



**Agenda**  
**City of Beaumont City Council Meeting**  
**Closed Session 5:00 PM**  
**Regular Session 6:00 PM**

Beaumont Financing Authority  
Beaumont Successor Agency (formerly RDA)  
Beaumont Utility Authority  
Beaumont Parking Authority  
Beaumont Public Improvement Authority  
Community Facilities District 93-1

550 E 6th Street, Beaumont, Ca  
**Wednesday, January 2, 2019**

Materials related to an item on this agenda submitted to the City Council after distribution of the agenda packets are available for public inspection in the City Clerk's office at 550 E. 6th Street during normal business hours

Any person with a disability who requires accommodations in order to participate in this meeting should telephone the City Clerk's office at (951) 769 8520, at least 48 hours prior to the meeting in order to make a request for a disability related modification or accommodation.

Any one person may address the City Council on any matter not on this agenda. If you wish to speak, please fill out a "Public Comment Form" provided at the back table and give it to the City Clerk. There is a three (3) minute limit on public comments. There will be no sharing or passing of time to another person. State Law prohibits the Council from discussing or taking actions brought up by your comments.

Page

**CLOSED SESSION**

*A Closed Session of the City Council / Beaumont Financing Authority / Beaumont Utility Authority / Beaumont Successor Agency (formerly RDA)/Beaumont Parking Authority / Beaumont Public Improvement Authority, may be held in accordance with state law which may include, but is not limited to, the following types of items: personnel matters, labor negotiations, security matters, providing instructions to real property negotiators and conference with legal counsel regarding pending litigation. Any public comment on Closed Session items will be taken before the Closed Session. Any required announcements or discussion of Closed Session items or actions following the Closed Session will be made in the City Council Chambers.*

**CALL TO ORDER**

Mayor Martinez, Mayor Pro Tem Santos, Council Member Carroll, Council Member Lara, and Council Member White

1. Public Comments Regarding Closed Session
2. SARDA Board Conference with Legal Counsel Regarding Potential Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4): Successor Agency to the Beaumont Redevelopment Agency v. California Department of Finance
3. Conference with Legal Counsel Regarding Pending Litigation Pursuant to Government Code Section 54956.9(d)(1): One Case: Beaumont vs.

Mcfarlin and Anderson

4. Public Employee Performance Evaluation Pursuant to Government Code Section 54957(b)(1). - Employee Title: City Manager
5. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6. Agency Representatives: Lloyd White and Julio Martinez. Unrepresented Employee: City Manager

Adjourn to Closed Session

## REGULAR SESSION

### CALL TO ORDER

Mayor Martinez, Mayor Pro Tem Santos, Council Member Carroll, Council Member Lara, and Council Member White

Report out from Closed Session:

Action on any Closed Session items:

Action on any requests for excused absence:

Pledge of Allegiance:

Approval/Adjustments to Agenda:

Conflict of Interest Disclosure:

### ANNOUNCEMENTS/RECOGNITIONS/PROCLAMATIONS/CORRESPONDENCE

### PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

*Any one person may address the City Council on any matter not on this agenda. If you wish to speak, please fill out a "Public Comment Form" provided at the back table and give to the City Clerk. There is a three (3) minute time limit on public comments. There will be no sharing or passing of time to another person. State Law prohibits the Council from discussing or taking actions brought up by your comments.*

### CONSENT CALENDAR

*Items on the consent calendar are taken as one action item unless an item is pulled for further discussion here or at the end of action items.*

*Approval of all Ordinances and Resolutions to be read by title only.*

1. **Tract Map No. 37426 and 37428 Acceptance - Pardee Homes** 7 - 25  
[Item 1](#)
2. **Landscape Improvement Acceptance on Oak Valley Parkway - Pardee Homes** 27 - 36  
[Item 2](#)
3. **Annual Compliance Report for AB1600 Development Impact Fees** 37 - 92  
[Item 3](#)
4. **Approval of the Second Reading by Title Only "An Ordinance of the City Council of the City of Beaumont, California Amending Section 5.08.110 'Patio Garage and/or Yard Sales' in the City of Beaumont Municipal Code"** 93 - 99

[Item 4](#)

**PUBLIC HEARINGS**

*Approval of all Ordinances and Resolutions to be read by title only*

**ACTION ITEMS**

*Approval of all Ordinances and Resolutions to be read by title only.*

5. **Approve a Professional Services Agreement with Clinical Laboratory Services of San Bernardino, Inc., to Provide Laboratory Testing Services at the City of Beaumont Wastewater Treatment Plant in the Amount Not to Exceed \$76,800 Per Year** 101 - 144

Recommended Council Action(s):

1. Approve a professional services agreement with Clinical Laboratory Services of San Bernardino, Inc., to provide laboratory testing services at the City of Beaumont Wastewater Treatment Plant in the amount not to exceed \$76,800 per year.

[Item 5](#)

6. **Approve the Second Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc., for the Pennsylvania Avenue Widening Project in an Amount of \$41,927, for a Total Contract Amount Not to Exceed \$405,241** 145 - 185

Recommended Council Action(s):

1. Approve the Second Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc., for the Pennsylvania Avenue Widening Project in an Amount of \$41,927, for a Total Contract Amount Not to Exceed \$405,241; and
2. Authorize the Mayor to execute the second amendment on behalf of the City.

[Item 6](#)

7. **Approval of the First Amendment to the Professional Services Agreement with Moffatt & Nichol for Environmental Documentation Services for the I-10/Pennsylvania Avenue Interchange Improvement Project, Pennsylvania Avenue Widening Project, and Pennsylvania Avenue Grade Separation Project (Pennsylvania Projects) in the Amount of \$51,618 with the Total Contract Amount Not to Exceed \$347,141** 187 - 227

Recommended Council Action(s):

1. Approval of the first amendment to the professional services agreement with Moffatt & Nichol for environmental documentation services for the I-10/Pennsylvania Avenue Grade Separation Project (Pennsylvania Projects) in the amount of \$51,618 with the total contract amount not to exceed \$347,141; and
2. Authorize the Mayor to execute the amendment on behalf of the City.

[Item 7](#)

8. **Approve the First Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Pennsylvania Avenue Interchange Improvement Project and Authorize the Mayor to Execute on Behalf of the City; and** 229 - 290

**Approve the First Amendment to the Professional Services Agreement for Property Specialists, Inc. for Right-of-Way Acquisition Services for the Pennsylvania Projects and Authorize the Mayor to Execute on Behalf of the City**

Recommended Council Action(s):

1. Approve the First Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Pennsylvania Avenue Interchange Improvement Project and Authorize the Mayor to Execute on Behalf of the City; and
2. Approve the First Amendment to the Professional Services Agreement for Property Specialists, Inc. for Right of Way Acquisition Services for the Pennsylvania Projects and Authorize the Mayor to Execute on Behalf of the City.

[Item 8](#)

- 9. City Council of Change Order 1 for the Wastewater Treatment Plant Upgrade/Expansion Project for Changes to the Membrane Bioreactor (MBR) System in an Amount Not to Exceed \$150,000** 291 - 296

Recommended Council Action(s):

1. Authorize the City Manager to execute Change Order 1 for the Wastewater Treatment plant Upgrade/Expansion Project for changes to the MBR System in an amount not to exceed \$150,000 and 21 days of additional contract time.

[Item 9](#)

- 10. Wastewater Treatment Plant Expansion / Renovation and Brine Pipeline Installation Project Status Update** 297 - 310

Recommended Council Action(s):

1. Receive and file the project updates.

[Item 10](#)

- 11. Accept the Deposit of \$54,847.10 from Lassen Development for the Project Management of the Water Line Installation; and Authorize the Increase of the Construction Management Budget from \$1,999,855.54 to \$2,359,655.54 and a Decrease in Authorized Contingency from \$4,275,822.56 to \$3,911,253.95; and Receive and File the Potrero Bridge Project Summary and Construction Change Order Update** 311 - 314

Recommended Council Action(s):

1. Accept the Deposit of \$54,847.10 from Lassen Development for the project management of the water line installation; and
2. Authorize the increase of the construction management budget from \$1,999,855.54 to \$2,359,655.54 and a decrease in authorized contingency from \$4,275,822.56 to \$3,911,253.95; and
3. Receive and File the Potrero Bridge Project Summary and Construction Change Order Update.

[Item 11](#)

- 12. Authorize Mayor to Make Appointments to the Various Boards, Commissions and Committees** 315 - 316

Recommended Council Action(s):

1. Mayor to make appointments to the various boards, commissions and committees.

[Item 12](#)

- 13. Legislative Updates and Discussion**



## **COUNCIL REPORTS**

- Carroll
- Lara
- Martinez
- Santos
- White

## **ECONOMIC DEVELOPMENT UPDATE**

Economic Development Committee Report Out and City Council Direction

## **CITY TREASURER REPORT**

Finance and Audit Committee Report Out and Council Direction

## **CITY CLERK REPORT**

## **CITY ATTORNEY REPORT**

## **CITY MANAGER REPORT**

## **FUTURE AGENDA ITEMS**

**Adjournment of the City Council of the January 3, 2019 Meeting at \_\_\_\_ p.m.**

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, January 15, 2019, at 5:00 p.m. or thereafter as noted on the posted Agenda for Closed Session items in the City Council Board Room No. 5, followed by the regular meeting at 6:00 p.m. or thereafter as noted on the posted Agenda at City Hall.

Beaumont City Hall – Online [www.ci.beaumont.ca.us](http://www.ci.beaumont.ca.us)



Staff Report

TO: Mayor and Council Members  
FROM: Aftab Hussain, Public Works & Utility Manager  
DATE: January 2, 2019  
SUBJECT: Tract Map No. 37426 and 37428 Acceptance – Pardee Homes

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**Background and Analysis:**

The developer, Pardee Homes, is seeking City Council acceptance of Tract Maps No. 37426 and 37428. These tracts are part of the Sundance development. Attached is the land use exhibit of the development reflecting the changes that were approved in the latest amendment (Amendment 3). The City approved Amendment No. 3 to the Sundance Specific Plan on May 1, 2018. Tract Map 37426 is located in Planning Area 13 and Tract Map 37428 is located in Planning Area 47.

Originally, the Beaumont Unified School District (BUSD) was interested in acquiring Planning Area 13 for constructing a school. However, BUSD determined that the site is no longer a viable school site. The site was added to the Sundance Specific Plan and designated high density residential. Planning Area 47 had a land use designation of Very Low Density Residential and was changed to Low Density Residential.

Both tracts are dedicated as public tracts. The streets within both tracts will be public streets. The developer will be responsible for maintaining the newly constructed streets and City utilities until the City releases bonds for the improvements. Water and dry utilities such as electric, gas, and cable will be provided to the development by the respective utility purveyor. The new sewer infrastructure within the tract will collect sewer and convey sewer to existing sewer infrastructure. Survey monumentation will be placed by the developer. All dedications and easements are shown in the Owner's Statement on the tract map title sheet. The owner has provided a 5 foot public utility easement behind the right-of-way line fronting each lot. The new roads within the development will connect to existing roads and will provide consistent traffic circulation to the City's main roads.

Staff has verified that the tract maps conform to the Beaumont Municipal Code and Subdivision Map Act requirements. Staff recommends acceptance of both maps.

**Fiscal impact:**

There is no fiscal impact associated with accepting the tract maps. The landowner will record the tract maps with Riverside County once the City Council accepts and signs the tract maps.

Finance Director Review: \_\_\_\_\_

**Recommendation:**

1. Accept Tract Maps No. 37426 and Tract Map No. 37428; and
2. Have the City Clerk sign the tract map mylar title sheets so the landowner can record the tract maps with Riverside County

City Manager Review:  \_\_\_\_\_

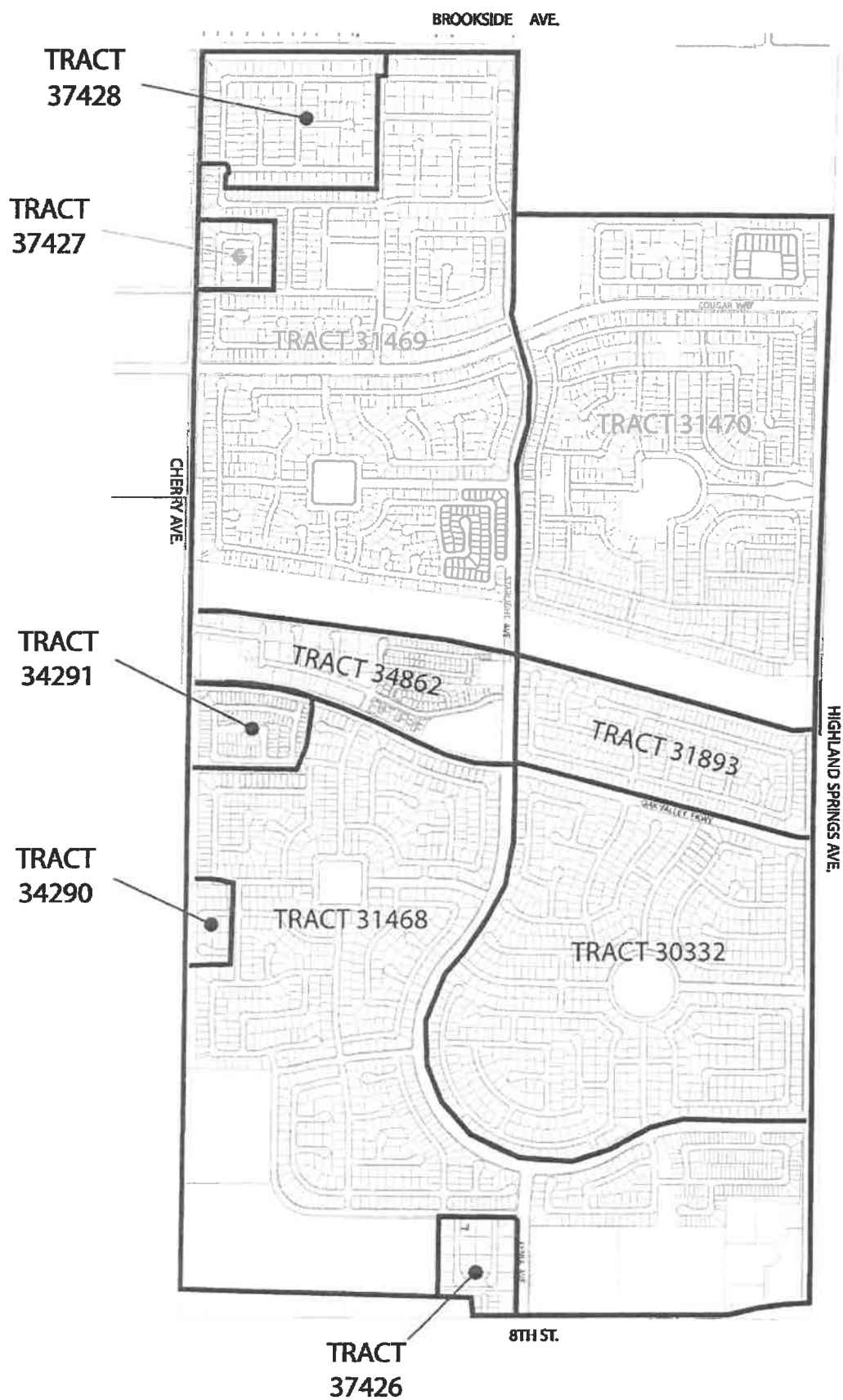
**Attachments:**

- A. Exhibit of Tract Map No. 37426 and 34728
- B. Sundance Land Use Exhibit Reflecting Land Usage Per Amendment No. 3 to the Sundance Specific Plan

**Attachment A**

**Exhibit of Tract Map No. 37426 and 34728**







**Attachment B**

**Sundance Land Use Exhibit Reflecting Land Usage Per Amendment  
No. 3 to the Sundance Specific Plan**



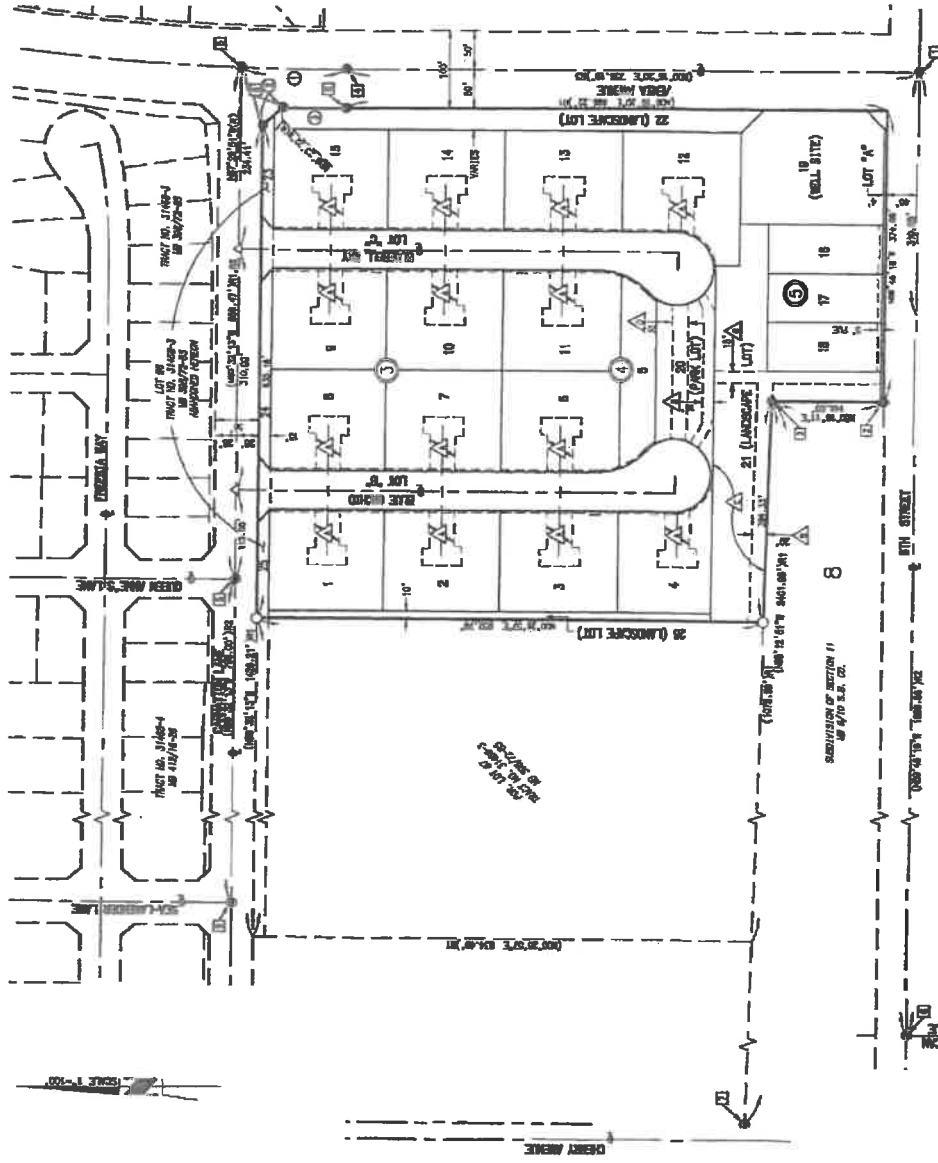
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

# TRACT NO. 37426

LOTS 1 THROUGH 15 FOR CONDOMINIUM PURPOSES  
 BEING A SUBDIVISION OF LOT 98 AND A PORTION OF LOT 97 OF TRACT MAP NO. 31468-3 AS FILED IN  
 BOOK 388, PAGES 72 THROUGH 86, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF  
 RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 2, T. 3 S., R. 1 E., S.B.M.

**Michael Baker**  
 INTERNATIONAL

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY	10/15/07	MB
2	FINAL	10/15/07	MB
3	REVISION	10/15/07	MB
4	REVISION	10/15/07	MB



BOUNDARY CONTROL & SHEET INDEX MAP

① INDICATES SHEET NUMBER

SHEET 2 OF 5 SHEETS



**SURVEYOR'S NOTES:**

- (1) - DELETED RECORD DATA PER TRACT NO. 31468-3, FILED IN MAP BOOK 388, PAGES 72 THROUGH 86, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND RECORDS, UNLESS OTHERWISE NOTED.
- (2) - DELETED RECORD DATA PER TRACT NO. 31468-4, FILED IN MAP BOOK 412, PAGES 19 THROUGH 28, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND RECORDS, UNLESS OTHERWISE NOTED.
- (3) - DELETED RECORD DATA PER TRACT NO. 31468-1, FILED IN MAP BOOK 388, PAGES 1 THROUGH 6, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND RECORDS, UNLESS OTHERWISE NOTED.
- (4) - DELETED RECORD DATA PER TRACT NO. 31468-2, FILED IN MAP BOOK 388, PAGES 7 THROUGH 16, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND RECORDS, UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS SHOWN AS SET SHALL BE SET WITHIN ONE YEAR AFTER THE ACCEPTANCE OF IMPROVEMENTS BY THE CITY COUNCIL.
- SET 1" IRON PIPE THAWED "L.S. 6000", FLUSH OR LEAD, TACK AND TAG "L.S. 6000", FLUSH, IN CONCRETE AT ALL REAR LOT CORNERS, REAR AND SIDE LOT CORNERS AND POINTS AND CURVE IN LINE OF FRONT CORNERS. SET LEAD TACK AND TAG "L.S. 6000". AT ALL PILES ON TOP OF CURB AT SIDE LOT LINES PROVIDED.
- SET 1" IRON PIPE THAWED "L.S. 6000", FLUSH OR LEAD, TACK AND TAG "L.S. 6000", FLUSH, IN CONCRETE.
- SET 3" CONCRETE FOUNDATION STAMPED "L.S. 6000", FLUSH.
- DELETED FOUND MONUMENT AS NOTED AND REFERENCED HEREON.
- 3/4" IRON PIPE W/MAIL & TAG, ILLUSORIAL, ON 0.1', PER TRACT NO. 31468-3, IS 388/72-86.
- 1/2" IRON PIPE, OPEN, ON 0.6', PER TRACT NO. 31468-4, IS 412/19-28. SET TAG STAMPED "L.S. 6000".
- 1/4" IRON PIPE W/MAIL & TAG STAMPED "L.S. 1433", PER TRACT NO. 31468-3, IS 388/72-86.
- 60" COPPER CLAD STEEL, PIN 4 1/2" x 1/2" BRASS CAP STAMPED "L.S. 7000", IN ASPHALT, FLUSH, PER TRACT NO. 31468-1, IS 388/72-86.
- 60" COPPER CLAD STEEL, PIN 4 1/2" x 1/2" BRASS CAP STAMPED "L.S. 7000", IN ASPHALT, FLUSH, PER TRACT NO. 31468-3, IS 388/72-86.
- 1" IRON PIPE W/PLASTIC FILL, ILLUSORIAL, ON 0.4', PER TRACT NO. 31468-1, IS 388/72-86. ACCEPTED AS CONTRIBUTE INTERSECTION OF AMERICAN AVENUE AND 6TH STREET.
- 1" IRON PIPE W/PLASTIC FILL, ILLUSORIAL, ON 1.0', PER TRACT NO. 31468-3, IS 388/72-86. ACCEPTED AS THE SW COR. EOT.
- 1" IRON PIPE 1/2" x 1/2" x 1/2" PER TRACT NO. 31468-3, IS 388/72-86.
- 60" COPPER CLAD STEEL, PIN 4 1/2" x 1/2" BRASS CAP STAMPED "L.S. 7000", IN ASPHALT, FLUSH, PER TRACT NO. 31468-4, IS 412/19-28.

**BASES OF BEARINGS**

THE BEARING OF INDICATED ALONG THE CENTERLINE OF 6TH STREET AS SHOWN ON TRACT MAP NO. 31468-4, U.S. 412/19-28 RECORDS OF RIVERSIDE COUNTY, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

**EASEMENT NOTES:**

- ▲ EASEMENT FOR IMPROVED, OPEN AND PUBLIC UTILITY PURPOSES, AS INDICATED HEREON.
- ▲ IN EASEMENT FOR OPEN PURPOSES, AS INDICATED HEREON.
- ▲ AN EASEMENT FOR OPEN PURPOSES, AS INDICATED HEREON.
- ▲ AN EASEMENT FOR PUBLIC UTILITY PURPOSES, AS INDICATED HEREON.

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

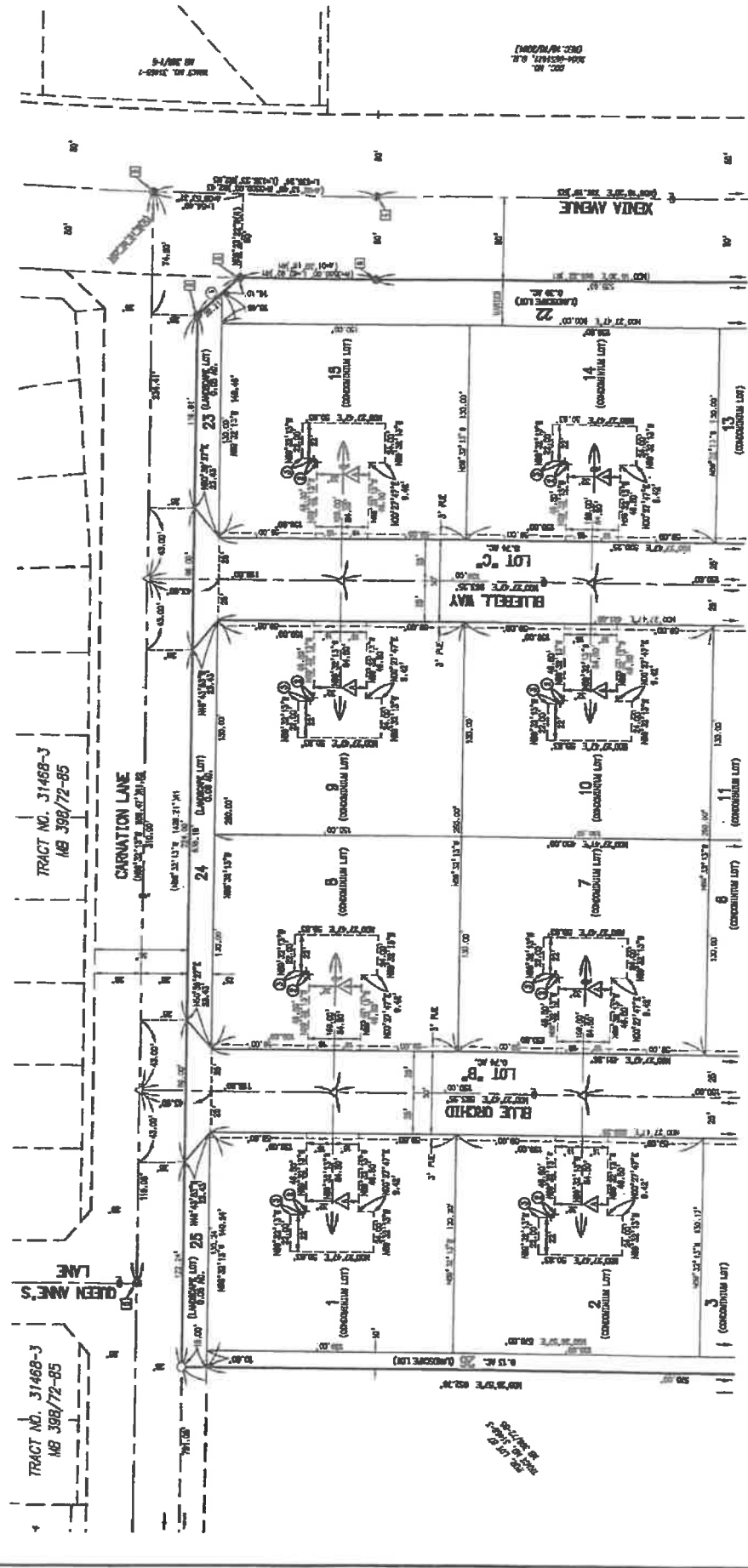
# TRACT NO. 37426

LOTS 1 THROUGH 15 FOR CONDOMINIUM PURPOSES  
 BEING A SUBDIVISION OF LOT 88 AND A PORTION OF LOT 87 OF TRACT NO. 31468-3 AS FILED IN  
 BOOK 388, PAGES 72 THROUGH 85, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF  
 RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 2, T. 3 S., R. 1 E., S.B.M.

**Michael Baker**  
 INTERNATIONAL

**NOTES**  
 SEE SHEET 2 FOR BOUNDARY CONTROL. SHEET  
 2 MAY BE REFERRED TO FOR BOUNDARY NOTES,  
 VICINITY MAP AND SHEET 5 OF 5 SHEETS.

NO.	REVISION/DATE	BY	DATE
1	ISSUED FOR PERMIT	MB	11/11/11
2	FOR RECORD	MB	11/11/11



- SEE SHEET 4 -



IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

# TRACT NO. 37426

## LOTS 1 THROUGH 15 FOR CONDOMINIUM PURPOSES

BEING A SUBDIVISION OF LOT 98 AND A PORTION OF LOT 87 OF TRACT MAP NO. 31485-3 AS FILED IN BOOK 368, PAGES 72 THROUGH 85, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 2, T. 3 S., R. 1 E., S.B.M.

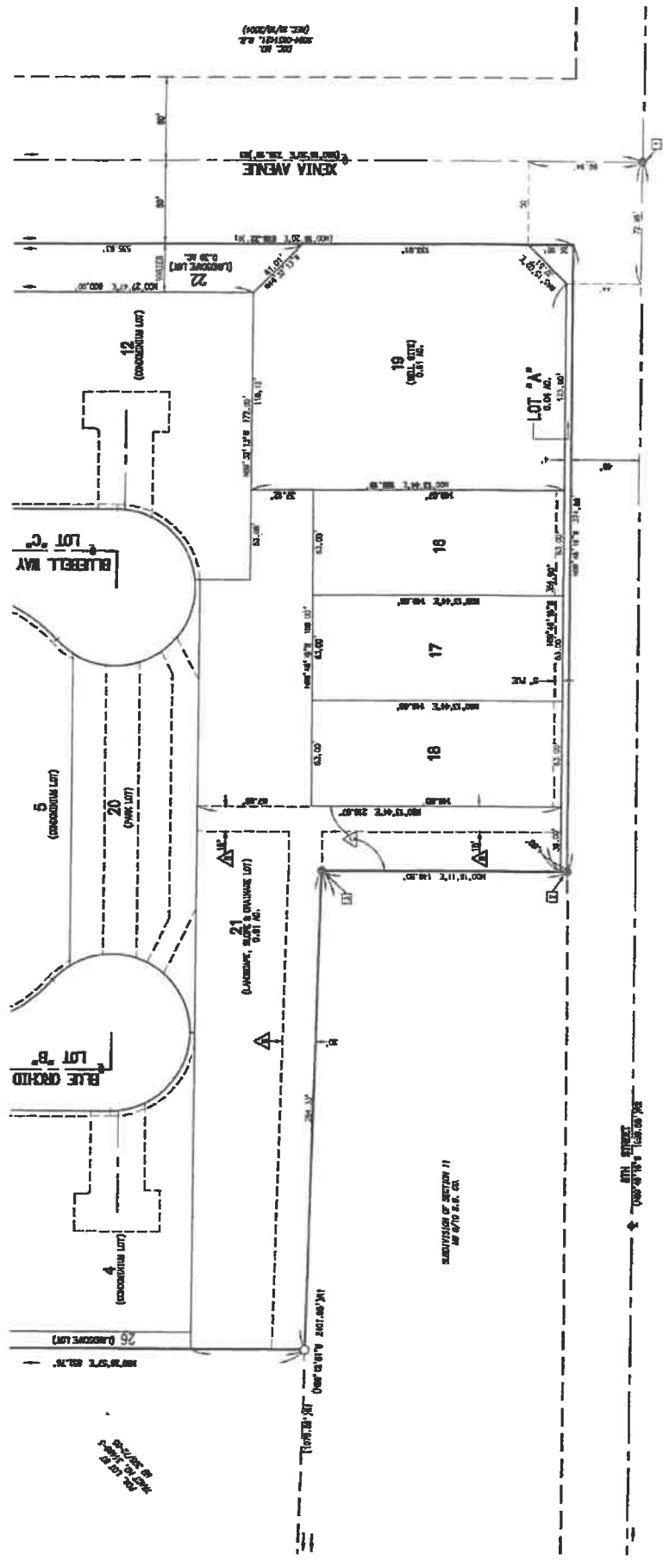
**Michael Baker**  
INTERNATIONAL

-- SEE SHEET 4 --



**NOTES:**

SEE SHEET 2 FOR BULKHEAD CONTROL, SHEET INDEX MAP, SURVEYOR NOTES, WALKWAY NOTES, VICINITY MAP AND DETAILS OF EASING.





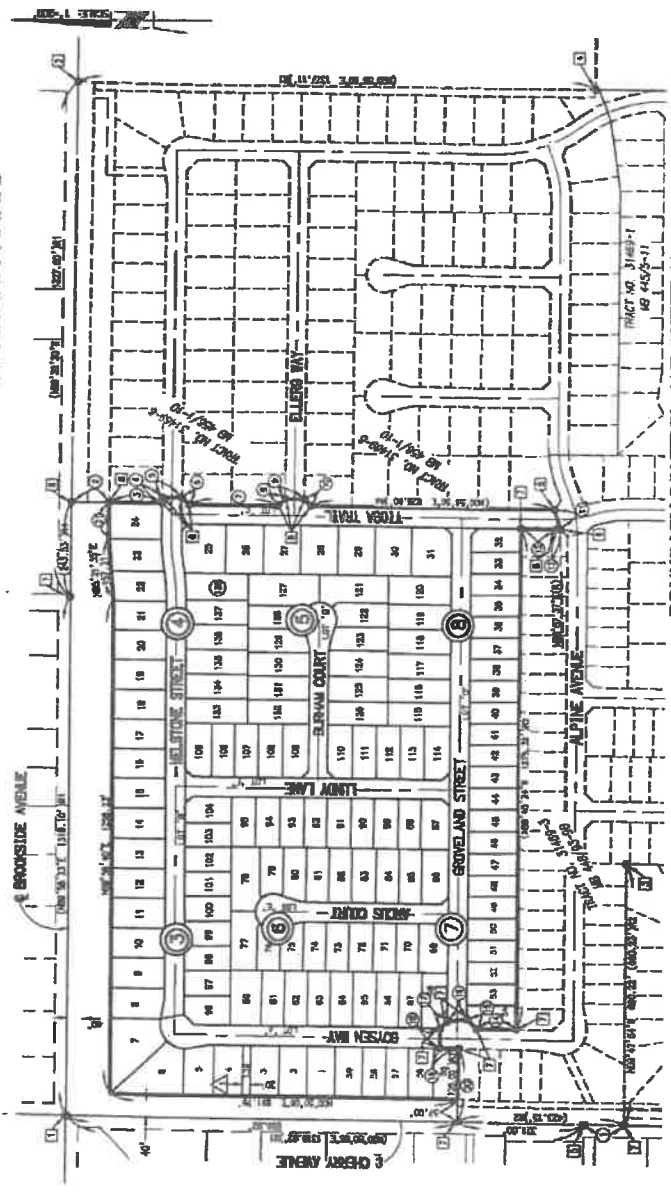




# TRACT NO. 37428

BEING A SUBDIVISION OF LOTS 1 THROUGH 97, INCLUSIVE, AND 100 AND LOTS "A" THROUGH "H", INCLUSIVE, OF TRACT MAP NO. 31468-3 AS FILED IN BOOK 484, PAGES 78 THROUGH 88, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 E., S.B.M.

**Michael Baker**  
INTERNATIONAL

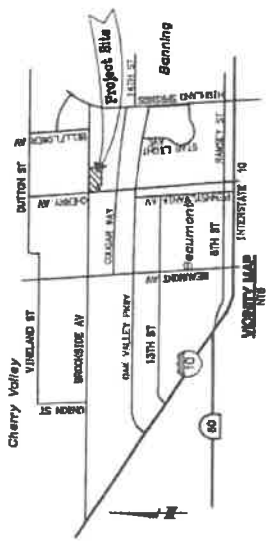


### BOUNDARY CONTROL AND SHEET INDEX MAP

③ INDICATES SHEET NUMBER

LUCAS/COE DATA TABLE		LUCAS/COE DATA TABLE	
NO.	DESCRIPTION	NO.	DESCRIPTION
1	6.00' 0.00" 0.00'	1	6.00' 0.00" 0.00'
2	6.00' 0.00" 0.00'	2	6.00' 0.00" 0.00'
3	6.00' 0.00" 0.00'	3	6.00' 0.00" 0.00'
4	6.00' 0.00" 0.00'	4	6.00' 0.00" 0.00'
5	6.00' 0.00" 0.00'	5	6.00' 0.00" 0.00'
6	6.00' 0.00" 0.00'	6	6.00' 0.00" 0.00'
7	6.00' 0.00" 0.00'	7	6.00' 0.00" 0.00'
8	6.00' 0.00" 0.00'	8	6.00' 0.00" 0.00'
9	6.00' 0.00" 0.00'	9	6.00' 0.00" 0.00'
10	6.00' 0.00" 0.00'	10	6.00' 0.00" 0.00'
11	6.00' 0.00" 0.00'	11	6.00' 0.00" 0.00'
12	6.00' 0.00" 0.00'	12	6.00' 0.00" 0.00'
13	6.00' 0.00" 0.00'	13	6.00' 0.00" 0.00'
14	6.00' 0.00" 0.00'	14	6.00' 0.00" 0.00'
15	6.00' 0.00" 0.00'	15	6.00' 0.00" 0.00'
16	6.00' 0.00" 0.00'	16	6.00' 0.00" 0.00'
17	6.00' 0.00" 0.00'	17	6.00' 0.00" 0.00'
18	6.00' 0.00" 0.00'	18	6.00' 0.00" 0.00'
19	6.00' 0.00" 0.00'	19	6.00' 0.00" 0.00'
20	6.00' 0.00" 0.00'	20	6.00' 0.00" 0.00'
21	6.00' 0.00" 0.00'	21	6.00' 0.00" 0.00'
22	6.00' 0.00" 0.00'	22	6.00' 0.00" 0.00'
23	6.00' 0.00" 0.00'	23	6.00' 0.00" 0.00'
24	6.00' 0.00" 0.00'	24	6.00' 0.00" 0.00'
25	6.00' 0.00" 0.00'	25	6.00' 0.00" 0.00'
26	6.00' 0.00" 0.00'	26	6.00' 0.00" 0.00'
27	6.00' 0.00" 0.00'	27	6.00' 0.00" 0.00'
28	6.00' 0.00" 0.00'	28	6.00' 0.00" 0.00'
29	6.00' 0.00" 0.00'	29	6.00' 0.00" 0.00'
30	6.00' 0.00" 0.00'	30	6.00' 0.00" 0.00'
31	6.00' 0.00" 0.00'	31	6.00' 0.00" 0.00'

- EASEMENT NOTES:**
- ① INDICATES AN EASEMENT TO BEAUMONT CHERRY VALLEY WATER DISTRICT FOR DOMESTIC WATER PURPOSES AND THE PURPOSES FOR SAID TRACT NO. 31468-3, AS SHOWN AND DEDICATED ON TRACT MAP NO. 31468-3, AS 464/78-56 AND RE-ASSOCIATED HEREON.
  - ② INDICATES AN EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES FOR SAID TRACT NO. 31468-3, AS 464/78-56 AND RE-DEDICATED HEREON.
  - ③ INDICATES AN EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES AND THE MAINTENANCE THEREOF, DEDICATED HEREON.
  - ④ AN EASEMENT IN FAVOR OF VERIZON CALIFORNIA, INC., A CORPORATION, RECORDED DECEMBER 7, 2017 AS INSTRUMENT NO. 2017-081318A, O.R., AMENDED AND NOT SHOWN HEREON.
  - ⑤ AN EASEMENT IN FAVOR OF VERIZON CALIFORNIA, INC., A CORPORATION, RECORDED DECEMBER 7, 2017 AS INSTRUMENT NO. 2017-081318A, O.R., AMENDED AND NOT SHOWN HEREON.
  - ⑥ PUBLIC UTILITY EASEMENTS IN FAVOR OF THE CITY OF BEAUMONT AS SHOWN AND DEDICATED ON TRACT MAP NO. 31468-3, AS 464/78-56, AMENDED AND NOT SHOWN HEREON.
  - ⑦ BEAUMONT CALIFORNIA INVESTMENT COMPANY, HOLDER OF AN EASEMENT FOR WATER PIPES AND OTHER CONDUITS, RECORDED SEPTEMBER 4, 1983 IN BOOK 4, PAGE 338 OF RECORDS (CANNOT BE LOCATED FROM THE RECORD).
  - ⑧ BEAUMONT CALIFORNIA INVESTMENT COMPANY, HOLDER OF AN EASEMENT FOR PIPELINE AND UNDERGROUND PURPOSES, RECORDED APRIL 1, 1974, IN BOOK 271, PAGE 177, OF RECORDS (CANNOT BE LOCATED FROM THE RECORD).



