

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective upon signature, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and EARTH SYSTEMS (“CONTRACTOR”), whose address is 1680 Illinois Avenue, Suite 20, Perris, CA 92571.

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 On-Call Geotechnical Engineering Services.
- B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “B” and incorporated herein by this reference; and,
- C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

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

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after 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: Proposal per Exhibit “B”. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Kevin Paul as CONTRACTOR’S professional(s) responsible for overseeing the Services provided by CONTRACTOR.
3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Cost 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 THREE HUNDRED THOUSAND Dollars and 00/100 Cents (\$300,000.00) annually.

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

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

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

4.04 CONTRACTOR shall receive payment by the CITY for the services provided specified in Exhibit "B".

- a. CONTRACTOR shall submit all invoices to the City of Beaumont's Accounts Payable at the email address listed below.
- b. CONTRACTOR will send the original invoices to:

City of Beaumont
Attn: Finance Department-Accounts Payable
ap@beaumontca.gov

- c. Each invoice shall contain a minimum of the following information: invoice number and date; PO number (once issued by the CITY), remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (24-157), quantities; item descriptions, unit prices, extensions, sales/use tax

if applicable, an invoice total, and any other information requested by the CITY.

4.05 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. Attached hereto as **Exhibit "C"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

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

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

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

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

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

7. General Conditions pertaining to Insurance Coverage

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

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

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

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

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

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

8. Indemnification.

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

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

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

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

8A. Indemnification Design Professionals.

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

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services.

CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

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

10. Termination of Agreement.

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

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

11. Status of CONTRACTOR.

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

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

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

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs,

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

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

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

13. Miscellaneous Provisions.

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

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

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

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

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

governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.

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

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

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

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

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

CITY:

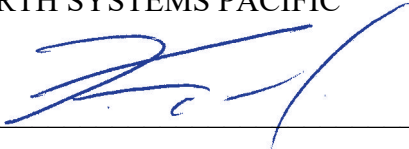
CITY OF BEAUMONT

By: _____
Mike Lara, City Mayor

Date: _____

CONTRACTOR:

EARTH SYSTEMS PACIFIC

By:  _____

Print Name: Kevin L. Paul _____

Title: Vice President _____

Date: 12/19/2024 _____

ATTEST:

By: _____
Nicole Wheelwright, Deputy City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

Date: _____

EXHIBIT "A"

REQUEST FOR PROPOSALS

(insert behind this page)



Website:
www.beaumontca.gov

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

Phone:
951.769.8520

Request for Proposal For On-Call Geotechnical Engineering Services

Event	Date
RFP Issued	October 7, 2024
Questions submitted on Planet Bids deadline	October 17, 2024 @ 11:00 a.m.
Answers to Questions on Planet Bids will be posted	October 22, 2024
Proposals Due	October 28, 2024 @ 3:00 p.m.
Interviews (if required)	November 18 – 22, 2024
Award Date (Tentatively)	December 17, 2024

Contact:

Raveena Chara
Procurement & Contracts Specialist
rchara@beaumontca.gov

RFP Available

City of Beaumont Planet Bids portal:
<https://vendors.planetbids.com/portal/66785/bo/bo-search>

1. Introduction

The CITY of Beaumont (CITY) is seeking proposals from qualified firms and individuals (Consultant) interested in providing “On-Call” or “As-Needed” Geotechnical Engineering Services for the City that include geotechnical and materials testing services, plan checking services, and services for preparing design recommendations, plans and other contract documents for public works construction projects within 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, including providing customer service 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 professional geotechnical services for the City as described in the scope of this RFP.

2. City of Beaumont

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.

The CITY interacts with other government agencies, including but not limited to the California Department of Transportation, the County of Riverside, RCTC, and the Santa Ana Regional Water Quality Control Board.

3. Purpose

The CITY is seeking qualified consultants to provide geotechnical engineering and materials testing services, plan checking services, and services for preparing design recommendations, plans, and other contract documents for public works construction projects within the CITY.

4. Scope of Services

The Scope of Services for On-Call Geotechnical Engineering Services is attached as Exhibit A.

5. Additional Vendor Responsibilities

The Consultant shall be responsible for completing the specified services in accordance with the CITY’s Professional Services Agreement (PSA) by Independent Contractor, a sample of which is attached (Exhibit B).