**BASIS OF BEARINGS, NOTES:**  
THE BEARINGS OF NOTED "X" ALONG THE CENTRAL LINE OF CHERRY AVENUE AS SHOWN ON TRACT MAP NO. 30576, U.S. 437/71-76, RECORDS OF RIVERSIDE COUNTY, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

**SURVEYOR'S NOTES:**

1. ( 1A ) - EXISTING RECORD DATA FOR TRACT NO. 30576, FILED IN MAP BOOK 422, PAGES 71 THROUGH 74, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED, UNLESS OTHERWISE NOTED.
2. ( 1B ) - EXISTING RECORD DATA FOR TRACT NO. 31468-3, FILED IN MAP BOOK 448, PAGES 83 THROUGH 88, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED, UNLESS OTHERWISE NOTED.
3. ( 1C ) - EXISTING RECORD DATA FOR TRACT NO. 31468-1, FILED IN MAP BOOK 441, PAGES 5 THROUGH 8, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED, UNLESS OTHERWISE NOTED.
4. ( 1M ) - EXISTING RECORD DATA FOR TRACT NO. 31468-5, FILED IN MAP BOOK 454, PAGES 78 THROUGH 80, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED, UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS SHOWN AS SET WILL BE SET WITHIN ONE YEAR AFTER THE ACCEPTANCE OF IMPROVEMENTS BY THE CITY COUNCIL.
6. SET 1" IRON PIPE TAPPED "S.S. 600", FLUSH, OR LEAD TACK AND TAG "S.S. 600", FLUSH, IN CONCRETE AT ALL NEAR LOT CORNERS, REAR AND SIDE LOT CORNERS AND REAR OF CHAIN IN LINE OF FRONT CORNERS, SET LEAD TACK AND TAG "S.S. 600", AT ALL POINTS ON TOP OF CURB AT SIDE LOT LINES PRODUCED.
7. SET 1" IRON PIPE TAPPED "S.S. 600", FLUSH, OR LEAD TACK AND TAG "S.S. 600", FLUSH, IN CONCRETE.
8. SET COPPERELED MOMENT STAMPED "S.S. 600".
9. EXISTING FOUND MANHOLE AS NOTED AND REFERENCED HEREON.
  - ① FOUND 1-1/2" BRASS CUP STAMPED "S.S. 4637, FLUSH, PER TRACT NO. 30576, AS 437/71-76.
  - ② FOUND 7/8" WALL, FLUSH, PER TRACT NO. 30576, AS 437/71-76, FITS TIE IN OFF 480-77.
  - ③ FOUND 1" IRON PIPE 8 TAG STAMPED "S.S. 7830, FLUSH, PER TRACT NO. 30576, AS 437/71-76.
  - ④ FOUND 3/4" IRON PIPE 1/2 TAG "S.S. 3443", DN. 0.7", PER TRACT NO. 30576, AS 437/71-76.
  - ⑤ FOUND 1" IRON PIPE W/TAG "S.S. 11435", DN. 0.3", PER TRACT NO. 30576, AS 437/71-76.
  - ⑥ FOUND 1" IRON PIPE W/TAG "6608" PER TRACT NO. 31468-1, U.S. 448/8-11.
  - ⑦ FOUND 1" IRON PIPE W/TAG "6608" PER TRACT NO. 31468-3, U.S. 448/8A-8B.
  - ⑧ FOUND 1" IRON PIPE W/TAG "6608" PER TRACT NO. 31468-5, U.S. 454/7B-8B.

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

# TRACT NO. 37428

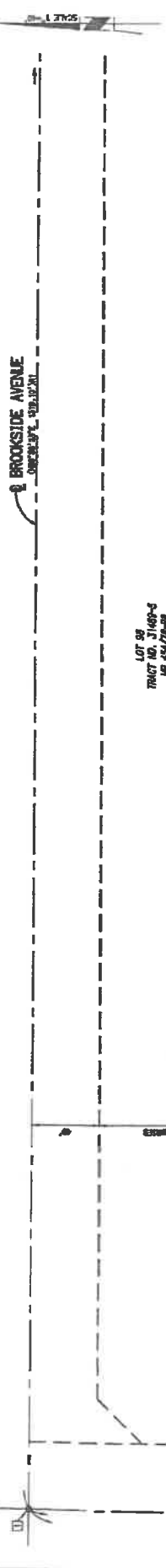
BEING A SUBDIVISION OF LOTS 1 THROUGH 17, INCLUSIVE, AND LOTS 100 THROUGH 117, INCLUSIVE, OF TRACT MAP NO. 31469-5, BEING LOTS 78 THROUGH 108, INCLUSIVE, OF MAP, IN THE OFFICE OF THE COUNTY REGISTER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 25, T. 2 S., R. 1 E., S.D.M.

**Michael Baker**  
INTERNATIONAL



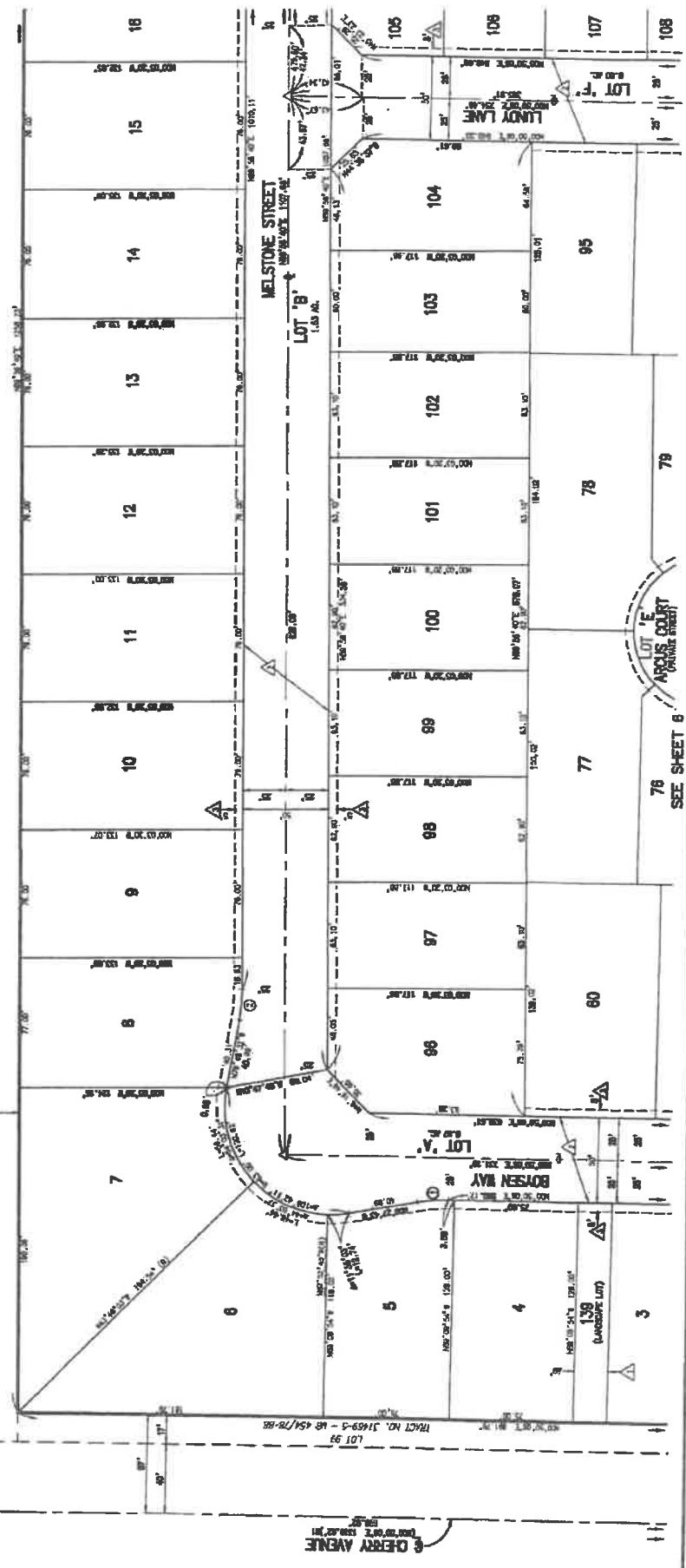
**NOTES**  
SEE SHEET 2 FOR BOUNDARY CONTROL. SHEET LINDY  
AND SHEET 4 FOR BOUNDARY CONTROL. SEE SHEET 1 FOR  
NOTES, VICINITY MAP AND BASIS OF BEARINGS.

LINE/ANGLE DATA TABLE	BEARING	DISTANCE	LENGTH
1	S 89° 17' 30" W	100.00	100.00
2	S 89° 17' 30" W	100.00	100.00
3	S 89° 17' 30" W	100.00	100.00
4	S 89° 17' 30" W	100.00	100.00



LOT 99  
TRACT NO. 31469-5  
AS 05/28/88

LOT 99  
TRACT NO. 31469-5 - AS 05/28/88



SEE SHEET 4

SEE SHEET 6

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

# TRACT NO. 37428

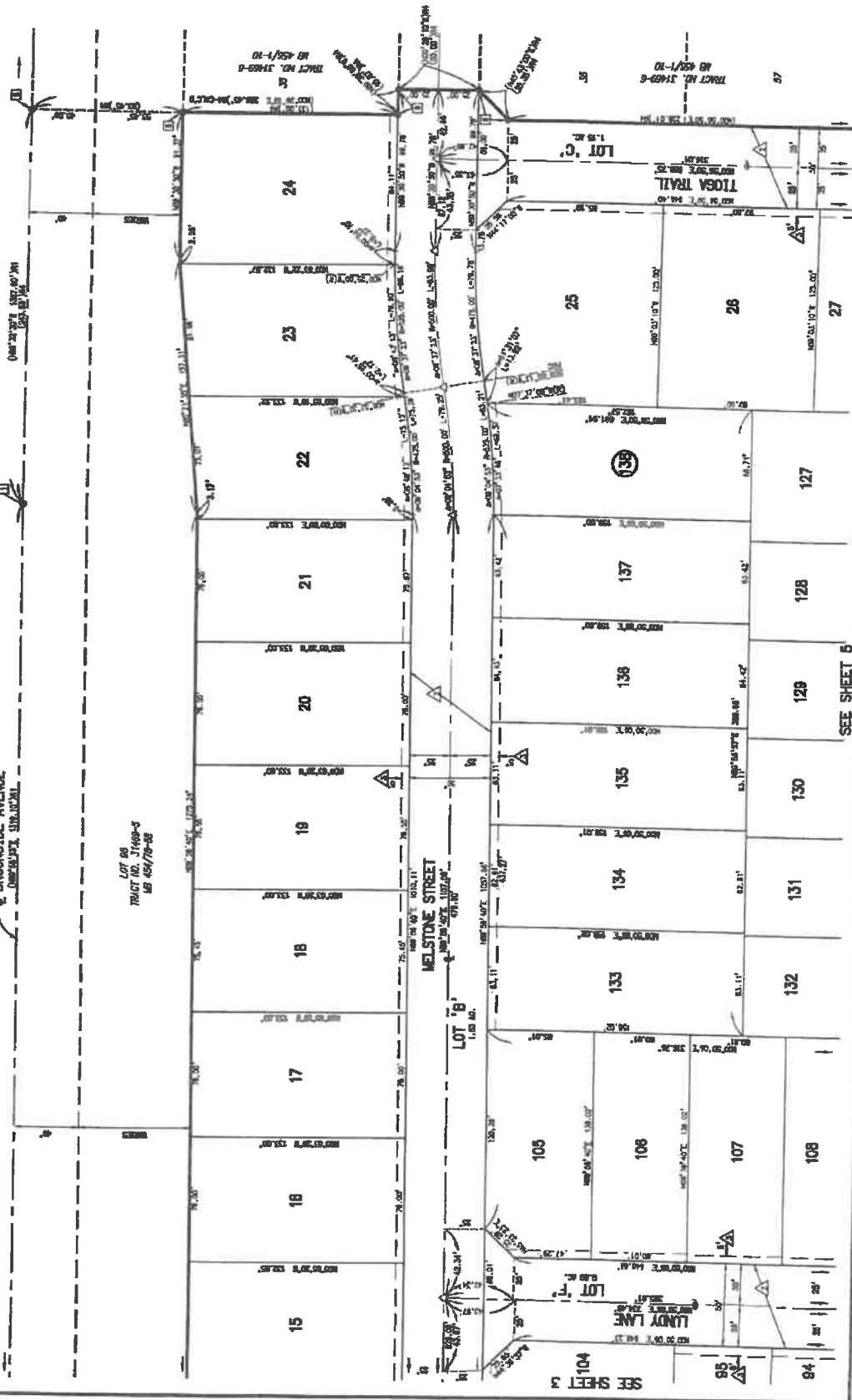
BEING A SUBDIVISION OF LOTS 1 THROUGH 97, INCLUSIVE, AND LOTS 98 THROUGH 114, INCLUSIVE, OF TRACT MAP NO. 31489-5 AS FILED IN BOOK 454, PAGES 78 THROUGH 86, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY REGISTER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 E., S.B.M.

NOTES:  
SEE SHEET 2 FOR BOUNDARY CONTROL, SHEET 1 HERE/ MAP, SURVEYOR NOTES, MONUMENT NOTES, CASSETT NOTES, VICINITY MAP AND BASIS OF BEARINGS.



Michael Baker  
INTERNATIONAL

6 BROOKSIDE AVENUE  
ONE/231/232, SUITE 107/108



SEE SHEET 5

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

# TRACT NO. 37428

BEING A SUBDIVISION OF LOTS 1 THROUGH 97, INCLUSIVE, AND 100, AND LOTS 98 THROUGH 111, INCLUSIVE, OF TRACT MAP NO. 31469-5 AS FILED IN BOOK 454, PAGES 78 THROUGH 89, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 24, T. 2 S., R. 1 E., S. 21 N.

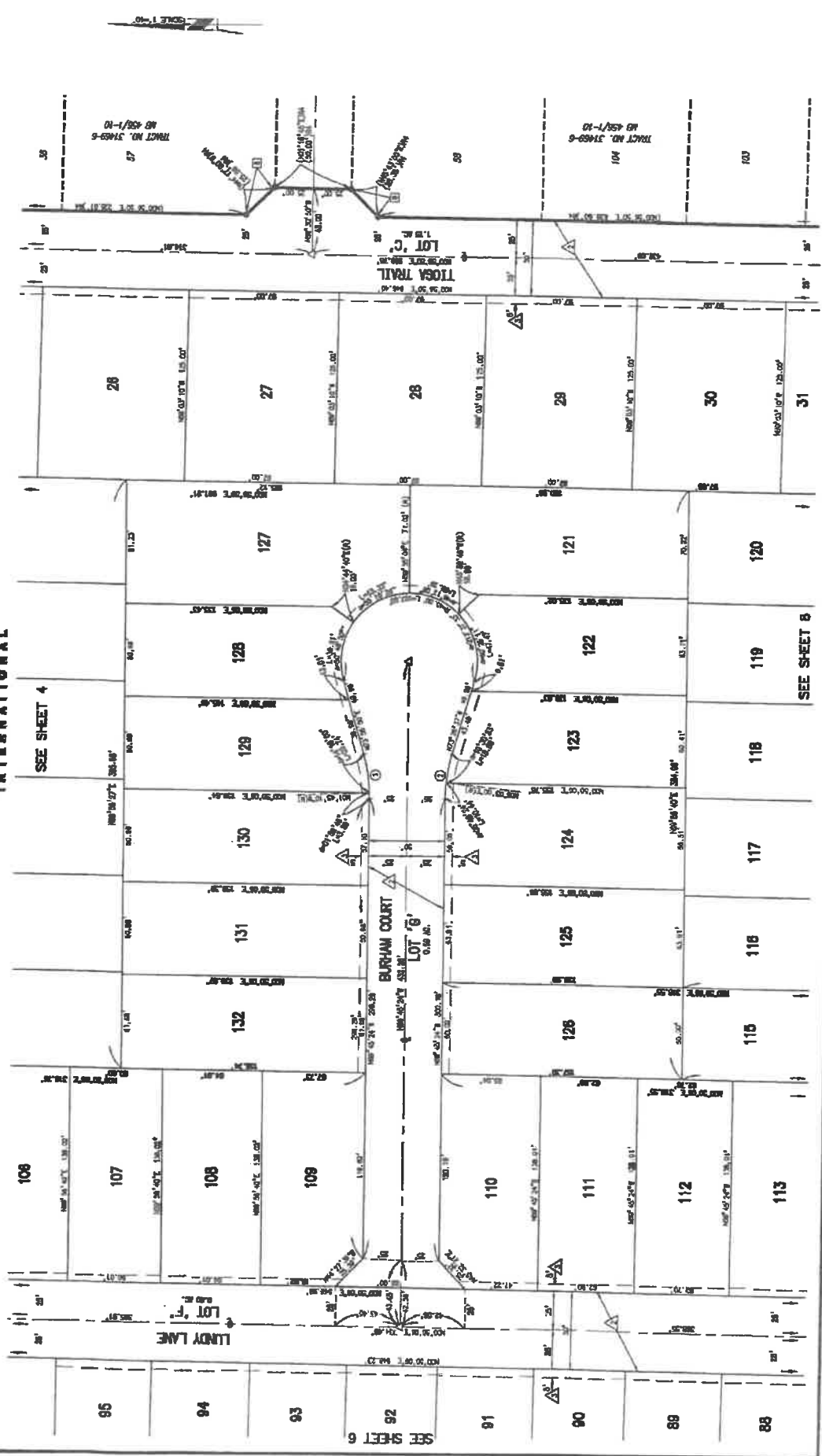
Michael Baker

INTERNATIONAL



**NOTES:**  
 SEE SHEET 2 FOR BOUNDARY CONTROL, SHEET INDEX MAP, SURVEYOR NOTES, ADJACENT NOTES, EASEMENT NOTES, VICINITY MAP AND SIZES OF BOUNDARIES.

LINDY LAKE DATA TABLE	
MARKING/SHAPE	RADIUS
①	10.00'
②	10.00'
③	10.00'



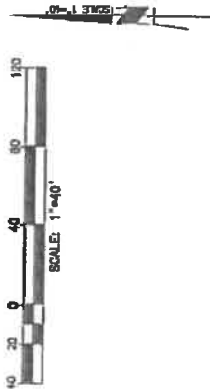


IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

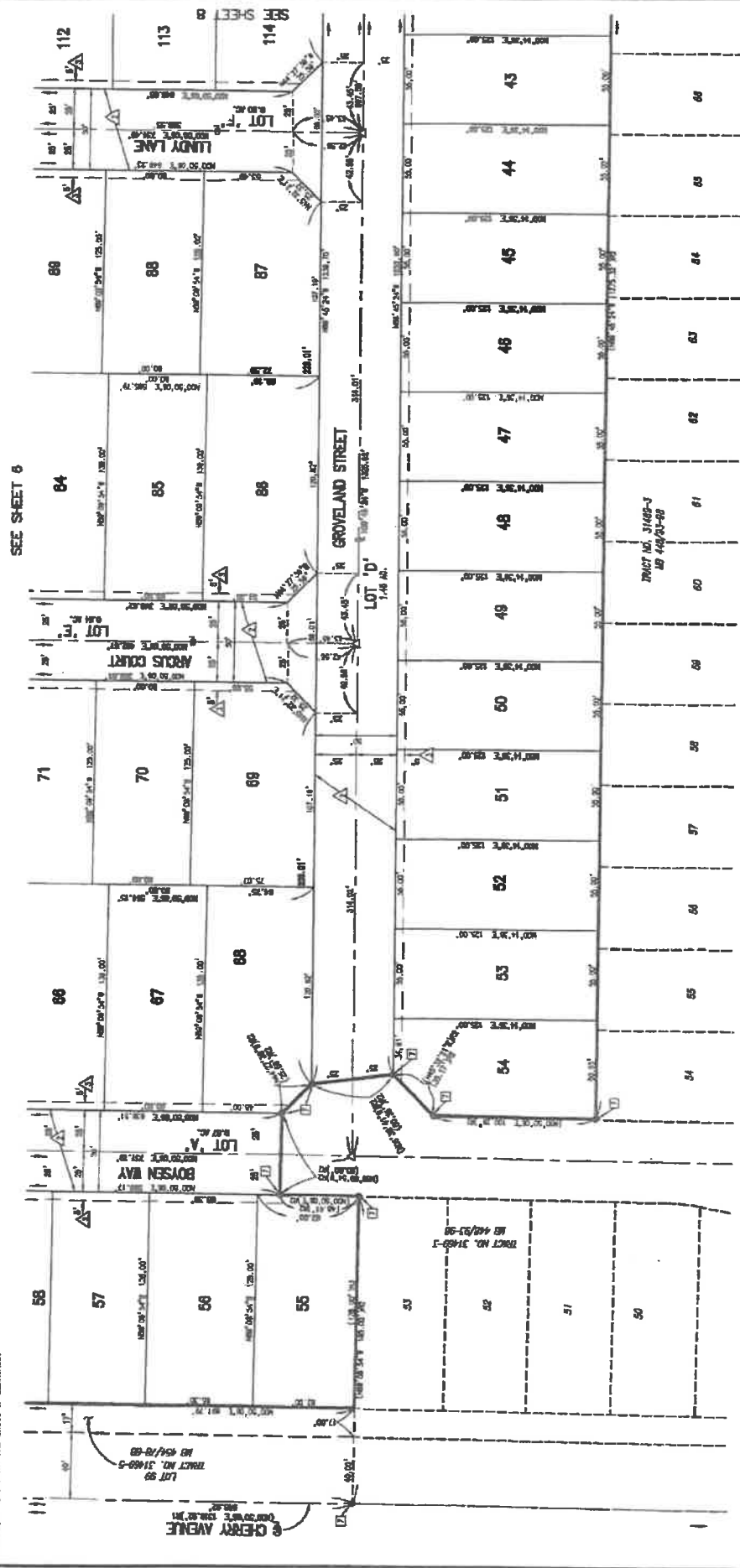
# TRACT NO. 37428

BEING A SUBDIVISION OF LOTS 1 THROUGH 97, INCLUSIVE, AND LOTS 98 THROUGH 114, INCLUSIVE, OF TRACT MAP NO. 31489-5 AS FILED IN BOOK 454, PAGES 76 THROUGH 88, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 E., S.B.M.

**Michael Baker**  
INTERNATIONAL



NOTE:  
SEE SHEET 2 FOR BOUNDARY CONTROL, SURVEY DATA, MAP, SURVEYOR NOTES, MANAGEMENT NOTES, EASEMENT NOTES, VICINITY MAP AND BASIS OF BEAUMONT.



NO.	DESCRIPTION	DATE	BY
1	PREPARED	10/20/06	...
2	...	...	...
3	...	...	...
4	...	...	...
5	...	...	...
6	...	...	...
7	...	...	...
8	...	...	...

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

# TRACT NO. 37428

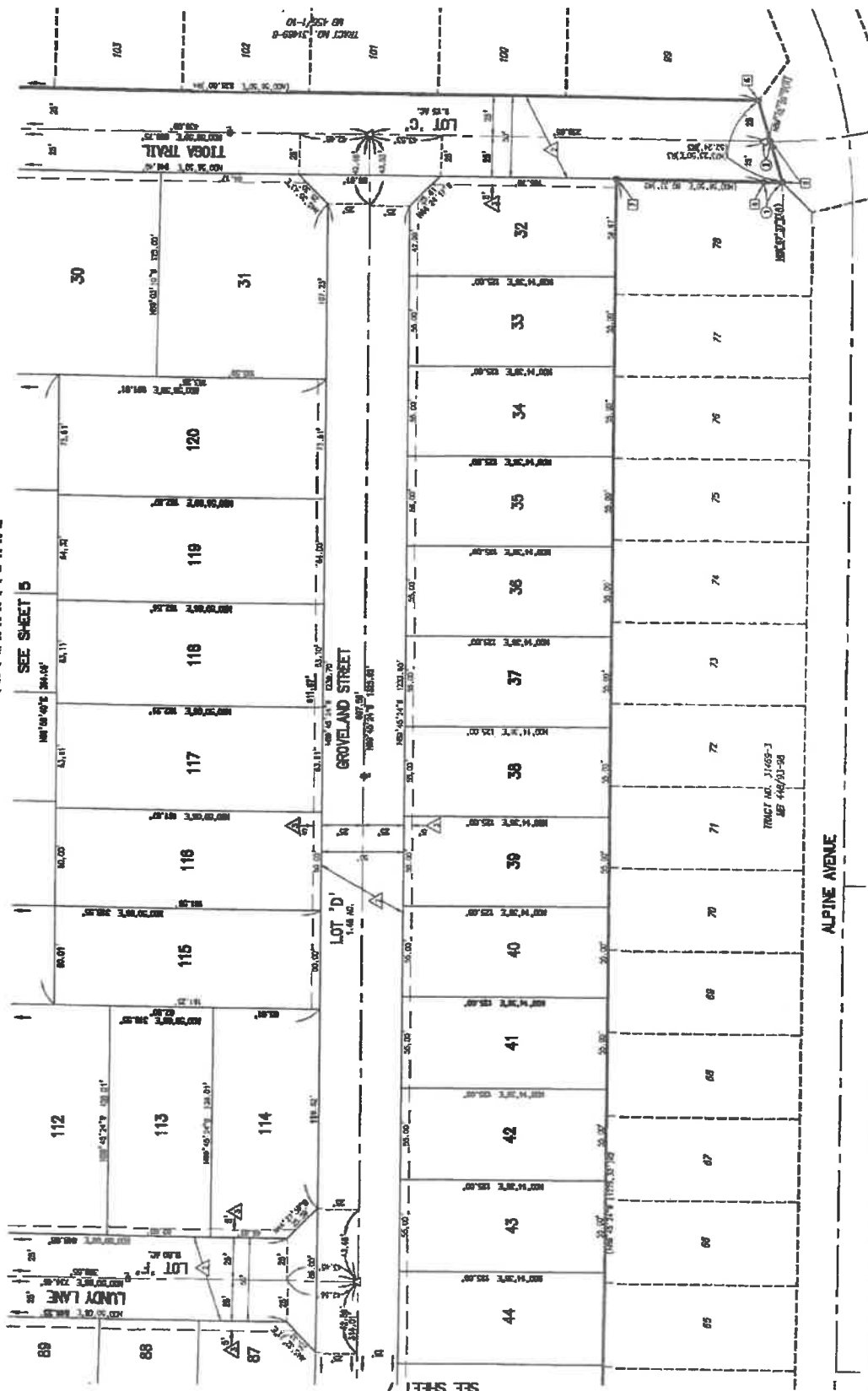
BEING A SUBDIVISION OF LOTS 97 THROUGH 103, INCLUSIVE, AND LOTS 94 THROUGH 101, INCLUSIVE, OF TRACT MAP NO. 31469-3 AS FILED IN BOOK 654, PAGES 76 THROUGH 86, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 26, T. 2 S., R. 1 E., S. 34 N.

Michael Baker

INTERNATIONAL



NOTES:  
 SEE SHEET 2 FOR BOUNDARY CONTROL, SETBACK LINES/  
 MAP, SURVEYOR NOTES, NEAREST NOTES, EASTWEST  
 NOTES, VICINITY MAP AND BASIS OF BEARINGS.



SEE SHEET 7

ALPINE AVENUE





Staff Report

TO: Mayor and Council Members  
FROM: Aftab Hussain, Public Works & Utility Manager  
DATE: January 2, 2019  
SUBJECT: Landscape Improvement Acceptance on Oak Valley Parkway – Pardee Homes

---

**Background and Analysis:**

Pardee Homes has completed home construction within the Tournament Hills development which is located in the northwest corner of Oak Valley Parkway and Desert Lawn Drive as well as landscape improvements along Oak Valley Parkway just west of Potrero Boulevard. The boundary of landscape improvements are depicted in Attachment A. The landscape improvements are not bonded improvements, however, staff has determined the completed improvements are ready for the City to accept and maintain.

The Community Services Department has verified the condition of the landscape improvements and has recommended acceptance. Upon accepting the landscape improvements, the Community Services Department will begin maintaining the improvements.

**Fiscal Impact:**

The fiscal impact of inspecting all of the improvements totaled 1 hour of staff time, with 1 hour for preparing the staff report. The fiscal impact of preparing the staff report and inspecting the improvements is approximately \$200.

Finance Director Review: \_\_\_\_\_

**Recommendation:**

1. Approve and authorize the Mayor to sign the attached Notice of Completion and Certificate of Acceptance document for accepting the completed landscape improvements on Oak Valley Parkway.

City Manager Review:  \_\_\_\_\_

**Attachments:**

- A. Aerial Boundary and Photos of Completed Landscape Improvements on Oak Valley Parkway
- B. Notice of Completion for Accepting Landscape Improvements on Oak Valley Parkway
- C. Certificate of Acceptance for Accepting Landscape Improvements on Oak Valley Parkway

**Attachment A**

**Aerial Boundary and Photos of Completed Landscape Improvements  
on Oak Valley Parkway**



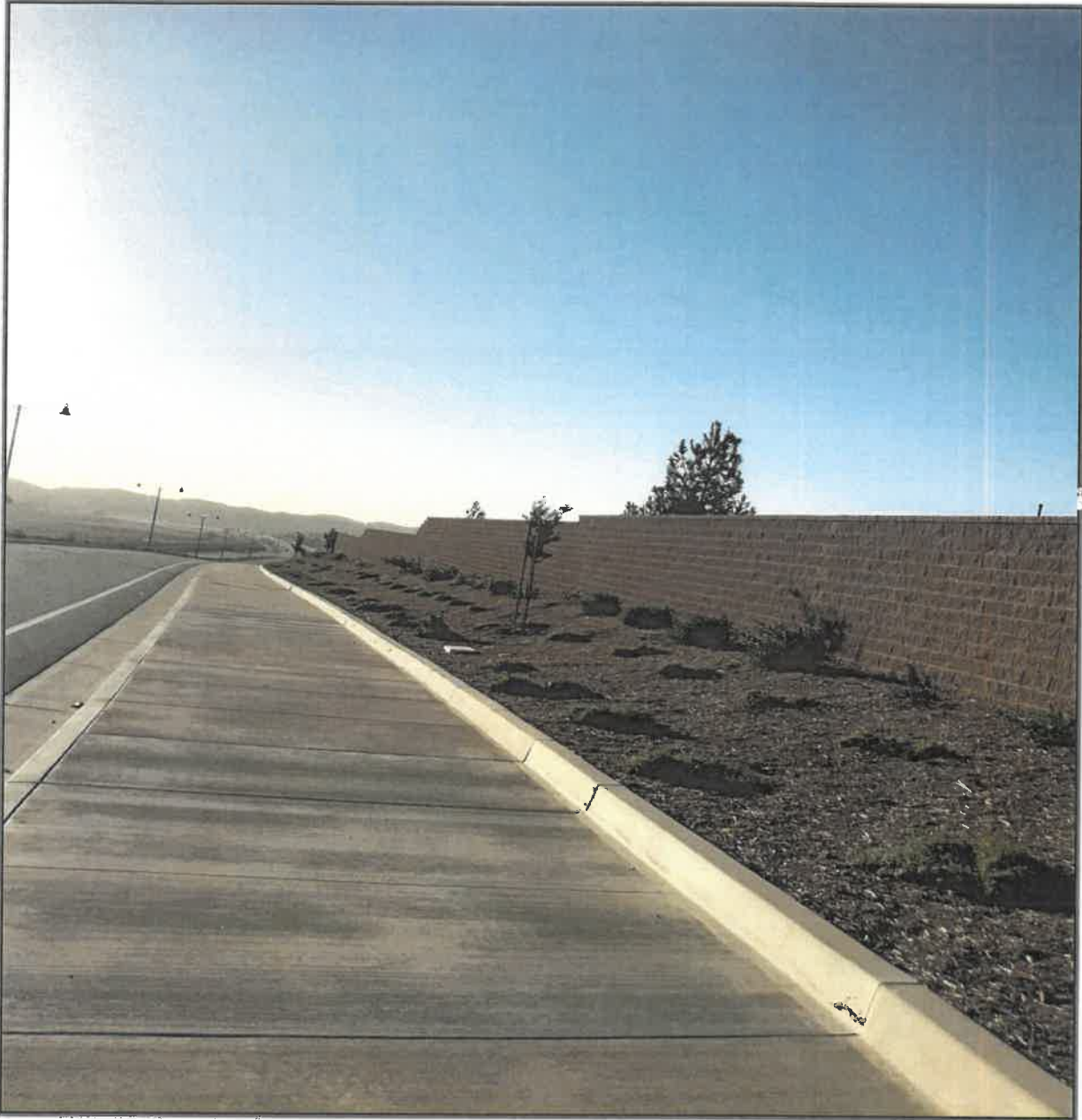
Potrero Boulevard

Completed Landscape

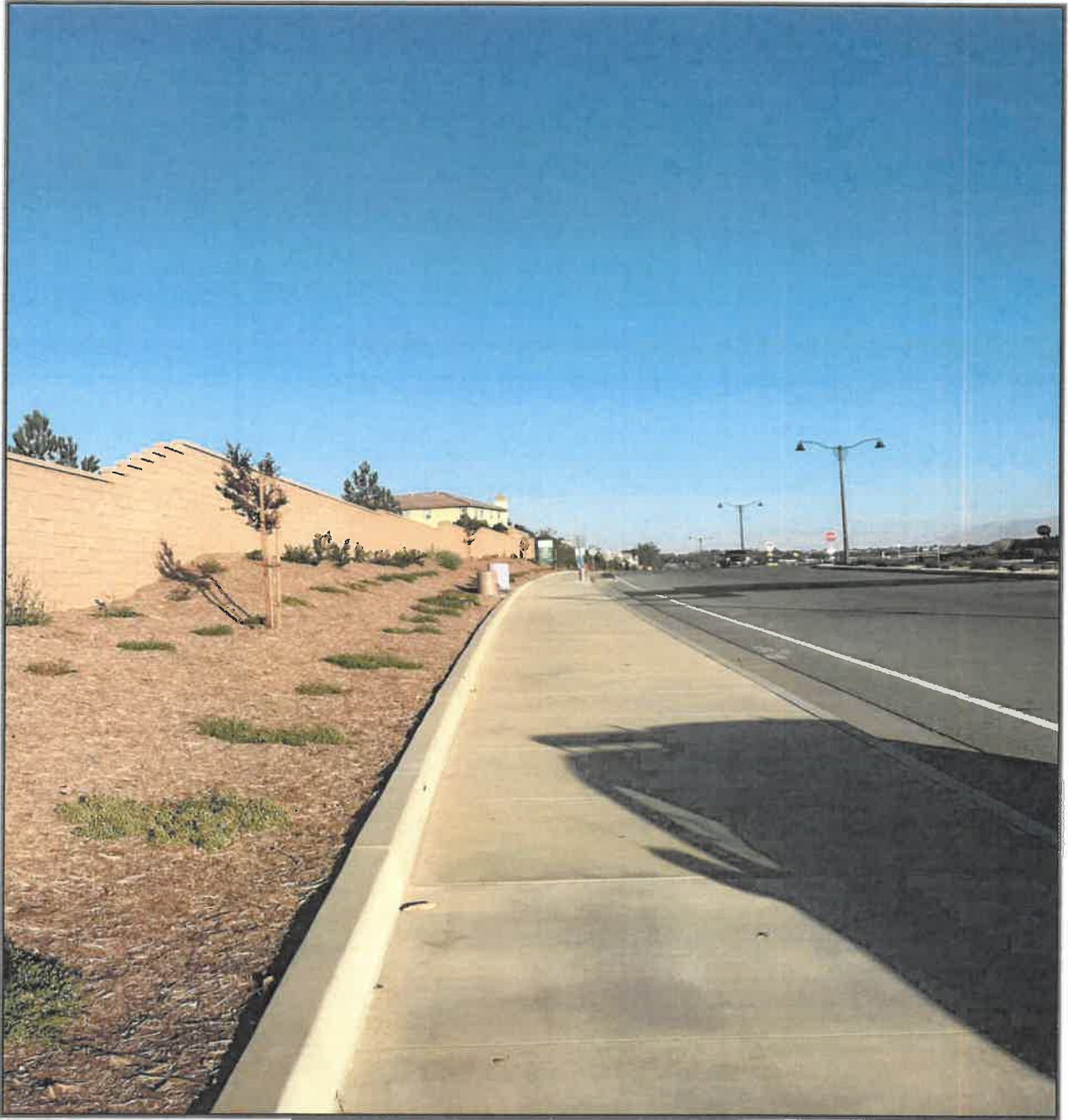
Oak Valley Parkway

Completed Landscape

Completed Landscape









**Attachment B**

**Notice of Completion for Accepting Landscape Improvements on Oak  
Valley Parkway**

**When Recorded Return  
Original To:**

City of Beaumont  
550 East 6<sup>th</sup> Street  
Beaumont, CA 92223

NO RECORDING FEE REQUIRED  
PER GOVERNMENT CODE SECTION 27383

**NOTICE OF COMPLETION**

NOTICE is hereby given that the CITY OF BEAUMONT, 550 East 6<sup>th</sup> Street, Beaumont, California, 92223, a municipal corporation, is owner in fee of an easement in the property hereinafter described. Said owner caused a work of improvement on the property hereinafter described and was COMPLETED on January 2, 2019 by Pardee Homes, owner.

The property on which said work of improvement was completed in the City of Beaumont, County of Riverside, and State of California lying in Section(s) 6, Township 3 South, Range 1 West.

**For Landscape Improvements Completed on Oak Valley Parkway West of Potrero Boulevard**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julio Martinez,  
Mayor of the City of Beaumont, CA

**VERIFICATION:**

I the undersigned am the Mayor of the City of Beaumont, the declarant of the foregoing Notice of Completion. I have read the said Notice of Completion and know the contents thereof: The same is true of my knowledge. I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julio Martinez,  
Mayor of the City of Beaumont, CA

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

On \_\_\_\_\_ before me, \_\_\_\_\_ Notary Public, personally appeared Julio Martinez, MAYOR OF THE CITY OF BEAUMONT, CALIFORNIA, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

BY: \_\_\_\_\_  
NOTARY

(SEAL)

**Attachment C**

**Certificate of Acceptance for Accepting Landscape Improvements on  
Oak Valley Parkway**

**When Recorded Return  
Original To:**

City of Beaumont  
550 East 6<sup>th</sup> Street  
Beaumont, CA 92223

**NO RECORDING FEE REQUIRED PER  
GOVERNMENT CODE SECTION 27383**

**CERTIFICATE OF ACCEPTANCE**

NOTICE is hereby given that the CITY OF BEAUMONT, 550 East 6<sup>th</sup> Street, Beaumont, California, 92223, a municipal corporation, is owner in fee of an easement in the property hereinafter described. Said owner hereby ACCEPTS the maintenance of **Landscape Improvements on Oak Valley Parkway West of Potrero Boulevard** on the property hereinafter described and that was COMPLETED on January 2, 2019 by Pardee Homes, owner.

The property on which said work of improvement was completed in the City of Beaumont, County of Riverside, and State of California lying in Section(s) 6, Township 3 South, Range 1 West

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julio Martinez,  
Mayor of the City of Beaumont, CA

**VERIFICATION:**

I the undersigned am the Mayor of the City of Beaumont, the declaring of the foregoing Notice of Completion. I have read the said Notice of Completion and know the contents thereof: The same is true of my knowledge. I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julio Martinez,  
Mayor of the City of Beaumont, CA

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

On \_\_\_\_\_ before me, \_\_\_\_\_ Notary Public, personally appeared Julio Martinez, MAYOR OF THE CITY OF BEAUMONT, CALIFORNIA, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

BY: \_\_\_\_\_  
NOTARY

(SEAL)

## Staff Report

TO: Mayor and City Council Members

FROM: Melana Taylor, Finance Director

DATE: January 2, 2019

SUBJECT: Annual Compliance Report for AB1600 Development Impact Fees

---

**Background and Analysis:**

State of California Assembly Bill 1600 (AB 1600) – the Mitigation Fee Act (Gov. Code, Sections 66000 *et seq.*) sets forth the standards against which monetary exactions on development projects are measured.

The City Council adopted and updated various other development impact fees applicable to new development within the City. The purpose of development impact fees is to finance the design, construction and acquisition of facilities and equipment necessary to accommodate future development within the City.

Development impact fees that are collected are segregated and placed in special funds or accounts, which earn interest. Those funds are held for the facilities for which the fees are collected, in accordance with Government Code Section 66006.

January 16, 2018, City Council approved AB1600 report for fiscal year ended June 30, 2017. As of June 30, 2018, the City had 19 separate and distinct active fees that are collected, and 7 separate and distinct fees that were previously collected but not fully utilized pursuant to AB 1600. A summary listing of the fees, along with the balance for each fee account, as of June 30, 2018, is attached as Attachment "A". The AB1600 report for FY17-18 was made available on the City's website for public inspection on December 14, 2018.

**Annual Compliance Reporting for all Development Impact Fees**

Government Code Subsection 66006 (b) (1) sets forth the annual compliance reporting requirements as:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

*A brief description of the type of fee in the account or fund;*

*The amount of the fee;*

*The beginning and ending balance of the account or fund;*

*The amount of the fees collected and the interest earned;*

*An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees;*

*An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete; and*

*A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an inter-fund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan; and*

*The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

#### Compliance Report Format

Attached is a report which fulfills the annual compliance requirements of Section 66006. The Council should note that the City is also required to identify an approximate date for starting construction on a public improvements within 180 days after determining sufficient funds have been collected to complete financing of the improvement. Staff will be tracking the required timing for such construction.

#### **Fiscal Impact:**

As a result of ongoing City development, impact fees totaling \$10,461,409.47 were recorded and \$29,590,044.52 has been spent or transferred to specific projects to benefit the City. The time to prepare the required reports total 32 hours of staff time, converting to an approximate cost of \$3,100.

Finance Director Review: \_\_\_\_\_

#### **Recommendation:**

1. Receive and file Annual Compliance Report for AB1600 Development Impact Fees

City Manager Review:     *R*    

**Attachments:**

- A. Summary Data and Attachments #1 – #26 for each Development Impact Fee

# Exhibit A

## Summary of AB1600 Development Impact Fee Reports

Report #	Description	Balance 06/30/2017	Fees	Interest	Expenditure	Refund	Balance 06/30/2018
1	Traffic Signal	1,977,226.49	169,571.10		(1,175,500.00)	(1,080.60)	970,216.99
2	Railroad Crossing	2,287,387.86	183,600.39		(2,300,000.00)	(1,221.84)	169,766.41
3	Fire Facility	3,080,560.09	351,198.36		(1,000,000.00)	(3,194.52)	2,428,563.93
4	BSFF Facility	501,365.90	266,527.75		(2,250.00)	(3,000.00)	762,643.65
5	Emergency Preparedness	(2,972,144.17)	442,165.79			(4,377.78)	(2,534,356.16)
6	General Plan	361,987.27	32,966.26		(394,653.53)	(300.00)	-
7	Recycled Water	1,552,405.26	531,198.10		(525,000.00)	(4,719.84)	1,553,883.52
8	Noble Creek Sewer	54,638.66			(54,638.66)		-
9	Trunk Main Facility	248,183.56	7,957.98		(256,141.54)		-
10	Upper Potrero Sewer	91,074.44	1,952.54		(93,026.98)		-
11	Lower Potrero Sewer	440,799.75	42,460.96		(483,260.71)		-
12	San Timoteo Sewer	165,187.22	35,606.54		(200,793.76)		-
13	Eastside Facility	104,622.88			(104,622.88)		-
14	Westside Facility	1,049.68			(1,049.68)		-
15	Road and Bridge Benefit	13,959,974.81	3,720,085.51		(15,714,704.27)	(65,678.34)	1,899,677.71
16	CFD - TUMF	-					-
17	Regional Park	1,771,092.24	154,696.10			(5,543.40)	1,920,244.94
18	Alley In-Lieu Facility	34,125.03					34,125.03
19	Sewer Capacity	5,518,502.23	3,053,671.61		(7,277,033.28)	(30,750.00)	1,264,390.56
20	South West Water	7,369.23			(7,369.23)		-
21	4th Street Extension	101,168.60					101,168.60
22	Willow Springs	17,725.43					17,725.43
23	Recreational Facilities	-	264,917.33				264,917.33
24	Police Facilities	-	190,054.07				190,054.07
25	Community Park Development	-	458,236.63				458,236.63
26	Neighborhood Park Development	-	554,542.45				554,542.45
<b>Totals</b>		<b>29,304,302.46</b>	<b>10,461,409.47</b>	<b>-</b>	<b>(29,590,044.52)</b>	<b>(119,866.32)</b>	<b>10,055,801.09</b>

## Summary of Expenditures and Transfers to Projects

Project #	Description	Amount
	Costs related to potential sites for CNG Station Total	2,250.00
	WRCOG Payment for Regional Transportation Projects Total	2,000,000.00
2016-001	Oak Valley Parkway/I-10 Interchange Signalization Total	1,170,500.00
2016-003	Potrero Interchange, Phase I Total	8,160,644.27
2016-004	General Plan Update Total	394,653.53
2017-001	Pennsylvania Avenue Total	1,150,000.00
2017-002	Oak Valley Project Total	769,060.00
2017-003	Cherry Valley Blvd Total	2,100,000.00
2017-005	Waste Water Treatment Plant Expansion Total	4,062,935.17
2017-006	Brine Pipeline to San Bernardino Total	4,815,001.55
2017-007	Title 22 Recycled Water Total	25,000.00
2017-009	Pennsylvania Widening Total	650,000.00
2017-012	Pennsylvania Ave/UPR Grade Separation Total	1,150,000.00
2017-013	California Ave/UPR Grade Separation Total	1,150,000.00
2017-014	Highland Springs/1st Street Storm Drain Total	185,000.00
2017-016	Beaumont Avenue Signalization Total	5,000.00
2017-020	Brine Capacity Total	100,000.00
2017-027	Oak Valley/I-10 Interchange Total	700,000.00
2017-028	Potrero Fire Station Total	1,000,000.00
	<b>Total</b>	<b>29,590,044.52</b>



**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
TRAFFIC SIGNAL IMPACT FEES  
Fiscal Year Ending June 30, 2018**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

*(A) A brief description of the type of fee in the account or fund.*

**Traffic Signal Impact Fee** – The purpose of this fee is to finance the construction of traffic signals and improvements needed to maintain traffic movement and safety on City streets. These fees provide the above described project funding to accommodate traffic generated by future development within the City.

*(B) The amount of the fee.*

	Dev Units <sup>1</sup>	Impact Fee Per Unit <sup>1</sup>	Updated 11/6/2017 <sup>1 2</sup>
Residential-Single Family	DU	\$180.10	\$268.03
Residential-Duplex/Multi	DU	\$180.10	\$268.03
Residential-Mobile Home	DU	\$180.10	\$268.03
Commercial, General	KSF	N/A	N/A
Commercial, Service	KSF	N/A	N/A
Hotel/Motel	KSF	N/A	N/A
Industrial-Light	KSF	N/A	N/A
Industrial-Heavy	KSF	N/A	N/A

1 Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

2 Net Impact Fee (Gross \$270.71 less 1% Administration portion \$2.68).

*(C) The beginning and ending balance of the account or fund.*

*(D) The amount of the fees collected and the interest earned.*

Beginning – July 1, 2017	\$1,977,226.49
Plus: Fees Collected	169,571.10
Interest	.00
Less: Expenditure	(1,175,500.00)
Refunds	(1,080.60)
Ending – June 30, 2018	\$ 970,216.99

*(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No direct expenditures were made for these public improvements during this fiscal year.

*(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Engineering, design and planning work is currently being done for two signals at Oak Valley Blvd and I10 off and on Ramps. Studies have started on planning of 5 additional signals throughout the City. The signals identified in the Impact Fee Study are to be completed in the next three years, or as soon as they are warranted.

*(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

Transfers were made to the following projects:

2016-001	Oak Valley Parkway/I-10 Interchange Signalization	\$1,170,500.00
2017-016	Beaumont Avenue Signalization	\$ 5,000.00

*(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

Refund to Developer due to expiration of building permits issued.

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
RAILROAD CROSSING FACILITY FEE  
Fiscal Year Ending June 30, 2018**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**Railroad Crossing Facility Fee** - The purpose of this fee is to finance the construction of Railroad Crossings, traffic signals, improvements needed to maintain traffic movement and safety on City streets. These fees provide the above described project funding to accommodate traffic generated by future development within the City.

(B) *The amount of the fee.*

	Dev Units <sup>1</sup>	Impact Fee Per Unit <sup>1</sup>	Updated 11/6/2017 <sup>12</sup>
Residential-Single Family	DU	\$203.64	\$288.04
Residential-Duplex/Multi	DU	\$203.64	\$288.04
Residential-Mobile Home	DU	\$203.64	\$288.04
Commercial, General	KSF	N/A	N/A
Commercial, Service	KSF	N/A	N/A
Hotel/Motel	KSF	N/A	N/A
Industrial-Light	KSF	N/A	N/A
Industrial-Heavy	KSF	N/A	N/A

1 Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

2 Net Impact Fee (Gross \$290.92 less 1% Administration portion \$2.88).

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2017	\$2,287,387.86
Plus: Fees Collected	183,600.39
Interest	.00
Less: Expenditure	(2,300,000.00)
Refunds	(1,221.84)
Ending – June 30, 2018	<u>\$ 169,766.41</u>

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No direct expenditures were made for these public improvements during this fiscal year.

*(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Engineering, design and planning work for Pennsylvania Avenue Grade Separation is expected to start in FY2017/18 and be completed by 2019/20 at a cost of \$2 million. Preliminary design work For California Avenue Grade Separation Project is expected to start in FY2017/18. Quiet Zone Project for California Avenue and Viele Street is currently on hold.

*(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

Transfers were made to the following projects:

2017-012	Pennsylvania Ave/UPR Grade Separation	\$1,150,000.00
2017-013	California Ave/UPR Grade Separation	\$1,150,000.00

*(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

Refund to Developer due to expiration of building permits issued.

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
FIRE STATION FACILITY FEE  
Fiscal Year Ending June 30, 2018**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**Fire Facility Fee** – The Fee is used to fund the design, permitting, administration, acquisition, construction of fire station facilities and equipment necessary to serve future development in the City.

(B) *The amount of the fee.*

	Dev Units <sup>1</sup>	Impact Fee Per Unit <sup>1</sup>	Updated 1/22/2018 <sup>1,2</sup>
Residential-Single Family	DU	\$532.42	\$563.05
Residential-Duplex/Multi	DU	\$532.42	\$563.05
Residential-Mobile Home	DU	\$532.42	\$563.05
Commercial, General	KSF	N/A	N/A
Commercial, Service	KSF	N/A	N/A
Hotel/Motel	KSF	N/A	N/A
Industrial-Light	KSF	N/A	N/A
Industrial-Heavy	KSF	N/A	N/A

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

<sup>2</sup> Net Impact Fee (Gross \$568.68 less 1% Administration portion \$5.63).

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2017	\$ 3,080,560.09
Plus: Fees Collected	351,198.36
Interest	.00
Less: Expenditure	(1,000,000.00)
Refunds	<u>(3,194.52)</u>
Ending – June 30, 2018	\$ 2,428,563.93

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No direct expenditures were made for these public improvements during this fiscal year.

*(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Engineering, design and planning work for West Side Fire Station Project is expected to start in FY2017/18 and the construction is expected to be complete by FY 2019/20.

*(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

Transfers were made to the following project:

2017-028	Potrero Fire Station	\$1,000,000.00
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*(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

Refund to Developer due to expiration of building permits issued.

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
PUBLIC FACILITY FEE**

**Fiscal Year Ending June 30, 2018**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**BSFF Facility Fee** – This fee is required to maintain present basic services and to offset the ever increasing demand caused in part by construction of new residential development and that said fee is necessary for the preservation of the public peace, health and safety.

**In January 2018, BSFF Facility Fee was renamed to Public Facility Fee.**

(B) *The amount of the fee.*

	Dev Units <sup>1</sup>	Impact Fee Per Unit <sup>1</sup>	Updated 1/22/2018 <sup>1 2</sup>
Residential-Single Family	DU	\$500.00	\$414.48
Residential-Duplex/Multi	DU	\$500.00	\$414.48
Residential-Mobile Home	DU	\$500.00	\$414.48
Commercial, General	KSF	N/A	N/A
Commercial, Service	KSF	N/A	N/A
Hotel/Motel	KSF	N/A	N/A
Industrial-Light	KSF	N/A	N/A
Industrial-Heavy	KSF	N/A	N/A

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

<sup>2</sup> Net Impact Fee (Gross \$418.62 less 1% Administration portion \$4.14).

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2017	\$501,365.90
Plus: Fees Collected	266,527.75
Interest	.00
Less: Expenditure	(2,250.00)
Refunds	<u>(3,000.00)</u>
Ending – June 30, 2018	\$762,643.65

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

October 2017 Title searches (Commonwealth Title Company) \$2,250.00  
Project: Potential sites for CNG Station (in research phase – further plans could be made in FY 2018/2019)

*(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Preliminary design work for City Hall complex is expected to start in FY 2018/19. Design work for City hall expansion is expected to start in FY 2019/20.

*(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

No interfund transfers or loans were made during the fiscal year utilizing these funds.

*(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

Refund to Developer due to expiration of building permits issued.



**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
EMERGENCY PREPAREDNESS FEE  
Fiscal Year Ending June 30, 2018**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**Emergency Preparedness Fee** – This fee is established for the purpose of continuing growth of the City of Beaumont combined with the expectation of high quality services by its citizens, and has been a catalyst for review of City's existing and future public facilities, as well as a variety of emergencies, near-disasters which provides care for its citizens during disasters and other emergencies affecting public health and welfare.

(B) *The amount of the fee.*

	Dev Units <sup>1</sup>	Impact Fee Per Unit <sup>1</sup>
Residential-Single Family	DU	\$729.63
Residential-Duplex/Multi	DU	\$729.63
Residential-Mobile Home	DU	\$729.63
Commercial, General	KSF	.22/SF
Commercial, Service	KSF	.22/SF
Hotel/Motel	KSF	.22/SF
Industrial-Light	KSF	.22/SF
Industrial-Heavy	KSF	.22/SF

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2017	\$ (2,972,144.17)
Plus: Fees Collected	442,165.79
Interest	.00
Less: Expenditure	(.00)
Refunds	<u>(4,377.78)</u>
Ending – June 30, 2018	\$ (2,534,356.16)

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditures were made for these public improvements during this fiscal year.

- (F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

This fund has been over allocated; Current fees collected are paying for previously completed project. Future projects will be proposed once the fees accumulate again.

- (G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

No interfund transfers or loans were made during the fiscal year utilizing these funds.

- (H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

Refund to Developer due to expiration of building permits issued.

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
GENERAL PLAN FEE (GPE)  
Fiscal Year Ending June 30, 2018**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**GPF Fee** – The purpose of this fee is to finance updates to the City’s General Plan.

(B) *The amount of the fee.*

	Dev Units <sup>1</sup>	Impact Fee Per Unit <sup>1</sup>
Residential-Single Family	DU	\$50.00
Residential-Duplex/Multi	DU	\$50.00
Residential-Mobile Home	DU	\$50.00
Commercial, General	KSF	.05/SF
Commercial, Service	KSF	.05/SF
Hotel/Motel	KSF	.05/SF
Industrial-Light	KSF	.05/SF
Industrial-Heavy	KSF	.05/SF

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2017	\$361,987.27
Plus: Fees Collected	32,966.26
Interest	.00
Less: Expenditure	(394,653.53)
Refunds	<u>(300.00)</u>
Ending – June 30, 2018	\$0.00

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditures were made for these public improvements during this fiscal year.

(F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines*

*that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Contract for General Plan Update was awarded to Raimi and Associates on December 6, 2016. The update is expected to be complete by FY 2018/19.

(G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

Transfers were made to the following project:

2016-004	General Plan Update	\$394,653.53
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(H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

Refund to Developer due to expiration of building permits issued.

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
RECYCLED WATER FACILITY FEE  
Fiscal Year Ending June 30, 2018**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

*(A) A brief description of the type of fee in the account or fund.*

**Recycled Water Facility Fee** – The purpose of this fee is to make provisions for assessing and collecting fees referred to as “water facilities fees” as a condition of issuing a permit for development of any portion of land which is benefitted by the acquisition and construction of the of the Southwest Properties Water Project for the purpose of defraying the actual or estimated cost of construction of the improvements.

*(B) The amount of the fee.*

	Dev Units <sup>1</sup>	Impact Fee Per Unit <sup>1</sup>
Residential-Single Family	DU	\$786.64
Residential-Duplex/Multi	DU	\$786.64
Residential-Mobile Home	DU	\$786.64
Commercial, General	KSF	N/A
Commercial, Service	KSF	N/A
Hotel/Motel	KSF	N/A
Industrial-Light	KSF	N/A
Industrial-Heavy	KSF	N/A

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

*(C) The beginning and ending balance of the account or fund.*

*(D) The amount of the fees collected and the interest earned.*

Beginning – July 1, 2017	\$1,552,405.26
Plus: Fees Collected	531,198.10
Interest	.00
Less: Expenditure	(525,000.00)
Refunds	<u>(4,719.84)</u>
Ending – June 30, 2018	\$1,553,883.52

*(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditures were made for these public improvements during this fiscal year.

- (F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Engineering, design and planning work is currently being performed for upgrades to the Wastewater Treatment Plant to produce recycled water. The construction of the new facility is expected to be completed by FY 2020/2021.

- (G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

Transfers were made to the following project:

2017-005 Waste Water Treatment Plant and Expansion \$525,000.00

- (H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

Refund to Developer due to expiration of building permits issued.

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
NOBLE CREEK SEWER MAIN FACILITY FEES  
Fiscal Year Ending June 30, 2018**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**Noble Creek Sewer Main Facility Fee** – The Purpose of this fee is for the finance of construction for sewer force main and related infrastructure.

(B) *The amount of the fee.*

	<u>Dev Units<sup>1</sup></u>	<u>Impact Fee Per Unit<sup>1</sup></u>
Residential-Single Family	DU	\$N / A
Residential-Duplex/Multi	DU	\$N / A
Residential-Mobile Home	DU	\$N / A
Commercial, General	KSF	\$N / A
Commercial, Service	KSF	\$N / A
Hotel/Motel	KSF	\$N / A
Industrial-Light	KSF	\$N / A
Industrial-Heavy	KSF	\$N / A

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2017	\$ 54,638.66
Plus: Fees Collected	.00
Interest	.00
Less: Expenditure	(54,638.66)
Refunds	(.00)
Ending – June 30, 2018	\$ .00

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditures were made for these public improvements during this fiscal year.



*(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Engineering, design and planning work is currently being done for Brine Pipeline from Waste Water Treatment Plant to San Bernardino.

*(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

Transfers were made to the following project:

2017-006	Brine Pipeline to San Bernardino	\$54,638.66
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*(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during the fiscal year.

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
SOUTHERN TRUNK MAIN SEWER  
Fiscal Year Ending June 30, 2018**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**Trunk Main Facility Fee** – The purpose of this fee is to establish and generate revenues sufficient to install sewer trunk main, bridge and major thoroughfare transportation facilities.

(B) *The amount of the fee.*

	<u>Dev Units</u> <sup>1</sup>	<u>Impact Fee Per Unit</u> <sup>1</sup>
Residential-Single Family	DU	\$90.15
Residential-Duplex/Multi	DU	\$90.15
Residential-Mobile Home	DU	\$90.15
Commercial, General	KSF	N/A
Commercial, Service	KSF	N/A
Hotel/Motel	KSF	N/A
Industrial-Light	KSF	N/A
Industrial-Heavy	KSF	N/A

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2017	\$248,183.56
Plus: Fees Collected	7,957.98
Interest	.00
Less: Expenditure	(256,141.54)
Refunds	<u>(.00)</u>
Ending – June 30, 2018	\$ .00

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditures were made for these public improvements during this fiscal year.

*(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Engineering, design and planning work is currently being done for Brine Pipeline from Waste Water Treatment Plant to San Bernardino.

*(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

Transfers were made to the following project:

2017-006	Brine Pipeline to San Bernardino	\$256,141.54
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*(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during the fiscal year.

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
UPPER POTRERO SEWER FACILITY FEES  
Fiscal Year Ending June 30, 2018**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**Upper Potrero Sewer Facility Fee** – The Purpose of this fee is to finance sewer mains, force mains, and other sewer related infrastructures.

(B) *The amount of the fee.*

	Dev Units <sup>1</sup>	Impact Fee Per Unit <sup>1</sup>
Residential-Single Family	DU	\$251.66
Residential-Duplex/Multi	DU	\$251.66
Residential-Mobile Home	DU	\$251.66
Commercial, General	KSF	N/A
Commercial, Service	KSF	N/A
Hotel/Motel	KSF	N/A
Industrial-Light	KSF	N/A
Industrial-Heavy	KSF	N/A

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2017	\$ 91,074.44
Plus: Fees Collected	1,952.54
Interest	.00
Less: Expenditure	(93,026.98)
Refunds	(.00)
Ending – June 30, 2018	\$ .00

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditures were made for these public improvements during this fiscal year.

*(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Engineering, design and planning work is currently being done for Brine Pipeline from Waste Water Treatment Plant to San Bernardino.

*(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

Transfers were made to the following projects:

2017-006	Brine Pipeline to San Bernardino	\$93,026.98
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*(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during the fiscal year.

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
LOWER POTRERO SEWER FACILITY FEES  
Fiscal Year Ending June 30, 2018**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

*(A) A brief description of the type of fee in the account or fund.*

**Lower Potrero Sewer Facility Fees** – The Purpose of this fee is to finance sewer mains, force mains, and other sewer related infrastructures.

*(B) The amount of the fee.*

	Dev Units <sup>1</sup>	Impact Fee Per Unit <sup>1</sup>
Residential-Single Family	DU	\$492.16
Residential-Duplex/Multi	DU	\$492.16
Residential-Mobile Home	DU	\$492.16
Commercial, General	KSF	N/A
Commercial, Service	KSF	N/A
Hotel/Motel	KSF	N/A
Industrial-Light	KSF	N/A
Industrial-Heavy	KSF	N/A

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

*(C) The beginning and ending balance of the account or fund.*

*(D) The amount of the fees collected and the interest earned.*

Beginning – July 1, 2017	\$ 440,799.75
Plus: Fees Collected	42,460.96
Interest	.00
Less: Expenditure	(483,260.71)
Refunds	(.00)
Ending – June 30, 2018	\$ 0.00

*(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditures were made for these public improvements during this fiscal year.

(F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Engineering, design and planning work is currently being done for Brine Pipeline from Waste Water Treatment Plant to San Bernardino.

(G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

Transfers were made to the following projects:

2017-006	Brine Pipeline to San Bernardino	\$483,260.71
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(H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during the fiscal year.



**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
SAN TIMOTEO SEWER FACILITY FEE  
Fiscal Year Ending June 30, 2018**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**San Timoteo Sewer Facility Fees**– This Fee Study calculates a proposed facility fee based upon the reasonable apportionment of sewer facility costs to measurable units of development in accordance with Government code Section 6600.

(B) *The amount of the fee.*

	<u>Dev Units<sup>1</sup></u>	<u>Impact Fee Per Unit<sup>1</sup></u>
Lower Oak Valley Sewer	EDU	\$996.55
Upper Oak Valley Sewer	EDU	\$857.13
Beaumont Mesa Sewer	EDU	\$241.94

Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2017	\$ 165,187.22
Plus: Fees Collected	\$35,606.54
Interest	.00
Less: Expenditure	(200,793.76)
Refunds	(.00)
Ending – June 30, 2018	\$ .00

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditures were made for these public improvements during this fiscal year.

(F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of*

*subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Engineering, design and planning work is currently being done for Brine Pipeline from Waste Water Treatment Plant to San Bernardino.

*(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

Transfers were made to the following project:

2017-006	Brine Pipeline to San Bernardino	\$200,793.76
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*(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during the fiscal year.

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
EASTSIDE FACILITY FEE  
Fiscal Year Ending June 30, 2018**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**E-S Trans Fee** – The purpose of this fee is to determine the probable design and construction cost of certain transportation and sewer facilities needed to support the logical and orderly development in the Fee Area in accordance with the General Plan and the Master Sewer Plan and to calculate a proposed facility fee based upon the reasonable apportionment of transportation and sewer facility cost to measurable units of development in accordance with Government code Section 6600.

(B) *The amount of the fee.*

<u>Facility/Service Area</u>	<u>Facility Fee Per EDU</u>	
Transportation System	\$ 1,397.98	
Upper Potrero Sewer	\$ 245.93	
Lower Potrero Sewer	\$ 480.95	
Southern Trunk Main	\$ 88.10	
<u>Equivalent Dwelling Unit Factors</u>	<u>Transportation EDU</u>	<u>Sewer</u>
Residential Dwelling Unit	1.00	1.00
Industrial or Commercial Acre	17.16	10.00

1 Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2017	\$104,622.88
Plus: Fees Collected	.00
Interest	.00
Less: Expenditure	(104,622.88)
Refunds	(.00)
Ending – June 30, 2018	\$ .00

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditures were made for these public improvements during this fiscal year.

*(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Engineering, design and planning work is currently being done for Brine Pipeline from Waste Water Treatment Plant to San Bernardino.

*(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

Transfers were made to the following project:

2017-006	Brine Pipeline to San Bernardino	\$ 104,622.88
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*(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during the fiscal year.

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
WESTSIDE FACILITY FEE  
Fiscal Year Ending June 30, 2018**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**W-S Trans Fee** – The purpose of this fee was to generate revenue sufficiently to install sewer trunk main, bridge and major thoroughfare transportation facilities, and between growth and the need for additional sewer trunk main, that are required by the additional new development.

(B) *The amount of the fee.*

Noble Creek Sewer TM	\$164.25
Noble Creek Sewer FM	\$169.06
Noble CK. Collector Sewer	\$891.88
Potrero Sewer, Phase I	\$866.67
Willow Springs Sewer	\$443.47
Gateway Sewer	\$406.48

1 Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2017	\$ 1,049.68
Plus: Fees Collected	.00
Interest	.00
Less: Expenditure	(1,049.68)
Refunds	(.00)
Ending – June 30, 2018	\$ .00

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditures were made for these public improvements during this fiscal year.

*(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Engineering, design and planning work is currently being done for Brine Pipeline from Waste Water Treatment Plant to San Bernardino.

*(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

Transfers were made to the following project:

2017-006	Brine Pipeline to San Bernardino	\$1,049.68
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*(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during the fiscal year.

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
ROAD AND BRIDGE BENEFIT FACILITY FEE  
Fiscal Year Ending June 30, 2018**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

*(A) A brief description of the type of fee in the account or fund.*

**Road and Bridge Benefit Facility Fee** – This fee was established to prepare the Beaumont Road and Bridge District Area of Benefit District Fee Study to fairly and equitably allocate transportation facility cost for Required Improvements in accordance with Ordinance No. 837 and AB 1600.

*(B) The amount of the fee.*

	Dev Units <sup>1</sup>	Impact Fee Per Unit <sup>1</sup>	Updated 11/6/2017 <sup>1 2</sup>
Residential-Single Family	DU	\$10,946.39	\$2,440.31
Residential-Duplex/Multi	DU	\$10,946.39	\$2,440.31
Residential-Mobile Home	DU	\$10,946.39	\$2,440.31
Commercial, General	KSF	N/A	N/A
Commercial, Service	KSF	N/A	N/A
Hotel/Motel	KSF	N/A	N/A
Industrial-Light	KSF	N/A	N/A
Industrial-Heavy	KSF	N/A	N/A

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

<sup>2</sup> Net Impact Fee (Gross \$2,464.71 less 1% Administration portion \$24.40).

*(C) The beginning and ending balance of the account or fund.*

*(D) The amount of the fees collected and the interest earned.*

Beginning – July 1, 2017	\$13,959,974.81
Plus: Fees Collected	3,720,085.51
Interest	.00
Less: Expenditure	(15,714,704.27)
Refunds	(65,678.34)
Ending – June 30, 2018	<u>\$ 1,899,677.71</u>

*(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

Direct expenditure was made during this fiscal year as follows:

September 2017	Western Regional Council of Governments, for Regional Transportation Projects	\$2,000,000.00
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(F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Engineering, design and planning work is currently being done for Potrero/I60 Interchange Project. Construction for this Project is expected to start in FY 2017/18. Engineering, design and planning work for Pennsylvania Avenue/I10 Interchange Project, Highland Springs/I10 Interchange Project, Oak Valley/I10 Interchange and Cherry Valley/I10 Interchange Project is expected to start in FY2017/18.

(G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

Transfers were made to the following projects:

2016-003	Potrero Interchange, Phase I	\$8,160,644.27
2017-001	Pennsylvania Avenue	\$1,150,000.00
2017-002	Oak Valley Project	769,060.00
2017-003	Cherry Valley	2,100,000.00
2017-009	Pennsylvania Widening	650,000.00
2017-014	Highland Springs/1 <sup>st</sup> St Storm Drain	185,000.00
2017-027	Oak Valley/I-10 Interchange	700,000.00

(H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

Refund to Developer due to expiration of building permits issued.



**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
TUMF FEE**

**Fiscal Year Ending June 30, 2018**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**TUMF Fee** – The City joined the TUMF Program effective November 22, 2017. The purpose of this fee is to collect funds pursuant to WRCOG, and TUMF fee programs.

(B) *The amount of the fee is pursuant to WRCOG schedule, subject to update on an annual basis..*

(C) *The beginning and ending balance of the account or fund.*

All amounts collected in TUMF fees were timely reported and remitted to WRCOG.

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2017	\$	(.00)
Plus: Fees Collected		(.00)
Interest		(.00)
Less: Expenditure		(.00)
Refunds		(.00)
Ending – June 30, 2018		(.00)

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditures were made for these public improvements during this fiscal year.

(F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

*(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

No interfund transfers or loans were made during the fiscal year utilizing these funds.

*(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during the fiscal year.

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
REGIONAL PARK FEE  
Fiscal Year Ending June 30, 2018**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**Regional Park Fee** – The purpose of this fee is to finance construction of regional parks and amenities.

**Effective January 22, 2018, the Regional Park Fee was eliminated.**

(B) *The amount of the fee.*

	<u>Dev Units</u> <sup>1</sup>	<u>Impact Fee Per Unit</u> <sup>1</sup>
Multi- Family	DU	\$721.80
Age Restricted	DU	\$519.70

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2017	\$1,771,092.24
Plus: Fees Collected	154,696.10
Interest	.00
Less: Expenditure	(.00)
Refunds	<u>(5,543.40)</u>
Ending – June 30, 2018	\$1,920,244.94

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No direct expenditures were made for these public improvements during this fiscal year.

(F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of*

*subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Funds will be used towards regional park improvements.

*(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

No interfund transfers or loans were made during the fiscal year utilizing these funds.

*(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

Refund to Developer due to expiration of building permits issued.

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
ALLEY IN-LIEU FACILITY FEE  
Fiscal Year Ending June 30, 2018**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

*(A) A brief description of the type of fee in the account or fund.*

**Alley In-Lieu Facility Fee** – The purpose of this fee is to finance improvements to city alleys within the City.

*(B) The amount of the fee.*

This fee is currently not being collected.

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

*(C) The beginning and ending balance of the account or fund.*

*(D) The amount of the fees collected and the interest earned.*

Beginning – July 1, 2017	\$34,125.03
Plus: Fees Collected	.00
Interest	.00
Less: Expenditure	(.00)
Refunds	(.00)
Ending – June 30, 2018	\$34,125.03

*(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditures were made for these public improvements during this fiscal year.

*(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Engineering, design and construction of alleys is proposed for every fiscal year in City's five year CIP. The funds collected under this fee will supplement alley paving projects.

*A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

No interfund transfers or loans were made during the fiscal year utilizing these funds.

*(G) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during the fiscal year.

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
SEWER CAPACITY FEE  
Fiscal Year Ending June 30, 2018**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

*(A) A brief description of the type of fee in the account or fund.*

**Sewer Fee** – The purpose of this fee is to finance the capacity increase in the Waste Water Treatment Plant.

*(B) The amount of the fee.*

**Per Ordinance No. 1087, dated June 6, 2017**

For permanent single family residence (SFR) the fixed rate per Equivalent Dwelling Unit (EDU) \$5,125.00

Connection/Capacity for new non-SFR customers connecting to the City's sewer system shall be calculated based on a multiple of EDUs based on the individual flow and strength characteristics of the new customer pursuant to a resolution of the City Council.

*(C) The beginning and ending balance of the account or fund.*

*(D) The amount of the fees collected and the interest earned.*

Beginning – July 1, 2017	\$ 5,518,502.23
Plus: Fees Collected	3,053,671.61
Interest	.00
Less: Expenditure	(7,277,033.28)
Refunds	<u>(30,750.00)</u>
Ending – June 30, 2018	\$ 1,264,390.56

*(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditures were made for these public improvements during this fiscal year.

*(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Engineering, design and planning work is currently being performed for upgrades to the Wastewater Treatment Plant to 6MGD capacity and to construct a line connecting to Inland Empire Brine Line to dispose of the brine from City's plant. The construction of the new facility is expected to be completed by FY 2020/2021

*(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

Transfers were made to the following projects:

2017-005	WWTP Expansion and Advanced R/O	\$ 3,537,935.17
2017-006	Brine Pipeline to San Bernardino	\$ 3,614,098.11
2017-007	Title 22 Recycled Water	\$ 25,000.00
2017-020	Brine Capacity	\$ 100,000.00

*(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

Refund to Developer due to expiration of building permits issued.



**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
SOUTH WEST WATER FEES  
Fiscal Year Ending June 30, 2018**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

*(A) A brief description of the type of fee in the account or fund.*

**South West Water Fees** – Purpose of this fee is to make provisions for assessing and collecting fees, herein referred to as “water facilities fees,” as a condition of issuing a permit for development of any portion of land which is benefitted by the acquisition and construction of the Southwest Properties Water Project for the purpose of defraying the actual or estimated costs of construction of the Improvements.

*(B) The amount of the fee.*

Southwest Properties Water	\$ 88.99 Per EDU
	\$40.00 Per Frontage Foot.
	<i>(Rolling Hills Ranch Only)</i>

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

*(C) The beginning and ending balance of the account or fund.*

*(D) The amount of the fees collected and the interest earned.*

Beginning – July 1, 2017	\$7,369.23
Plus: Fees Collected	.00
Interest	.00
Less: Expenditure	(7,369.23)
Refunds	(.00)
Ending – June 30, 2018	\$ .00

*(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditures were made for these public improvements during this fiscal year.

*(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an*

*incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Engineering, design and planning work is currently being done for Brine Pipeline from Waste Water Treatment Plant to San Bernardino.

*(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

Transfers were made to the following project:

2017-006	Brine Pipeline to San Bernardino	\$7,369.23
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*(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during the fiscal year.

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
4<sup>th</sup> STREET EXTENSION FEES  
Fiscal Year Ending June 30, 2018**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**4<sup>TH</sup> Street Extension Fee** – The purpose of this fee is to finance the construction of the extension of 4<sup>th</sup> Street. These fees provide the above described project funding to accommodate traffic generated by future development within the City

(B) *The amount of the fee.*

	<u>Dev Units<sup>1</sup></u>	<u>Impact Fee Per Unit<sup>1</sup></u>
Residential-Single Family	EDU	\$509.05
Residential-Duplex/Multi	EDU	\$509.05
Residential-Mobile Home	EDU	\$509.05
Commercial, General	KSF	N/A
Commercial, Service	KSF	N/A
Hotel/Motel	KSF	N/A
Industrial-Light	KSF	N/A
Industrial-Heavy	KSF	N/A

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2017	\$	101,168.60
Plus: Fees Collected		.00
Interest		.00
Less: Expenditure		(.00)
Refunds		(.00)
Ending – June 30, 2018	\$	101,168.60

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditures were made for these public improvements during this fiscal year.

- (F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

There are not sufficient fees collected as of yet to start planning for any projects.

- (G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

No interfund transfers or loans were made during the fiscal year utilizing these funds.

- (H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during the fiscal year.

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
WILLOW SPRINGS SEWER  
Fiscal Year Ending June 30, 2018**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**Willow Springs Sewer Fee** – The purpose of this fee is to establish and generate revenues sufficient to install sewer line facilities.

(B) *The amount of the fee.*

	<u>Dev Units</u> <sup>1</sup>	<u>Impact Fee Per Unit</u> <sup>1</sup>
Residential-Single Family	DU	\$453.80
Residential-Duplex/Multi	DU	\$453.80
Residential-Mobile Home	DU	\$453.80
Commercial, General	KSF	N/A
Commercial, Service	KSF	N/A
Hotel/Motel	KSF	N/A
Industrial-Light	KSF	N/A
Industrial-Heavy	KSF	N/A

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2017	\$17,725.43
Plus: Fees Collected	.00
Interest	.00
Less: Expenditure	(.00)
Refunds	(.00)
Ending – June 30, 2018	\$ 17,725.43

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditures were made for these public improvements during this fiscal year.

- (F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

There are not sufficient fees collected as of yet to start planning for any projects.

- (G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

No interfund transfers or loans were made during the fiscal year utilizing these funds.

- (H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during the fiscal year.

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
RECREATIONAL FACILITY FEE  
Fiscal Year Ending June 30, 2018**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**Recreational Facility Fee** – The purpose of this fee is to finance additional recreation facilities to serve the future development.

**Fee is effective January 22, 2018.**

(B) *The amount of the fee.*

	<u>Dev Units</u> <sup>1</sup>	<u>Impact Fee Per Unit</u> <sup>1 2</sup>
Residential-Single Family	DU	\$708.41
Residential-Duplex/Multi	DU	\$708.41
Residential-Mobile Home	DU	\$708.41
Commercial, General	KSF	N/A
Commercial, Service	KSF	N/A
Hotel/Motel	KSF	N/A
Industrial-Light	KSF	N/A
Industrial-Heavy	KSF	N/A

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

<sup>2</sup> Net Impact Fee (Gross \$715.49 less 1% Administration portion \$7.08).

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2017	\$	.00
Plus: Fees Collected		264,917.33
Interest		.00
Less: Expenditure		(.00)
Refunds		(.00)
Ending – June 30, 2018	\$	264,917.33

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No direct expenditures were made for these public improvements during this fiscal year.

- (F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Funds will be used towards additional recreational facilities.

- (G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

No interfund transfers or loans were made during the fiscal year utilizing these funds.

- (H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during the fiscal year.



**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
POLICE FACILITY FEE**

**Fiscal Year Ending June 30, 2018**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**Police Facility Fee** – The purpose of this fee is to finance additional police facilities to serve future development.

**Fee is effective January 22, 2018.**

(B) *The amount of the fee.*

	<u>Dev Units</u> <sup>1</sup>	<u>Impact Fee Per Unit</u> <sup>1 2</sup>
Residential-Single Family	DU	\$486.17
Residential-Duplex/Multi	DU	\$486.17
Residential-Mobile Home	DU	\$486.17
Commercial, General	KSF	N/A
Commercial, Service	KSF	N/A
Hotel/Motel	KSF	N/A
Industrial-Light	KSF	N/A
Industrial-Heavy	KSF	N/A

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

<sup>2</sup> Net Impact Fee (Gross \$491.03 less 1% Administration portion \$4.86).

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2017	\$	.00
Plus: Fees Collected		190,054.07
Interest		.00
Less: Expenditure		(.00)
Refunds		(.00)
Ending – June 30, 2018	\$	<u>190,054.07</u>

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No direct expenditures were made for these public improvements during this fiscal year.

- (F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Funds will be used towards additional police facilities to serve future development.

- (G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

No interfund transfers or loans were made during the fiscal year utilizing these funds.

- (H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during the fiscal year.

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
COMMUNITY PARK DEVELOPMENT FEE  
Fiscal Year Ending June 30, 2018**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

*(A) A brief description of the type of fee in the account or fund.*

**Community Park Development Fee** – The purpose of this fee is to finance land acquisition and construction of community parks with related amenities.  
**Fee is effective January 22, 2018.**

*(B) The amount of the fee.*

	Dev Units <sup>1</sup>	Impact Fee Per Unit <sup>1 2</sup>
Residential-Single Family	DU	\$2,326.31
Residential-Duplex/Multi	DU	\$2,326.31
Residential-Mobile Home	DU	\$2,326.31
Commercial, General	KSF	N/A
Commercial, Service	KSF	N/A
Hotel/Motel	KSF	N/A
Industrial-Light	KSF	N/A
Industrial-Heavy	KSF	N/A

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

<sup>2</sup> Net Impact Fee (Gross \$2,349.57 less 1% Administration portion \$23.26).

*(C) The beginning and ending balance of the account or fund.*

*(D) The amount of the fees collected and the interest earned.*

Beginning – July 1, 2017	\$	.00
Plus: Fees Collected		458,236.63
Interest		.00
Less: Expenditure		(.00)
Refunds		(.00)
Ending – June 30, 2018	\$	458,236.63

*(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No direct expenditures were made for these public improvements during this fiscal year.

- (F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Funds will be used towards acquisition of land and construction of community park improvements.

- (G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

No interfund transfers or loans were made during the fiscal year utilizing these funds.

- (H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during the fiscal year.

**CITY OF BEAUMONT  
ANNUAL COMPLIANCE REPORT FOR AB 1600  
NEIGHBORHOOD PARK DEVELOPMENT FEE  
Fiscal Year Ending June 30, 2018**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

(A) *A brief description of the type of fee in the account or fund.*

**Neighborhood Park Development Fee** – The purpose of this fee is to finance land acquisition and construction of neighborhood parks with related amenities.  
**Fee is effective January 22, 2018.**

(B) *The amount of the fee.*

	Dev Units <sup>1</sup>	Impact Fee Per Unit <sup>1 2</sup>
Residential-Single Family	DU	\$2,815.22
Residential-Duplex/Multi	DU	\$2,815.22
Residential-Mobile Home	DU	\$2,815.22
Commercial, General	KSF	N/A
Commercial, Service	KSF	N/A
Hotel/Motel	KSF	N/A
Industrial-Light	KSF	N/A
Industrial-Heavy	KSF	N/A

<sup>1</sup> Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

<sup>2</sup> Net Impact Fee (Gross \$2,843.37 less 1% Administration portion \$28.15).

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2017	\$	.00
Plus: Fees Collected		554,542.45
Interest		.00
Less: Expenditure		(.00)
Refunds		(.00)
Ending – June 30, 2018	\$	554,542.45

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No direct expenditures were made for these public improvements during this fiscal year.

- (F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Funds will be used towards acquisition of land and construction of neighborhood park improvements.

- (G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

No interfund transfers or loans were made during the fiscal year utilizing these funds.

- (H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during the fiscal year.

Staff Report

TO: Mayor and City Council Members  
 FROM: Nicole Wheelwright, Deputy City Clerk  
 DATE: January 2, 2019  
 SUBJECT: Approve by Title Only, "An Ordinance of the City Council of the City of Beaumont, California Amending Section 5.08.110 'Patio Garage and/or Yard Sales' in the City of Beaumont Municipal Code."

**Background and Analysis:**

Per City Council's direction at the October 16, 2018, and November 20, 2018, City Council meetings, the attached ordinance has been prepared with the amendments as directed. These amendments would allow for a permit for a patio, garage, and/or yard sale to be issued to a resident twice within a calendar year. The previous code restricted the allowance of one permit every six months. The intention of the proposed changes would give the opportunity to a resident to request such permits without a six-month waiting period in between.

A public hearing was held on December 18, 2018 regarding this ordinance and was approved at its first reading. Should Council approve this ordinance, it shall take effect after 30 days from the date of approval.

**Fiscal Impact:**

The costs associated for this municipal code update includes newspaper legal advertisement fees, codification fees, staff and legal time. Said fees are based upon the word count of the notice and published ordinance. Additional cost of codification is based upon the length of the ordinance. All associated fees including staff and legal time are estimated at \$840 for this update.

Finance Director Review: \_\_\_\_\_

**Recommendation:**

1. Approve the second reading of the ordinance by title only "An Ordinance of the City Council of the City of Beaumont, California Amending Section 5.08.110 'Patio Garage and/or Yard Sales' in the City of Beaumont Municipal Code."