6. Term

The term of the agreement shall be determined upon the need for services and consistent with the City's policies. The initial period of the contract is three (3) years, with two one-year extensions as approved by the City Council, subject to agreement terms and the Beaumont Municipal Code.

7. Proposal Requirements

Proposals shall clearly address all the information requested and describe the methodology to be used to accomplish each of the project tasks. Please note: this RFP cannot identify each specific, individual task required to successfully and completely implement this project. The CITY relies on the professionalism and competence of the selected firm to be knowledgeable of the general areas identified in the scope of services. The CITY will not approve addenda to the selected firm's agreement which do not involve a substantial change from the general scope of work identified in this RFP.

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

- A. Cover Letter: Maximum of two 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 the 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 who will be involved in this project, their roles and responsibilities, and their experience in similar past projects. The proposal must name a project manager. In addition to this summary, full resumes 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.
- 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 (PSA).
- 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 that should be considered, such as any special services or customer service philosophy, which defines 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 the time of contract execution.

8. Submittal

Submit four (4) hard copies, and one (1) digital copy in PDF format to planetbids in accordance with the bid submission deadline, which is **3:00 pm, Monday, October 28, 2024., to 550 E. 6th St, Beaumont CA 92223**. The proposal must be titled “RFP for On-Call Geotechnical Consulting Services. **In addition, submit a hard copy of cost proposal in a separate envelope to address listed below.** Hard copies shall be addressed to:

Beaumont City Hall
550 E. Sixth Street
Beaumont, CA 92223

Request for Clarifications (RFCs) or questions regarding this RFP shall be directed in writing to:

Vincent Lopez
Project Manager
vlopez@beaumontca.gov

No RFC or questions will be accepted after 11:00 a.m. on **October 17, 2024**. All RFC responses will be posted on the CITY’s Planet Bids Portal by October 22, 2024.

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 the preparation of any proposal shall be the sole responsibility of the proposer. Each proposal shall be limited to a **maximum of 20 pages** single-spaced (not including resumes or addenda), using a minimum 12-point font size.

Event	Date
RFP Issued	October 7, 2024
Questions submitted on Planet Bids deadline	October 17, 2024 @ 11:00 a.m.
Answers to Questions on Planet Bids will be posted	October 22, 2024
Proposals Due	October 28, 2024 @ 3:00 p.m.
Interviews (if required)	November 18 – 22, 2024
Award Date (Tentatively)	December 17, 2024

9. 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 records 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.

10. Amendments to Request for Proposals

The CITY reserves the right to amend the RFP by addendum prior to the final proposal submittal date. The addenda will be posted on the CITY’s Planet Bids Portal:

<https://vendors.planetbids.com/portal/66785/bo/bo-search>

11. Non-Commitment to CITY

This RFP does not commit the City of Beaumont to award a contract or to pay any cost incurred with the preparation of a proposal or contract for services described herein. The City may, in its sole discretion and without any obligation to act reasonably, reject any and all proposals, waive informalities and minor irregularities in any proposal reviewed, negotiate with any qualified source submitting a proposal, extend deadlines, and/or request additional information. Subsequent to negotiations, prospective Vendors may be required to submit revisions to their proposals. The City may reject any proposal that does not conform to the instructions provided in this RFP. Additionally, the City reserves the right to negotiate all final terms and conditions of any proposal received before entering into final contract.

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

12. 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.

13. Proposal Evaluation/Selection

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

Criteria	Points
Understanding of the Scope of Services	30
Demonstrated Professional Skill and Credentials	20

Related Experience and Previous Projects	20
Ability and Available Resources to perform the required services	30
Total	100

The CITY may request a qualification interview with the highest-ranked consultant(s) prior to determining the final ranking. This selection will be conducted according to the CITY's adopted procedures. The CITY may select the top two firms and enter into negotiation. The CITY reserves the right to reject any and all proposals.