City Manager Review: RV

**Attachments:**

- A. Proposed Ordinance
- B. Current Code Section 5.08.110



**Attachment A**  
Proposed Ordinance

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA AMENDING SECTION 5.08.110 "PATIO, GARAGE AND/OR YARD SALES" IN THE CITY OF BEAUMONT MUNICIPAL CODE**

WHEREAS, the Beaumont City Council desires to amend section 5.05.110 "Patio, Garage and/or Yard Sales; and

WHEREAS, the current code restricts such sales to be held no more often than once each six months at any residential address; and

WHEREAS, the current code restricts that a license for such sales shall not be issued more often than once in each six months; and

WHEREAS, The Beaumont City Council desires to allow such license and sales to be twice in a calendar year; and

WHEREAS, the current code requires the City Treasurer to issue such licenses upon payment; and

WHEREAS, staff advises the code be updated to reflect the current operations in which administrative staff tracks and issues such licenses; and

WHEREAS, this Ordinance shall repeal and replace City of Beaumont Ordinance 442.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BEAUMONT DOES ORDAIN AS FOLLOWS:**

**SECTION 1. CEQA.** The City Council finds that the actions contemplated by this Ordinance are exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15060 (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

**SECTION 3.** The City Council hereby adds Section 5.08.110 "Patio, Garage and/or Yard Sales" to the City of Beaumont Municipal Code as follows:

**Attachment B**  
Current Code Section 5.08.110

**Section 5.08.110**  
**“Patio, Garage and/or Yard Sales”**

*"Patio, garage and/or yard sales"* means a sale held at a private residence by the owner or owners, tenant and/or occupant thereof and since it is recognized that it is necessary to dispose of personal property by means of an on-site sale, this section is designed to define the limits of such sales:

A. Patio, garage and/or yard sales shall be held no more often than twice per calendar year at any residential address and for a period not to exceed five consecutive days.

B. A license shall be required for sales such as described in subsection A of this section and such license shall not be issued more often than twice per calendar year, shall be valid only for a stated residential address and for no longer than five consecutive days.

C. Licenses required under this title shall be issued by the City upon the payment of the license fee therefore, as provided in this title, and the licenses shall state the beginning and ending dates of such sale.

D. Estate sales for the disposition of personal property of a deceased occupant of a residence may be issued by the City to the personal representative of such decedent. The duration of such sales shall be for a reasonable length of time as determined by the City.

E. Nothing contained in this section is intended, nor shall it prevent or prohibit various types of sales held by recognized charitable or social organizations having their headquarters within the corporate limits of the City.

F. All goods, products and merchandise proposed to be sold at a patio, garage and/or yard sale are subject to inspection by any peace officer of the City in the exercise of his duty as such.

**SECTION 4. Repeal of Ordinance Number 442.** Effective as of the date that Beaumont Municipal Code Section 5.08.110 takes effect, Ordinance Number 442 shall be repealed and of no further force or effect.

**SECTION 5. Severability.** The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance enforced.

**SECTION 6. Effective Date and Publication.** The Mayor shall sign and the Deputy City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within 15 days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect 30 days after adoption in accordance with Government Code Section 36937.

**INTRODUCED AND READ** for the first time and ordered posted at a regular meeting of the City Council of the City of Beaumont, California, held on the 18th day of December, 2018, by the following roll call vote:

AYES: Santos, White, Lara, Martinez, Carroll  
NOES  
ABSENT:  
ABSTAIN

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Beaumont, California, held on the 2nd day of January, 2019.

AYES:  
NOES  
ABSENT:  
ABSTAIN

\_\_\_\_\_  
Mayor

Attest:  
  
\_\_\_\_\_  
City Clerk

Approved as to form:  
  
\_\_\_\_\_  
John O. Pinkney, City Attorney



## Staff Report

TO: Mayor and Council Members

FROM: Thaxton Van Belle, Chief Plant Operator

DATE: January 2, 2019

SUBJECT: Approve a Professional Services Agreement with Clinical Laboratory Services of San Bernardino, Inc., to Provide Laboratory Testing Services at the City of Beaumont Wastewater Treatment Plant in the Amount Not to Exceed \$76,800 Per Year

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**Background and Analysis:**

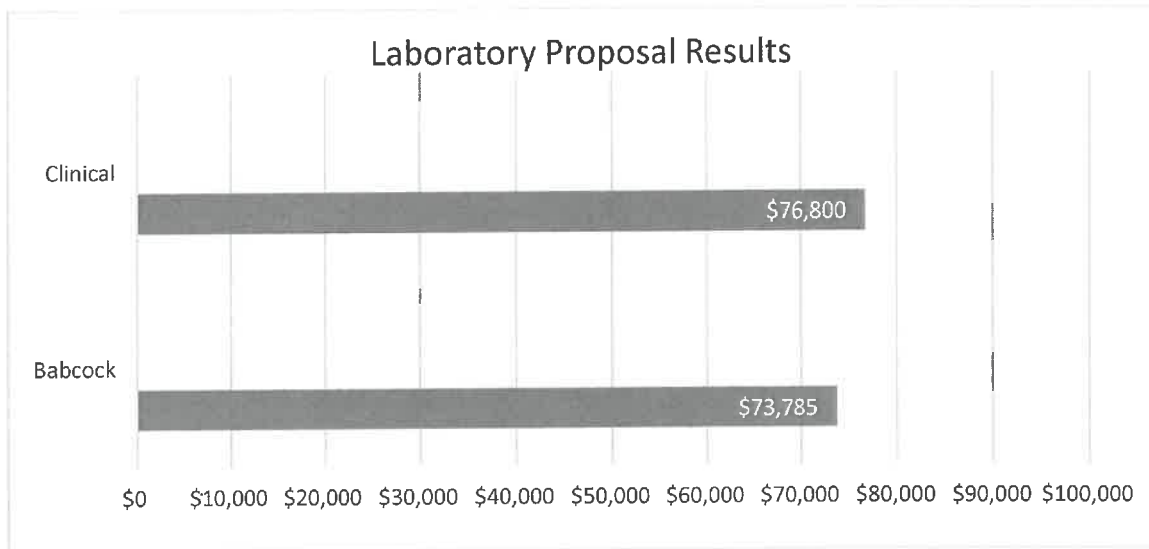
Currently, the City of Beaumont utilizes Clinical Laboratory Services of San Bernardino, Inc., to perform wastewater sampling and testing services at the City's Wastewater Treatment Plant (WWTP). The City's WWTP is permitted by the U.S. Environmental Protection Agency (USEPA) and the State Water Quality Control Board under Order No. R8-2015-0026 and NPDES No. CA0105376 to collect wastewater, treat wastewater, and discharge treated wastewater. The permits require that wastewater from the WWTP be sampled and tested by certified laboratories that document the laboratory analysis and provide the results to the City. The City then files the laboratory results to the State Water Quality Control Board WWTP per the requirements within the Monitoring and Reporting Program section of the NPDES permit.

The City issued a request for proposals (RFP) on November 27, 2018, to interested firms qualified to provide laboratory testing services at the WWTP. The RFP specified the scope of services needed for the WWTP, including the specific analyses of wastewater required and the number of tests needed on an annual basis.

The City received two proposals from the following certified laboratory testing firms:

- Babcock Laboratories, Inc.
- Clinical Laboratory Services of San Bernardino, Inc.

Staff evaluated the proposals and ranked each proposal in accordance with the scoring criteria identified in the RFP. Proposal cost for sampling and testing each wastewater constituent was a factor in selecting a certified laboratory firm. The following chart includes the proposal cost from each laboratory firm:



While scoring the proposals, it was noted that 1) Clinical Laboratory Services of San Bernardino, Inc., does not charge for additional consulting services beyond the scope of the RFP, while Babcock Laboratories, Inc., listed a rate of \$125/hr. 2) Clinical Laboratories Services of San Bernardino, Inc., sends their project manager to the plant daily (M-Th) for in-person interactions, while Babcock Laboratories, Inc., does not, and 3) Clinical Laboratory Services of San Bernardino, Inc., employs its own couriers, which was weighted heavily considering a single missed pick-up could result in fines of \$3,000 per missed test (California Water Code Section 13855 (h) - MMPs).

Staff recommends selecting Clinical Laboratory Services of San Bernardino, Inc.


**Fiscal impact:**

The fiscal impact for WWTP laboratory services will be \$76,800 per year.

Finance Director Review: \_\_\_\_\_

**Recommendation:**

1. Approve a Professional Services Agreement with Clinical Laboratory Services of San Bernardino, Inc., to provide laboratory testing services at the City of Beaumont Wastewater Treatment Plant in the amount not to exceed \$76,800 per year.

City Manager Review:  \_\_\_\_\_



**Attachments:**

- A. Laboratory Testing Services RFP Solicited by City of Beaumont
- B. Scope of Services for Laboratory Testing
- C. Clinical Laboratory Inc., Cost Proposal
- D. Babcock Laboratory Inc., Cost Proposal
- E. Professional Services Agreement with Clinical Laboratory Services, of San Bernardino, Inc.

**Attachment A**

**Laboratory Testing Services RFP Solicited by City of Beaumont**



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

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

**Phone:**  
951.769.8520

# Request for Proposal For Laboratory Testing Services for the Wastewater Treatment Plant (WWTP)

**Proposals Due By:**

2:00 pm

**December 11, 2018**

**Contact:**

Gull Nawaz

Assistant Engineer

[gnawaz@beaumontca.gov](mailto:gnawaz@beaumontca.gov)

**RFP Available:**

[www.publicpurchase.com](http://www.publicpurchase.com)



## Introduction

The City of Beaumont (City) is seeking proposals from qualified firms (Consultant) interested in providing Laboratory Testing Services for the City of Beaumont Wastewater Treatment Plant (WWTP). The WWTP requires daily testing and analysis to meet state permit reporting requirements. This service requires a consultant to collect and test samples from the WWTP 365 days per year. The lab must be certified by the State Water Resource Control Board in order to provide the service to the City.

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

Qualified firms that submit a proposal will be evaluated in accordance with the requirements defined within this RFP. Upon successful negotiations with the City, the selected firm will provide Laboratory Testing Services for the WWTP as described in this RFP.

## Background

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

## Scope of Services

The Scope of Services for Laboratory Testing is listed in Exhibit A.

## Additional Responsibilities

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

## Term

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

## Proposal Requirements

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

- A. Cover Letter: Maximum of two pages serving as an Executive Summary which shall include an understanding of the scope of services. The RFP shall be transmitted with a cover letter that must be signed by an official authorized to bind the consultant contractually. That letter accompanying the RFP shall also provide the name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.
- B. Introduction/Information: Introduction of the service proposal, including a statement of understanding for the types of services contemplated. Provide a discussion on how the objectives of the scope of services will be accomplished. Provide the name of the firm submitting the proposal, its mailing address, telephone number, and the name of the individual to contact if further information is required. Any participating firms and proposed sub-consultants shall be identified and included in the proposal (all sub-consultants must be approved by City prior to signing the agreement with City).
- C. The firm's approach to delivering the scope of services. Provide a description of the firm's approach to communicating effectively with City staff and officials, other jurisdictional stakeholders, and the public, to facilitate successful delivery of assigned tasks.
- D. Firm Profile: Provide a description of the firm, including number of professional personnel, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of particular expertise, etc.
- E. Location of principal office that will be responsible for the implementation of this contract.
- F. Resume of the Lead Consultant.
- G. Key Personnel: Provide a summary description of the key personnel, their roles and responsibilities, and their relevant experience. The proposal must name a

project manager. In addition to this summary, full resumes should be provided.

- H. Three to five references to include: name, address, contact person and phone number of the company, length of time services were provided, and a description of the services provided. In addition, the Financial Adviser shall provide a statement of the most relevant previous financings.
- I. Scope of Services: Provide a description of the tasks, sub-tasks, and deliverables that will be provided. The Scope of Work Program should be presented in a logical format that can be easily attached to the Professional Services Agreement.
- J. Cost proposal (including hourly rate) shall be submitted in a separate sealed envelope. This should include a not to exceed fee amount and fee schedule for services and hourly billable costs.
- K. Any other information which should be considered, such as any special services or customer service philosophy which define your firm's practice.
- L. The firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker's compensation, and vehicle coverage including comprehensive and collision insurance naming the City of Beaumont as additional insured. The proposal shall state whether such insurances will be in force at time of contract execution.

## Submittal

Four (4) bound copies, one (1) unbound copy and one (1) color digital PDF copy of the proposal must be submitted no later than 2:00pm, Tuesday, December 11, 2018. Postmarks and faxes are not acceptable. Proposal must be titled "RFP for Laboratory Services for the Wastewater Treatment Plant (WWTP)". Proposals and questions regarding this RFP shall be directed in writing to:

Gull Nawaz  
Assistant Engineer  
City of Beaumont  
550 E. 6th Street  
Beaumont, CA 92223  
gnawaz@beaumontca.gov

No postmarked proposals will be accepted. Once submitted, proposals, including the composition of the consulting staff, cannot be altered without prior written consent of the City.

All costs associated with preparation of any proposal shall be the sole responsibility of the proposer. Each proposal shall be limited to a maximum of 30 pages (not including resumes), using minimum 12-point font size. Electronic copies of the proposal will not be accepted.

**\*DUE DATE FOR QUESTIONS IS DECEMBER 4, 2018, AT 12:00 PM.**

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

## Confidentiality

Prior to the proposal submittal deadline, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the proposal submittal deadline, all responses will be regarded as public record and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

## Amendments to Request for Proposals

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

## Non-Commitment to City

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

## Conflict of Interest

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

## Proposal Evaluation/Selection

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

evaluate the proposals:

<b>Criteria</b>	<b>Points</b>
Understanding of the Scope of Services	15
Demonstrated Professional Skill and Credentials	15
Related Experience	10
Approach to Performing this Type of Service	10
Familiarity with City, County & RWQCB Reporting	10
Proposed Fee	40
<b>Total</b>	<b>100</b>

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

## Exhibits

- A. Scope of Services for Laboratory Testing
- B. Sample Professional Services Agreement

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

**EXHIBITS TO FOLLOW**



**EXHIBIT A**  
**Scope of Services for Laboratory Testing**

#	Analyte	# Samples/Year
1	Quarterly Sludge	4
2	Stormwater	16
3	Annual Sampling	1
	Treatment Facility	# Samples/Year
1	Inorganic Nitrogen	24
2	Total Hardness Calculated	24
3	Total Coliform (MTF)	365
4	Bicarbonate	12
5	Biochemical Oxygen Demand	730
6	Carbonate	12
7	Chloride	12
8	Fluoride	12
9	Hydroxide	12
10	Sulfate	12
11	Suspended Solids	730
12	Total Alkalinity	12
13	Total Dissolved Solids	36
14	Total Solid	12
15	Boron	16
16	Chromium	20
17	Copper	20
18	Mercury	20
19	Selenium	20
20	Silver	20
21	Sodium	20
22	Chronic Toxicity	13
23	Cyanide	4
24	Cyanide, Amenable	4
25	Total Organic Carbon	4
26	Antimony	4
27	Arsenic	8
28	Barium	4
29	Cadmium	8
30	Cobalt	4
31	Iron	4
32	Lead	8
33	Manganese	8
34	Nickel	8
35	Thallium	4
36	Zinc	8
37	Phenolic Compounds (EPA 420.4)	4
38	Purgeable Organics	4
39	Trivalent Chromium	2
40	Beryllium	2
41	Asbestos	2
42	Dioxin	2

43	Organochlorine Pesticides	2
44	Polychlorinated Biphenyls	2
45	Semi-Volatile Organics	2
46	Volatile Organics	2
47	Shipping and All Necessary Containers	-

**EXHIBIT B**  
**Sample Professional Services Agreement**

**AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and \_\_\_\_\_ whose address is \_\_\_\_\_ (“CONTRACTOR”).

**RECITALS**

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

- A. CITY desires to engage CONTRACTOR to provide \_\_\_\_\_;  
and
- B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A”; and
- C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

**AGREEMENT**

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

- 1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.
- 2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: \_\_\_\_\_ and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates \_\_\_\_\_ as CONTRACTOR’S professional responsible for overseeing the Services provided by CONTRACTOR.
- 3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed \_\_\_\_\_ dollars (\$ , ).

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

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

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

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

5. Obligations of CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 7. General Conditions pertaining to Insurance Coverage

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

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

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



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

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

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

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

## 8. Indemnification.

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

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

CONTRACTOR as they are incurred by CITY.

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

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

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

11. Status of CONTRACTOR.

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

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

and licenses for itself and its employees and subcontractors.

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

12. Ownership of Documents; Audit.

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

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

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

13. Miscellaneous Provisions.

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

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or

interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

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

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

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

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

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

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

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

**CITY:**

CITY OF BEAUMONT

By: \_\_\_\_\_  
Nancy Carroll, Mayor

**CONTRACTOR:**

\_\_\_\_\_

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

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

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

**EXHIBIT "A"**

**PROPOSAL**

## **Attachment B**

### **Scope of Services for Laboratory Testing**

#	Analyte	# Samples/Year
1	Quarterly Sludge	4
2	Stormwater	16
3	Annual Sampling	1
Treatment Facility		# Samples/Year
1	Inorganic Nitrogen	24
2	Total Hardness Calculated	24
3	Total Coliform (MTF)	365
4	Bicarbonate	12
5	Biochemical Oxygen Demand	730
6	Carbonate	12
7	Chloride	12
8	Fluoride	12
9	Hydroxide	12
10	Sulfate	12
11	Suspended Solids	730
12	Total Alkalinity	12
13	Total Dissolved Solids	36
14	Total Solid	12
15	Boron	16
16	Chromium	20
17	Copper	20
18	Mercury	20
19	Selenium	20
20	Silver	20
21	Sodium	20
22	Chronic Toxicity	13
23	Cyanide	4
24	Cyanide, Amenable	4
25	Total Organic Carbon	4
26	Antimony	4
27	Arsenic	8
28	Barium	4
29	Cadmium	8
30	Cobalt	4
31	Iron	4
32	Lead	8
33	Manganese	8
34	Nickel	8
35	Thallium	4
36	Zinc	8
37	Phenolic Compounds (EPA 420.4)	4
38	Purgeable Organics	4
39	Trivalent Chromium	2
40	Beryllium	2
41	Asbestos	2
42	Dioxin	2



43	Organochlorine Pesticides	2
44	Polychlorinated Biphenyls	2
45	Semi-Volatile Organics	2
46	Volatile Organics	2
47	Shipping and All Necessary Containers	-

**Attachment C**

**Clinical Laboratory Cost Proposal**

**Section J**  
**Cost Proposal**

## Cost Proposal

Analyte	Samples Per Year	Cost	Extended Cost
Quarterly Sludge	4	\$1,845.00	\$7,380.00
Stormwater	16	\$90.00	\$1,440.00
Annual Sampling	1	\$1,663.00	\$1,663.00
Inorganic Nitrogen	24	\$30.00	\$720.00
Total Hardness Calculated	24	\$10.00	\$240.00
Total Coliform (MTF)	365	\$20.00	\$7,300.00
Bicarbonate	12	\$10.00	\$120.00
Biochemical Oxygen Demand	730	\$25.00	\$18,250.00
Carbonate	12	\$10.00	\$120.00
Chloride	12	\$10.00	\$120.00
Fluoride	12	\$20.00	\$240.00
Hydroxide	12	\$10.00	\$120.00
Sulfate	12	\$10.00	\$120.00
Suspended Solids	730	\$15.00	\$10,950.00
Total Alkalinity	12	\$10.00	\$120.00
Total Dissolved Solids	36	\$15.00	\$540.00
Total Solid	12	\$25.00	\$300.00
Boron	16	\$15.00	\$240.00
Chromium	20	\$15.00	\$300.00
Copper	20	\$15.00	\$300.00
Mercury	20	\$35.00	\$700.00
Selenium	20	\$15.00	\$300.00
Silver	20	\$15.00	\$300.00
Sodium	20	\$15.00	\$300.00
Chronic Toxicity	13	\$1,525.00	\$19,825.00
Cyanide	4	\$45.00	\$180.00
Cyanide, Amenable	4	\$48.00	\$192.00
Total Organic Carbon	4	\$25.00	\$100.00
Antimony	4	\$15.00	\$60.00
Arsenic	8	\$15.00	\$120.00
Barium	4	\$15.00	\$60.00
Cadmium	8	\$15.00	\$120.00
Cobalt	4	\$15.00	\$60.00
Iron	4	\$15.00	\$60.00
Lead	8	\$15.00	\$120.00
Manganese	8	\$15.00	\$120.00
Nickel	8	\$15.00	\$120.00
Thallium	4	\$15.00	\$60.00
Zinc	8	\$15.00	\$120.00
Phenolic Compounds (EPA 420.4)	4	\$50.00	\$200.00
Purgeable Organics	4	\$125.00	\$500.00
Trivalent Chromium	2	\$65.00	\$130.00
Beryllium	2	\$15.00	\$30.00
Asbestos	2	\$240.00	\$480.00
Dioxin	2	\$445.00	\$890.00
Organochlorine Pesticides	2	\$100.00	\$200.00
Polychlorinated Byphenyls	2	\$45.00	\$90.00
Semi-Volatile Organics	2	\$265.00	\$530.00
Volatile Organics	2	\$125.00	\$250.00
Shipping and All Containers	-	No Charge	No Charge
Consulting Hourly Rate	-	No Charge	No Charge
<b>TOTAL EXTENDED</b>			<b>\$76,800.00</b>

**Attachment D**

**Babcock Laboratory Cost Proposal**



BABCOCK Laboratories, Inc.  
*The Standard of Excellence for Over 100 Years*

City of Beaumont

Request for Proposal  
For  
Laboratory Testing Services for the  
Wastewater Treatment Plant (WWTP)  
Due: 2:00 pm, December 11, 2018

Babcock Laboratories, Inc. Cost Proposal

Enclosed please find the Babcock Labs fee schedule for laboratory testing services for the City of Beaumont WWTP. This schedule is based on the RFP Exhibit A. Scope of Services. The anticipated annual cost for laboratory testing will depend on the level of service required by the City.

According to the RFP introduction, *"This service requires a consultant to collect and test samples from the WWTP 365 days per year."* Babcock Laboratories, Inc. maintains a staff of trained field technicians who routinely install 24 hour composite samplers to collect wastewater samples, including samples at wastewater treatment facilities. Babcock also provides routine sample pick-up and daily courier services.

To provide the City with the greatest choice and flexibility, the annual cost to the City has been summarized in the following options:

Option 1.

Babcock Laboratories, Inc. provides daily pick-up, transportation, testing, and reporting services to the City of Beaumont at the cost of \$65,185 for analytical testing and \$8,600 for pick-up and courier 365 days per year for a **total annual cost of \$73,785.**

Option 2.

Babcock Laboratories, Inc. provides daily collection, transportation, testing, and reporting services to the City of Beaumont at the cost of \$65,185 for analytical testing and \$63,875 for daily grab and composite sample collection and transportation 365 days per year for a **total annual cost of \$129,060.**

For detail please see Exhibit A Scope of Services spreadsheet.

**City of Beaumont RFP for Laboratory Testing Services for the Wastewater Treatment  
Plant 2018**

#	Analyte	# Samples/ Year		
	1 Quarterly Sludge*	4	\$ 158.00	\$632
	2 Stormwater**	16	\$ 67.00	\$1,072
	3 Annual Sampling	1	incl. below	
<b>Treatment Facility</b>		<b># Samples/Year</b>		
	1 Inorganic Nitrogen	24	\$ 21.00	\$504
	2 Total Hardness Calculated	24	\$ 18.00	\$432
	3 Total Coliform (MTF)	365	\$ 27.00	\$9,855
	4 Bicarbonate	12	incl. with Alkalinity	
	5 Biochemical Oxygen Demand	730	\$ 29.00	\$21,170
	6 Carbonate	12	incl. with Alkalinity	
	7 Chloride	12	\$ 7.00	\$84
	8 Fluoride	12	\$ 7.00	\$84
	9 Hydroxide	12	incl. with Alkalinity	
	10 Sulfate	12	\$ 7.00	\$84
	11 Suspended Solids	730	\$ 12.00	\$8,760
	12 Total Alkalinity	12	\$ 10.00	\$120
	13 Total Dissolved Solids	36	\$ 12.00	\$432
	14 Total Solid	12	\$ 12.00	\$144
	15 Boron	16	\$ 6.00	\$96
	16 Chromium	20	\$ 6.00	\$120
	17 Copper	20	\$ 6.00	\$120
	18 Mercury	20	\$ 12.00	\$240
	19 Selenium	20	\$ 6.00	\$120
	20 Silver	20	\$ 6.00	\$120
	21 Sodium	20	\$ 6.00	\$120
	22 Chronic Toxicity	13	\$ 1,350.00	\$17,550
	23 Cyanide	4	\$ 24.00	\$96
	24 Cyanide, Amenable	4	\$ 24.00	\$96
	25 Total Organic Carbon	4	\$ 26.00	\$104
	26 Antimony	4	\$ 6.00	\$24
	27 Arsenic	8	\$ 6.00	\$48
	28 Barium	4	\$ 6.00	\$24
	29 Cadmium	8	\$ 6.00	\$48
	30 Cobalt	4	\$ 6.00	\$24
	31 Iron	4	\$ 6.00	\$24
	32 Lead	8	\$ 6.00	\$48
	33 Manganese	8	\$ 6.00	\$48
	34 Nickel	8	\$ 6.00	\$48
	35 Thallium	4	\$ 6.00	\$24
	36 Zinc	8	\$ 6.00	\$48

Babcock Laboratories, Inc.

Exhibit A

37 Phenolic Compounds (EPA 420.4)	4	\$ 24.00	\$96
38 Purgeable Organics	4	\$ 90.00	\$360
39 Trivalent Chromium	2	\$ 12.00	\$24
40 Beryllium	2	\$ 6.00	\$12
41 Asbestos	2	\$ 250.00	\$500
42 Dioxin	2	\$ 350.00	\$700
43 Organochlorine Pesticides	2	\$ 90.00	\$180
44 Polychlorinated Biphenyls	2	\$ 90.00	\$180
45 Semi-Volatile Organics	2	\$ 195.00	\$390
46 Volatile Organics	2	\$ 90.00	\$180
Total Analytical Costs			\$65,185
47 All Necessary Containers	-	no charge	
48 Daily pick-up and transportation of samples, Monday-Friday		no charge	
49 Pick-up and transportation of samples on weekends—Saturday & Sunday	52	\$ 125.00	\$6,500
50 Holiday pickups***	7	\$ 300.00	\$2,100
49 Daily composite and grab sampling, if lab field staff requested to provide that service	365	\$ 175.00	\$63,875
50 Hourly laboratory labor rate if required	0	\$ 125.00	

\* Total Solids plus Priority Pollutant Metals

\*\* Total Suspended Solids, Oil & Grease, pH, Cu, Fe

\*\*\*New Years Day, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day



**Attachment E**

**Professional Services Agreement with Clinical Laboratory Services  
of San Bernardino, Inc**

## AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 2<sup>nd</sup> day of January, 2019 (“Effective Date”), by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and CLINICAL LAB of SAN BERNARDINO, INC., a California corporation whose address is 21881 Barton Road, Grand Terrace, CA 92313 (“CONTRACTOR”).

### RECITALS

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

A. CITY published a Request for Proposals for Laboratory Testing Services for the Wastewater Treatment Plant (“RFP”) with proposals due by December 11, 2018, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference.

B. CONTRACTOR has made a proposal (“Proposal”) to the CITY dated \_\_\_\_\_, 2018 to provide such professional services, which Proposal is attached hereto as Exhibit “B” and made a part hereof by this reference; and

C. Pursuant to CITY’s RFP selection process, CITY desires to engage CONTRACTOR to provide Wastewater Laboratory Testing Services for the City of Beaumont Wastewater Treatment Plant; 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. The term of this Agreement shall be for a term of one (1) year measured from the Effective Date (“First Term”). On the first anniversary of the Effective Date this Agreement shall automatically renew for an additional term of one (1) year (“Second Term”). Thereafter, on the second anniversary of the Effective Date this Agreement shall automatically renew for one (1) final additional term of one (1) year (“Third Term”) resulting in a maximum term of three (3) years. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after three (3) years 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: Wastewater Laboratory Testing Services for the City of Beaumont Wastewater Treatment Plant as provided in the RFP and Proposal. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Melinda Furnas as CONTRACTOR’S professional responsible for overseeing the Services provided by CONTRACTOR.

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

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed Seventy Six Thousand Eight Hundred dollars (\$ 76,800.00) for the First Term. Likewise, fees and charges for the Second Term shall not exceed Seventy Six Thousand Eight Hundred dollars (\$ 76,800.00), and fees and charges for the Third Term shall not exceed Seventy Six Thousand Eight Hundred dollars (\$ 76,800.00).

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

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

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

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

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

5. Obligations of CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

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

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

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

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

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

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

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY.

CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

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

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

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

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

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

11. Status of CONTRACTOR.

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

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

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

12. Ownership of Documents: Audit.

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

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

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



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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

13.09 Authority. The party signing this agreement on behalf of CONTRACTOR represents and warrants that she has been duly authorized by Contractor to execute this Agreement and has the power and authority to execute this Agreement.

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

**CITY:**

CITY OF BEAUMONT

By: \_\_\_\_\_  
Julio Martinez, Mayor

**CONTRACTOR:**

CLINICAL LAB of SAN BERNARDINO,  
INC., a California corporation

By: \_\_\_\_\_  
Melinda Furnas, CEO

Staff Report

TO: Mayor and Council Members

FROM: Aftab Hussain, Public Works & Utility Manager

DATE: January 2, 2019

SUBJECT: Approve the Second Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc., for the Pennsylvania Avenue Widening Project In an Amount of \$41,927, for a Total Contract Amount Not to Exceed \$405,241

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**Background and Analysis:**

On September 19, 2017, City Council approved a one-year professional services agreement with Kimley-Horn and Associates, Inc., for the design of the Pennsylvania Avenue Widening Project from 1<sup>st</sup> Street to 6<sup>th</sup> Street, in an amount not-to-exceed \$279,889. This portion of Pennsylvania Avenue includes an at-grade railroad crossing owned by Union Pacific Railroad (UPRR). The original scope of services included project management and coordination; utility coordination; research and field observation; field surveying and base mapping; geotechnical engineering analysis and reports; drainage report; layouts, profiles, type sections and details; drainage plans; composite utility plans; pavement delineation and sign plans; traffic handling plans; erosion control plans; specifications; and an opinion of probable construction costs.

A first amendment to the agreement for professional services was approved by City Council on January 16, 2018, for an additional amount of \$83,425, to add several tasks to the original scope of services, based in part on requirements from UPRR. These included intersection modifications and a traffic signal modification plan at the intersection of Pennsylvania Avenue and 6<sup>th</sup> Street; and a UPRR at-grade crossing modification plan and drainage modifications.

Currently, the project design is 95% complete. The remaining task is implementation of storm water best management practices (BMPs). Before Kimley-Horn and Associates, Inc., can design for BMPs, a Water Quality Management Plan (WQMP) and infiltration testing is required, as this will determine the best option available.

A second amendment to the agreement for professional services is needed for this additional scope of services in the amount not-to-exceed of \$41,927, bringing the entire contract to an amount not-to-exceed of \$405,241, (Attachment A). Tasks are a WQMP; infiltration testing and recommendations; laboratory testing; and data evaluation and reporting. Also included in the second amendment is a three-year extension of the term of

the contract, with a new termination date of September 19, 2020, which will allow Kimley Horn and Associates, Inc., to complete the full scope of work.

The approval of this amendment is critical to moving forward with the widening of Pennsylvania Avenue. Additionally, an added benefit to the City is that the results for the infiltration testing will benefit the Pennsylvania Avenue Interchange Project.

**Fiscal Impact:**

Total Budget for Design Service		\$ 650,000.00
Previously Approved Contracts & Encumbrances		
	Kimley Horn	\$ 363,314.00
	Moffat & Nichol	\$ 94,286.00
	Property Specialists, Inc.	\$ 126,750.00
	Union Pacific Railroad	\$ 8,132.17
	Project Management	\$ 8,822.44
	Total Contract & Encumbrances	\$ 601,304.61
<b>Kimley-Horn Professional Services Second Amendment</b>		<b>\$ 41,927.00</b>
Remaining Project Account Balance		\$ 6,768.39

The additional design services included in the second amendment are \$41,927, bringing the entire contract to a not-to-exceed \$405,241. This additional amount will be paid from Capital Improvement Project Account No. 2017-009.

Finance Director Review: \_\_\_\_\_

**Recommendation:**

1. Approve the Second Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Pennsylvania Avenue Widening Project with an amount not to exceed \$41,927, for a total contract amount not to exceed \$405,241; and,
2. Authorize the Mayor to execute the Second Amendment on behalf of the City.

City Manager Review:  \_\_\_\_\_

**Attachments**

- A. Second Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc.
- B. First Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc.

**Attachment A**

**Second Amendment to the  
Professional Services Agreement  
With Kimley-Horn and Associates, Inc.**

**Pennsylvania Avenue Widening Project-1<sup>st</sup> Street to 6<sup>th</sup> Street**

**SECOND AMENDMENT  
TO  
AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR  
(Kimley-Horn and Associates, Inc.)**

THIS SECOND AMENDMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 18<sup>th</sup> day of December, 2018, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and Kimley-Horn and Associates, Inc., a North Carolina corporation qualified to do business in the state of California, whose address is 3880 Lemon Street, Suite 420, Riverside, CA 92501 (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

**RECITALS**

A. WHEREAS, CITY and CONTRACTOR executed that certain AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR (“Agreement”) for design services for the Pennsylvania Avenue Widening Project, dated September 19, 2017, a copy of which is attached hereto as **Exhibit C**; and

B. WHEREAS, the City amended the Agreement under the First Amendment dated January 16<sup>th</sup>, 2018 increasing the not-to-exceed amount under the Agreement to \$363,314 as provided therein, a copy of which is attached as **Exhibit B**.

C. WHEREAS, the Parties wish to further amend the Agreement to authorize additional Services and corresponding payment to CONTRACTOR as outlined in their additional scope and fee proposal (“Proposal”) dated May 24, 2018, which is attached hereto as **Exhibit A** and made a part hereof.

**AMENDMENT TO ORIGINAL AGREEMENT**

NOW THEREFORE, the Parties hereby amend the Agreement as follows:

1. **Additional Services and Compensation.** The parties agree to increase the scope of the Services, as provided in Section 2 of the Agreement, and accordingly increase the limit on fees authorized to be paid by the CITY set forth in Section 4.01 of the Agreement by an additional \$41,927 for a total not-to-exceed amount of \$405,241 as provided in the Proposal. Such compensation for Services, when earned by CONTRACTOR under the Agreement, shall be paid at the rates and on the terms and conditions set forth in the Agreement.
2. **Term.** The term of the Agreement is extended to encompass the period of time during which the Services are to be provided hereunder, but not to exceed the term of three years from the date of the Agreement or September 19<sup>th</sup>, 2020.

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

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

**CITY:**

CITY OF BEAUMONT

By: \_\_\_\_\_  
Julio Martinez, Mayor

**CONTRACTOR:**

\_\_\_\_\_

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

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

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

**EXHIBIT "A"**

**Additional Scope and Fee Proposal**





May 24, 2018

Aftab Hussain, P.E. – Project Manager  
City of Beaumont - Department of Public Works  
550 E. 6<sup>th</sup> Street,  
Beaumont, CA 92223

**RE: *Pennsylvania Avenue Widening from 1<sup>st</sup> Street to 6<sup>th</sup> Street – Amendment No. 2  
for Pennsylvania Ave Water Quality Management Plan (WQMP)***

Dear Mr. Hussain :

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this request to City of Beaumont (City) to provide additional design services related to the Pennsylvania Avenue Widening Improvements Project. Our understanding, scope of services, schedule and fee to perform these services are below.

**Understanding**

Our current work with the City entails completing engineering plans, specifications and opinion of probable construction cost for the widening of Pennsylvania Avenue from 1<sup>st</sup> Street to 6<sup>th</sup> Street. This scope of work encompasses additional items of work requested by the City that are not included in the original contract for the Pennsylvania Avenue Widening project. Per our contract, written approval is required for any items noted to be out of scope prior to commencing work.

**Scope of Services**

*Task A9 – Water Quality Management Plan (WQMP)*

Kimley-Horn will develop and design stormwater treatment BMPs for the project based on Low Impact Development Guidance Standards for Transportation Projects for the Santa Ana Region Riverside County Co-Permittees and Template. This guidance applies to public transportation projects in the area covered by the Santa Ana Region MS4 Permit, which involve the construction of new transportation surfaces or improvement of existing transportation surfaces and would be applicable to the current project. The document will be prepared to follow and meet the requirements set forth in, Order No. R8-2009-0030/NPDES No. CAS618030, of the Santa Ana Regional Water Quality Control Board. The document will incorporate Low Impact Development (LID) Best Management Practices (BMP) to the maximum extent practicable.

The parkway area within the new sidewalk and curbs may provide an opportunity for constructing new LID BMPs. If traditional LID BMPs cannot be incorporated, appropriate proprietary BMPs may be used as a potential alternative for treatment of storm water based upon approval by the City.

The project site is in an area susceptible to hydromodification and the project is expected to disturb an acre or more, therefore, an evaluation of hydromodification impacts must be completed to avoid creating a hydrologic condition of concern (HCOC). LID and Source Control BMPs will be used to the maximum extent practicable to reduce the post-development hydrograph to no more than 10 percent greater than the predevelopment hydrograph. If cases where excess volume cannot be infiltrated or captured and used, discharge from the site will be limited to a flow rate no greater than 110 percent of the pre-development 2-year, 24-hour peak flow. A separate Storm Water Data Report (SWDR) will be prepared to address the water quality impacts within Caltrans right-of-way and is outside of this scope of work.

#### Task A26 – Infiltration Testing and Recommendations

##### *Task A26.1 – Field Exploration and Infiltration Testing*

The project team proposes to explore subsurface conditions at the three-proposed basin/swale locations by drilling three (3) geotechnical borings to approximately 15 feet below ground surface (bgs) and performing six (6) borehole percolation tests at a depth of approximately 5 feet bgs. Our testing program is based on the minimum infiltration testing requirements from Table 1 of Appendix A of the County BMP manual which requires a minimum of two percolation tests and one geotechnical boring per basin to evaluate subsurface conditions. Infiltration testing will be performed in accordance with the Percolation Testing Procedure of the County BMP Manual.

The borings will be drilled using truck-mounted, hollow-stem-auger drilling equipment to the planned depths or to practical refusal, whichever occurs first. An engineer or geologist from Kleinfelder will maintain a log of the soils encountered, obtain samples for visual observation, classification, and laboratory testing, and perform infiltration tests. Our typical sampling interval will be every 2.5 to 5 feet in the geotechnical borings. The number of blows necessary to drive both a Standard Penetration Test (SPT) sampler and a California-type sampler will be recorded. The depth to groundwater will be measured at the completion of drilling, if encountered. At the conclusion of infiltration testing, the boreholes and infiltration test will be backfilled with soil cuttings.

##### *Task A26.2 – Laboratory Testing*

Laboratory testing will be performed on samples obtained from the infiltration test borings to evaluate the soil's physical characteristics and permeability. Testing will consist of grain size distribution and hydrometer.

### *Task 26.3 – Data Evaluation and Reporting*

The project team will evaluate the results of our infiltration testing and laboratory tests to provide recommendations for design infiltration rates at the proposed basin/swale locations. The results of our infiltration testing and recommendations for onsite BMPs will be incorporated into our Geotechnical Design Report for the project.

#### **Deliverables:**

- Draft and Final Template for Low Impact Development Guidance and Standards for Transportation Projects (for City Approval)
- Addition of infiltration testing and recommendations into Draft and Final Geotechnical Report

#### **Assumptions & Exclusions**

- All drawings will be submitted in AutoCAD C3D 2015 format.
- The City will coordinate with the environmental services consultant regarding submittals, status, resolution or comments and other related coordination as part of the Pennsylvania Avenue Widening.
- For all above-stated deliverables we anticipate one round of consolidated comments per submittal. If additional comments are received, we will schedule a workshop to resolve and then make the final submittal.
- Permission to access the site will be provided. The fee does not include delays in the field, other than delays caused by Kleinfelder, including “right-of-entry” for Kleinfelder, and its subcontractors in order to complete the work proposed herein.
- Our scope and fee do not include securing right-of-entry to any private properties (if required). We assume that the City of Beaumont will arrange for access as necessary.
- Our scope is based on our current understanding of the proposed BMP locations and depths as described in our scope of work. Changes to the proposed BMP’s location, quantity, size, or depth may require additional testing and/or exploration not included in this scope.
- The site is accessible to truck-mounted drilling equipment.
- The fieldwork can be performed during daylight hours. Drilling on weekends is not required.
- The infiltration testing will be performed concurrently with our geotechnical field exploration and will not require a separate mobilization.
- The cost assumes a limited number of borings and infiltration tests as described in our scope. If additional borings/tests are required, they can be provided for an addition fee.

Mr. Hussain  
May 24, 2018  
Page 4 of 4

- The percolation test borings can be left open overnight for several days until infiltration testing is performed. Areas accessible to the public will be protected by appropriate means.
- Water stored for percolation testing that is not used may be drained onsite at the end of each day.
- The scope of work included within our fee estimate does not include any services in connection with the discovery of potential contamination during our drilling and sampling operations. In the event that such material is suspected, we will notify you.
- Responses to review agencies or additional work that may be requested by reviewing agencies are not included.

#### **Fee & Schedule**

We are requesting a not-to-exceed fee of \$41,927 to accomplish the above stated scope of services. We will provide these services according to a mutually agreed upon schedule. The design recommendations will be incorporated with the Pennsylvania Widening Project PS&E package.

#### **Closure**

If you concur in all the foregoing and wish to direct us to proceed with the services, please forward the appropriate contract document for our review and execution. This proposal is valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,



Darren Adrian, P.E. (No. 53031)  
Project Manager



Eric Regueiro, P.E. (No. 78161)  
Project Engineer

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**EXHIBIT "B"**

**Executed First Amendment Professional Services Agreement with  
Kimley-Horn and Associates, Inc.**

**Attachment B**

**First Amendment to the  
Professional Services Agreement  
With Kimley-Horn and Associates, Inc.**

**Pennsylvania Avenue Widening Project-1<sup>st</sup> Street to 6<sup>th</sup> Street**

**FIRST AMENDMENT  
TO  
AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR  
(Kimley-Horn and Associates, Inc.)**

THIS FIRST AMENDMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 16<sup>th</sup> day of January, 2018, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and Kimley-Horn and Associates, Inc. whose address is 3880 Lemon Street, Suite 420, Riverside, CA 92501 (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

**RECITALS**

A. WHEREAS, CITY and CONTRACTOR executed that certain AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR (“Agreement”) for design services for the Pennsylvania Avenue Widening Project, dated September 19, 2017, a copy of which is attached hereto as **Exhibit A**; and

B. WHEREAS, the Parties wish to amend the Agreement to authorize additional payment to CONTRACTOR in exchange for additional Services to CITY as outlined in their additional scope and fee proposal dated December 18, 2017, which is attached hereto as **Exhibit B**.

**AMENDMENT TO ORIGINAL AGREEMENT**

NOW THEREFORE, the Parties hereby amend the Agreement as follows:

1. **Additional Compensation.** The parties agree to increase the limit on fees authorized to be paid by the CITY set forth in Section 4.01 of the Agreement by an additional \$83,425 for a total not-to-exceed amount of \$363,314. Such compensation, when earned by CONTRACTOR, shall be paid at the rates and on the terms and conditions set forth in the Agreement.
2. **No Other Changes.** All other terms and conditions contained in the Agreement shall remain in full force and effect. Except as stated in this Amendment, all capitalized terms herein shall have the meaning ascribed in the Agreement.

(Signature Page Follows)



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

**CITY:**

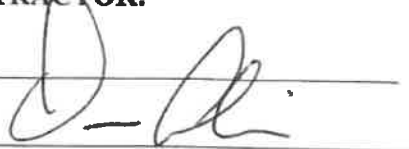
CITY OF BEAUMONT

By:

  
Nancy Carroll, Mayor

**CONTRACTOR:**

By:



Print Name:

Darren Adrien

Title:

Vice President



December 18, 2017

Chase Keys – Project Manager  
City of Beaumont - Department of Public Works  
550 E. 6<sup>th</sup> Street,  
Beaumont, CA 92223

**RE: *Pennsylvania Avenue Widening from 1<sup>st</sup> Street to 6<sup>th</sup> Street – Amendment No. 1 for Pennsylvania Ave/6<sup>th</sup> St Modifications and UPRR At-Grade Crossing Modifications***

Dear Mr. Keys:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this request to City of Beaumont (City) to provide additional design services related to the Pennsylvania Avenue Widening Improvements Project. Our understanding, scope of services, schedule and fee to perform these services are below.

**Understanding**

Our current work with the City entails completing engineering plans, specifications and opinion of probable construction cost for the widening of Pennsylvania Avenue from 1<sup>st</sup> Street to 6<sup>th</sup> Street. This scope of work encompasses additional items of work requested by the City that are not included in the original contract for the Pennsylvania Avenue Widening project. Per our contract, written approval is required for any items noted to be out of scope prior to commencing work.

**Scope of Services**

***Task A1.1 – Intersection Modification at Pennsylvania Avenue/6<sup>th</sup> Street***

Kimley-Horn will extend the limits of the street improvement plan/profile sheets to encompass the requested intersection modifications. We will also prepare a street improvement intersection grading plan. Other sheets that are impacted by the modified design are typical sections, temporary traffic control, and signing and striping plans. Our original scope of work anticipated the proposed street widening would tie in south of 6<sup>th</sup> Street to maintain the existing intersection configuration.

The proposed modification as requested by the City will show no widening along the northern curb returns since the widening will be done by a separate project in the future and will reduce right-of-way impacts. The two existing northern curb ramps will be reconstructed to meet current ADA standards within existing public right-of-way. The southern curb returns will be widened to accommodate four through lanes, dual left turn lanes and two shoulders/future bike lines (see attached exhibit, Intersection Concept Pennsylvania Ave/6<sup>th</sup> St 12/6/17). The intersection modifications will be coordinated with the street improvements plans and the traffic signal modification plan discussed in Task A1.2.

Task A1.2 – Traffic Signal Modification Plan - Pennsylvania Avenue/6<sup>th</sup> Street

Kimley-Horn will prepare a traffic signal modification plan at a scale of 1"=20' for Pennsylvania Ave and 6<sup>th</sup> Street. As we developed our concept plan and received input from the City, the need to modify the intersection was determined to be required. Our original scope of work intended to protect the existing traffic signal in place and was excluded from the scope and fee. The traffic signal modification plan will show existing equipment and conductors based on record drawings and field verification. We will use Caltrans standards and format the plan according to requirements of the City's Traffic Department.

Task A1.3 – UPRR At-Grade Crossing Modification Plan

Kimley-Horn will extend the limits of the street improvement plan/profile sheets to encompass the requested at-grade crossing modifications and include a typical section at the crossing. We will also prepare an at-grade crossing plan at a scale of 1"=20' for the improvements required due to the widening of Pennsylvania Ave. As we developed our concept plan and received input from UPRR, the need to modify the at-grade crossing was determined to be required. Our original scope of work intended to protect the existing at-grade crossing in place and was excluded from our scope and fee.

Improvements to the at-grade crossing will encompass new concrete crossing panels, new vehicular crossing gates, and updates to signing and striping at the crossing area. We plan to use the street improvement plan/profile sheet, typical section sheet, and at-grade crossing sheet as the exhibits for the GO-88-B form (City to complete form) that is required by the California Public Utility Commission (CPUC). Improvements to the at-grade crossing will be included in the engineer's cost estimate and standard special provisions added to the City boiler plate specifications as required to coordinate the contractors work within UPRR right-of-way. The improvements will comply with Federal Railroad Administration, CPUC, and California Manual on Uniform Traffic Control Devices standards. We anticipate up to two meetings will be required with CPUC as noted below:

- Prepare for and attend Site Diagnostic Meeting prior to 30% submittal per CPUC requirements.

- Prepare for and attend Final Diagnostic Meeting prior to 95% submittal per CPUC requirements.

Task A1.4 – UPRR At-Grade Crossing Drainage Modifications

Kimley-Horn will incorporate modifications of drainage culverts impacted by the at-grade crossing. Modification to the existing culverts will be analyzed and added to the drainage report. The recommendations from the report will be reflected in the storm drain plans. We anticipated up to four culverts within the at-grade crossing limits will be impacted due to the roadway widening.

**Assumptions & Exclusions**

- The City will coordinate with UPRR and CPUC regarding submittals, status, forms, resolution or comments and other related coordination as part of the at-grade crossing modification. Our effort is limited to the coordination stated in Task A1.3.
- All drawings will be submitted in AutoCAD C3D 2015 format.
- The City will coordinate with the environmental services consultant regarding submittals, status, resolution or comments and other related coordination as part of the Pennsylvania Avenue Widening.
- Environmental studies are not included.
- Pedestrian gate assembly improvements are not included in this scope of work.
- Railroad track work, signal, preemption, and communication design and improvements work will be done by UPRR.
- Updates to Federal Railroad Administration At-Grade Crossing Inventory information are not included in this scope of work.
- UPRR Track chart modifications are not included in the scope of work.
- Pre-signal and interconnect design are not included in this scope of work.
- Temporary signal designs are not included in this scope of work.
- For all above-stated deliverables we anticipate one round of consolidated comments per submittal. If additional comments are received, we will schedule a workshop to resolve and then make the final submittal.

**Deliverables**

- 65% PS&E – Four sets to City
- 95% PS&E – Four sets to City
- 100% PS&E – Four sets to City
- Final PS&E – One set signature bonds and electronic files AutoCAD

*Mr. Keys  
December 18, 2017  
Page 4 of 4*

**Fee & Schedule**

We are requesting a not-to-exceed fee of \$83,425 to accomplish the above stated scope of services. We will provide these services according to a mutually agreed upon schedule. The added design plans will be incorporated with the Pennsylvania Widening Project PS&E packages.

**Closure**

If you concur in all the foregoing and wish to direct us to proceed with the services, please forward the appropriate contract document for our review and execution. This proposal is valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,



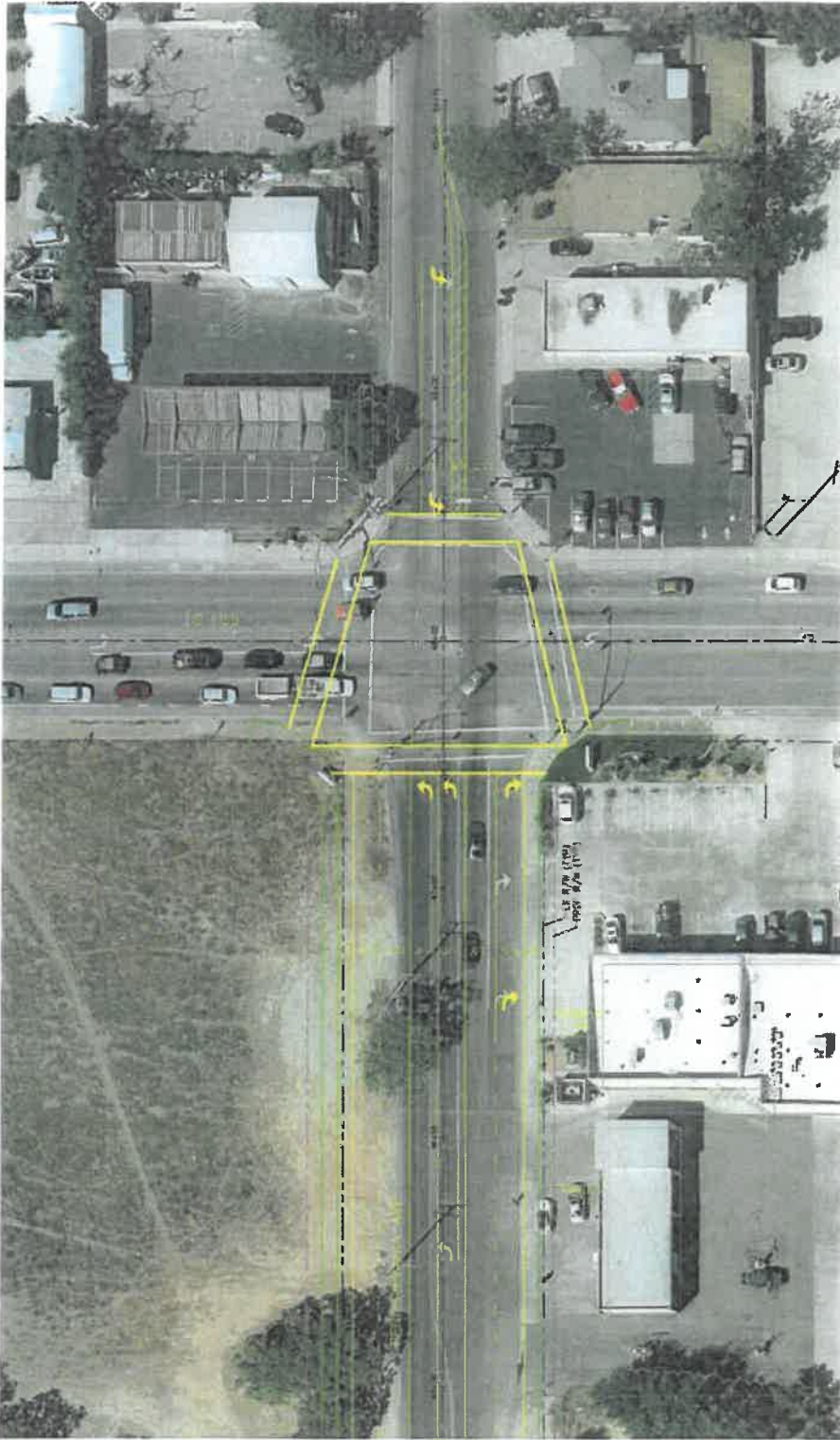
Darren Adrian, P.E. (No. 53031)  
Project Manager



Eric Regueiro, P.E. (No. 78161)  
Project Engineer







GRAPHIC SCALE IN FEET  
0 10 20 30



PENNSYLVANIA AVE WIDENING PROJECT  
INTERSECTION CONCEPT  
PENNSYLVANIA AVE/6TH ST  
12/6/17

Kimley-Horn

**EXHIBIT "C"**

**Executed Original Professional Services Agreement with  
Kimley-Horn and Associates, Inc.**



## AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 19<sup>th</sup> day of September, 2017, by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and KIMLEY-HORN AND ASSOCIATES, INC. whose address is 3880 Lemon Street, Suite 420, Riverside, CA 92501 ("CONTRACTOR").

### RECITALS

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

A. CITY desires to engage CONTRACTOR to provide Design Services for the Pennsylvania Avenue Widening Project; and

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

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

### AGREEMENT

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

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Not with standing anything in this Agreement, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services ("Services") as follows: Design Services for the Pennsylvania Avenue Widening Project and any other services which the City may request in writing from time to time. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Darren Adrian as CONTRACTOR'S professional responsible for overseeing the Services provided by CONTRACTOR.

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

4. Compensation.

4.01 CITY agrees to pay CONTRACTOR the amount as set forth in the Proposal. 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. Not with standing anything in this Section 4, total fees and charges paid by CITY under this Agreement shall not exceed two hundred seventy nine thousand eight hundred eighty nine dollars. (\$279,889) without approval by the City Council of CITY.

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

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

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

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

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

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

5. Obligations of CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. General Conditions pertaining to Insurance Coverage

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

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request,

complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

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

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

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

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

## 8. Indemnification.

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

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, reasonable attorneys' fees incurred by CITY, court costs, and defense costs, including expert witness fees to the extent arising out of, pertaining to, or

related to the negligence, recklessness or willful misconduct of the CONTRACTOR in the performance of this Agreement..

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 to the extent attributable to the negligence or fault of CITY.

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

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

11. Status of CONTRACTOR.

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

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

disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

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

12. Ownership of Documents; Audit.

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

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

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

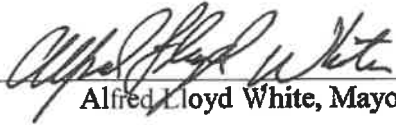
13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an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



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

**CITY:**

CITY OF BEAUMONT

By:   
Alfred Lloyd White, Mayor

**CONTRACTOR:**

KIMLEY HORN AND ASSOCIATES, INC.

By: 

Print Name: Darren Adrian, PE 53031

Title: Vice President

**EXHIBIT "A"**

**PROPOSAL**

# Pennsylvania Avenue Roadway Widening Project

## Scope of Services

The following scope of services contains the specific tasks requested by the City in the Notice of Intent to Award letter dated August 16, 2017. This removed tasks related to environmental studies and right-of-way acquisition contained in our original proposal dated April 27, 2017. This scope is for the Pennsylvania Avenue Roadway Widening Project along Pennsylvania Avenue between 6<sup>th</sup> Street and 1<sup>st</sup> Street and will be done simultaneously with the I-10/Pennsylvania Interchange project.

### *Task 1: Project Management and Coordination*

Kimley-Horn team members will attend an initial kick-off meeting to confirm project elements, scope, and schedule; and attend coordination meetings with the City. Document significant items of discussion and decisions made during these meetings and forward to the attendees. We anticipate up to 15 meetings as part of this task. Prepare monthly progress reports, as part of the invoice package. Additionally, we will communicate with designated City staff (via phone, conference call, and email) to provide coordination between City staff and the Designer. We anticipate an 18-month schedule and will run concurrently with the I-10/Pennsylvania Interchange Project.

#### **Deliverables:**

- Meeting Agendas and Minutes
- Progress Reports
- Invoicing

### *Task 2: Utility Coordination*

Our Team will coordinate with affected utility agencies during the design. This entails sending utility notification letters to utility agencies identified from readily available City information and the field observation. We anticipate Beaumont Cherry Valley Water District, City of Beaumont (sewer), Southern California Gas, Southern California Edison, Frontier, and Time Warner. These letters will notify the utility agency of the Project, describe anticipated impacts and identify action required. We will provide follow-up calls to non-responsive agencies and generate a utility disposition matrix to serve as documentation and aid in tracking this task. Provide utility potholing to positively identify utilities within Caltrans RW. Up to two days of potholing is anticipated (approx. 8-10 potholes).

#### **Deliverables:**

- Utility Notification Letters
- Utility Disposition Matrix
- Potholing Report

### *Task 3: Research and Field Observation*

Our Team will obtain and review readily available record drawings and other data relevant to the design. This consists of obtaining information from the City, Caltrans, and impacted utility agencies. This information will be used to assist in compiling base mapping and identifying design constraints. We will perform a field

observation to field check and document visible conditions relevant to the design. This consists of observing existing hardscape, surface utility features, and other constraints found within the project area. We will obtain key photographs and field notes for the design.

***Task 4: Traffic Analysis (OPTIONAL)***

We will prepare a traffic analysis to evaluate the I-10 Freeway mainline, Pennsylvania Avenue and ramps. Limits along the freeway are between Beaumont Avenue and Highland Springs Road encompassing analysis of mainline capacity, merge/diverge with ramps, and weaving. Limits along Pennsylvania Ave are between 6th Street and 1st Street (five intersections/four segments) encompassing segment and intersection analysis. Existing, Opening Year, and 20-year Buildout Conditions will be analyzed. We assume RIVTAM model data will be provided to conduct future analyses. As part of the analysis, we will provide an Intersection Control Evaluation (ICE) according to Caltrans Traffic Operations Policy Directive No. 13-02. This will provide initial assessment/screening to identify intersection concepts that merit further consideration, and then engineering analysis to assist in comparing concepts.

**Deliverables:**

- Draft and Final Traffic Analysis

***Task 5: Field Surveying and Base Mapping (area coverage exhibit contained with fee)***

The Kimley-Horn Team will provide aerial mapping and supplemental field surveys at a scale of 1" = 50'. Aerial mapping will contain planimetrics and two-foot contours. We will perform supplemental field topographic surveys to encompass 25-foot cross sections, planimetrics and culture: 1) along the outside ETW on I-10 where the two proposed ramps will join; 2) westbound off-ramp just west of the gore area; 3) Pennsylvania Avenue between the Railroad and 6th Street; 4) and selective features potentially impacted by the proposed improvements. Aerial mapping will encompass the future extension of 2<sup>nd</sup> Street from Pennsylvania Avenue to approximately 700' west of Commerce Way. The supplemental surveys will be merged with the aerial mapping and delivered in a MicroStation DGN file format. We will recover the existing street centerline monuments along Pennsylvania Ave as shown on readily available maps and deeds within the project area. We will plot existing R/W based on record maps. We will plot property lines for impacted properties in the northeast quadrant based on record data. We will prepare a Record of Survey, as required under California PLS Act 8762.

Plot overhead and underground utility lines based on readily available data and record drawings.

***Task 6: Geotechnical Engineering Analysis and Reports (additional description contained with fee)***

Our Team will perform a geotechnical evaluation consisting of field observations, obtaining field samples, and conducting analysis to assist with the design of the proposed ramps according to Caltrans standards and requirements. This will address items such as excavation and embankment requirements, pavement section and considerations for potential retaining walls. We anticipate obtaining up to seven borings, approximately 10 to 50 feet deep, for the analysis.

**Deliverables:**

- Draft and Final Geotechnical Design Report
- Draft and Final Materials Report

- Draft and Final Foundation Report

***Task 7: Pavement Life Cycle Cost Analysis (LCCA) (NOT INCLUDED)***

Our Team will provide a LCCA based on Caltrans LCCA Procedures Manual. This will study the proposed pavement using engineering economic principles to evaluate long-term investment options using the RealCost software. We will coordinate results with Caltrans Materials group to gain concurrence on the approach for proposed pavement sections.

**Deliverables:**

- Draft and Final LCCA

***Task 8: Drainage Reports***

Our Team will prepare a Drainage Report to address hydrology and hydraulics for the site and provide design recommendations. Modification of existing drainage inlets and other drainage structures (e.g. concrete ditch and headwall) are anticipated as part of the project. Modifications are intended to maintain existing drainage patterns and flows. Flows north of the freeway will discharge to the existing headway at the terminus of the concrete ditch at the end of the existing westbound off-ramp. Flows from the new eastbound off-ramp will discharge to the existing cross culvert that discharges south of the railroad tracks. Calculations will consist of comparing the pre- and post-project conditions at the site. Evaluation is limited to the impacted portion of the storm drain within the project site. Drainage inlets or overside drains will be incorporated into design where necessary, i.e. to limit flooded width, at low points, and changes in superelevation. Evaluation of the existing storm drain system is not anticipated to be necessary. The scope does not include improvements or upsizing the storm drain mainline within Pennsylvania Avenue. Since the project is located within the 100-year floodplain for the Beaumont Channel, a Location Hydraulic Study, and Floodplain Encroachment Report will also be needed. These will follow Caltrans requirements using much of the information contained in the Drainage Report.

**Deliverables:**

- Draft and Final Drainage Report
- Draft and Final Location Hydraulic Study
- Draft and Final Floodplain Encroachment Report

***Task 9: Water Quality Management Plan (OPTIONAL)***

We will prepare a Water Quality Management Plan (WQMP) to address impacts the project may have on storm water quality. The effort for this task encompasses report preparation, calculations for Best Management Practices (BMPs) and coordination with the plans and special provisions. The landscaped area within the new westbound loop ramp will provide an opportunity for constructing a new treatment BMP. If onsite infiltration allows, a new infiltration basin will be proposed to treat the required water quality volume. If onsite infiltration is poor, then either a bioretention or detention basin will serve as the primary BMP. Vegetated swales will be constructed to pretreat stormwater before entering the basin where practical. It is anticipated that the BMP within the loop ramp area will be able to treat the required water quality volume for the entire project. A BMP is not anticipated to be constructed along the east bound off-ramp.

**Deliverables:**

- Draft and Final WQMP

***Task 10: Storm Water Pollution Prevention Plan (OPTIONAL)***

We will prepare a Caltrans format Storm Water Pollution Prevention Plan (SWPPP) for the Project to comply with the Construction General Permit (CGP). This will address disturbed areas identified with the design. We anticipate a Risk Level 2 for this project. Once the SWPPP is approved, provide information to assist the City in uploading to the SMARTS system.

**Deliverables:**

- Draft and Final SWPPP

***Task 11: Geometric Approval Drawings (GADs) (NOT INCLUDED)***

The Kimley-Horn Team will prepare Caltrans format GADs. This entails a strip plot showing plan view geometric data with critical dimension; typical sections; ramp profiles; and traffic data for the approved build alternative.

**Deliverables:**

- Geometric Approval Drawing

***Task 12: Fact Sheets (OPTIONAL)***

We will provide documentation of non-standard features within Caltrans R/W. This entails preparation of Caltrans standard Fact Sheets for advisory or mandatory design exceptions. We anticipate both mandatory and advisory fact sheets with up to eight non-standard features.

**Deliverables:**

- Draft Fact Sheets
- Final Fact Sheets

***Task 13: Interstate Modified Access Report (IMAR) (NOT INCLUDED)***

We will prepare a separate report that addresses FHWA policy requirements for modified access. Follow the submittal requirements described in FHWA's Interstate System Access Information Guide. We anticipate summarizing information generated from other tasks contained herein. Address up to three rounds of comments from Caltrans for the Interstate System Access Change Request. Address up to two rounds of consolidated comments from all agencies for Final Approval.

**Deliverables:**

- Draft IMAR
- Final IMAR

***Task 14: Demolition Plans (NOT INCLUDED)***

We will provide demolition plans to identify removals within the limits of work. This entails showing removal of primary features such as pavement, curb/gutter, concrete ditch, sidewalk, fencing, signs, guard rail, and large trees.

***Task 15 Layouts, Profiles, Typical Sections and Details***

We will show layouts, profiles and super-elevation diagrams for the three proposed ramps and Pennsylvania Avenue street widening from 1<sup>st</sup> Street to 6<sup>th</sup> Street. Plot working cross sections at 25-foot intervals. We will

show ramp and street typical sections. We will provide blow-up details for new ramp intersections, ADA curb ramps and joins with freeway.

We will provide a strip plot of the existing ground profile for the future 2<sup>nd</sup> Street extension from Pennsylvania Avenue to approximately 700' west of Commerce Way based on the aerial mapping obtained in Task 5.

***Task 16: Drainage Plans***

Provide drainage plans for impacted systems. We anticipate surface conveyance along the proposed ramps up to Pennsylvania Avenue, and then minor modifications to join existing storm drain. Modification is anticipated at the existing westbound offramp crossing Pennsylvania Avenue to connect to the proposed loop ramp area. Show details for catch basins and items that deviate from published Caltrans standards.

***Task 19: Composite Utility Plans***

The Kimley-Horn Team will provide composite utility plans to show existing underground and overhead utilities within the project area, and proposed relocations. These will identify high risk utilities and reflect existing facilities per readily available record information, the field observations, field surveys, and selective potholing, as indicated herein for positive identification complying with Caltrans requirements. We will show proposed facilities based on utility coordination as indicated herein. This plan is for coordination purposes only. Utility relocation plans are anticipated to be by the respective utility agency.

***Task 20: Pavement Delineation and Sign Plans***

We will prepare pavement delineation and sign plans showing proposed signing and striping along the three ramps. We will show necessary transition striping and advanced signing along Pennsylvania Avenue. Standards will be according to the California Manual on Uniform Traffic Control Devices (MUTCD).

***Task 22 Traffic Handling and Detour Plans***

Our Team will prepare traffic handling plans at a scale of 1"=50' to indicate temporary traffic delineation for adding the ramp connections. This consists of showing short-term lane closures along the freeway outside lane for the two new ramps. Along Pennsylvania Avenue, this consists of showing a traffic shift for up to two stages of work. For the realigned westbound offramp, provide a short-term detours plan for full closure of the ramp for the join to existing ramp just west of the gore area.

***Task 24: Erosion Control Plans***

We will prepare erosion control plans at a scale of 1"=50' to indicate erosion control BMPs to be implemented by the contractor prior to and during construction. These will address disturbed areas of the site and also serve as the basis for development of the SWPPP described herein. This plan considers the entire disturbed area of the project and does not attempt to address construction staging.

***Task 25 Specifications***

Our Team will provide Caltrans Standard Special Provisions (SSP's) for the items identified on the plans noted herein. We will provide additional information on these, such as bid item description, according to content shown on boiler plate special provisions provided by the City. We will provide a bid item list incorporating these items. We anticipate that the City will prepare the other sections of the specification document and incorporate these SSP's within a designated section of the overall document.

***Task 26: Opinion of Probable Construction Cost***

We will prepare an opinion of probable construction cost for comparison to project budget and assistance during the contractor's bidding process. We will show measurement of units per the project specifications and provide additional detail for lump sum items. Derive unit prices from readily available current bid information on similar work within the area. Submit backup information along with the estimate if requested for City record and concurrence.

**Deliverables:**

- 65% PS&E – Four sets to City
- 95% PS&E – Four sets to City
- 100% PS&E – Four sets to City
- Final PS&E – One set signature bonds and electronic files



## **Assumptions:**

**The following assumptions have been made in regard to our scope and fee:**

1. The City will coordinate with Caltrans regarding submittals, status, resolution of comments and other related coordination as part of the PEER and encroachment permit process. Our effort is limited to the coordination stated in Task 1.
2. Our team will execute agreements for the design of both the I-10/Pennsylvania Interchange and Pennsylvania Avenue Roadway Widening Projects. We assume the Roadway Widening Project runs concurrent with the I-10/Pennsylvania Avenue Interchange Project. Two separate bid packages will be prepared, one for the Interchange and the other for the Roadway Widening.
3. The geotechnical report will cover both the interchange and widening projects in a single report.
4. The drainage report will cover both the interchange and widening projects in a single report.
5. All drawings will be submitted in a format compatible with MicroStation V8i.
6. Specifications and other written documents will be submitted in Microsoft Word Version 2010 or later.
7. Cost estimates and other spreadsheets used will be submitted in Microsoft Excel.
8. A single Build Alternative will move forward. For purposes of this scope and fee, we are assuming the configuration shown as Concept 1 in the RFP will be the Build Alternative.
9. Design changes or additions due to evaluation of non-standard features, or other request, are not included.
10. Field Surveys: All surveys will be tied to the County of Riverside horizontal (NAD83, Zone 6) and vertical (NAVD88) datums. Coordinate and process encroachment permit with Caltrans to conduct field surveys within Caltrans right-of-way (permit fees up to \$750). Provide traffic control for the field surveys consisting of cones along the edge of traveled way and a warning sign indicating field surveys in progress. Lane closures or other form of traffic control is not anticipated to be necessary.
11. For all above-stated deliverables we anticipate one round of consolidated comments per submittal. If additional comments are received, we will schedule a workshop to resolve and then make the final submittal.
12. Effort for the Location Hydraulic Study is based on receiving the backup hydrologic model (HEC-1 model) from FEMA that was used to establish the 100-year flood hazard area shown on the effective FIRM panel. The FEMA model will be modified to reflect the project conditions and demonstrate no impact to the existing floodplain. The effort does not include budget for creating a new hydrologic model if the original model cannot be obtained from FEMA or another local agency.
13. Utility relocation designs are not included. If needed, these can be provided at an additional cost.

14. Geotechnical testing during construction is anticipated to be provided by others or by separate agreement.
15. We assume no impact to the existing freeway undercrossing structure. Structural design or analysis of this bridge is not included.
16. Construction staking is not included. We assume this will be provided by others.
17. Items indicated as optional can be provided for an additional fee as indicated in the Fee Estimate.
18. Project schedule will not exceed 18 months.
19. Environmental studies and right-of-way acquisition tasks are not included.
20. Number of drawings are indicated for each discipline within the fee sheet. If these change, we will need to re-assess our effort and fees.
21. Work for common tasks associated with the interchange occur simultaneously.
22. Retaining walls are not needed.
23. Utility relocation designs are not included. If needed, these can be provided at an additional cost.
24. Impacts to the existing at-grade railroad crossing are unknown at this time. Work associated with the at-grade crossing is not included.
25. Traffic signal modifications at 6<sup>th</sup> Street are not included. If needed, it can be provided at an additional cost.

**Attachments:**

- Expanded Scope for Field Surveys and Base Mapping (Towill)
- Expanded Scope for Geotechnical Engineering Analysis and Reports (Kleinfelder)

Task	Hourly Billing Rate											Subconsultants				18 Months	
	PIC	Project Manager	CJA/CJ Sr. Prof	Prof II	Prof I	Analyst II	Analyst I	Support Staff	Environ Power Engineers	Air Quality, GHG and Noise Entech	Surveying Towill, Inc	Geotech & Structures Support Kleinfelder	RW Acq. CPSI	Total Hours	Labor Cost	Total Cost	
																	Total Hours
Task 1	6	90	\$275.00	\$180.00	\$165.00	\$145.00	\$120.00	\$90.00						261	\$ 52,410.00	\$ 52,410.00	
Task 2		4		4	16		20	36						44	\$ 6,860.00	\$ 6,860.00	
Task 3		4		6	6	8	2	2						20	\$ 3,230.00	\$ 3,230.00	
Task 5		2		8	8	20				\$ 21,197				30	\$ 4,270.00	\$ 25,467.00	
Task 6		4		4	20			6			\$ 19,550			28	\$ 5,120.00	\$ 24,670.30	
Task 8		6	8	30				6						130	\$ 18,990.00	\$ 18,990.00	
Task 15		24	32	80	128	64								328	\$ 53,240.00	\$ 53,240.00	
Task 16		8	8	16	32	16								80	\$ 13,200.00	\$ 13,200.00	
Task 19		2	4	16		24								46	\$ 6,970.00	\$ 6,970.00	
Task 20		2	4	16		24								46	\$ 7,210.00	\$ 7,210.00	
Task 22		2	4	16		24								46	\$ 7,210.00	\$ 7,210.00	
Task 24		2	4	16		24								46	\$ 7,210.00	\$ 7,210.00	
Task 25	2	6	8	20	80	20								146	\$ 24,930.00	\$ 24,930.00	
Task 26	1	6	6	12	30	40								95	\$ 15,200.00	\$ 15,200.00	
<b>TOTAL HOURS</b>	9	182	78	238	272	180	363	44						<b>1346</b>			
Subtotals	\$ 2,610	\$ 44,550	\$ 17,550	\$ 42,840	\$ 44,880	\$ 28,100	\$ 43,560	\$ 3,960	\$ -	\$ -	\$ 21,197	\$ 19,550	\$ -		\$ 226,050	\$ 266,797	
FTE (Weeks)	0.2	4.1	2.0	6.0	6.8	4.5	9.1	1.1						33.7			
Expenses (as a percentage of labor fees)															3.50%	\$ 7,912	
Labor Escalation																\$ 5,180	
<b>TOTAL COST</b>																\$ 279,869	
<b>OPTIONAL ITEMS</b>																	
Task 4		6	8	40	6	80	10							150	\$ 24,440.00	\$ 24,440.00	
Task 9		2	4	30	30	40	4	4						80	\$ 12,010.00	\$ 12,010.00	
Task 9		2	4	30	30	40	4	4						80	\$ 12,010.00	\$ 12,010.00	
Task 10		4	6	30	30	40	4	4						84	\$ 13,010.00	\$ 13,010.00	
Task 12	2	20	8	6	120	20	6	6						182	\$ 31,700.00	\$ 31,700.00	
Expenses - Utility Peoholing																\$ 10,000	
<b>TOTAL COST FOR OPTIONAL ITEMS</b>																\$ 103,170	



## Staff Report

TO: Mayor and Council Members

FROM: Aftab Hussain, Public Works & Utility Manager

DATE: January 2, 2019

SUBJECT: Approval of the First Amendment to the Professional Services Agreement with Moffatt & Nichol for Environmental Documentation Services for the I-10/Pennsylvania Avenue Interchange Improvement Project, Pennsylvania Avenue Widening Project, and Pennsylvania Avenue Grade Separation Project (Pennsylvania Projects) in the amount of \$51,618 with the total contract amount not to exceed \$347,141.

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**Background and Analysis:**

On December 19, 2017, City Council approved a one-year agreement for professional services with Moffatt & Nichol for environmental documentation services for the Pennsylvania Projects in the amount of \$295,523. The scope of services for this contract included data collection, document review, and field studies/site visit; environmental technical studies; environmental documentation and clearance for Pennsylvania Projects.

During the environmental technical studies process, which supports the environmental documentation for the Pennsylvania Projects, Moffat & Nichol discovered jurisdictional features that require permits from regulatory agencies that were not initially anticipated, resulting in additional required studies and permits needed to complete the projects. Specifically, they propose to provide regulatory permitting services and Western Riverside County Multi Species Habitat (MSHCP) compliance. Their goal is to cover impacts to jurisdictional waters and riparian/riverine resources associated with the Pennsylvania Projects into a single regulatory permit effort. This additional scope was not included in the previously approved contract with Moffat & Nichol. As such, a first amendment to their agreement has been drafted and attached for your review (Attachment A).

Moffat & Nichol has provided a cost proposal to the City that includes the additional environmental services, as mentioned above, in an amount not-to-exceed \$51,618. This increase represents a total contract cost of \$347,141. The increase will be distributed amongst the three Pennsylvania Projects, as shown in the table under Fiscal Impact.

Finally, the term of the original agreement was one-year, with an expiration date of December 19, 2018. To complete the additional scope, staff recommends that the term of the agreement be extended to three years, with a new expiration date of December 17, 2020.

**Fiscal Impact:**

	Pennsylvania Ave Widening (2017-009)	Pennsylvania Ave Interchange (2017-001)	Pennsylvania Ave Grade Separation (2017-012A)
Project Account Design Budget	\$650,000.00	\$ 950,000.00	\$ 1,150,000.00
Previously Approved Contract Amounts	\$ 601,304.61	\$ 912,068.26	\$ 717,784.60
Kimley-Horn Second Amendment	\$ 41,927.00	N/A	N/A
<b>Moffat &amp; Nichol First Amendment</b>	\$ 5,162.00	\$ 20,647.00	\$ 25,809.00
Remaining Account Balance	\$ 1,606.39	\$ 17,284.74	\$ 406,406.40

The Pennsylvania Avenue Grade Separation will have the largest footprint which will have a greater environmental impact. The Pennsylvania Avenue Grade Separation will incur 50% of the cost. The Pennsylvania Avenue Interchange Project will incur 40% of the cost and the Pennsylvania Ave Widening Project will incur 10% of the costs.

Finance Director Review: \_\_\_\_\_

**Recommendation:**

1. Approval of the First Amendment to the Professional Services Agreement with Moffatt & Nichol for Environmental Documentation Services for the I-10/Pennsylvania Avenue Interchange Improvement Project, Pennsylvania Avenue Widening Project, and Pennsylvania Avenue Grade Separation Project (Pennsylvania Projects) in the amount of \$51,618 with the total contract amount not to exceed \$347,141; and,
2. Authorize the Mayor to execute the amendment on behalf of the City.

City Manager Review:  \_\_\_\_\_

**Attachment:**

- A. First Amendment to the Agreement for Professional Services with Moffatt & Nichol for environmental documentation services for the Pennsylvania Projects

**Attachment A**

**First Amendment to the Agreement for Professional Services  
with Moffatt & Nichol for Environmental Documentation Services  
For the Pennsylvania Projects**

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

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 18th day of December, 2018, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Moffatt & Nichol, whose address is 3780 Kilroy Airport Way, Suite 600, Long Beach, CA 90806 (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

**RECITALS**

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

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

**AMENDMENT TO ORIGINAL AGREEMENT**

NOW THEREFORE the Parties hereby amend the Agreement as follows:

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



the Agreement.

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

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

**CITY:**

**CONTRACTOR:**

CITY OF BEAUMONT

\_\_\_\_\_

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

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

Julio Martinez, Mayor

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

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

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



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

(562) 590-6500 Fax (562) 424-7489  
www.moffattnichol.com

December 7, 2018

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

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

Dear Mr. Hussain,

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

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

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

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

Sincerely,  
MOFFATT & NICHOL

Stephanie S. Oslick, AICP, ENV SP  
Project Manager

Encl: **Attachment A:** Scope of Work and Fee

# Attachment A

## (Scope of Work and Fee)

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

### TASK 1—PERMIT STREAMLINING STRATEGY AND MANAGEMENT

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

#### SCOPE OF WORK

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

#### DELIVERABLE

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

### TASK 2—REGULATORY AGENCY PERMIT APPLICATIONS

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

#### SCOPE OF WORK

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

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

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

#### DELIVERABLES

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

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

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

#### SCOPE OF WORK

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



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

#### DELIVERABLE

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

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

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

#### SCOPE OF WORK

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

#### DELIVERABLE

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

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

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

#### SCOPE OF WORK

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



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

**PROJECT SCHEDULE**

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

*Table 1 – Project Schedule*

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

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

**M&N FEE SCHEDULE**

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

*Table 2 – Fee Schedule*

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

Optional tasks are identified in Table 3.

*Table 3 – Optional Tasks Fee Schedule*

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



**AGENCY FEES**

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

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

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

Note all fees are subject to agency review and based upon impacts to jurisdiction waters from the approved project footprint.





Exhibit "B"  
Moffat & Nichol Original Professional Services Agreement

## AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 19<sup>th</sup> day of December, 2017, by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and MOFFATT & NICHOL whose address is 3780 Kilroy Airport Way, Suite 600, Long Beach, CA 90806 ("CONTRACTOR").