14. Reference Information

Links to applicable design standards can be found on the CITY's website:

<https://www.beaumontca.gov/1236/Standards>

15. Exhibits

- A. Scope of Services
- B. Sample Professional Services Agreement (PSA)

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

EXHIBITS TO FOLLOW

EXHIBIT "B"

VENDORS PROPOSAL

(insert behind this page)

RFP FOR ON-CALL GEOTECHNICAL CONSULTING SERVICES

CITY OF BEAUMONT

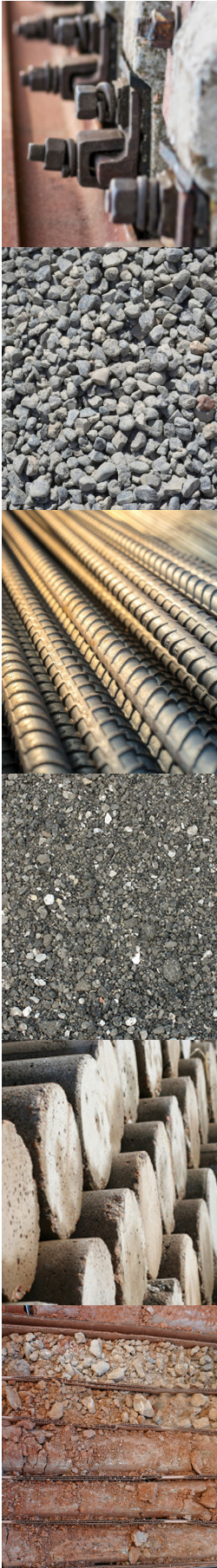


EARTH SYSTEMS

1680 Illinois Avenue, Suite 20, Perris, CA 92571 (951) 928-9799

79-811B Country Club Drive, Bermuda Dunes, CA 92203-1244 (760) 345-1588

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COVER LETTER

City of Beaumont
Attn: Raveena Chara, Procurement & Contract Specialist
550 E. Sixth Street
Beaumont, CA 92223



SUBJECT: RFP FOR ON-CALL GEOTECHNICAL CONSULTING SERVICES

Dear Ms. Chara:

Nestled between the San Bernardino Mountains and the San Jacinto Mountains, and conveniently situated at the confluence of Interstate 10, Highway 60, and Highway 79, is the burgeoning City of Beaumont. Nearly 58,000 residents call this well-established community home and with steady residential and commercial growth anticipated for the future, the Beaumont City Council is committed to promoting civic vitality and ensuring their city remains a desirable place to live, work, and play as it continues to expand.

As part of this commitment, the City Council, with input from staff members and residents, has developed a Strategic Plan to chart the City's priorities by establishing targets and goals designed to cultivate and enhance the quality of life for all citizens. Of the 45 goals established for FY 2024-2025, over half involved projects aimed at developing and improving public facilities and infrastructure. And with those goals held closely in mind, the City has crafted a comprehensive Capital Improvement Plan which bolsters implementation of public works programs that tie into the mission, vision, values, and needs set forth in the Strategic Plan.

Earth Systems Pacific (Earth Systems) has a long-standing history of providing demonstrable and proven geotechnical engineering and consulting services to numerous municipalities with aspirations similar to those of the City of Beaumont throughout the State of California and we would be honored to aid the City in its efforts to achieve their goals. It is our pleasure to submit our proposal in response to the City's Request for Proposal for On-Call Geotechnical Consulting Services.



EXPERIENCE OF FIRM

With over five decades of experience providing geotechnical engineering services in the State of California, Earth Systems has established a reputation for technical excellence, responsive service, and development of geotechnical solutions that are innovative, cost-effective, and easily constructible. Our project portfolio includes thousands of similar projects envisioned during the course of this contract, including pavement construction and rehabilitation, public works buildings, building construction and renovation, ADA compliance, wastewater treatment plants, and stormwater retention. With eleven fully-staffed offices distributed through California, we can provide excellent technical expertise and service.



QUALIFIED PROJECT TEAM

Earth Systems employs a total staff of 130 registered geotechnical engineers, materials engineers, certified engineering geologists, inspectors and technicians and with many decades of experience in Southern California, Earth Systems brings detailed knowledge of soil, groundwater, and geologic conditions to projects planned for this region. We offer a "deep bench" of experienced and qualified technicians and inspectors to provide sampling, testing and special inspection in accordance with ASTM, Caltrans, AASHTO, and other requirements as appropriate. Mr. Kevin Paul, PE, GE, a registered geotechnical engineer with nearly 25 years of experience and managing principal of our Riverside County offices, will oversee the execution of each project assignment. Soils and materials tests are conducted by trained technicians/inspectors who are certified as appropriate by such agencies as NICET, ICC, CWI/AWS, DSA, LADBS, and Caltrans.



DEPTH AND BREADTH OF SERVICES

Earth Systems offers a full spectrum of geotechnical, geology, environmental consulting, materials testing, and special inspection services. Our capabilities range from geotechnical consultation and design level geotechnical engineering investigations to geologic hazard studies, plan checks, materials testing, special inspection, and pavement evaluation and design. Earth Systems' laboratories have the capacity to perform hundreds of tests upon soils, Portland cement concrete, asphalt concrete, steel, masonry, and other building materials and have been accredited, accepted, validated or approved (as appropriate) for various test methods by the California Department of Transportation (Caltrans), the Division of the State Architect (DSA), the U.S. Army Corps of Engineers, and the City of Los Angeles Department of Building and Safety, and the Department of Health Care Access and Information (HCAI). Our local laboratory is Caltrans-approved and has been evaluated by the AASHTO Accreditation Program (AAP) for compliance with AAP Procedures.



EXPERIENCE WITH ON-CALL CONTRACTS

Earth Systems holds on-call contracts with many jurisdictions throughout California, including many in Riverside County. As such, we interact routinely with various government agencies at the local, State and Federal levels. We understand the nature of public sector work, including procurement, decision-making and reporting processes. We have a strong track record of providing thorough and complete technical services while meeting budget goals, tight schedules and deadlines. Our successful performance and high level of client satisfaction are attested to by the many government contracts that we are repeatedly awarded by various public works and educational agencies.



SERVICE-ORIENTED PROJECT APPROACH

Our geotechnical engineering and materials testing professionals have an excellent history of providing well documented services for hundreds of projects. Our goal for every project is to be responsive to our client's objectives, budget, and time-frame; to use our expertise and experience to provide thorough and technically accurate assessments; to provide rapid response to requests for services; and to ensure that our thoroughness and attention to detail provide assurance to our clients that the geotechnical aspects of their projects are addressed in accordance with current professional practice as well as local jurisdictional requirements. Our involvement is flexible, and we are available to respond to any type of service request, large or small.

Earth Systems Pacific maintains insurance coverage that meets the contract requirements and such insurances will be in force at the time of contract execution.

We appreciate your consideration of Earth Systems to provide services for this contract. Please feel free to contact the undersigned if you have any questions or if any additional information is needed.

Sincerely,
Earth Systems Pacific

Kevin Paul, Principal Engineer, Vice President
Authorized Contact and Project Manager to Represent Earth Systems
P: (951) 483-2977
kpaul@earthsystems.com



LOCAL OFFICES AND PRINCIPAL CONTRACT

1680 Illinois Avenue, Suite 20
Perris, CA 92571
P: (951) 928-9799
F: (805) 781-0180

79-811B Country Club Drive
Bermuda Dunes, CA 92203-1244
P: (760) 345-1588
F: (805) 781-0180

INTRODUCTION

FIRM BACKGROUND

Earth Systems Pacific (Earth Systems) is a professional consulting firm with services that encompass geotechnical engineering, engineering geology, environmental assessment, construction monitoring, and materials testing/special inspection. Earth Systems, Inc. was founded as a California corporation in 1969, with its original offices in Palo Alto and Ventura, California. Earth Systems Pacific, a subsidiary of Earth Systems, Inc., was established as a California corporation in 1999. Office locations in California include Bermuda Dunes, Perris, Pasadena, Ventura, Santa Maria, San Luis Obispo, Salinas, Hollister, and Fremont. Projects for the City would be managed from our Perris and Bermuda Dunes Offices.



Having maintained eleven fully-staffed engineering offices and full-service materials testing laboratories for over five decades demonstrates the stability and reliability of Earth Systems. During this time period, we have built a reputation for providing thorough and professional geotechnical, geologic, and construction inspection/materials testing services. We are intimately familiar with requirements of Caltrans and Caltrans Local Assistance, as well as use of and documentation for Federally funded construction projects as they pertain to the construction. We have never been removed from a project or disqualified from proposing on a project.

Earth Systems' long history of providing geotechnical engineering, geology, and materials testing/special inspection services, lends unparalleled local knowledge of conditions and materials that may affect construction, as well as an ability to provide insight as to contributing factors to issues that may arise in public works projects. Our proficiency in both the design and construction aspects of these projects allows us to be forward-thinking as the project progresses, and therefore anticipate potential constraints and address them before the project budget and schedule is impacted.

QUALIFICATIONS AND EXPERIENCE

With our depth and breadth of experience, we can offer the City expertise and value in development of geotechnical criteria for projects constructed as part of this contract, including buildings, water and sewer infrastructure, bridges and roadways, and public parks, as well as materials testing and special inspection during the construction process.