### RECITALS

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

A. CITY desires to engage CONTRACTOR to provide Environmental Documentation Services for the Pennsylvania Avenue Interchange Improvement Project, Pennsylvania Avenue Widening Project and the Pennsylvania Avenue Grade Separation Project; and

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

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

### AGREEMENT

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

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

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

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

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

4. Compensation.

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

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

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

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

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

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

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

5. Obligations of CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. General Conditions pertaining to Insurance Coverage

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

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request,

complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

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

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

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

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

## 8. Indemnification.

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

a. With respect to all claims except those arising out of CONTRACTOR's performance of professional services hereunder, which are addressed in Subsection c. below, to the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses,

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

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

c. With respect to all claims arising out of CONTRACTOR's performance of professional services hereunder, CONTRACTOR shall indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages, and attorneys' fees, court costs, interest, defense costs, including expert witness fees and any other costs or expenses incurred by the CITY to the extent such costs arise out of the negligence of CONTRACTOR in the performance of professional services hereunder

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

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

11. Status of CONTRACTOR.

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

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

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

12. Ownership of Documents: Audit.

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

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



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

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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


**CITY:**

**CONTRACTOR:**

CITY OF BEAUMONT

MOFFATT & NICHOL

By:   
Nancy Carroll, Mayor

By:   
Print Name: Jim McClellan  
Title: Vice President  
12/8/17

**EXHIBIT "A"**

**PROPOSAL**

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

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

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

### **Scope of Services**

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

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

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

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

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

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

Activities to include the following:

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

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

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

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

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

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

##### ***Air Quality Study:***

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

##### ***Biology Study:***

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

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

***Cultural Study:***

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

***Initial Site Assessment (Hazardous Materials) Study:***

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

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

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

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

***Paleontology Study:***

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

***Water Quality Study:***

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

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

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

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

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

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



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

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

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

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

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

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

#### **Project Schedule**

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

## **Optional Items**

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

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

### **Public Outreach:**

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

### **Re-validation:**

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

### **Regulatory Permitting Framework:**

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

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

**Cost Proposal | Pennsylvania Avenue Interchange Improvements**

Task Description	Number of Hours	Fee (\$)
<b>1. Background Information</b>		
• Record Research, Site Investigation		
• Project Description & Purpose and Need		
• Environmental Mapping		
	<b>36</b>	<b>\$6,968</b>
<b>2. Environmental Technical Studies</b>		
• Air Quality	<b>104</b>	
• Biological Resources	<b>26</b>	
• Cultural Resources	<b>26</b>	
• Hazardous Materials	<b>26</b>	
• Paleontology	<b>26</b>	
• Water Quality	<b>92</b>	
		<b>\$61,444</b>
<b>3. Environmental Document</b>		
• CEQA IS/MND – Draft Environmental Document (DED)	<b>136</b>	
• CEQA IS/MND – DED Public Circulation	<b>24</b>	
• CEQA IS/MND – Final Environmental Document (FED)	<b>60</b>	
• NEPA CE – Draft and Final	<b>32</b>	
		<b>\$48,322</b>
<b>PM. Project Management</b>		
• Project Management/Meetings/Coordination	<b>48</b>	
		<b>\$12,000</b>
<b>Subtotal</b>	<b>636</b>	<b>\$128,734</b>
<b>Subconsultants</b>		
• Biological Resources		<b>\$15,000</b>
• Cultural Resources	<b>TBD</b>	<b>\$20,000</b>
• Hazardous Materials		<b>\$10,000</b>
<b>Other Direct Costs</b>		
• Mileage	<b>\$268</b>	
• Reproduction/Photocopies	<b>\$400</b>	
• Paleontology Database Search	<b>\$360</b>	
		<b>\$1,028</b>
<b>TOTAL</b>	<b>636</b>	<b>\$174,762</b>

**Assumptions:**

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

Revised 11/15/2017

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

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

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

### **Scope of Services**

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

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

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

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

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

Activities to include the following:

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

### Task 1 - Deliverables

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

### Task 2. Environmental Technical Studies

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

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

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

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

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

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

### **Task 3 - Deliverables**

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

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

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

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

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

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

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

### **Project Schedule**

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

## **Optional Items**

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

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

### **Public Outreach:**

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

### **Regulatory Permitting Framework:**

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

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

### Cost Proposal | Pennsylvania Avenue Widening

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

**Assumptions:**

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

Revised 11/15/2017



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

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

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

### **Scope of Services**

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

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

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

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

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

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

Activities to include the following:

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

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

- Draft and final project description

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

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

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

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

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

### **Task 3 - Deliverables**

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

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

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

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

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

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

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

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

**Project Schedule**

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

## **Optional Items**

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

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

### **Public Outreach:**

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

### **Regulatory Permitting Framework:**

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

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

### Cost Proposal | Pennsylvania Avenue Grade Separation

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

#### Assumptions:

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

Revised 11/15/2017



Staff Report

TO: Mayor and Council Members

FROM: Aftab Hussain, Public Works & Utility Manager

DATE: January 2, 2019

SUBJECT: Approve the First Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc., for the Pennsylvania Avenue Interchange Improvement Project and Authorize the Mayor to Execute on behalf of the City; and,

Approve the First Amendment to the Professional Services Agreement for Property Specialists, Inc., for Right-of-Way Acquisition Services for the Pennsylvania Projects and Authorize the Mayor to Execute on Behalf of the City

**Background and Analysis:**

On September 19, 2017, City Council approved a one-year agreement for professional services with Kimley-Horn and Associates, Inc., to provide design services for the Pennsylvania Avenue Interchange Improvement Project in a not to exceed amount of \$667,037. To date the contract has incurred \$121,365.07. Since the agreement has expired, staff is recommending the first amendment to the agreement, to continue their services for an additional three years (Attachment A) which will allow Kimley-Horn and associates, Inc., to complete the full scope of services. All other terms of the original agreement will remain unchanged, including the services to be performed and the compensation for those services.

On December 19, 2017, City Council approved a one-year agreement for professional services with Property Specialists, Inc., to provide right of way acquisition services for the Pennsylvania Avenue Interchange Improvement Project, Pennsylvania Avenue Widening Project, and the Pennsylvania Avenue Grade Separation Project (Pennsylvania Projects) in the amount not to exceed \$241,830. To date the contract has incurred \$10,457.79. Since the agreement has expired, staff is recommending the first amendment to the agreement, to continue their services for additional three years (Attachment B) which will allow Property Specialists, Inc., to complete the full scope of services. All other terms will remain unchanged, including the services to be performed and the compensation for those services.

**Fiscal Impact:**

Cost to prepare amendments for staff time and attorney fees are in the amount of \$200.00.

	Pennsylvania Ave Widening (2017-009)	Pennsylvania Ave Interchange (2017-001)	Pennsylvania Ave Grade Separation (2017-012A)
Project Account Design Budget	\$ 650,000.00	\$ 950,000.00	\$ 1,150,000.00
Previously Approved Contract Amounts/ Encumbrances	\$ 601,304.61	\$ 912,068.26	\$ 717,784.60
Kimley-Horn Amendment #2	\$ 41,927.00	N/A	N/A
Moffat & Nichol Amendment #1	\$ 5,162.00	\$ 20,647.00	\$ 25,809.00
Property Specialists, Inc Contract Amount	\$ 126,750.00	\$ 49,830.00	\$ 65,250.00
Kimley Horn Contract Amount	N/A	\$ 667,037.00	N/A
Remaining Account Balance	\$ 1,605.39	\$ 22,446.74	\$ 401,245.40

Finance Director Review: \_\_\_\_\_

**Recommendation:**

1. Approve the First Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc., for the Pennsylvania Avenue Interchange Improvement Project and authorize the Mayor to execute on behalf of the City; and,
2. Approve the First Amendment to the Professional Services Agreement for Property Specialists, Inc., for right-of-way acquisition services for the Pennsylvania Projects and authorize the Mayor to execute on behalf of the City.

City Manager Review:  \_\_\_\_\_

**Attachments**

- A. First Amendment to Agreement with Kimley-Horn and Associates, Inc.
- B. First Amendment to Agreement with Property Specialists, Inc.



**Attachment A**

**First Amendment to  
Professional Services Agreement  
With Kimley-Horn and Associates, Inc.**

**FIRST AMENDMENT  
TO  
AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR  
(Kimley-Horn and Associates, Inc.)**

THIS FIRST AMENDMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 18<sup>th</sup> day of December, 2018, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and Kimley-Horn and Associates, Inc., a North Carolina corporation qualified to do business in the state of California, whose address is 3880 Lemon Street, Suite 420, Riverside, CA 92501 (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

**RECITALS**

A. WHEREAS, CITY and CONTRACTOR executed that certain AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR (“Agreement”) for design services for the Pennsylvania Avenue Interchange Project, dated September 19, 2017, a copy of which is attached hereto as Exhibit A; and

B. WHEREAS, the City and Contractor have determined that the Agreement should be extended for two years to allow for Cal Trans review and comment..

**AMENDMENT TO ORIGINAL AGREEMENT**

NOW THEREFORE, the Parties hereby amend the Agreement as follows:

1. **Term of Agreement.** The Agreement shall expire upon completion of the Services provided for therein provided the same shall automatically terminate after three (3) years on December 18, 2021 unless extended by the parties with the approval of the City Council of the CITY.
2. **No Other Changes.** All other terms and conditions contained in the Agreement shall remain in full force and effect. To the extent of a conflict between this Amendment and the Agreement, as amended, this Amendment shall control. Except as stated in this Amendment, all capitalized terms herein shall have the meaning ascribed in the Agreement.

(Signature Page Follows)

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

**CITY:**

**CONTRACTOR:**

CITY OF BEAUMONT

\_\_\_\_\_

By: \_\_\_\_\_  
Julio Martinez, Mayor

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

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

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

**EXHIBIT "A"**

**Executed Professional Services Agreement with Kimley-Horn and Associates, Inc.**

## AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 19<sup>th</sup> day of September, 2017, by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and KIMLEY-HORN AND ASSOCIATES, INC. whose address is 3880 Lemon Street, Suite 420, Riverside, CA 92501 ("CONTRACTOR").

### RECITALS

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

A. CITY desires to engage CONTRACTOR to provide Design Services for the Pennsylvania Avenue Interchange Improvement Project; and

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

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

### AGREEMENT

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

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Not with standing anything in this Agreement, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services ("Services") as follows: Design Services for the Pennsylvania Avenue Interchange Improvement Project and any other services which the City may request in writing from time to time. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Darren Adrian as CONTRACTOR'S professional responsible for overseeing the Services provided by CONTRACTOR.

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

4. Compensation.

4.01 CITY agrees to pay CONTRACTOR the amount as set forth in the Proposal. 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. Not with standing anything in this Section 4, total fees and charges paid by CITY under this Agreement shall not exceed six hundred sixty seven thousand thirty seven dollars. (\$667,037) without approval by the City Council of CITY.

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

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

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

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

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

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

5. Obligations of CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. General Conditions pertaining to Insurance Coverage

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

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request,



complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

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

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

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

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

## 8. Indemnification.

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

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, reasonable attorneys' fees incurred by CITY, court costs, and defense costs, including expert witness fees to the extent arising out of, pertaining to, or relating

to the negligence, gross negligence, recklessness or willful misconduct of the CONTRACTOR in the performance of this Agreement. . .

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 to the extent attributable to the negligence or fault of CITY.

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

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

11. Status of CONTRACTOR.

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

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

disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

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

12. Ownership of Documents: Audit.

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

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

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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


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

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

**CITY:**

CITY OF BEAUMONT

By:

  
Alfred Lloyd White, Mayor

**CONTRACTOR:**

KIMLEY-HORN AND ASSOCIATES, INC.

By:



Print Name:

Darren Adrian, PE 53031

Title:

Vice President

**EXHIBIT "A"**

**PROPOSAL**



Revised September 12, 2017

# I-10/Pennsylvania Avenue Interchange Project

## Scope of Services

The following scope of services contains the specific tasks requested by the City in the Notice of Intent to Award letter dated August 16, 2017. This removed tasks related to environmental studies and right-of-way acquisition contained in our original proposal dated April 27, 2017. This scope is for the I-10/Pennsylvania Avenue Interchange Project and will be done simultaneously with the Pennsylvania Avenue Roadway Widening Project.

### *Task 1: Project Management and Coordination*

Kimley-Horn team members will attend an initial kick-off meeting to confirm project elements, scope, and schedule; and attend coordination meetings with the City. Document significant items of discussion and decisions made during these meetings and forward to the attendees. We anticipate up to 15 meetings as part of this task. Prepare monthly progress reports, as part of the invoice package. Additionally, we will communicate with designated City staff (via phone, conference call, and email) to provide coordination between City staff and the Designer. We anticipate a 18-month schedule and will run concurrently with the Pennsylvania Avenue Roadway Widening Project.

#### **Deliverables:**

- Meeting Agendas and Minutes
- Progress Reports
- Invoicing

### *Task 2: Utility Coordination*

Our Team will coordinate with affected utility agencies during the design. This entails sending utility notification letters to utility agencies identified from readily available City information and the field observation. We anticipate Beaumont Cherry Valley Water District, City of Beaumont (sewer), Southern California Gas, Southern California Edison, Frontier, and Time Warner. These letters will notify the utility agency of the Project, describe anticipated impacts and identify action required. We will provide follow-up calls to non-responsive agencies and generate a utility disposition matrix to serve as documentation and aid in tracking this task. Provide utility potholing to positively identify utilities within Caltrans R/W. Up to two days of potholing is anticipated (approx. 8-10 potholes).

#### **Deliverables:**

- Utility Notification Letters
- Utility Disposition Matrix
- Potholing Report

### *Task 3: Research and Field Observation*

Our Team will obtain and review readily available record drawings and other data relevant to the design. This consists of obtaining information from the City, Caltrans, and impacted utility agencies. This information will be used to assist in compiling base mapping and identifying design constraints. We will perform a field observation to field check and document visible conditions relevant to the design. This consists of observing



Revised September 12, 2017

existing hardscape, surface utility features, and other constraints found within the project area. We will obtain key photographs and field notes for the design.

***Task 4: Traffic Analysis (OPTIONAL)***

We will prepare a traffic analysis to evaluate the I-10 Freeway mainline, Pennsylvania Avenue and ramps. Limits along the freeway are between Beaumont Avenue and Highland Springs Road encompassing analysis of mainline capacity, merge/diverge with ramps, and weaving. Limits along Pennsylvania Ave are between 6th Street and 1st Street (five intersections/four segments) encompassing segment and intersection analysis. Existing, Opening Year, and 20-year Buildout Conditions will be analyzed. We assume RIVTAM model data will be provided to conduct future analyses. As part of the analysis, we will provide an Intersection Control Evaluation (ICE) according to Caltrans Traffic Operations Policy Directive No. 13-02. This will provide initial assessment/screening to identify intersection concepts that merit further consideration, and then engineering analysis to assist in comparing concepts.

**Deliverables:**

- Draft and Final Traffic Analysis

***Task 5: Field Surveying and Base Mapping (area coverage exhibit contained with fee)***

The Kimley-Horn Team will provide aerial mapping and supplemental field surveys at a scale of 1" = 50'. Aerial mapping will contain planimetrics and two-foot contours. We will perform supplemental field topographic surveys to encompass 25-foot cross sections, planimetrics and culture: 1) along the outside ETW on I-10 where the two proposed ramps will join; 2) westbound off-ramp just west of the gore area; 3) Pennsylvania Avenue between the Railroad and 6th Street; 4) and selective features potentially impacted by the proposed improvements. Aerial mapping will encompass the future extension of 2<sup>nd</sup> Street from Pennsylvania Avenue to approximately 700' west of Commerce Way. The supplemental surveys will be merged with the aerial mapping and delivered in a MicroStation DGN file format. We will recover the existing street centerline monuments along Pennsylvania Ave as shown on readily available maps and deeds within the project area. We will plot existing RW based on record maps. We will plot property lines for impacted properties in the northeast quadrant based on record data. We will prepare a Record of Survey, as required under California PLS Act 8762.

Plot overhead and underground utility lines based on readily available data and record drawings.

***Task 6: Geotechnical Engineering Analysis and Reports (additional description contained with fee)***

Our Team will perform a geotechnical evaluation consisting of field observations, obtaining field samples, and conducting analysis to assist with the design of the proposed ramps according to Caltrans standards and requirements. This will address items such as excavation and embankment requirements, pavement section and considerations for potential retaining walls. We anticipate obtaining up to seven borings, approximately 10 to 50 feet deep, for the analysis.

**Deliverables:**

- Draft and Final Geotechnical Design Report
- Draft and Final Materials Report
- Draft and Final Foundation Report





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### *Task 7: Pavement Life Cycle Cost Analysis (LCCA)*

Our Team will provide a LCCA based on Caltrans LCCA Procedures Manual. This will study the proposed pavement using engineering economic principles to evaluate long-term investment options using the RealCost software. We will coordinate results with Caltrans Materials group to gain concurrence on the approach for proposed pavement sections.

#### **Deliverables:**

- Draft and Final LCCA

### *Task 8: Drainage Reports*

Our Team will prepare a Drainage Report to address hydrology and hydraulics for the site and provide design recommendations. Modification of existing drainage inlets and other drainage structures (e.g. concrete ditch and headwall) are anticipated as part of the project. Modifications are intended to maintain existing drainage patterns and flows. Flows north of the freeway will discharge to the existing headway at the terminus of the concrete ditch at the end of the existing westbound off-ramp. Flows from the new eastbound off-ramp will discharge to the existing cross culvert that discharges south of the railroad tracks. Calculations will consist of comparing the pre- and post-project conditions at the site. Evaluation is limited to the impacted portion of the storm drain within the project site. Drainage inlets or overside drains will be incorporated into design where necessary, i.e. to limit flooded width, at low points, and changes in superelevation. Evaluation of the existing storm drain system is not anticipated to be necessary. The scope does not include improvements or upsizing the storm drain mainline within Pennsylvania Avenue. Since the project is located within the 100-year floodplain for the Beaumont Channel, a Location Hydraulic Study, and Floodplain Encroachment Report will also be needed. These will follow Caltrans requirements using much of the information contained in the Drainage Report.

#### **Deliverables:**

- Draft and Final Drainage Report
- Draft and Final Location Hydraulic Study
- Draft and Final Floodplain Encroachment Report

### *Task 9: Storm Water Data Report*

We will prepare a Caltrans format Storm Water Data Report (SWDR) to address impacts the project may have on storm water quality. A Long Form SWDR is anticipated. The effort for this task encompasses report preparation, calculations for Best Management Practices (BMPs) and coordination with the plans and special provisions. The landscaped area within the new westbound loop ramp will provide an opportunity for constructing a new treatment BMP. If onsite infiltration allows, a new infiltration basin will be proposed to treat the required water quality volume. If onsite infiltration is poor, then either a bioretention or detention basin will serve as the primary BMP. Vegetated swales will be constructed to pretreat stormwater before entering the basin where practical. It is anticipated that the BMP within the loop ramp area will be able to treat the required water quality volume for the entire project. A BMP is not anticipated to be constructed along the east bound off-ramp.

#### **Deliverables:**

- Draft and Final Storm Water Data Report



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***Task 10: Storm Water Pollution Prevention Plan (OPTIONAL)***

We will prepare a Caltrans format Storm Water Pollution Prevention Plan (SWPPP) for the Project to comply with the Construction General Permit (CGP). This will address disturbed areas identified with the design. We anticipate a Risk Level 2 for this project. Once the SWPPP is approved, provide information to assist the City in uploading to the SMARTS system.

**Deliverables:**

- Draft and Final SWPPP

***Task 11: Geometric Approval Drawings (GADs)***

The Kimley-Horn Team will prepare Caltrans format GADs. This entails a strip plot showing plan view geometric data with critical dimension; typical sections; ramp profiles; and traffic data for the approved build alternative.

**Deliverables:**

- Geometric Approval Drawing

***Task 12: Fact Sheets***

We will provide documentation of non-standard features within Caltrans R/W. This entails preparation of Caltrans standard Fact Sheets for advisory or mandatory design exceptions. We anticipate both mandatory and advisory fact sheets with up to eight non-standard features.

**Deliverables:**

- Draft Fact Sheets
- Final Fact Sheets

***Task 13: Interstate Modified Access Report (IMAR)***

We will prepare a separate report that addresses FHWA policy requirements for modified access. Follow the submittal requirements described in FHWA's Interstate System Access Information Guide. We anticipate summarizing information generated from other tasks contained herein. Address up to three rounds of comments from Caltrans for the Interstate System Access Change Request. Address up to two rounds of consolidated comments from all agencies for Final Approval.

**Deliverables:**

- Draft IMAR
- Final IMAR

***Task 14: Demolition Plans***

We will provide demolition plans to identify removals within the limits of work. This entails showing removal of primary features such as pavement, curb/gutter, concrete ditch, sidewalk, fencing, signs, guard rail, and large trees.

***Task 15 Layouts, Profiles, Typical Sections and Details***

We will show layouts, profiles and super-elevation diagrams for the three proposed ramps and Pennsylvania Avenue street widening from 1<sup>st</sup> Street to 6<sup>th</sup> Street. Plot working cross sections at 25-foot intervals. We will show ramp and street typical sections. We will provide blow-up details for new ramp intersections, ADA curb ramps and joins with freeway.



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We will provide a strip plot of the existing ground profile for the future 2<sup>nd</sup> Street extension from Pennsylvania Avenue to approximately 700' west of Commerce Way based on the aerial mapping obtained in Task 5.

#### *Task 16: Drainage Plans*

Provide drainage plans for impacted systems. We anticipate surface conveyance along the proposed ramps up to Pennsylvania Avenue, and then minor modifications to join existing storm drain. Modification is anticipated at the existing westbound offramp crossing Pennsylvania Avenue to connect to the proposed loop ramp area. Show details for catch basins and items that deviate from published Caltrans standards.

#### *Task 17 Grading Plans*

Our Team will provide grading plans for the three ramps showing contours to demonstrate necessary slopes, joins and area grading. Annotate limits of grading and areas of cut and fill. We will show realignment of existing concrete drainage swales and necessary grading for an anticipated water quality feature within the proposed loop ramp area.

#### *Task 18 Retaining Wall Plans*

We will prepare a Caltrans format retaining wall plan for a Caltrans Standard Plan retaining wall adjacent to the ramp widening between the off-ramp and the adjacent property. The retaining wall plan entails plan and elevation view of the wall with associated typical section and details needed to supplement the Caltrans Standard Plan. We will provide retaining wall calculations to show the standard plan parameters are appropriate for the wall located on a slope, and provide necessary details and parameters to modify the standard if required by the calculations.

#### *Task 19: Composite Utility Plans*

The Kimley-Horn Team will provide composite utility plans to show existing underground and overhead utilities within the project area, and proposed relocations. These will identify high risk utilities and reflect existing facilities per readily available record information, the field observations, field surveys, and selective potholing, as indicated herein for positive identification complying with Caltrans requirements. We will show proposed facilities based on utility coordination as indicated herein. This plan is for coordination purposes only. Utility relocation plans are anticipated to be by the respective utility agency.

#### *Task 20: Pavement Delineation and Sign Plans*

We will prepare pavement delineation and sign plans showing proposed signing and striping along the three ramps. We will show necessary transition striping and advanced signing along Pennsylvania Avenue. Standards will be according to the California Manual on Uniform Traffic Control Devices (MUTCD).

#### *Task 21: Caltrans Overhead Sign Detail, Footing Plan, and Lighting and Sign Illumination Plans*

We will prepare plans for a new overhead sign along I-10 for the new eastbound offramp. This will indicate sign location, elevation view and foundation design.

A lighting and sign illumination plan will be prepared to show electrical wiring connections to power the overhead sign lighting. The overhead sign lighting will be located on the sign structure walkway. The plan will have a wiring diagram identifying the existing lighting circuit the overhead sign lighting will be added to.



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### *Task 22 Traffic Handling and Detour Plans*

Our Team will prepare traffic handling plans at a scale of 1"=50' to indicate temporary traffic delineation for adding the ramp connections. This consists of showing short-term lane closures along the freeway outside lane for the two new ramps. Along Pennsylvania Avenue, this consists of showing a traffic shift for up to two stages of work. For the realigned westbound offramp, provide a short-term detours plan for full closure of the ramp for the join to existing ramp just west of the gore area.

### *Task 23: Landscape and Irrigation Plans*

Our Team will prepare irrigation plans showing the location, size, and quantity of necessary equipment needed to operate an electronically controlled, underground irrigation system within the disturbed areas of the project.

Planting plans in accordance with Caltrans standards with location, quantity, type, and size of plant material selected for use in restoring planting in the disturbed areas will be prepared. Plants encompass proposed trees, shrubs, ground covers and hydroseed mixes. Selected plants will be chosen to match or be compatible with existing vegetation in the project area. There will also be low water use plants, native, or adaptive to the Pass area, in accordance with AB 1881 requirements.

### *Task 24: Erosion Control Plans*

We will prepare erosion control plans at a scale of 1"=50' to indicate erosion control BMPs to be implemented by the contractor prior to and during construction. These will address disturbed areas of the site and also serve as the basis for development of the SWPPP described herein. This plan considers the entire disturbed area of the project and does not attempt to address construction staging.

### *Task 25 Specifications*

Our Team will provide Caltrans Standard Special Provisions (SSP's) for the items identified on the plans noted herein. We will provide additional information on these, such as bid item description, according to content shown on boiler plate special provisions provided by the City. We will provide a bid item list incorporating these items. We anticipate that the City will prepare the other sections of the specification document and incorporate these SSP's within a designated section of the overall document.

### *Task 26: Opinion of Probable Construction Cost*

We will prepare an opinion of probable construction cost for comparison to project budget and assistance during the contractor's bidding process. We will show measurement of units per the project specifications and provide additional detail for lump sum items. Derive unit prices from readily available current bid information on similar work within the area. Submit backup information along with the estimate if requested for City record and concurrence.

#### **Deliverables:**

- 65% PS&E – Four sets to City & 25 sets to Caltrans
- 95% PS&E – Four sets to City & 25 sets to Caltrans
- 100% PS&E – Four sets to City & 25 sets to Caltrans
- Final PS&E – One set signature bonds and electronic files



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## **Assumptions:**

**The following assumptions have been made in regard to our scope and fee:**

1. The City will coordinate with Caltrans regarding submittals, status, resolution of comments and other related coordination as part of the PEER process. Our effort is limited to the coordination stated in Task 1.
2. Our team will execute agreements for the design of both the I-10/Pennsylvania Interchange and Pennsylvania Avenue Roadway Widening Projects. We assume the Roadway Widening Project runs concurrent with the I-10/Pennsylvania Avenue Interchange Project. Two separate bid packages will be prepared, one for the Interchange and the other for the Roadway Widening.
3. The geotechnical report will cover both the interchange and widening projects in a single report.
4. The drainage report will cover both the interchange and widening projects in a single report.
5. Number of drawings are indicated for each discipline within the fee sheet. If these change, we will need to re-assess our effort and fees.
6. All drawings will be submitted in a format compatible with MicroStation V8i.
7. Specifications and other written documents will be submitted in Microsoft Word Version 2010 or later.
8. Cost estimates and other spreadsheets used will be submitted in Microsoft Excel.
9. A single Build Alternative will move forward. For purposes of this scope and fee, we are assuming the configuration shown as Concept 1 in the RFP will be the Build Alternative.
10. Design changes or additions due to evaluation of non-standard features, or other request, are not included.
11. Field Surveys: All surveys will be tied to the County of Riverside horizontal (NAD83, Zone 6) and vertical (NAVD88) datums. Coordinate and process encroachment permit with Caltrans to conduct field surveys within Caltrans right-of-way (permit fees up to \$750). Provide traffic control for the field surveys consisting of cones along the edge of traveled way and a warning sign indicating field surveys in progress. Lane closures or other form of traffic control is not anticipated to be necessary.
12. For all above-stated deliverables we anticipate one round of consolidated comments per submittal. If additional comments are received, we will schedule a workshop to resolve and then make the final submittal.
13. Effort for the Location Hydraulic Study is based on receiving the backup hydrologic model (HEC-1 model) from FEMA that was used to establish the 100-year flood hazard area shown on the effective FIRM panel. The FEMA model will be modified to reflect the project conditions and demonstrate no impact to the existing floodplain. The effort does not include budget for creating a new hydrologic model if the original model cannot be obtained from FEMA or another local agency.



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14. Utility relocation designs are not included. If needed, these can be provided at an additional cost.
15. Geotechnical testing during construction is anticipated to be provided by others or by separate agreement.
16. Traffic signal designs are not included. We anticipate stop control at the new ramp terminals and no impact to the existing signal at 6<sup>th</sup> St.
17. Ramp metering designs are not included. We anticipate a design exception for HOV bypass along the entrance ramps.
18. Improvements to the existing eastbound entrance ramp are not included (addition of CHP turnouts, maintenance turnouts, drainage, signing/stripping, etc.).
19. We assume no impact to the gore area along the existing westbound exit ramp. The join for realignment is assumed to occur west of the gore area.
20. We assume no impact to the existing freeway undercrossing structure. Structural design or analysis of this bridge is not included.
21. A WQMP for this project will not be required because the project is contained entirely within Caltrans right-of-way, and Caltrans uses the Storm Water Data Report to conform to state and NPDES requirements.
22. Construction staking is not included. We assume this will be provided by others.
23. Items indicated as optional can be provided for an additional fee as indicated in the Fee Estimate.

**Attachments:**

- Expanded Scope for Field Surveys and Base Mapping (Towill)
- Expanded Scope for Geotechnical Engineering Analysis and Reports (Kleinfelder)

		Kimley-Horn Staff					
		PIC	Project Manager	QA/QC Sr. Prof	Prof II	Prof I	Analyst II
Hourly Billing Rate		\$290.00	\$275.00	\$225.00	\$180.00	\$165.00	\$145.00
Task 1	Project Management and Coordination	6	90		120		
Task 2	Utility Coordination		4		6	20	
Task 3	Research and Field Observation		6			12	
Task 5	Field Surveying and Base Mapping		2			12	
Task 6	Geotech Engineering Analysis and Reports		4		4	20	
Task 7	Pavement Life Cycle Cost Analysis (LCCA)		2	4		20	
Task 8	Drainage Reports		6	8	50		
Task 9	Storm Water Data Report		4	6	30		
Task 11	Geometric Approval Drawings (GADs)	1	16	10	12	56	110
Task 12	Fact Sheets	2	40	12	6	160	
Task 13	Interstate Modified Access Report (IMAR)	4	40	12	40	160	80
Task 14	Demolition Plans (3 Sheets)		3	6		24	
Task 15	Layouts, Profiles, Typ Sections and Details (10 Sheets)		40	40		100	160
Task 16	Drainage Plans (4 Sheets)		16	16		32	64
Task 17	Grading Plans (2 Sheets)		6	8		16	32
Task 20	Pvmt Delineation and Sign Plans (3 Sheets)		3	6	24		
Task 21	Caltrans Overhead Sign Detail, Footing Plan and Lighting/Sign Illum Plans (4 Sheets)		4	8	32		
Task 22	Traffic Handling and Detour Plans (5 Sheets)		5	10	40		
Task 23	Landscape and Irrigation Plans (6 Sheets)		6	12		48	
Task 24	Erosion Control Plans (3 Sheets)		3	6	24		
Task 25	Specifications	2	8	12	48	96	20
Task 26	Opinion of Probable Construction Cost	1	8	6	24	40	
<b>TOTAL HOURS</b>		<b>16</b>	<b>316</b>	<b>182</b>	<b>460</b>	<b>816</b>	<b>466</b>
Subtotals		\$ 4,640	\$ 86,900	\$ 40,950	\$ 82,800	\$ 134,640	\$ 67,570
FTE (Weeks)		0.4	7.9	4.6	11.5	20.4	11.7
Expenses (as a percentage of labor fees)							
Labor Escalation							
<b>TOTAL COST</b>							

		Kimley-Horn Staff					
		PIC	Project Manager	QA/QC Sr. Prof	Prof II	Prof I	Analyst II
Hourly Billing Rate		\$290.00	\$275.00	\$225.00	\$180.00	\$165.00	\$145.00
OPTIONAL ITEMS							
Task 4	Traffic Analysis		8	8	60	8	160
Task 10	Storm Water Pollution Prevention Plan		4	6	30		
TOTAL COST FOR OPTIONAL ITEMS							
NOTES							



**Attachment B**

**First Amendment to  
Professional Services Agreement  
With Property Specialists, Inc.**

**FIRST AMENDMENT  
TO  
AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR  
(Property Specialists, Inc.)**

THIS FIRST AMENDMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 18<sup>th</sup> day of December, 2018, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and Property Specialists, Inc., whose address is 26070 Towne Centre Drive, Suite 150, Foothill Ranch, CA 92610 (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

**RECITALS**

A. WHEREAS, CITY and CONTRACTOR executed that certain AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR (“Agreement”) to provide Right-of-Way (ROW) acquisition services for the Pennsylvania Avenue Interchange Improvement Project, Pennsylvania Avenue Widening Project and the Pennsylvania Avenue Grade Separation Project, dated December 19, 2017, a copy of which is attached hereto as Exhibit A and made a part hereof by this reference; and

B. WHEREAS, the City has determined that the Agreement should be extended.

**AMENDMENT TO ORIGINAL AGREEMENT**

NOW THEREFORE, the Parties hereby amend the Agreement as follows:

1. **Term of Agreement.** The term of the Agreement is hereby extended to encompass the term of the Services not to exceed three (3) years from the date of the Agreement or December 19, 2020.
2. **No Other Changes.** All other terms and conditions contained in the Agreement shall remain in full force and effect. To the extent of a conflict between this Amendment and the Agreement, as amended, this Amendment shall control. Provisions in the Proposal other than the price and the Services are of no force or effect. Except as stated in this Amendment, all capitalized terms herein shall have the meaning ascribed in the Agreement.

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

**CITY:**

CITY OF BEAUMONT

By: \_\_\_\_\_  
Julio Martinez, Mayor

**CONTRACTOR:**

\_\_\_\_\_

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

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

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

**EXHIBIT "A"**

**Executed Professional Services Agreement.**

## AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 19<sup>th</sup> day of December, 2017, by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and Property Specialists, Inc. whose address is 26070 Towne Centre Drive, Suite 150, Foothill Ranch, CA 92610 ("CONTRACTOR").

### RECITALS

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

- A. CITY desires to engage CONTRACTOR to provide ROW Appraisal and Acquisition Services for the Pennsylvania Avenue Interchange Improvement Project, Pennsylvania Avenue Widening Project and the Pennsylvania Avenue Grade Separation Project; and
- B. CONTRACTOR has made a proposal ("Proposal") to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit "A"; and
- C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

### AGREEMENT

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

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.
2. Services to be Performed. CONTRACTOR agrees to provide the services ("Services") as follows: ROW Appraisal and Acquisition Services for the Pennsylvania Avenue Interchange Improvement Project, Pennsylvania Avenue Widening Project and the Pennsylvania Avenue Grade Separation Project and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Marcella Jorgensen as CONTRACTOR'S professional responsible for overseeing the Services provided by CONTRACTOR.
3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR'S sole cost and expense, employ such competent and qualified independent associates, subcontractors

and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed two hundred forty one thousand eight hundred thirty dollars (\$241,830).

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

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

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

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

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this

Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request,



complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

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

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

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

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

## 8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from 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. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any

other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

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

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

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

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent

calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

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

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

12. Ownership of Documents; Audit.

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

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

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any


officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

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

**CITY:**

CITY OF BEAUMONT

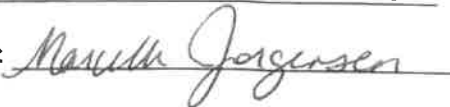
By:

  
Nancy Carroll, Mayor

**CONTRACTOR:**

Property Specialists, Inc. (dba CPSI)

By:



Print Name: Marcella Jorgensen

Title: President

**EXHIBIT "A"**

**PROPOSAL**

## SCOPE OF SERVICES – PENNSYLVANIA AVENUE INTERCHANGE IMPROVEMENT PROJECT

CPSI provides professional right of way services, including: project coordination and management; appraisal and appraisal review report coordination and attainment; preliminary title report review and coordination; acquisition services; terms negotiation; settlement procurement; escrow facilitation; and relocation assistance, as required.

The Pennsylvania Avenue Interchange Project will potentially impact eight parcels under three separate ownerships. Additionally, there are two large, double-sided billboards within the proposed right of way acquisition area, with a possible third billboard, depending on Kimley-Horn's final design. Working with Kimley-Horn early in the design review process it will be confirm the specific right of way impacts, but the attached scope of work will all be applicable to project delivery.

Below is an overview of our typical scope of work for the requested services; this scope will be refined with each assigned project and is provided only to demonstrate an understanding of the right of way acquisition and relocation process.

### Project Coordination and Management

1. **Meetings.** Attend meetings with the City and their design team, including the initial kick-off meeting. Meeting minutes, agendas and reports are provided when directed by the City's project manager.
2. **Status Reports.** Provide and maintain title, appraisal, acquisition and relocation database/status reports for all project personnel to access.
3. **Subconsultant Management.** Provide management and coordination of services for all subconsultants.
4. **Escrow Coordination.** Provide coordination services with the escrow company, including ordering preliminary title reports, opening escrows and facilitating escrows for the acquired property.
5. **Scheduling.** Prepare and provide the City with project schedules, as needed.
6. **Quality Assurance/Quality Control Management.** Provide quality control management for all areas of the project, including coordinating efforts with the City to ensure a compliant project.
7. **Data Management.** We will use QuickBase as a project management tool for tracking project-related tasks and milestones, as well as customized dashboards for monitoring individual performance efficiency, timelines and cost containment strategies. Our reports are tailored to each client's specifications to provide the critical information necessary for management decisions.
8. **Project Close-Out.** Provide the services required to finalize and close out the project according to the Uniform Act, as amended, FHWA regulations and California law.

### Title Services

1. **Preliminary Title Reports.** Issue preliminary title reports (PTR) with supporting documents for all parcels. Title reports produced for each parcel will, at a minimum, establish legal owners and all valid liens, encumbrances and easements of record.
2. **PTR Review.** CPSI's qualified staff reviews the PTRs to inspect each report for accuracy of the stated ownership, Assessor Parcel Numbers and other pertinent information. Additionally, the listed liens, encumbrances, mortgages, etc., are analyzed to determine if consents/subordinations are required to clear title.

### Primary Appraisal Procedure/Scope of Work

The purpose of the appraisal will be to determine the fair market value (just compensation) of the partial acquisitions, inclusive of the temporary construction easements (TCEs) and the full-fee acquisition of the car wash parcel.



The appraisal reports will be prepared in accordance with all applicable regulations and standards, including: The Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49 CFR Part 24), as amended (Uniform Act), the Caltrans Right of Way Manual, and any other supplemental standards required under the scope of work. A current date of value will be employed.

1. **Distribute Appraisal Assignments.** Facilitate the distribution of appraisal assignments, including appraisal review reports and ensure clarification of scope of the project.
2. **Coordinate Meetings.** Hold meetings with the selected appraiser and review appraiser to review and discuss the project scope, requirements for the appraisal reports and reviews, as well as the type of reports required and the required written notice of inspection to the owner.
3. **Issue a Notice of Decision to Appraise letter.** The notice will include Title VI information will be sent to the property owner via U.S. mail and certified mail. At a minimum, notices will be sent to the owner's mailing address as shown with the County Assessor's office.
4. **Conduct appraisal inspection.** An appraisal inspection will be conducted to become familiar with the physical and functional characteristics of the larger parcel, as well as to distinguish the influence of the immediate physical environment.
5. **Determine highest and best use.** Just compensation) for the full and partial acquisitions will be as set forth in the California Code of Civil Procedure, Part 3, Title 7, Chapter 9, Sections 1263.320 through 1263.430, as appropriate for eminent domain purposes.
6. **Valuation Approach.** It is anticipated that the valuation analysis will be completed by employing the following three approaches to valuation: Sales Comparison, Income and Cost. If one type of valuation is not utilized, an explanation will be included in the final report.
7. **Appraisal Report.** A complete narrative appraisal report will be prepared for each property, and will include exhibits and photographs of the larger parcel. The appraisal will be prepared in accordance with USPAP. The formal Appraisal Reports will be prepared and delivered in triplicate, plus a PDF copy, following the delivery and approval of draft reports. The appraiser will also prepare Appraisal Summary Statements.
8. **Just Compensation.** Upon completion of the appraisal, the appraiser will complete a Summary of Just Compensation report to establish the highest and best use valuation.

#### Billboard Appraisal (Billboard appraisal will utilize Caltrans 2017 Poster Panel Schedule)

The billboards located within the proposed right of way, certainly within proposed Caltrans right of way, will be appraised utilizing the *Caltrans 2017 Poster Panel Removal Schedule* with consideration paid for loss of goodwill.

If fixtures and equipment appraisal services are necessary, our subconsultant, will perform the necessary research, investigation and analysis to provide written appraisal reports in compliance with the standards of USPAP. FF&E appraisal services include the following steps:

1. **Documentation Review.** Review any documentation pertaining to the billboard and provided by the property owner and sign company manager, such as invoices, depreciation schedules and construction contracts.
2. **Interviews.** Interview the property owner and sign company manager.
3. **Appraisal Coordination.** Coordinate with other appraisers to avoid duplication of compensation.
4. **Apply Valuation Methods.** Apply valuation methods, based on the *Caltrans 2017 Poster Panel Removal Schedule*.
5. **Prepare Appraisal Report.** Prepare the appraisal report, for submission in the Caltrans accepted format.

#### Loss of Business Goodwill Appraisal - Billboards

If loss of business goodwill appraisal services is necessary, we have provided a general scope of work below.

1. **Project Meetings.** Meet with right of way and project teams to gain an understanding of the project and potential impacts of the acquisition on the business entity.
2. **Complete an Inspection.** Inspect the business facility.
3. **Conduct Interviews.** Interview the business owner to determine a history of operations and the relocation needs.
4. **Financial Document Review.** Review the business's historical financial statements, tax returns and lease agreements.
5. **Appraisal Report Review.** Review all parcel appraisal reports and coordinate with real estate and fixtures and equipment appraisers to avoid duplication of compensation.
6. **Stakeholder Coordination.** Coordinate with agency staff and legal counsel to discuss strategy and approach.
7. **Relocation Agent Coordination.** Coordinate with relocation agents to determine relocation options and feasibility of relocation.
8. **Complete Market Research.** Perform market research to determine the business's marketability and external influences.
9. **Use Valuation Methodology.** Implement valuation methodology, including market-based and income approaches, to determine the business's goodwill value in the before condition.
10. **Replacement Site Inspection.** Inspect potential or actual relocation sites.
11. **Documentation Review.** Review all relevant and available documentation from the relocation site, including lease, financial statements and capital expenditures.
12. **Determine Loss of Goodwill.** Implement valuation methodology to determine the loss of goodwill suffered by the business, including giving consideration to betterment, if any.
13. **Prepare Appraisal Report.** Prepare a restricted appraisal report, inclusive of a parcel diary, if required.

#### Appraisal Review (Federally Funded or Caltrans-Related Projects)

The review appraiser is required to address a number of specific items pertaining to the report under review including the completeness of the report, adequacy and relevance of the data, propriety of the adjustments, form an opinion as to the appropriateness of the appraisal methods and techniques used to complete the appraisal, form an opinion as to whether or not the analyses, opinions, and conclusions are appropriate and reasonable or develop reasons for the disagreements, if any. In addition to USPAP, eminent domain projects with federal and state funding require compliance with various additional regulations and guidelines. All appraisal review assignments will comply with Standard Rule 3 of USPAP.