We are well versed in pavement construction and rehabilitation, including new construction, overlays, recycled materials, permeable pavers, and stabilization of poor subgrade conditions. We have worked with many jurisdictions throughout Southern California, providing services such as subsurface exploration, pavement coring, laboratory testing of soils, aggregate, HMA, and other pavement materials, pavement deflection studies, development of materials sampling, acceptance, and independent assurance plans, and infiltration testing for low impact development (LID) improvements. In addition to providing detailed studies, Earth Systems can assist in specific identification of any adverse geotechnical or geologic properties of sites that may adversely impact proposed projects.

Earth Systems maintains a Caltrans-approved materials testing laboratory in Bermuda Dunes staffed with skilled field and laboratory technicians. We can provide experienced and qualified technicians and inspectors to provide sampling, testing and special inspection in accordance with Caltrans Specifications and the City's Quality Assurance Plan (QAP). Our special inspectors are certified by Caltrans or ICC as appropriate in the fields of soil, aggregate, HMA, concrete, steel, and bolting.

Earth Systems' history of working with local municipalities in Riverside County dates back over 40 years; we have provided geotechnical and/or materials testing/special inspection services for transportation projects, public works buildings, water and sewer infrastructure, libraries, public parks, and other types of capital improvement projects. We hold on-call contracts with many of these agencies and these contracts are often renewed for repeated contract terms due to the agencies' high level of satisfaction with our services. Local municipalities for which we have provided services for include the following:

- CITY OF BANNING
- CITY OF BEAUMONT
- CITY OF BLYTHE
- CITY OF CATHEDRAL CITY
- CITY OF COACHELLA
- CITY OF COLTON
- CITY OF CORONA
- CITY OF DESERT HOT SPRINGS
- CITY OF HEMET
- CITY OF HESPERIA
- CITY OF INDIAN WELLS
- CITY OF INDIO
- CITY OF LA QUINTA
- CITY OF OXNARD
- CITY OF MENIFEE
- CITY OF MORENO VALLEY
- CITY OF PALM DESERT
- CITY OF PALM SPRINGS
- CITY OF RANCHO MIRAGE
- CITY OF RIVERSIDE
- CITY OF SANTA PAULA
- CITY OF TWENTY-NINE PALMS
- COUNTY OF SAN DIEGO
- COUNTY OF LOS ANGELES
- COUNTY OF ORANGE
- COUNTY OF SAN BERNARDINO
- COUNTY OF RIVERSIDE



OUR ROLE

Earth Systems' role during the design phase of projects will be to provide geotechnical consultation, geotechnical investigations, geotechnical plan checks and report reviews, geologic hazard studies, pavement studies, core sampling and other services of a geotechnical nature that may be necessary to support design of proposed capital improvement projects. For an on-call contract such as this, our involvement may range from a single site visit to address a specific site issue to a full geotechnical/geologic engineering investigation.

During construction, Earth Systems will provide field and laboratory materials testing, material identification, special inspection, and other services to document that the work performed meets the requirements of the project plans, specifications and the requirements of the CBC, Greenbook, and/or Caltrans as appropriate.

When needed, we can act in the capacity of a third-party peer reviewer, reviewing engineering geology and geotechnical reports to verify compliance with jurisdictional guidelines, applicable code requirements and the generally accepted professional standard of care.

We are available to respond to any type of service request, large or small, and recognize that staff availability and the ability to respond quickly are key for an on-call consultant to be effective in this role. We pride ourselves on our ability to develop high quality, constructible solutions that minimally impact project costs and schedules. We are committed to deliver our work products in a timely manner and are always available and responsive to phone or e-mail communications as well as requests for meetings or consultation with the City or members of the design team to review site conditions and discuss potential solutions.



COMMUNICATION

Excellent client service and responsiveness is the hallmark of Earth Systems' reputation, and it has earned us extensive commendations and loyalty from clients and stakeholders. We will respond rapidly to the City's requests. Our goal is to always work collaboratively with clients, the design team, and contractors while meeting tight schedules and deadlines. We will accomplish this by clear communication, always keeping the City and other stakeholders apprised of project milestones and being respectful of the project schedule and budget. Should issues arise on a project, we will immediately notify the City and work with all involved parties to come to a resolution that is practical, constructible, cost-effective, and minimizes project delays.