The scope of work for an appraisal review will include the following steps:

1. Identify the appraiser(s) that conducted the appraisal;
2. Become familiar with the subject property and review legal descriptions and plat maps, title reports, environmental reports, and other documents, as applicable;
3. Become familiar with the subject neighborhood and the comparable properties used in the various analyses;
4. Check all mathematical calculations made by the appraiser(s);
5. Cross-reference narrative descriptions within the report with photographs, maps, and other exhibits (when included in the work under review);
6. Review the weighting assigned to the approaches to value used in the appraisal;

7. Determine if accepted appraisal principles, techniques, and standards were followed in arriving at property value in accordance with USPAP, California law, and Caltrans, FHWA, and FTA regulations, when applicable;
8. Ensure that the appraiser(s) did not overlook any feature that would materially affect the property value;
9. Develop an opinion as to the completeness of the material under review, given the review appraiser's scope of work;
10. Develop an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data, given the review appraiser's scope of work;
11. Develop an opinion as to appropriateness of the appraisal methods and techniques used, given the review appraiser's scope of work, and developed reasons for any disagreement;
12. Develop an opinion as to whether the analyses, opinions, and conclusions are appropriate and reasonable, and developed the reasons for any disagreement; and
13. Form an opinion as to whether the appraisal can be used to establish fair market value for the subject larger parcel and make a recommendation as to whether the appraisers' estimate of fair market value should be used as just compensation for the proposed acquisition

#### **Acquisition Services (includes Settlements and Closings)**

1. **Review Plans.** Review project plans to become familiar with the project and its impact on the various properties.
2. **Verify Conformance.** Verify that any legal descriptions, right of way plans, surveys and appraisals correspond and are accurate.
3. **Offer Letter.** Prepare and present the written offer letter to the property owner, along with the appraisal summary of value, purchase agreement, deeds, escrow instructions, brochure and agent's business card upon the initiation of negotiations, after review and approval by the City's representative. Submit all legal documents for the City's legal counsel to review when language is added, deleted or revised.
4. **Acquisition and Negotiation.** Conduct negotiations for the acquisition of each parcel in accordance with all federal and state policies and procedures, including making the initial purchase offer in person when the owner resides in the project area, if possible. Offers to out-of-area owners will be mailed with a Certified Return Receipt.
5. **Administrative Settlement Recommendations.** Provide City with a written recommendation and support documentation for all counter offers and proposed settlement terms for review and approval or disapproval.
6. **Open and Monitor Escrows.** Coordinate with the selected title company and open escrows on all purchases. CPSI monitors escrows, reviews all escrow documents, requests funds and ensuring that the City receives title insurance policies in the amount of the purchase cost of the land/improvements, and clears title to all properties acquired.
7. **City and Owner Liaison.** Provide liaison duties between the City and property owners.
8. **Contact Documentation.** Thoroughly document all contacts with property owners and/or their representatives, indicating attendees, time and place of meetings. Documentation includes thorough diaries and copies of all correspondence and emails. Diaries are updated immediately after each contact, if possible, and housed in the permanent acquisition file.
9. **Parcel Files.** Establish and maintain an accurate and complete working file for each parcel in a professional and standard format. Additionally, all pertinent project files are maintained in electronic formats and provided to the City at completion of the project.
10. **Meetings.** Attend any required or additional meetings, as deemed necessary by the City to communicate progress and discuss project issues.

11. **Close-Out Acquisition File.** Complete a final quality assurance/quality control review on the file for close-out, provide final status reports to the City and deliver final files to the City upon completion of the project. Additionally, the City will receive a flash drive with all pertinent project data stored in systematically organized project folders.

#### Right of Way Certification (Caltrans)

CPSI will coordinate with the City and Caltrans to prepare the Right of Way Certification, as required by Chapter 13, Section 13.10 of the Caltrans Local Assistance Procedures Manual. Our process includes the following:

1. **Coordination.** Coordinate with Caltrans Local Assistance or Local Programs to ensure that project requirements are underway. This includes ensuring that the City has completed all necessary documents to begin the certification process, (e.g., the E-76 application for Construction/Right of Way).
2. **Assembly.** Assemble the Right of Way Certification (1, 2, 3 or 3W) binder with all appropriate documentation to be provided by the City, including documentation showing possession of the necessary right of way, utility notices and agreements, relocation plans and costs, and necessary environmental clearance support.
3. **Drafting.** Draft the Right of Way Certification form segmenting the different project land rights acquired along with any Relocation Assistance Program documentation, as applicable, supporting the proper handling of displacees.
4. **Delivery.** Package and deliver a hard copy of the certification directly to Caltrans District Office and provide an electronic copy to the City.
5. **Revisions.** CPSI will coordinate revisions between Caltrans and the City, as necessary, and work with the client to ensure that all schedules of right of way certifications are met before the project proceeds to construction.

#### Utility Coordination and Relocation

CPSI will coordinate the identification and disposition of utilities and work closely with the City and the design team to avoid conflicts. We will review the utility owners' documents, and pertinent regulations, regarding utility rights, as they relate to the project. Our team will submit preliminary and final utility base maps and database reports which will identify potential conflicts. It is assumed that conflicts will be reviewed with the design team and avoided; however, if unavoidable, CPSI will coordinate the relocation process.

The utility investigation process includes:

- Determining utilities within construction area by field review and records search;
- Preparing the verification request/claim letter with a copy of the design plans;
- Requesting and obtaining as-built plans and existing right of way documents;
- Performing a positive identification of underground facilities, as applicable; obtaining all permits and traffic control measures in conformance with the Manual of Uniform Traffic Control;
- Preparing the utility data base and utility base map; submitting to the design team to determine conflicts;
- Preparing the Report of Investigation and reviewing prior rights claims to determine liability for utility relocations and costs;
- If conflicts are unavoidable, obtaining a relocation plan from the utility owner and obtaining approval from the design team;
- Reviewing U-Sheets to confirm that existing and proposed utility facilities have been identified
- Preparing and delivering a Notice to Owner to relocate, if the conflict cannot be resolved by the design team;
- Obtaining a relocation plan and cost estimate from each utility owner in conflict;
- Obtaining approval of relocation plans from the design engineer;

- If needed, preparing Exhibit 3-C of the Caltrans Local Assistance Procedures Manual for authorization to proceed with utility relocation;
- Preparing the utility agreement, as required;
- Coordinating permits and replacement rights prior to utility relocation;
- Inspecting and confirming the relocated utilities report; and
- Obtaining and submitting final as-builts for approval and acceptance by the project engineer and the City.

Survey data and documentation will be compiled to create a Utility Conflict Matrix and Base Map. CPSI will work with the design team to determine if a utility must be relocated or is clear for construction, meeting all minimum clearance requirements. This conflict matrix is used for our formal utility quality control process.

As required, CPSI will provide coordination during construction to monitor relocations, to ensure schedule adherence. A utility file will be prepared and maintained for each impacted facility. Utility files will contain the following documents:

- Signed copies of all documents and agreements, including amendments, final relocation plans and approvals;
- Signed copies of invoices and payments, including the reconciliation and accounting;
- Proof that all credits from utility owners have been received;
- Diary notes from the resident engineer approving the relocation in the field;
- Signed copies of as-builts from utility owners, permits and/or replacement rights;
- Base map showing the location of replacement rights; and
- A letter from the applicable parties, accepting relocation conditions, if needed.

Utility coordination activities will run concurrently with plans, specifications and cost estimates (PS&E) preparation and prior to other right of way delivery activities. CPSI will obtain all available documents, determine status, and share information and documents with all project stakeholders.

# PENNSYLVANIA AVENUE INTERCHANGE IMPROVEMENTS

## FEE PROPOSAL

FEE BREAKDOWN: PENNSYLVANIA AVENUE INTERCHANGE IMPROVEMENTS					
PARCEL (APN)	ACQUISITION TYPE	TITLE	ACQUISITION	APPRAISAL	APPRAISAL REVIEW
418-123-006	Partial	\$550	\$3,800	\$3,500	\$900
418-123-009	Partial	\$550	\$3,800	\$3,500	\$1,100
419-250-006	Partial				
418-123-003	Full				
418-123-005	Partial	\$950	\$4,700	\$4,500	\$900
418-123-008	Partial				
418-123-011	Full				
418-123-012	Full				
<b>SUBTOTAL</b>	-	<b>\$2,050</b>	<b>\$12,300</b>	<b>\$11,500</b>	<b>\$2,900</b>
TOTAL PER SERVICE					
Project Management (monthly meetings, etc.)			\$140/hour	40 hours	\$5,600
Title			-	-	\$2,050
Acquisition			-	-	\$12,300
Appraisal			-	-	\$11,500
Appraisal Review			-	-	\$2,900
Structure/Loss of Business Goodwill			\$3,500/report	Two reports	\$7,000
Escrow Coordination			\$300/owner	Three owners	\$900
Right of Way Certification			\$95/hour	24 hours	\$2,280
Utility Management (split with widening project)			\$125/hour	8 hours	\$1,000
Utility Coordination (split with widening project)			\$95/hour	40 hours	\$3,800
Other Direct Costs (mileage, copies, etc.)			-	-	\$500
<b>TOTAL NOT-TO-EXCEED FEE</b>					<b>\$49,830</b>

ONE OWNER



## SCOPE OF SERVICES – PENNSYLVANIA AVENUE WIDENING PROJECT

CPSI provides professional right of way services, including: project coordination and management; appraisal and appraisal review report coordination and attainment; preliminary title report review and coordination; acquisition services; terms negotiation; settlement procurement; escrow facilitation; and relocation assistance, as required.

Upon reviewing the alignment of the existing road, the existing width of the Caltrans bridge and the likely requirements for the grade separation, we anticipate the need to acquire right of way on both sides of Pennsylvania Avenue from 1st Street to 6th Street for the widening project. CPSI will implement steps to eliminate the duplication of work as it relates to project overlap, immediately address the utility relocation requirements for all three projects, and outline and adopt mitigation measures to eliminate unnecessary costs and project delays. Below is an overview of our typical scope of work for the requested services; this scope will be refined with each assigned project and is provided only to demonstrate an understanding of the right of way acquisition and relocation process.

### Project Coordination and Management

1. **Meetings.** Attend meetings with the City and their design team, including the initial kick-off meeting. Meeting minutes, agendas and reports are provided when directed by the City's project manager.
2. **Status Reports.** Provide and maintain title, appraisal, acquisition and relocation database/status reports for all project personnel to access.
3. **Subconsultant Management.** Provide management and coordination of services for all subconsultants.
4. **Escrow Coordination.** Provide coordination services with the escrow company, including ordering preliminary title reports, opening escrows and facilitating escrows for the acquired property.
5. **Scheduling.** Prepare and provide the City with project schedules, as needed.
6. **Quality Assurance/Quality Control Management.** Provide quality control management for all areas of the project, including coordinating efforts with the City to ensure a compliant project.
7. **Data Management.** We will use QuickBase as a project management tool for tracking project-related tasks and milestones, as well as customized dashboards for monitoring individual performance efficiency, timelines and cost containment strategies. Our reports are tailored to each client's specifications to provide the critical information necessary for management decisions.
8. **Project Close-Out.** Provide the services required to finalize and close out the project according to the Uniform Act, as amended, FHWA regulations and California law.

### Title Services

1. **Preliminary Title Reports.** Issue preliminary title reports (PTR) with supporting documents for all parcels. Title reports produced for each parcel will, at a minimum, establish legal owners and all valid liens, encumbrances and easements of record.
2. **PTR Review.** CPSI's qualified staff reviews the PTRs to inspect each report for accuracy of the stated ownership, Assessor Parcel Numbers and other pertinent information. Additionally, the listed liens, encumbrances, mortgages, etc., are analyzed to determine if consents/subordinations are required to clear title.

### Primary Appraisal Procedure/Scope of Work

The purpose of the appraisal will be to determine the fair market value (just compensation) of the partial acquisitions, inclusive of the temporary construction easements (TCEs) and the full-fee acquisition of the car wash parcel.

The appraisal reports will be prepared in accordance with all applicable regulations and standards, including: The Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49 CFR Part 24), as amended (Uniform Act), the Caltrans Right of Way Manual, and any other supplemental standards required under the scope of work. A current date of value will be employed.

1. **Distribute Appraisal Assignments.** Facilitate the distribution of appraisal assignments, including appraisal review reports and ensure clarification of scope of the project.
2. **Coordinate Meetings.** Hold meetings with the selected appraiser and review appraiser to review and discuss the project scope, requirements for the appraisal reports and reviews, as well as the type of reports required and the required written notice of inspection to the owner.
3. **Issue a Notice of Decision to Appraise letter.** The notice will include Title VI information will be sent to the property owner via U.S. mail and certified mail. At a minimum, notices will be sent to the owner's mailing address as shown with the County Assessor's office.
4. **Conduct appraisal inspection.** An appraisal inspection will be conducted to become familiar with the physical and functional characteristics of the larger parcel, as well as to distinguish the influence of the immediate physical environment.
5. **Determine highest and best use.** Just compensation) for the full and partial acquisitions will be as set forth in the California Code of Civil Procedure, Part 3, Title 7, Chapter 9, Sections 1263.320 through 1263.430, as appropriate for eminent domain purposes.
6. **Valuation Approach.** It is anticipated that the valuation analysis will be completed by employing the following three approaches to valuation: Sales Comparison, Income and Cost. If one type of valuation is not utilized, an explanation will be included in the final report.
7. **Appraisal Report.** A complete narrative appraisal report will be prepared for each property, and will include exhibits and photographs of the larger parcel. The appraisal will be prepared in accordance with USPAP. The formal Appraisal Reports will be prepared and delivered in triplicate, plus a PDF copy, following the delivery and approval of draft reports. The appraiser will also prepare Appraisal Summary Statements.
8. **Just Compensation.** Upon completion of the appraisal, the appraiser will complete a Summary of Just Compensation report to establish the highest and best use valuation.

#### FF&E Appraisal (optional item)

If fixtures and equipment appraisal services are necessary, our subconsultant, will perform the necessary research, investigation and analysis to provide written appraisal reports in compliance with the standards of USPAP. FF&E appraisal services include the following steps:

1. **Preparation of Inventory.** Prepare a complete inventory of the assets at the subject business location. This inventory includes a description of the assets as well as observation of their age, condition and method of installation, if any.
2. **Documentation Review.** Review any documentation pertaining to the assets provided by the business' owner or manager, such as invoices, depreciation schedules and construction contracts.
3. **Interviews.** Interview the business owner and/or managers.
4. **Marketplace Research.** Research the marketplace for each of the assets identified on site. Such research includes reference to a variety of publications, as well as discussions with individuals knowledgeable about the market for the assets.
5. **Appraisal Coordination.** Coordinate with other appraisers to avoid duplication of compensation.
6. **Apply Valuation Methods.** Apply valuation methods, including the market approach and cost approach to the subject asset.
7. **Prepare Appraisal Report.** Prepare the appraisal report, segregating the improvement pertaining to the realty and movable personal property, for submission in a Restricted Report format.



#### Appraisal Review (Federally Funded or Caltrans-Related Projects)

The review appraiser is required to address a number of specific items pertaining to the report under review including the completeness of the report, adequacy and relevance of the data, propriety of the adjustments, form an opinion as to the appropriateness of the appraisal methods and techniques used to complete the appraisal, form an opinion as to whether or not the analyses, opinions, and conclusions are appropriate and reasonable or develop reasons for the disagreements, if any. In addition to USPAP, eminent domain projects with federal and state funding require compliance with various additional regulations and guidelines. All appraisal review assignments will comply with Standard Rule 3 of USPAP.

The scope of work for an appraisal review will include the following steps:

1. Identify the appraiser(s) that conducted the appraisal;
2. Become familiar with the subject property and review legal descriptions and plat maps, title reports, environmental reports, and other documents, as applicable;
3. Become familiar with the subject neighborhood and the comparable properties used in the various analyses;
4. Check all mathematical calculations made by the appraiser(s);
5. Cross-reference narrative descriptions within the report with photographs, maps, and other exhibits (when included in the work under review);
6. Review the weighting assigned to the approaches to value used in the appraisal;
7. Determine if accepted appraisal principles, techniques, and standards were followed in arriving at property value in accordance with USPAP, California law, and Caltrans, FHWA, and FTA regulations, when applicable;
8. Ensure that the appraiser(s) did not overlook any feature that would materially affect the property value;
9. Develop an opinion as to the completeness of the material under review, given the review appraiser's scope of work;
10. Develop an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data, given the review appraiser's scope of work;
11. Develop an opinion as to appropriateness of the appraisal methods and techniques used, given the review appraiser's scope of work, and developed reasons for any disagreement;
12. Develop an opinion as to whether the analyses, opinions, and conclusions are appropriate and reasonable, and developed the reasons for any disagreement; and
13. Form an opinion as to whether the appraisal can be used to establish fair market value for the subject larger parcel and make a recommendation as to whether the appraisers' estimate of fair market value should be used as just compensation for the proposed acquisition

#### Acquisition Services (Includes Settlements and Closings)

1. **Review Plans.** Review project plans to become familiar with the project and its impact on the various properties.
2. **Verify Conformance.** Verify that any legal descriptions, right of way plans, surveys and appraisals correspond and are accurate.
3. **Offer Letter.** Prepare and present the written offer letter to the property owner, along with the appraisal summary of value, purchase agreement, deeds, escrow instructions, brochure and agent's business card upon the initiation of negotiations, after review and approval by the City's representative. Submit all legal documents for the City's legal counsel to review when language is added, deleted or revised.
4. **Acquisition and Negotiation.** Conduct negotiations for the acquisition of each parcel in accordance with all federal and state policies and procedures, including making the initial purchase offer in person when the owner resides in the project area, if possible. Offers to out-of-area owners will be mailed with a Certified Return Receipt.

5. **Administrative Settlement Recommendations.** Provide City with a written recommendation and support documentation for all counter offers and proposed settlement terms for review and approval or disapproval.
6. **Open and Monitor Escrows.** Coordinate with the selected title company and open escrows on all purchases. CPSI monitors escrows, reviews all escrow documents, requests funds and ensuring that the City receives title insurance policies in the amount of the purchase cost of the land/improvements, and clears title to all properties acquired.
7. **City and Owner Liaison.** Provide liaison duties between the City and property owners.
8. **Contact Documentation.** Thoroughly document all contacts with property owners and/or their representatives, indicating attendees, time and place of meetings. Documentation includes thorough diaries and copies of all correspondence and emails. Diaries are updated immediately after each contact, if possible, and housed in the permanent acquisition file.
9. **Parcel Files.** Establish and maintain an accurate and complete working file for each parcel in a professional and standard format. Additionally, all pertinent project files are maintained in electronic formats and provided to the City at completion of the project.
10. **Meetings.** Attend any required or additional meetings, as deemed necessary by the City to communicate progress and discuss project issues.
11. **Close-Out Acquisition File.** Complete a final quality assurance/quality control review on the file for close-out, provide final status reports to the City and deliver final files to the City upon completion of the project. Additionally, the City will receive a flash drive with all pertinent project data stored in systematically organized project folders.

#### Business Relocation Assistance (Optional Services)

It does not appear that the project impacts will result in any residential or business displacements. Since the specific alignment has not been determined, we are including as an optional item, business relocation services, in-case the final design impact personal property that would require relocation services.

1. **Conduct Displacee Interviews.** Personally meet with the business owner and interview him/her to complete the Displacee Needs Questionnaire, assess the business needs, relocation schedule, number of employees and the owner's proposed plans. We will provide ongoing advisory assistance throughout the project.
2. **Determine Eligibility.** Determine potential eligibility for moving payments by reviewing eligibility criteria and case data.
3. **Present Letter of Entitlements.** Contact the displacee and present the letter of possible entitlements, a relocation brochure and business card. We will provide a detailed explanation of the Relocation Assistance Program (RAP) benefits.
4. **Prepare Property Inventory.** Coordinate the preparation of a certified personal property inventory.
5. **Verify Improvements.** Verify improvements to realty and coordinate with the displacee, property owner, City, and other project stakeholders, to ensure that no real property is included in said inventory.
6. **Determine Displacee Needs.** Identify the displacee's needs, desires and concerns in a detailed work plan. Work with the displacee and City representative to solve identified problems.
7. **Update Contact Diary.** Summarize all interviews, contacts and contact attempts in the diary for official record.
8. **Assistance with Locating Replacement Sites.** Provide assistance in locating a suitable replacement site by collaborating with real estate agents, county or city officials, federal and state agencies for environmental, planning and zoning considerations, and private or government sponsored lenders for financial backing. Verify all data and confirm proper zoning requirements. If a Conditional Use Permit is required, check with the proper

- department to ensure the necessary timeframe for process and probability. Preview the property and take photos to provide to the displacee, and place in the file.
9. **Gather Bids for Commercial Moves.** Assist the displacee in obtaining at least two bids for commercial moves and coordinate move efforts with the displacee and the City to ensure compliance with all RAP processes and accounting procedures.
  10. **Move Preparation.** Prepare move instructions for both bid and actual moving criteria and monitor the move to determine that all items are moved that should be moved and that no items are moved that were purchased during the acquisition of the property.
  11. **Determine Direct Loss Payment.** Determine eligibility, if any, for direct loss payment and compute amount of payment.
  12. **Determine Re-Establishment Expenses.** Determine what expenses are necessary and eligible as re-establishment expenses.
  13. **Determine Reasonable Search Expenses.** Determine eligibility for actual reasonable search expenses and collect appropriate documentation to support any submitted claims.
  14. **Determine In-Lieu Business Payment.** If the displacee chooses, determine eligibility for in-lieu business payment, utilizing IRS tax returns and/or certified financial statements (note that the criteria is different for not-for-profit businesses).
  15. **Goodwill Appraiser Coordination.** If business goodwill becomes an issue, CPSI will analyze and advise the City if an appraisal, or letter of exposure (stating a possible range of goodwill values for a particular type of business), is required. This report or valuation will be used to settle any compensation owed to the company not covered by other relocation payments. A goodwill payment should be accompanied by an agreement wherein the business owner waives all other claims to future goodwill.
  16. **Monitor the Move.** Monitor the move, obtain keys and provide a final walk-through inspection of the property to ensure all personal property has been removed. Obtain a Certificate of Abandonment from the displacee to release any interest in the structure, improvements to realty or personalty that was not relocated.
  17. **Submit Completed Relocation Files.** Maintain and submit completed relocation files for the displacee, including a comprehensive diary so that reader will be informed of displacee needs, eligibility and entitlements.
  18. **Database Maintenance.** Maintain a customized CPSI program tracking database with all pertinent RAP details, dates and entitlement amounts.
  19. **Provide Updates.** Provide the City with weekly status reports, or as required, generated from the database.
  20. **File Close-Out.** Collect final supporting documentation, prepare final claim forms, prepare certification and close the file. Closed paper and electronic files will be delivered to the City for audit purposes.

#### Loss of Business Goodwill Appraisal (Optional Services)

If loss of business goodwill appraisal services is necessary, we have provided a general scope of work below.

1. **Project Meetings.** Meet with right of way and project teams to gain an understanding of the project and potential impacts of the acquisition on the business entity.
2. **Complete an Inspection.** Inspect the business facility.
3. **Conduct Interviews.** Interview the business owner to determine a history of operations and the relocation needs.
4. **Financial Document Review.** Review the business's historical financial statements, tax returns and lease agreements.
5. **Appraisal Report Review.** Review all parcel appraisal reports and coordinate with real estate and fixtures and equipment appraisers to avoid duplication of compensation.
6. **Stakeholder Coordination.** Coordinate with agency staff and legal counsel to discuss strategy and approach.

7. **Relocation Agent Coordination.** Coordinate with relocation agents to determine relocation options and feasibility of relocation.
8. **Complete Market Research.** Perform market research to determine the business's marketability and external influences.
9. **Use Valuation Methodology.** Implement valuation methodology, including market-based and income approaches, to determine the business's goodwill value in the before condition.
10. **Replacement Site Inspection.** Inspect potential or actual relocation sites.
11. **Documentation Review.** Review all relevant and available documentation from the relocation site, including lease, financial statements and capital expenditures.
12. **Determine Loss of Goodwill.** Implement valuation methodology to determine the loss of goodwill suffered by the business, including giving consideration to betterment, if any.
13. **Prepare Appraisal Report.** Prepare a restricted appraisal report, inclusive of a parcel diary, if required.

#### Utility Coordination and Relocation

CPSI will coordinate the identification and disposition of utilities and work closely with the City and the design team to avoid conflicts. We will review the utility owners' documents, and pertinent regulations, regarding utility rights, as they relate to the project. Our team will submit preliminary and final utility base maps and database reports which will identify potential conflicts. It is assumed that conflicts will be reviewed with the design team and avoided; however, if unavoidable, CPSI will coordinate the relocation process.

The utility investigation process includes:

- Determining utilities within construction area by field review and records search;
- Preparing the verification request/claim letter with a copy of the design plans;
- Requesting and obtaining as-built plans and existing right of way documents;
- Performing a positive identification of underground facilities, as applicable; obtaining all permits and traffic control measures in conformance with the Manual of Uniform Traffic Control;
- Preparing the utility data base and utility base map; submitting to the design team to determine conflicts;
- Preparing the Report of Investigation and reviewing prior rights claims to determine liability for utility relocations and costs;
- If conflicts are unavoidable, obtaining a relocation plan from the utility owner and obtaining approval from the design team;
- Reviewing U-Sheets to confirm that existing and proposed utility facilities have been identified
- Preparing and delivering a Notice to Owner to relocate, if the conflict cannot be resolved by the design team;
- Obtaining a relocation plan and cost estimate from each utility owner in conflict;
- Obtaining approval of relocation plans from the design engineer;
- If needed, preparing Exhibit 3-C of the Caltrans Local Assistance Procedures Manual for authorization to proceed with utility relocation;
- Preparing the utility agreement, as required;
- Coordinating permits and replacement rights prior to utility relocation;
- Inspecting and confirming the relocated utilities report; and
- Obtaining and submitting final as-builts for approval and acceptance by the project engineer and the City.

Survey data and documentation will be compiled to create a Utility Conflict Matrix and Base Map. CPSI will work with the design team to determine if a utility must be relocated or is clear for construction, meeting all minimum clearance requirements. This conflict matrix is used for our formal utility quality control process.

As required, CPSI will provide coordination during construction to monitor relocations, to ensure schedule adherence. A utility file will be prepared and maintained for each impacted facility. Utility files will contain the following documents:

- Signed copies of all documents and agreements, including amendments, final relocation plans and approvals;
- Signed copies of invoices and payments, including the reconciliation and accounting;
- Proof that all credits from utility owners have been received;
- Diary notes from the resident engineer approving the relocation in the field;
- Signed copies of as-builts from utility owners, permits and/or replacement rights;
- Base map showing the location of replacement rights; and
- A letter from the applicable parties, accepting relocation conditions, if needed.

Utility coordination activities will run concurrently with plans, specifications and cost estimates (PS&E) preparation and prior to other right of way delivery activities. CPSI will obtain all available documents, determine status, and share information and documents with all project stakeholders.

Assumptions: Based on the anticipated design, we do not see any significant impacts to the businesses that would require FF&E appraisals, loss of goodwill appraisals or relocation services. We included the scope of services for these services as an optional item, in-case the design is modified

# PENNSYLVANIA AVENUE WIDENING

## FEE PROPOSAL

### FEE BREAKDOWN: PENNSYLVANIA AVENUE WIDENING

PARCEL (APN)	ACQUISITION TYPE	TITLE	ACQUISITION	APPRAISAL	APPRAISAL REVIEW	
418-123-017	Partial/TCE	\$550	\$3,500	\$3,000	\$1,700	
418-123-015	Partial/TCE	\$550	\$3,500	\$5,000	\$1,700	
ONE OWNER	418-122-021	Partial/TCE	\$650	\$3,000	\$2,500	\$900
	418-160-006	Partial/TCE				
418-360-009	Partial/TCE	\$550	\$3,500	\$3,000	\$1,700	
418-122-028	Partial/TCE	\$550	\$3,500	\$2,500	\$900	
418-360-003	Partial/TCE	\$550	\$3,500	\$2,500	\$900	
418-240-009	Partial/TCE	\$550	\$3,500	\$2,500	\$900	
ONE OWNER	418-250-006	Partial/TCE	\$650	\$4,000	\$2,500	\$900
	418-250-008	Partial/TCE				
418-240-011	Partial/TCE	\$550	\$3,500	\$2,500	\$900	
418-250-009	Partial/TCE	\$550	\$3,500	\$2,500	\$900	
ONE OWNER	418-123-003	For Funding Separation Only	\$100	\$2,000	\$1,000	\$600
	418-123-011	For Funding Separation Only				
Caltrans	Encroachment Permit/ Partial Acquisition	N/A	\$4,000	\$2,500	\$900	
UPRR	Encroachment Permit	\$900	\$4,000	\$2,500	\$900	
<b>SUBTOTAL</b>	<b>-</b>	<b>\$6,700</b>	<b>\$45,000</b>	<b>\$34,500</b>	<b>\$13,800</b>	
TOTAL PER SERVICE						
Project Management (some overlap with the interchange)			\$140/hour	40 hours	\$5,600	
Title			-	-	\$6,700	
Acquisition			-	-	\$45,000	
Appraisal			-	-	\$34,500	
Appraisal Review			-	-	\$13,800	
Escrow Coordination			\$300/owner	12 owners	\$3,600	
Utility Management			\$125/hour	28 hours	\$3,500	
Utility Coordination (assumes five utilities)			\$95/hour	140 hours	\$13,300	
Other Direct Costs (mileage, copies, etc.)			-	-	\$750	
<b>TOTAL NOT-TO-EXCEED FEE</b>					<b>\$126,750</b>	

## SCOPE OF SERVICES – PENNSYLVANIA AVENUE GRADE SEPARATION PROJECT

CPSI provides professional right of way services, including: project coordination and management; appraisal and appraisal review report coordination and attainment; preliminary title report review and coordination; acquisition services; terms negotiation; settlement procurement; escrow facilitation; and relocation assistance, as required.

The right of way manpower requirements for the Pennsylvania Avenue Grade Separation Project will be directly related to the right of way consultant's success on the widening and interchange projects. Without a thorough understanding and development of an interrelated scope of work on all three projects, the City will pay for duplicated efforts for acquiring right of way and consultant service fees. Duplicated efforts would also result if utility relocation issues for the grade separation are unaddressed during the widening project, requiring new notices, plans and specifications, causing additional costs and project delays. CPSI will implement a responsible approach to each project by considering the activities necessary for each project, identifying processes and procedures to streamline the process, reducing duplication of tasks and implementing an effective process for both the acquisition assignments and utility relocation. With these issues addressed early in the project management process, special attention will be paid to the most critical deliverables.

### *Projecting Right of Way Requirements*

Because the right of way process for the grade separation is several years away, during the development of the management plan for the widening and interchange projects, CPSI will address and implement strategies to prepare for the grade separation project. Implementing these steps will pay big dividends, especially relating to the remaining right of way needs for the grade separation project. By taking these proactive steps, CPSI may only need to acquire a slope easement and a temporary construction easement from four property owners, a Construction and Maintenance Agreement with the railroad, and an Encroachment Permit with Caltrans.

### *Union Pacific Railroad (UPRR)*

The UPRR application process, plan and specification development and negotiations that will result in a fully executed Construction and Maintenance Agreement will take approximately 18 months. Therefore, aggressive scheduling and monitoring deliverables are critical. Properly identifying and obtaining the necessary rights to build a temporary bridge and track early in the project planning stage will be an important step to staying on schedule. CPSI's managers have experience with very similar projects and understand the steps necessary to meet the deliverables in a timely manner. The anticipated scope of services are as follows:

1. **Meetings.** Attend meetings with the City and their design team, including the initial kick-off meeting. Meeting minutes, agendas and reports are provided when directed by the City's project manager.
2. **Status Reports.** Provide and maintain title, appraisal, acquisition and relocation database/status reports for all project personnel to access.
3. **Subconsultant Management.** Provide management and coordination of services for all subconsultants.
4. **Escrow Coordination.** Provide coordination services with the escrow company, including ordering preliminary title reports, opening escrows and facilitating escrows for the acquired property.
5. **Scheduling.** Prepare and provide the City with project schedules, as needed.
6. **Quality Assurance/Quality Control Management.** Provide quality control management for all areas of the project, including coordinating efforts with the City to ensure a compliant project.

7. **Data Management.** We will use QuickBase as a project management tool for tracking project-related tasks and milestones, as well as customized dashboards for monitoring individual performance efficiency, timelines and cost containment strategies. Our reports are tailored to each client's specifications to provide the critical information necessary for management decisions.
8. **Project Close-Out.** Provide the services required to finalize and close out the project according to the Uniform Act, as amended, FHWA regulations and California law.

#### Title Services

1. **Preliminary Title Reports.** Issue preliminary title reports (PTR) with supporting documents for all parcels. Title reports produced for each parcel will, at a minimum, establish legal owners and all valid liens, encumbrances and easements of record.
2. **PTR Review.** CPSI's qualified staff reviews the PTRs to inspect each report for accuracy of the stated ownership, Assessor Parcel Numbers and other pertinent information. Additionally, the listed liens, encumbrances, mortgages, etc., are analyzed to determine if consents/subordinations are required to clear title.

#### Primary Appraisal Procedure/Scope of Work

The purpose of the appraisal will be to determine the fair market value (just compensation) of the partial acquisitions, inclusive of the temporary construction easements (TCEs) and the full-fee acquisition of the car wash parcel.

The appraisal reports will be prepared in accordance with all applicable regulations and standards, including: The Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49 CFR Part 24), as amended (Uniform Act), the Caltrans Right of Way Manual, and any other supplemental standards required under the scope of work. A current date of value will be employed.

1. **Distribute Appraisal Assignments.** Facilitate the distribution of appraisal assignments, including appraisal review reports and ensure clarification of scope of the project.
2. **Coordinate Meetings.** Hold meetings with the selected appraiser and review appraiser to review and discuss the project scope, requirements for the appraisal reports and reviews, as well as the type of reports required and the required written notice of inspection to the owner.
3. **Issue a Notice of Decision to Appraise letter.** The notice will include Title VI information will be sent to the property owner via U.S. mail and certified mail. At a minimum, notices will be sent to the owner's mailing address as shown with the County Assessor's office.
4. **Conduct appraisal inspection.** An appraisal inspection will be conducted to become familiar with the physical and functional characteristics of the larger parcel, as well as to distinguish the influence of the immediate physical environment.
5. **Determine highest and best use.** Just compensation) for the full and partial acquisitions will be as set forth in the California Code of Civil Procedure, Part 3, Title 7, Chapter 9, Sections 1263.320 through 1263.430, as appropriate for eminent domain purposes.
6. **Valuation Approach.** It is anticipated that the valuation analysis will be completed by employing the following three approaches to valuation: Sales Comparison, Income and Cost. If one type of valuation is not utilized, an explanation will be included in the final report.
7. **Appraisal Report.** A complete narrative appraisal report will be prepared for each property, and will include exhibits and photographs of the larger parcel. The appraisal will be prepared in accordance with USPAP. The formal Appraisal Reports will be prepared and delivered in triplicate, plus a PDF copy, following the delivery and approval of draft reports. The appraiser will also prepare Appraisal Summary Statements.
8. **Just Compensation.** Upon completion of the appraisal, the appraiser will complete a Summary of Just Compensation report to establish the highest and best use valuation.



#### Appraisal Review (Federally Funded or Caltrans-Related Projects)

The review appraiser is required to address a number of specific items pertaining to the report under review including the completeness of the report, adequacy and relevance of the data, propriety of the adjustments, form an opinion as to the appropriateness of the appraisal methods and techniques used to complete the appraisal, form an opinion as to whether or not the analyses, opinions, and conclusions are appropriate and reasonable or develop reasons for the disagreements, if any. In addition to USPAP, eminent domain projects with federal and state funding require compliance with various additional regulations and guidelines. All appraisal review assignments will comply with Standard Rule 3 of USPAP.

The scope of work for an appraisal review will include the following steps:

1. Identify the appraiser(s) that conducted the appraisal;
2. Become familiar with the subject property and review legal descriptions and plat maps, title reports, environmental reports, and other documents, as applicable;
3. Become familiar with the subject neighborhood and the comparable properties used in the various analyses;
4. Check all mathematical calculations made by the appraiser(s);
5. Cross-reference narrative descriptions within the report with photographs, maps, and other exhibits (when included in the work under review);
6. Review the weighting assigned to the approaches to value used in the appraisal;
7. Determine if accepted appraisal principles, techniques, and standards were followed in arriving at property value in accordance with USPAP, California law, and Caltrans, FHWA, and FTA regulations, when applicable;
8. Ensure that the appraiser(s) did not overlook any feature that would materially affect the property value;
9. Develop an opinion as to the completeness of the material under review, given the review appraiser's scope of work;
10. Develop an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data, given the review appraiser's scope of work;
11. Develop an opinion as to appropriateness of the appraisal methods and techniques used, given the review appraiser's scope of work, and developed reasons for any disagreement;
12. Develop an opinion as to whether the analyses, opinions, and conclusions are appropriate and reasonable, and developed the reasons for any disagreement; and
13. Form an opinion as to whether the appraisal can be used to establish fair market value for the subject larger parcel and make a recommendation as to whether the appraisers' estimate of fair market value should be used as just compensation for the proposed acquisition

#### Acquisition Services (includes Settlements and Closings)

1. **Review Plans.** Review project plans to become familiar with the project and its impact on the various properties.
2. **Verify Conformance.** Verify that any legal descriptions, right of way plans, surveys and appraisals correspond and are accurate.
3. **Offer Letter.** Prepare and present the written offer letter to the property owner, along with the appraisal summary of value, purchase agreement, deeds, escrow instructions, brochure and agent's business card upon the initiation of negotiations, after review and approval by the City's representative. Submit all legal documents for the City's legal counsel to review when language is added, deleted or revised.
4. **Acquisition and Negotiation.** Conduct negotiations for the acquisition of each parcel in accordance with all federal and state policies and procedures, including making the initial purchase offer in person when the owner resides in the project area, if possible. Offers to out-of-area owners will be mailed with a Certified Return Receipt.

5. **Administrative Settlement Recommendations.** Provide City with a written recommendation and support documentation for all counter offers and proposed settlement terms for review and approval or disapproval.
6. **Open and Monitor Escrows.** Coordinate with the selected title company and open escrows on all purchases. CPSI monitors escrows, reviews all escrow documents, requests funds and ensuring that the City receives title insurance policies in the amount of the purchase cost of the land/improvements, and clears title to all properties acquired.
7. **City and Owner Liaison.** Provide liaison duties between the City and property owners.
8. **Contact Documentation.** Thoroughly document all contacts with property owners and/or their representatives, indicating attendees, time and place of meetings. Documentation includes thorough diaries and copies of all correspondence and emails. Diaries are updated immediately after each contact, if possible, and housed in the permanent acquisition file.
9. **Parcel Files.** Establish and maintain an accurate and complete working file for each parcel in a professional and standard format. Additionally, all pertinent project files are maintained in electronic formats and provided to the City at completion of the project.
10. **Meetings.** Attend any required or additional meetings, as deemed necessary by the City to communicate progress and discuss project issues.
11. **Close-Out Acquisition File.** Complete a final quality assurance/quality control review on the file for close-out, provide final status reports to the City and deliver final files to the City upon completion of the project. Additionally, the City will receive a flash drive with all pertinent project data stored in systematically organized project folders.

#### Right of Way Certification (Caltrans)

CPSI will coordinate with the City and Caltrans to prepare the Right of Way Certification, as required by Chapter 13, Section 13.10 of the Caltrans Local Assistance Procedures Manual. Our process includes the following:

1. **Coordination.** Coordinate with Caltrans Local Assistance or Local Programs to ensure that project requirements are underway. This includes ensuring that the City has completed all necessary documents to begin the certification process, (e.g., the E-76 application for Construction/Right of Way).
2. **Assembly.** Assemble the Right of Way Certification (1, 2, 3 or 3W) binder with all appropriate documentation to be provided by the City, including documentation showing possession of the necessary right of way, utility notices and agreements, relocation plans and costs, and necessary environmental clearance support.
3. **Drafting.** Draft the Right of Way Certification form segmenting the different project land rights acquired along with any Relocation Assistance Program documentation, as applicable, supporting the proper handling of displacees.
4. **Delivery.** Package and deliver a hard copy of the certification directly to Caltrans District Office and provide an electronic copy to the City.
5. **Revisions.** CPSI will coordinate revisions between Caltrans and the City, as necessary, and work with the client to ensure that all schedules of right of way certifications are met before the project proceeds to construction.

#### Utility Coordination and Relocation

CPSI will coordinate the identification and disposition of utilities and work closely with the City and the design team to avoid conflicts. We will review the utility owners' documents, and pertinent regulations, regarding utility rights, as they relate to the project. Our team will submit preliminary and final utility base maps and database reports which will identify potential conflicts. It is assumed that conflicts will be reviewed with the design team and avoided; however, if unavoidable, CPSI will coordinate the relocation process.

The utility investigation process includes:

- Determining utilities within construction area by field review and records search;
- Preparing the verification request/claim letter with a copy of the design plans;

- Requesting and obtaining as-built plans and existing right of way documents;
- Performing a positive identification of underground facilities, as applicable; obtaining all permits and traffic control measures in conformance with the Manual of Uniform Traffic Control;
- Preparing the utility data base and utility base map; submitting to the design team to determine conflicts;
- Preparing the Report of Investigation and reviewing prior rights claims to determine liability for utility relocations and costs;
- If conflicts are unavoidable, obtaining a relocation plan from the utility owner and obtaining approval from the design team;
- Reviewing U-Sheets to confirm that existing and proposed utility facilities have been identified
- Preparing and delivering a Notice to Owner to relocate, if the conflict cannot be resolved by the design team;
- Obtaining a relocation plan and cost estimate from each utility owner in conflict;
- Obtaining approval of relocation plans from the design engineer;
- If needed, preparing Exhibit 3-C of the Caltrans Local Assistance Procedures Manual for authorization to proceed with utility relocation;
- Preparing the utility agreement, as required;
- Coordinating permits and replacement rights prior to utility relocation;
- Inspecting and confirming the relocated utilities report; and
- Obtaining and submitting final as-builts for approval and acceptance by the project engineer and the City.