MONITORING BUDGETS AND SCOPES

Earth Systems recognizes the need for budget control on publicly funded projects and works collaboratively with our public agency clients to control costs associated with geotechnical and materials testing/inspection services, and we understand the need to adhere to the project's allocated budget. Prior to the start of the work, proposals and budget estimates are developed based upon reviews of project plans and contractor schedule. Geotechnical and geologic services are typically provided on a fixed fee basis; construction phase services are provided on a time-and-materials basis. During construction, the schedule of the contractor and the progress of the work are the most critical factors that can affect our fees. Other factors include the location of material fabrication, proper identification of construction materials, and the need for retests/reinspections. To avoid unanticipated budget overruns, we can implement a budget tracking system. Hours for observation or sampling/testing are estimated based upon the contractor's construction schedule, and are tracked by category, i.e. soil, concrete, asphalt concrete, etc. If the progress of the work begins to deviate significantly from that shown in the project schedule for any category, thus potentially affecting fees, the City is notified. Similarly, if other situations such as unidentified materials, nonconforming materials, or excessive retesting occur, the City is informed as to the effect upon the project budget. This will afford the City the opportunity to convene with us to discuss the factors that affect our testing/inspection fees, and to implement appropriate measures to better control the progress of the work.



QUALITY ASSURANCE/QUALITY CONTROL

Providing high-quality services and accurate reports is a core value at Earth Systems. All geotechnical and materials testing services will be performed in accordance with the California Building Code (CBC) requirements and Standards for Public Improvement Projects, the approved project plans and specifications, and the City's Quality Assurance Program (QAP), as applicable. Geotechnical engineering reports comply with the requirements of Sections 1803.1 through 1803.6, and J104.3 and J104.4 of the applicable edition of California Building Code (CBC) and California Geological Survey (CGS) Special Publication 117, as applicable; geologic hazards reports comply with Section 1803.7 and J104.4 of the CBC, CGS Note 48, and CGS Special Publications 42 and 117, as applicable. Geotechnical engineering investigations are supervised by Registered Geotechnical Engineers who develop programs for subsurface exploration, laboratory analysis, and data evaluation. Projects involving a geologic scope are supervised by a Certified Engineering Geologist. All reports are peer-reviewed by another staff professional experienced with similar projects and certified or licensed in the appropriate discipline. For materials testing and special inspection projects, all work is overseen by the project manager, who visits the sites and reviews the inspection/testing program with field and laboratory personnel. All reports are reviewed by the project manager, and peer-reviewed by another professional staff member to assure report accuracy, quality and that the work adheres to the project plans, specifications, and local, state or federal requirements as applicable.



SERVICES

Geotechnical engineering and geology services available through Earth Systems include:

- Design-level geotechnical engineering investigations
- Geotechnical and geologic feasibility studies
- Slope stability evaluations
- Fault location studies
- Liquefaction and seismicity evaluation
- Seismic refraction/rippability
- Pavement assessment and development of geotechnical criteria for pavement construction and rehabilitation, including new construction, overlays, recycled materials, permeable pavers, and stabilization of poor subgrade conditions
- Geotechnical criteria for shallow and deep foundations, including caissons, driven piles, and micropiles
- Criteria for earth retention structures and embankments
- Rock/pavement coring
- Engineering analysis of settlement-reduction methods
- Pavement deflection studies
- Evaluation of acceptability of construction materials
- Development of Material Sampling, Acceptance, and Independent Assurance Plans
- Infiltration testing for low-impact development (LID) improvements
- Geotechnical observation and testing during construction
- Failure investigations of foundations, retaining walls, slopes, and pavement
- Peer review services
- Full materials testing laboratory (Caltrans) with capability of soil and rock type classification, determination of shear strength, expansion potential, compressibility, and other geotechnical properties of soils and other construction materials





Materials Testing and Special Inspection Services:

- Geotechnical sampling and testing of soils
- Preparation of project-specific Materials Sampling, Acceptance, and Independent Assurance Testing Plans
- Special inspection and testing of soils during earthwork and backfill operations
- Foundation excavation observation
- Special inspection of driven or drilled piles
- Sampling, testing, and inspection of hot mix asphalt (HMA)
- Sampling and testing of Portland cement concrete (PCC); “including slump, air content, unit weight, and laboratory compressive strength and flexural strength
- Sampling and testing of reinforcing steel
- Sampling and testing of masonry; including block compliance, prism compressive strength, mortar and grout compressive strength and cores of completed construction
- Batch plant inspection of concrete and grout
- Special inspection of PCC
- Special inspection of masonry
- Special inspection of shop and field welding
- Special inspection and testing of high strength bolts
- Special inspection of post-installed anchors in PCC and masonry
- Testing or inspection of fabrics or other construction materials
- HMA and PCC mix designs and reviews

FULL-SERVICE MATERIALS TESTING LABORATORIES

Earth Systems laboratories have the capacity to perform hundreds of tests upon soils, Portland cement concrete, asphalt concrete, steel, masonry, and other building materials. Earth Systems laboratories have been accredited, accepted, validated or approved (as appropriate) for various test methods by the California Department of Transportation (Caltrans), the Division of the State Architect (DSA), the U.S. Army Corps of Engineers, and the City of Los Angeles Department of Building and Safety, and the Department of Health Care Access and Information (HCAI); please refer to each agency or organization’s website for listings pertaining to Earth Systems’ individual laboratories. The Hollister laboratory is Caltrans-approved and has been evaluated by the AASHTO Accreditation Program (AAP) for compliance with AAP Procedures. Laboratory equipment is calibrated annually, and the calibrations are traceable to the National Institute of Standards and Technology (NIST). Materials testing is performed under the supervision of licensed professional engineers and laboratory testing is conducted by qualified and trained technicians in accordance with ASTM, Caltrans, AASHTO, and other appropriate laboratory methods.



CONSULTANT PERSONNEL

THE PROJECT TEAM

For this contract we have selected a project team that consists of dedicated and skilled geoprofessionals and technical staff that possess the required local experience, qualifications, licenses and/or certifications, and communication skills to ensure that projects are executed in a technically competent and efficient manner. The team will be led by Mr. Kevin L. Paul, PE, GE. Mr. Paul is the managing principal of Earth Systems' Riverside County offices and will serve as both principal engineer and project manager. He will be assisted by engineering geologist/hydrogeologist Mark Spykerman, construction services specialist Mark Houghton, and project engineer Rocio Carillo. Joshua Thomas will assist with coordination of all field sampling, materials testing, and special inspection services. Mr. Thomas will assign and schedule technicians and special inspectors to perform the testing and inspection services. Geotechnical observation and materials testing staff will consist of Earth Systems' well-seasoned and experienced team of field and laboratory technicians and special inspectors who have expertise in testing and inspection of soil, aggregate, HMA, concrete, and other construction materials.



KEVIN L. PAUL, PE #70084, GE #2930
Principal Engineer, Project Manager

Registered Professional Engineer (Geotechnical), State of California, (No. 2930)

Registered Professional Engineer (Civil), State of California, (No. 70084)

Registered Professional Engineer (Civil), State of Arizona, (No. 53526)

Registered Professional Engineer (Civil), State of Nevada, (No. 22338)

With nearly 25 years of experience in the geotechnical engineering, materials engineering, materials testing and inspection, and environmental services field, Mr. Kevin Paul specializes in public works, water and wastewater, essential services, educational and renewable energy projects. He has been the geotechnical engineer for numerous public works projects for jurisdictions throughout Southern California, including bridges, roadways, water and sewer supply and infrastructure, trails, and buildings. His role for this contract will be principal engineer and project manager, providing technical and managerial oversight. Mr. Paul is an experienced project manager, with the responsibility of assuring high quality technical services, supervision of personnel, resolution of any technical issues that may arise, communication with the client and design/construction team, and budget management. He is directly involved in development of project scopes and proposals, coordination and preparation of project teams, direction of fieldwork, personnel and equipment, laboratory testing and analysis, and report preparation. He serves as the Engineer-of-Record for Earth Systems' Perris and Bermuda Dunes materials testing laboratories for the AASHTO Materials References Laboratory (AMRL) and Cement and Concrete Reference Laboratory (CCRL) accreditation, California Department of Transportation (Caltrans) certified laboratory, and Division of State Architect (DSA) Laboratory Evaluation and Acceptance (LEA) programs.