Survey data and documentation will be compiled to create a Utility Conflict Matrix and Base Map. CPSI will work with the design team to determine if a utility must be relocated or is clear for construction, meeting all minimum clearance requirements. This conflict matrix is used for our formal utility quality control process.

As required, CPSI will provide coordination during construction to monitor relocations, to ensure schedule adherence. A utility file will be prepared and maintained for each impacted facility. Utility files will contain the following documents:

- Signed copies of all documents and agreements, including amendments, final relocation plans and approvals;
- Signed copies of invoices and payments, including the reconciliation and accounting;
- Proof that all credits from utility owners have been received;
- Diary notes from the resident engineer approving the relocation in the field;
- Signed copies of as-builts from utility owners, permits and/or replacement rights;
- Base map showing the location of replacement rights; and
- A letter from the applicable parties, accepting relocation conditions, if needed.

Utility coordination activities will run concurrently with plans, specifications and cost estimates (PS&E) preparation and prior to other right of way delivery activities. CPSI will obtain all available documents, determine status, and share information and documents with all project stakeholders.

# PENNSYLVANIA AVENUE GRADE SEPARATION

## FEE PROPOSAL

FEE BREAKDOWN: PENNSYLVANIA AVENUE GRADE SEPARATION						
ONE OWNER	PARCEL (APN)	ACQUISITION TYPE	TITLE	ACQUISITION	APPRAISAL	APPRAISAL REVIEW
ONE OWNER	418-122-021	Partial/Slope Easement	\$550	\$4,000	\$3,500	\$900
	418-160-006	Partial/Slope Easement				
	418-360-009	Partial/Slope Easement	\$550	\$3,750	\$3,500	\$1,700
	418-360-003	Partial/Slope Easement	\$550	\$3,750	\$3,500	\$900
	UPRR	Construction/Maintenance Agreement with railroad	\$1,800	\$4,000	\$4,000	\$1,100
	Caltrans	Encroachment Permit	N/A	\$4,000	\$2,500	\$900
	<b>SUBTOTAL</b>	-	<b>\$3,450</b>	<b>\$19,500</b>	<b>\$17,000</b>	<b>\$5,500</b>
TOTAL PER SERVICE						
	Project Management			\$140/hour	100 hours	\$14,000
	Title			-	-	\$3,450
	Acquisition			-	-	\$19,500
	Appraisal			-	-	\$17,000
	Appraisal Review			-	-	\$5,500
	Escrow Coordination			\$300/owner	Five owners	\$1,500
	Right of Way Certification			\$95/hour	40 hours	\$3,800
	Utility Management (completed with the widening project)			-	-	\$0
	Utility Coordination (completed with the widening project)			-	-	\$0
	Other Direct Costs (mileage, copies, etc.)			-	-	\$500
				<b>TOTAL NOT-TO-EXCEED FEE</b>		<b>\$65,250</b>

## Staff Report

TO: Mayor and City Council Members

FROM: Kristine Day, Assistant City Manager

DATE: January 2, 2019

SUBJECT: City Council Approval of Change Order 1 for the Wastewater Treatment Plant Upgrade/Expansion Project for Changes to the Membrane Bioreactor (MBR) System in an Amount Not to Exceed \$150,000

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**Background and Analysis:**

In March of 2017, the City pre-bid the membrane bioreactor (MBR) and reverse osmosis (RO) equipment for the Plant Upgrade/Expansion Project. Five bids were received and Fibracast was selected based upon the following criteria.

- Lower capital cost (\$500,000)
- Smaller footprint
- Lower operating costs due to lower air scour requirements
- Five year cliff warranty and five year prorated warranty
- Overall performance guarantee

Wastewater design included the specifications for MBR and RO equipment provided by Fibracast. These plans were put out to bid in August 2018. In November 2018, the City's design team was approached by Fibracast with potential changes to the MBR system that would enhance the performance. The enhancements are based upon experience that Fibracast has gained at other installations and represent Fibracast's new design standards. The design team has been working closely with Fibracast and W.M. Lyles (Plant Contractor) to determine the impact of the changes. The potential changes include the following:

1. **Permeate Valves** - Changing the permeate valves from electric actuators to pneumatic actuators. This change will allow the valves to operate more efficiently and will improve the membrane cleaning cycle. Fibracast has agreed to furnish the air compressor required to make this change. The City will be required to install the air compressor and airlines. The estimated cost for this change is not to exceed \$40,000.
2. **Directed Duct Design** - Fibracast has observed in other installations that modify the manner in which the flow is directed through the MBR system improves the flow distribution, and reduces the cleaning frequency. This change requires that the MBR tanks be 14-inches deeper than originally designed. In connection with the directed

duct design, Fibracast recommends installing fine bubble aeration for the air scour system. Fine bubble aeration will improve the cleaning of the membranes as well as reduce the overall aeration requirement. Changing to the directed duct design allows the return activated sludge (RAS) pumping to be reduced which will lower pumping costs. Fibracast will supply the fine bubble aeration equipment at no cost and the City will be required to pay for the deepening of the tanks. The estimated cost for this change is not to exceed \$75,000.

3. **MBR Cassette Change** – The MBR cassettes, as originally designed, were stated to weigh about 8,000 pounds therefore, a 5-ton crane system was included with the project. Fibracast has observed in other installations that the total weight of those cassettes can exceed 10,000 pounds when covered with sludge and fully saturated. As a result, Fibracast is recommending to switch to half size cassettes so that there are no changes required to the bridge crane system. Fibracast will provide the smaller cassettes at no additional cost. The cassette changes, directed duct design, and fine bubble aeration system allow the system to be packed more tightly, which creates space for a future cassette (expandability). In order to incorporate these changes, the aeration and permeate header piping needs to be longer, four outlets installed, and two additional valves per train. The estimated cost for this change is not to exceed \$35,000.

In addition to providing the air compressor, pneumatic valves, ducting materials, fine bubble diffusers, and additional membrane cassettes, Fibracast is offering to provide a 10-year annual service contract and a remote monitoring service at no additional cost to the City if these changes are made. Fibracast is also offering to extend the membrane replacement warranty from a 5-year cliff with additional 5-years prorated to a full 10-year cliff warranty. Fibracast has sent a letter (Attachment A) to the City stating their position that the original design will work as intended and that they will stand behind all performance guarantees.

City staff and the design team recommend making these changes to provide the City with the most current operational system which will increase operational efficiency, reduce operation costs, and maximize space for future expandability. All new Fibracast designs will be based upon the system configuration contemplated in these changes. Furthermore, Webb and Associates, Inc., the City's design engineer, will make all necessary design modifications at no additional cost to the City.

#### **Fiscal Impact:**

The project accounting below represents the status of funds should the change order be approved by the City Council. A contingency balance of \$3,850,000 would remain should City Council approve this item.

<b>WWTP</b>	<b>Budget Amount</b>	<b>Contractual Obligations</b>	<b>Actual</b>	<b>Remaining</b>
Design	\$2,709,798.23	\$2,657,198.23	\$2,451,182.69	\$258,615.54
Construction Management	\$5,308,585.72	\$5,068,929.62	\$328,781.94	\$4,979,803.78
Equipment	\$252,906.00	\$252,906.00	\$60,335.00	\$192,571.00
Permits	\$324,776.76	\$124,776.76	\$4,776.76	\$320,000.00
Construction	\$53,910,737.00	\$53,710,737.00	\$0	\$53,910,737.00
Contingency	\$4,000,000.00	\$150,000	\$150,000	\$3,850,000.00
<b>Total</b>	<b>\$66,506,803.71</b>	<b>\$61,814,547.61</b>	<b>\$2,845,076.39</b>	<b>\$63,661,727.32</b>

Finance Director Review: \_\_\_\_\_

**Recommendation:**

Authorize the City Manager to execute Change Order 1 for the Wastewater Treatment Plant Upgrade/Expansion Project for changes to the MBR System in an amount not to exceed \$150,000 and 21 days of additional contract time.

City Manager Review:  \_\_\_\_\_

**Attachments:**

- A. Letter from Fibracast

# Exhibit A





December 18, 2018

Ms. Kristine Day  
Assistant City Manager - Beaumont  
550 East Sixth St.  
Beaumont, CA 92223

RE: Potential Enhancements to City of Beaumont's MBR System

Dear Ms. Day

Over the past two months our engineering team has been meeting with the City's design engineers for the Wastewater Treatment Plant Upgrade Project to discuss and review potential enhancements to the City's treatment system. These potential changes have been proposed by our engineers as a result of Fibracast's continuous product improvement. The proposed changes would give the City a system that would be consistent with Fibracast's current design standards.

However, by this letter, I would like to reassure you that except for the air actuated valve, none of these changes are required for the plant to meet its design parameters and operational performance. Without any of the proposed changes, the plant will still meet design performance and will still be fully guaranteed by Fibracast.

The process modifications that have been proposed by our engineering team include:

1. Changing the permeate header valves from electrical actuators to pneumatic actuators, which requires adding an air compressor and air lines. This allows for faster actuation and improved membrane cleaning. Fibracast will supply the air compressor at no additional cost to the City.
2. Changing how the influent flow enters the treatment train to ensure even distribution across all the membranes. This change requires the membrane tanks to be 14-inches deeper than originally designed. In addition to improving the flow characteristics, this will reduce the RAS recycle flowrate, which will in turn reduce operating costs. We believe that the better distribution of the flow and solids across the cassettes will also reduce the cleaning frequency of the MBR membranes by an estimated 25%.
3. With the deeper tanks, the air scour system can be changed to fine bubble aeration rather than the currently supplied coarse bubble. It is expected that this change will reduce the air flow requirement by 50% and lower long-term operating costs. This will also improve the efficiency of the membrane cleaning and reduce the wear on the membranes.
4. Changing to smaller membrane cassettes allows us to utilize the building crane that is included in the original design rather than increasing the crane capacity from 5-tons to 10-tons. The smaller cassettes, deeper basins, and fine bubble aeration allow for the system to be packed more tightly, which creates additional space for an 8<sup>th</sup> cassette. This arrangement will allow to provide 20% flux contingency and future expandability if the City desires to purchase the 8<sup>th</sup> cassette at a later day. We estimate that if fully populated the City's MBR system could treat 20% to 40% more flow within the current tank volume.

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**Fibracast Ltd Western Office.**  
Po Box 0688, Rancho Santa Fe  
CA, USA, 92067  
(760) 846 2357



We understand that there will be additional costs to the City to implement these changes, but we believe that they will provide the City with the benefit of improved operational flexibility, reduced operating costs, and increased future expandability. The benefits will far outweigh the cost increase.

To ease the impact to the City, if the changes mentioned above are implemented, Fibracast is willing to include the 10-year service contract and extend the membrane replacement warranty from 5-years to 10-years at no additional cost. These were options in Fibracast's original proposal and represent a \$15,000/year (\$150,000) value to the City. The only thing that we ask of the City is that Fibracast needs to have remote SCADA access to monitor membrane performance and that the City allows Fibracast to use the Beaumont WWTP as a reference plant and bring visitors to the Plant on a periodic basis.

We look forward to a successful implementation of this project and a longstanding relationship with the City of Beaumont. If you have any questions regarding this information or need any additional technical details, please do not hesitate to contact me.

Sincerely

Diana Mourato Benedek, PhD



**Diana Mourato Benedek, PhD**  
CEO, Fibracast Limited

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HQ:525 Glover Road | Hannon, ON | LOR 1P0  
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Staff Report

TO: Mayor and City Council Members  
 FROM: Kristine Day, Assistant City Manager  
 DATE: January 2, 2019  
 SUBJECT: Wastewater Treatment Plant Expansion/Renovation and Brine Pipeline Installation Project Status Update

**Brine Pipeline Installation Project Updates:**

Reach 1

- Construction meetings began December 19, 2018 and will run weekly throughout the duration of the project.
- The contractor is finalizing lay down yards for materials the week of December 19, 2018.
- Pipe delivery and fusion will begin the week of December 31, 2018.
- Contractor will pot hole the construction route the week of December 19, 2018.
- Pipe installation will begin the second week in January.
- The three week look ahead schedule is included as an attachment to this report. (Attachment A)

Reach 2

- Construction meetings began December 19, 2018 and will run weekly throughout the duration of the project.
- The contractor is continuing to work on securing permits with various agencies.
- Potholing for this segment will begin after the holidays along with pipe procurement and delivery.
- The three week look ahead schedule is included as an attachment to this report. (Attachment B)

Approved Change Orders:

CO No.	Contractor	Description	Reason for Change	Amount
1 (Potrero CO 10)	Weka, Inc.	Brine Line Improvements (Pre-Authorized)	Addition of 12" Brine Line during construction	\$238,615.70

2 (Potrero CO 11)	Weka, Inc.	Brine Line Improvements (Remaining Work) (Force Account)	Addition of 12" Brine Line during Construction	\$324,043.15 Not to Exceed but direct to Force Account
3	Weka, Inc.	Brine Line Improvements Potrero Boulevard – 4 <sup>th</sup> Street	Addition of 12" Brine Line During Construction	\$646,482.65
4	Weka, Inc.	County of Riverside Encroachment Permit Credit	City paid fee for encroachment permit	(\$45,460.00)
<b>Brine Line Contingency</b>		<b>Budget Amount</b>	<b>Change Orders 1-4</b>	<b>Remaining</b>
		\$2,600,000.00	\$1,163,681.50	\$1,436,318.50

The costs to date for the brine pipeline permits are as follows:

<b>Agency</b>	<b>Description</b>	<b>Amount</b>
City of San Bernardino	Brine Line Encroachment Permit	\$682.50
Riverside County Tax Collection	Permit for Brine Line	\$2,000.00
Union Pacific Railroad (UPRR)	Encroachment Permit	\$97,655.00
San Bernardino Flood Control	Brine Line Encroachment Permit	\$6,000.00
City of Redlands	Plan Check Fees	\$2,500.00
City of Loma Linda	Plan Check Fee for Brine Line	\$13,000.00
SAWPA	Brine Line Encroachment Permit Deposit	\$5,000.00
County of San Bernardino	CEQA Environmental Filing Fee	\$50.00
Riverside County – Reimbursed by Weka	Permit for Brine Line – Supplemental Inspection Fee	\$45,460.00
California Department of Fish & Wildlife	1602 Permit	\$5,145.75
State Water Resources Control Board	401 WQC	\$1,500.00
U.S. Army Corps of Engineers	404 Permit	\$0.00
<b>Total</b>		<b>\$178,993.25</b>

The upcoming permit costs for the Brine Pipeline Installation Project are listed below. Staff has provided estimated costs for the permits as the amounts are being finalized.

<b>Agency</b>	<b>Description</b>	<b>Estimated Amount</b>
Various monitoring required by EIR	Paid hourly	\$250,000
City of Redlands	Encroachment Permit	< \$100,000
City of Loma Linda	Encroachment Permit	< \$100,000
City of San Bernardino	Encroachment Permit	TBD
Caltrans	Encroachment Permit	TBD
San Bernardino Flood Control	Encroachment Permit	TBD

The project accounting for the Brine Line Project is as follows:

<b>Brine Line</b>	<b>Budget Amount</b>	<b>Contractual Obligations</b>	<b>Actual</b>	<b>Remaining</b>
Design	\$2,082,357.37	\$1,932,357.37	\$1,693,513.57	\$388,843.80
Construction Management	\$3,436,471.38	\$3,308,638.53	\$93,450.47	\$3,343,020.91
Permit	\$508,240.25	\$458,240.25	\$178,993.25	\$329,247.00
Construction	\$31,884,226.35	\$31,834,226.35	\$247,800.00	\$31,636,426.35
Contingency	\$2,600,000.00	\$1,163,681.50	\$1,436,318.50	\$1,163,681.50
<b>Total</b>	<b>\$40,511,295.35</b>	<b>\$38,697,144.00</b>	<b>\$3,650,075.79</b>	<b>\$36,861,219.56</b>

**Wastewater Treatment Plant Expansion/Renovation Project:**

- Construction is underway with several tie ins completed and the excavation of basin 1. (Attachment C – progress pictures)
- Excavation is to continue through January for the MBR building and the aeration basins.
- City Council will consider a change order during this council meeting for the MBR system proposed by Fibracast for new technology. This will be a separate item.
- The three week look ahead schedule is attached for review. (Attachment D)

The project accounting for the project is as follows:

<b>WWTP</b>	<b>Budget Amount</b>	<b>Contractual Obligations</b>	<b>Actual</b>	<b>Remaining</b>
Design	\$2,709,798.23	\$2,657,198.23	\$2,451,182.69	\$258,615.54
Construction Management	\$5,308,585.72	\$5,068,929.62	\$328,781.94	\$4,979,803.78
Equipment	\$252,906.00	\$252,906.00	\$60,335.00	\$192,571.00
Permits	\$324,776.76	\$124,776.76	\$4,776.76	\$320,000.00
Construction	\$53,910,737.00	\$53,710,737.00	\$0	\$53,910,737.00
Contingency	\$4,000,000.00	\$0.00	\$0	\$4,000,000.00
<b>Total</b>	<b>\$66,506,803.71</b>	<b>\$61,814,547.61</b>	<b>\$2,845,076.39</b>	<b>\$63,661,727.32</b>

**Fiscal Impact:**

No additional fiscal impacts beyond the project budget.

Finance Director Review: \_\_\_\_\_

**Recommendation:**

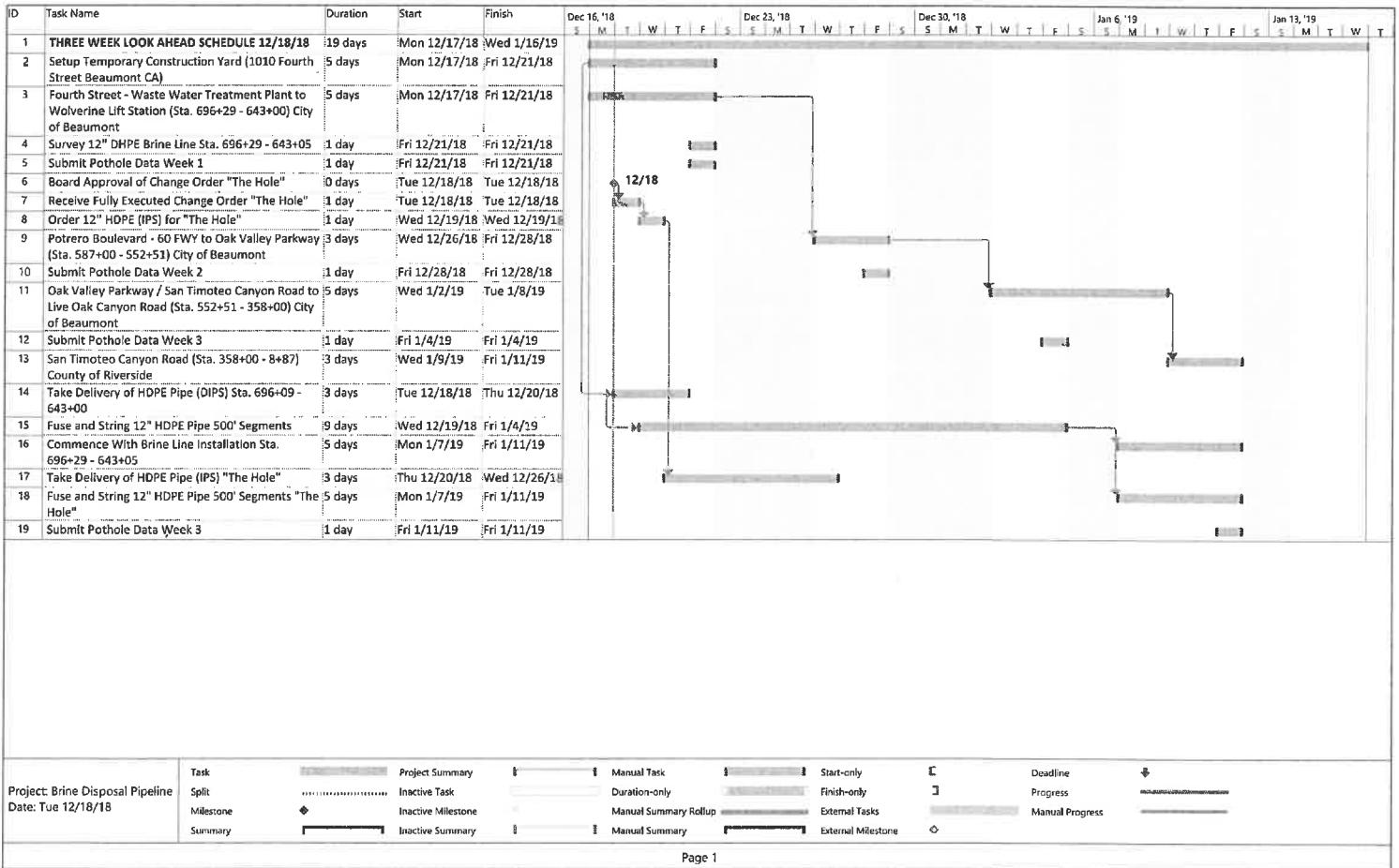
1. Receive and file the project updates.

City Manager Review:  \_\_\_\_\_

**Attachments:**

- A. Reach 1 – 3 week schedule
- B. Reach 2 – 3 week schedule
- C. Construction photos from the WWTP
- D. WWTP – 3 week schedule

Attachment A  
Construction Schedule – Reach 1





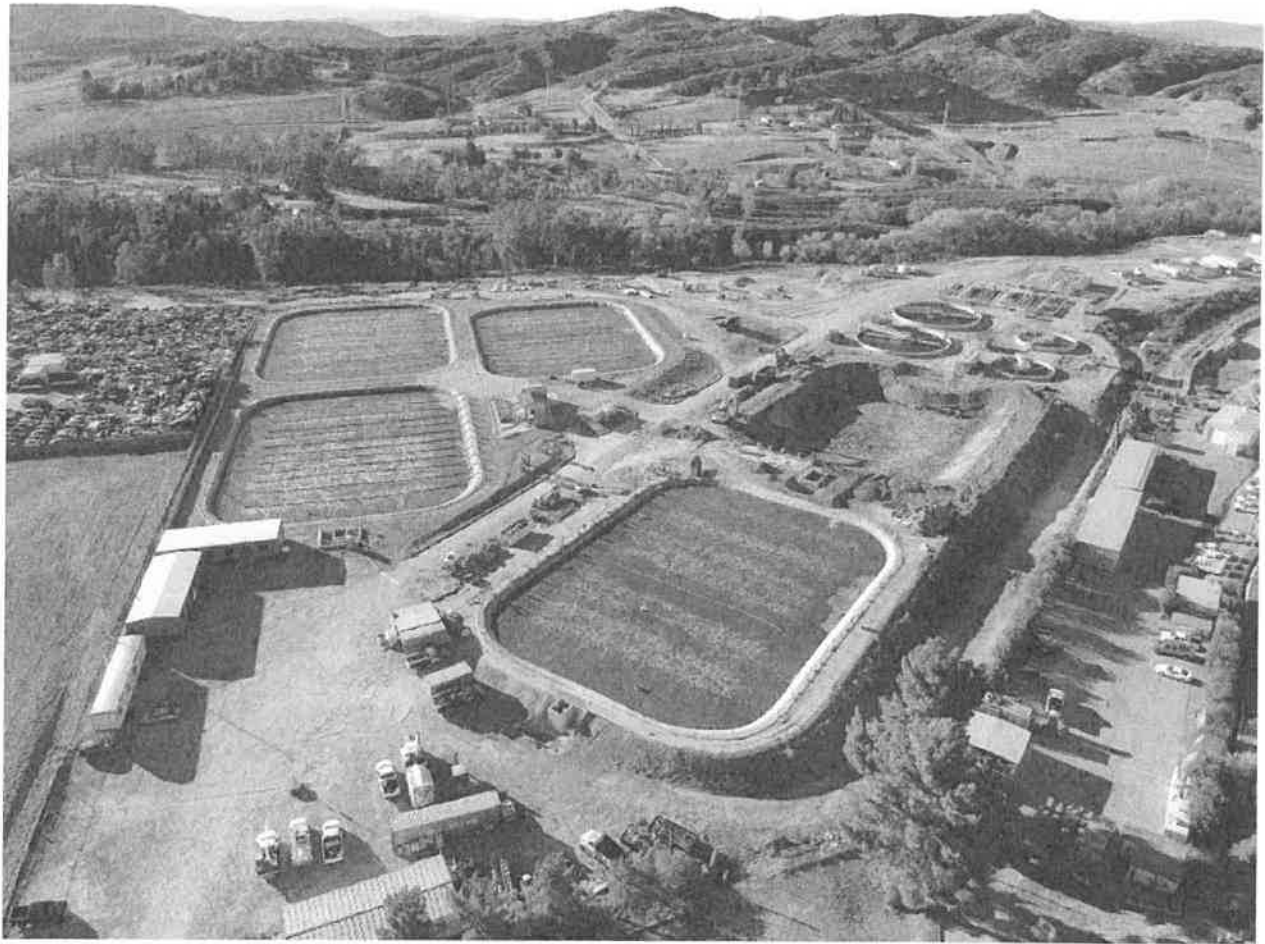
Attachment B  
Construction Schedule – Reach 2

**Beaumont Brineline Phase 2  
TE ROBERTS 3 WEEK LOOK AHEAD SCHEDULE**

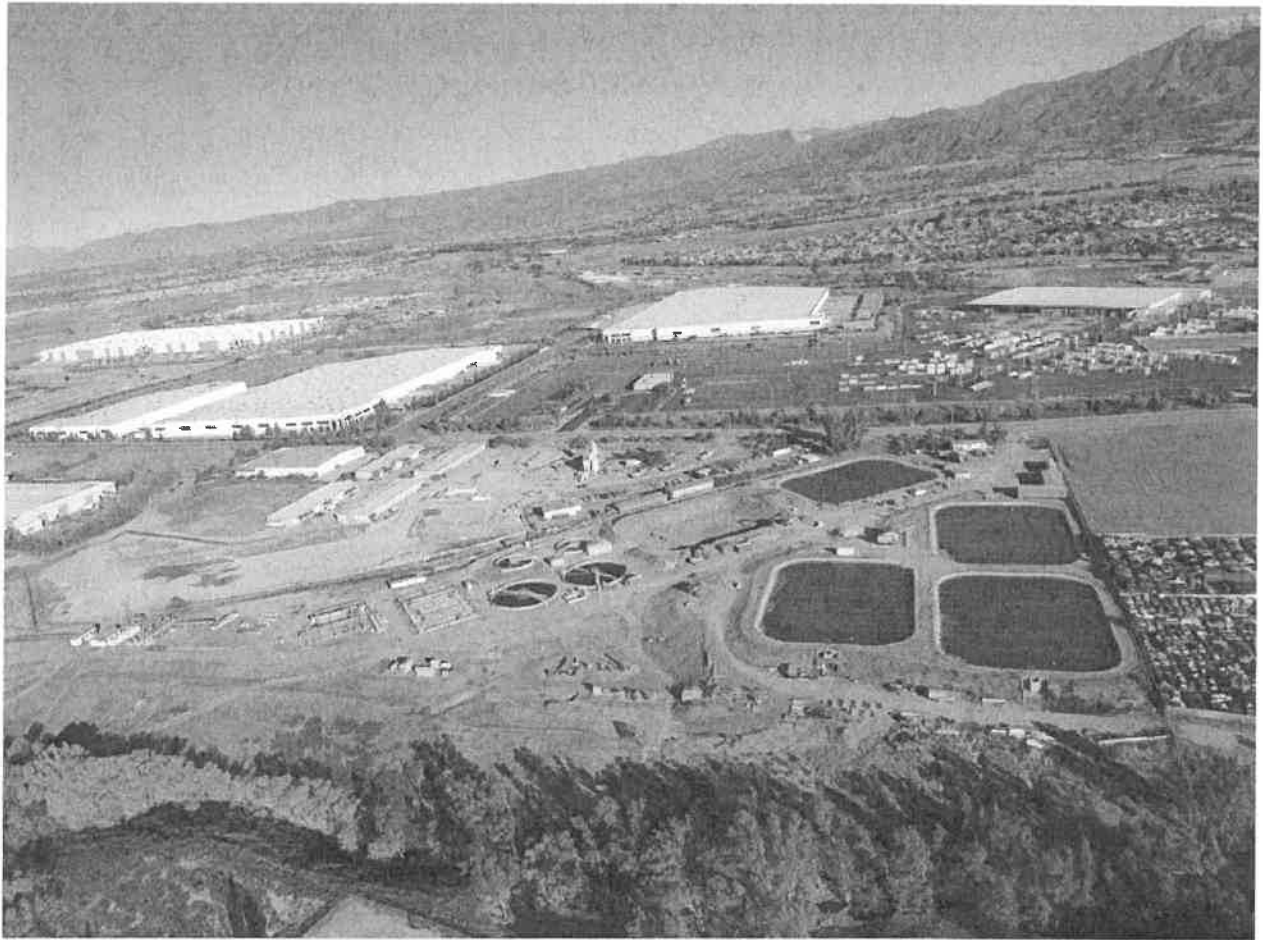
<b>MONDAY 12/17/2018</b>	<b>TUESDAY 12/18/2018</b>	<b>WEDNESDAY 12/19/2018</b>	<b>THURSDAY 12/20/2018</b>	<b>FRIDAY 12/21/2018</b>	<b>SATURDAY 12/22/2018</b>	<b>SUNDAY 12/23/2018</b>
Permitting	Permitting	Permitting				
S.B. County & Redlands	TCP S.B.	Progress Meeting Redland Pothole Permit S.B. County Permit	S.B. City Permit	No Work	No Work	No Work
Pipe Procurement	Pipe Procurement	Pipe Procurement	Pipe Procurement	No Work	No Work	No Work
<b>MONDAY 12/24/2018</b>	<b>TUESDAY 12/25/2018</b>	<b>WEDNESDAY 12/26/2018</b>	<b>THURSDAY 12/27/2018</b>	<b>FRIDAY 12/28/2018</b>	<b>SATURDAY 12/29/2018</b>	<b>SUNDAY 12/30/2018</b>
		Mobilization	Mobilization	Mobilization		
No Work	No Work	Prepare to start PH operations	Prepare to start PH operations	Prepare to start PH operations	No Work	No Work
No Work	No Work	Pipe Procurement	Pipe Procurement	Pipe Procurement	No Work	No Work
<b>MONDAY 12/31/2018</b>	<b>TUESDAY 1/1/2019</b>	<b>WEDNESDAY 1/2/2019</b>	<b>THURSDAY 1/3/2019</b>	<b>FRIDAY 1/4/2019</b>	<b>SATURDAY 1/5/2019</b>	<b>SUNDAY 1/6/2019</b>
		Pothole Operation	Pothole Operation	Pothole Operation		
No Work	No Work	Loma Linda West to East	Loma Linda West to East	Loma Linda West to East	No Work	No Work
No Work	No Work	Possible Pipe Delivery	Possible Pipe Delivery	Possible Pipe Delivery	No Work	No Work

Attachment C  
Construction Photos from the WWTP









Attachment D  
Construction Schedule – WWTP



Project Name: WWTP Salt Mitigation Upgrade  
 Project Number: 55.1173  
 Period Start Date: Mon, 12/17/18

Progress meetings: Thursdays at 10 am  
 Critical/Milestone Activity  
 Main Activity - WM Lyles  
 Subcontractor Activity

Activity	Start Date	End Date	Sub/Crew	12/17	12/18	12/19	12/20	12/21	12/22	12/23	12/24	12/25	12/26	12/27	12/28	12/29	12/30	12/31	1/01	1/02	1/03	1/04	1/05	1/06	1/07	1/08	1/09	1/10	1/11	1/12	1/13
				M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
<b>General Site / Demo</b>																															
Demo Aeration basin #1	Mon, 12/10/18	Fri, 12/21/18	Harber																												
Demo Air blower station #1	Mon, 12/10/18	Fri, 12/21/18	Harber																												
Demo splitter structures	Thu, 12/13/18	Fri, 12/21/18	Harber																												
<b>Earthwork/Yard Pipe &amp; Electrical</b>																															
Mass Exc - Aeration Basins	Wed, 12/26/18	Fri, 01/11/19	J/K Exc.								H	H						H	H												
Mass Exc - MBR build	Wed, 12/26/18	Fri, 01/11/19	J/K Exc.								O	O						O	O												
Exc/Grade - Headworks & Grit Basins	Mon, 12/17/18	Fri, 12/28/18	WML								L	L						L	L												
UG pipe/ductbank demo - phase 1	Thu, 12/13/18	Fri, 12/21/18	WML								I	I						I	I												
<b>Structures/Building/HVAC</b>																															
Headworks/Grit formwork pre-fab	Mon, 12/03/18	Fri, 12/28/18	WML								A	A						A	A												
Aeration basins/MBR formwork pre-fab	Mon, 12/17/18	Fri, 01/11/19	WML								Y	Y						Y	Y												
Headworks Channel Rebar Instal	Thu, 12/27/18	Fri, 12/28/18	Pacific Steel																												
<b>Mechanical/Electrical</b>																															
<b>Shutdowns/Tie-ins</b>																															
<b>Start-up &amp; Testing</b>																															
<b>TOTAL MH/DAY</b>																															

Notes: No work will occur on weekends unless otherwise noted with prior approval from the City.



Staff Report

TO: Mayor and Council Members

FROM: Aftab Hussain, Public Works & Utility Manager

DATE: January 2, 2019

SUBJECT: Accept the Deposit of \$54,847.10 from Lassen Development for the Project Management of the Water Line Installation; and

Authorize the Increase of the Construction Management Budget from \$1,999,855.54 to \$2,359,655.54 and a Decrease in Authorized Contingency from \$4,275,822.56 to \$3,911,253.95; and

Receive and file the Potrero Bridge Project Summary and Construction Change Order Update

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**Deposit of Additional Developer Funds:**

Lassen Development has deposited funds to cover the installation of the water lines as well as additional funds for construction management expenses. In order to cover the full cost of construction management associated with the water line installation, an additional \$54,847.10 needed to be deposited. The developer has wired the funds and the finance department has confirmed receipt. Staff recommends the City Council accept the additional deposit of \$54,847.10 to be used for construction management services.

**Reallocation of Funds from Contingency to Construction Management:**

In order to cover the construction management expenses associated with the installation of the water lines, funds need to be reallocated from the Contingency budget to the construction management budget. Staff is recommending the City Council decrease the contingency budget from \$4,275,822.56 to \$3,911,253.95 and increase the construction management budget from \$1,999,855.54 to \$2,359,655.54. An amendment to the Falcon Contract (Construction Management firm) will be presented to the City Council at the January 15, 2019 meeting.

**Potrero Bridge Project Update:**

Construction is approximately 80% complete. Significant progress includes:

- LT Lane from Eastbound Western Knolls closed as first order of work.
- Phase 1 A Deceleration and Acceleration Lane (JCPC and A/C Paving completed).
- Installed Street Lighting for WB Acceleration/Deceleration Lanes.

- Drainage systems including Line V-Ditch along acceleration/deceleration lanes are completed.
- Drainage systems on the south side of State Route 60 at Potrero Boulevard are substantially completed. There is a total of 15 drainage systems for the project.
- Structural items completed including Abutment #1, Bent #2 and #3 pile driving, footings, walls and wing walls.
- South Side Potrero Boulevard grading for ultimate width has been completed.
- Temporary erosion control of slopes has been completed.
- Bridge falsework installed on north and south side of Potrero Boulevard at State Route 60.
- Western Knolls new alignment at Potrero Boulevard. Drainage complete. Ortiz completing paving, signage and striping opened in October 2018.
- Edison power drops for temporary services at Western Knolls and at Potrero Boulevard.
- Soffit and stem re-bar placed for both left and right bridges.
- Soffit and stem placed for left bridge (880 CYs of concrete) on November 2018.
- Soffit and stem placed for right bridge (910 CYs of concrete) on November 2018.

The following table is an overview of project funding available for Phase 1/1A of the project:

<b>Funding Source</b>	<b>Funding Amount</b>
Federal	\$13,443,872.00
Local (from RSI Communities)	\$1,700,000.00
Local (from ASM Beaumont Investors)	\$340,000.00
Local (from RSI Denley Investment)	\$1,445,000.00
Local (from Lassen Development)	\$2,890,000.00
Local (from Lassen Development for Utility Improvements)	\$1,912,559.16
Local (from USEF Crossroads)	\$1,133,000.00
Local (from Wolverine)	\$652,644.27
<b>TOTAL</b>	<b>\$23,517,075.43</b>

The following is a revised comprehensive breakdown in project costs:

Potrero	Budget Amount	Contractual Obligations	Actual	Remaining
Design	\$617,277.62	\$617,277.62	\$597,804.64	\$19,472.98
Environmental	\$1,170,816.84	\$1,170,816.84	\$1,169,263.00	\$1,553.84
Right of Way	\$987,185.00	\$987,185.00	\$982,262.85	\$4,922.15
Utilities	\$438,895.08	\$438,895.08	\$40,838.97	\$398,056.11
Construction Management	\$2,359,655.54	\$1,999,855.54	\$1,741,139.92	\$618,515.62
Construction	\$14,031,991.40	\$14,031,991.40	\$10,236,184.19	\$3,795,807.21
Contingency	\$3,911,253.95	\$2,892,359.16	\$2,892,359.16	\$1,018,894.79
Total	\$23,517,075.43	\$22,138,380.64	\$17,659,852.73	\$5,857,222.70

The contract change orders to date are summarized below:

CCO No.	Description	Reason for Change	Federal Funds	Other Funds	Total
1	Encroachment Permit	Not identified in Plans	\$65,010.00	\$8,690.00	\$73,700.00
2	Dispute Resolution Board (DRB) Agreement	Mandatory agreement for federal contracts over \$10 Million. Costs shared by the City and Contractor.	\$15,878.00	\$2,122.00	\$18,000.00
3	Maintain Traffic	Furnishing and installing additional traffic control devices to maintain safety.	\$44,105.00	\$5,895.00	\$50,000.00
4	Maintain Electrical	Keep and maintain temporary electrical system and replace previously damaged systems.	\$17,642.00	\$2,358.00	\$20,000.00
5	Potrero Widening to Ultimate	Safety, erosion and to tie into new development.	\$844,250.40	\$112,949.60	\$957,200.00
6	Modify AC Specifications	Modify specification to more readily available mix to avoid project delays.	\$0.00	\$0.00	\$0.00
7	Modification to Lane Closure Chart	Allows for earlier traffic closures.	\$0.00	\$0.00	\$0.00
8	ADL Variance	No hazardous material found on site.	N/A	N/A	(\$22,800.00)
9	Water Line Improvements	Addition of 2 24" Domestic and 1 24"	\$0.00	\$140,847.10	\$140,847.10

		Reclaimed Water Line including 4 Utility Block-outs to accommodate future development			
10	Brine Line Improvements (Change Order 1 for the Brine Line)	Addition of 12" Brine Line during construction	\$0.00	\$238,615.70	\$0.00 (Paid through 2017-006A)
11	Brine Line Improvements (Remaining Work) (Force Account) (Change Order 2 for the Brine Line)	Addition of 12" Brine Line during construction	\$0.00	\$324,043.15	\$0.00 (Paid through 2017-006A)
12	Water Line Improvements (Remaining Work)	Addition of 2 24" Domestic and 1 24" Reclaimed Water Line including 4 Utility Block-outs to accommodate future development	\$0.00	\$1,526,712.06	\$1,526,712.06
13	Remove & Install Chain Link Fence	Improve safety for motorists, pedestrians, and surrounding businesses.	\$0.00	\$128,700.00	\$128,700.00
			<b>\$986,885.40</b>	<b>\$2,490,932.61</b>	<b>\$2,892,359.16</b>


**Fiscal Impact:**

The cost to prepare the staff report was approximately \$400.

Finance Director Review: \_\_\_\_\_

**Recommendation:**

1. Accept the Deposit of \$54,847.10 from Lassen Development for the Project Management of the Water Line Installation; and
2. Authorize the Increase of the Construction Management Budget from \$1,999,855.54 to \$2,359,655.54 and a decrease in authorized Contingency from \$4,275,822.56 to \$3,911,253.95; and
3. Receive and file the Potrero Bridge Project Summary and Construction Change Order Update

City Manager Review: 

Staff Report

TO: Mayor and City Council Members  
 FROM: Office of the City Clerk  
 DATE: January 2, 2019  
 SUBJECT: Authorize Mayor to Make Appointments to the Various Boards, Commissions and Committees

**Background and Analysis:**

As part of an annual reorganization, it is the Mayor's discretion to appoint City Council members to various boards, commissions and committees. The following entities require representatives from the City Council:

- Transportation Now
- Riverside Transit Agency
- Riverside County Transportation
- Western Riverside County Regional Conservation Authority
- Beaumont Cherry Valley Recreation and Parks District
- Beaumont Cherry Valley Water District
- Beaumont Unified School District
- Legislative Liaison
- Collaborative Agency
- Eastern Riverside County Interoperable Communications Authority
- Southern California Association of Governments
- League of California Cities
- San Gorgonio Pass Regional Focused High-Collision Reduction Task Force
- Memorial Committee
- Finance and Audit Committee
- Economic Development Committee
- Gorgonio integrated Water management Region Stakeholder Advisory Committee
- Western Riverside Council of Governments
- Transit Ad-Hoc 2x2 Committee
- Waster Re-Use Ad-Hoc 2x2 Committee

**Fiscal Impact:**

None.

Finance Director Review: \_\_\_\_\_

**Recommendation:**

Mayoral appointments of City Council members to various boards, commissions and committees.

City Manager Review:  \_\_\_\_\_