His expertise includes geotechnical investigations, engineering reports, and oversight of materials testing/special inspection for a variety of public works projects. The diverse projects for which he has provided services include airports, utilities, new buildings and renovations, parks, parking lots and roadways, railroads, water and wastewater infrastructure, and transportation related projects. Mr. Paul has worked successfully with many jurisdictions and agencies on an on-call basis, including the City of Palm Desert, City of Hemet, City of Indian Wells, City of Menifee, City of La Quinta, Rancho California Water District, Beaumont Unified School District, Eastern Municipal Water District, Coachella Valley Water District, and Desert Water Agency. His robust skill set and comprehensive understanding of local geological conditions have been instrumental to the success of a wide variety of projects and systems related to the construction of safe structures throughout the region. His experience managing on-call contracts has rendered him familiar with both the administrative and technical requirements of managing task orders and coordinating work that will be associated with this contract.

Mr. Paul has developed a reputation for working collaboratively with clients, the design team, and contractors while meeting tight schedules and deadlines. He is a registered geotechnical engineer in the State of California, and a registered professional engineer in the States of California, Nevada, and Arizona. He obtained a bachelor's degree in civil engineering from Ryerson Polytechnic University in Toronto, Canada. He has been employed with Earth Systems since 2011.

For this contract, Kevin will:

- Serve as Earth Systems' contact with the City of Beaumont's project manager and other members of the design and construction teams as appropriate
- Select an appropriate project team and familiarize them with project requirements, schedules, and budgets
- Schedule and supervise field services
- Review field data and determine appropriate laboratory testing programs
- Perform geotechnical analysis of field and laboratory data and develop appropriate geotechnical engineering recommendations based upon findings
- Prepare and/or review technical reports
- Provide oversight of field investigations, site grading observations, foundation engineering and inspections, and special inspection/materials testing services during construction
- Evaluate earth-retaining structures and excavations
- Supervise groundwater investigations and testing
- Monitor project schedules, budgets, and milestones
- Attend meetings throughout the duration of projects
- Assure that the work is completed in a timely manner and conforms to regulatory requirements, the project proposal, and client and design team expectations



MARK S. SPYKERMAN, PG #3800, EG #1174, HG #331
Principal Engineering Geologist, Hydrogeologist

Registered Engineering Geologist, State of California (No. 1174)

Registered Professional Geologist, State of California (No. 3800)

Certified Hydrogeologist, State of California (No. 331)

As a principal engineering geologist with Earth Systems, Mark Spykerman is responsible for evaluation of the impact of geologic and hydrologic conditions upon proposed developments. Certified by the State of California as a professional geologist, engineering geologist, and hydrogeologist, Mr. Spykerman has over 45 years of experience on public works projects, authoring hundreds of reports that have been reviewed and approved by the California Geologic Survey (CGS). He has been responsible for oversight and management of large-scale field operations, including managing, training, and mentoring staff.

Mr. Spykerman's areas of expertise include geologic hazards assessments, seismic analysis, fault investigation, analysis of liquefaction and lateral spreading, rockfall and slope stability evaluation. He is thoroughly familiar with the requirements of California Code of Regulations (CCR) Title 24, the California Building Code (CBC) and the California Geological Survey's (CGS) Note 48 Checklist. Geologic analyses are performed in accordance with the CGS guidance document Special Publication 117A for earthquake and landslide hazards. Mr. Spykerman received his Bachelor of Science degree in Geology from California State University Fresno.



ROCIO CARRILLO, PE
Project Engineer

Registered Professional Engineer (Civil), State of California, (No. 75721)

A registered civil engineer with over 15 years of experience in the geotechnical field, Ms. Carrillo supervises subsurface exploration programs, provides analysis of field and laboratory test data, prepares geotechnical engineering reports, and oversees the geotechnical/materials testing aspects of projects during construction. Her extensive field experience and variety of projects that she has been involved in has allowed her to develop familiarity with the often complex geologic and geotechnical conditions that characterize the various regions of southern California. She has been involved in numerous geotechnical engineering investigations for public works projects, ranging from parking lots to large-scale infrastructure. Ms. Carrillo obtained a Bachelor of Science degree in Civil Engineering and a Master of Science degree in Geotechnical Engineering from the University of California Los Angeles (UCLA). She has been employed with Earth Systems since 2018.



MARK HOUGHTON
Construction Testing Services

Mr. Houghton has over 35 of years of experience providing materials testing, geotechnical observation and special inspection. Mr. Houghton oversees our staff of soil technicians and certified special inspectors with appropriate ICC, DSA, NICET, AWS, and other credentials. For this project, Mr. Houghton will provide technical oversight and quality control of the technicians and inspectors assigned to projects undertaken as part of this contract. Mr. Houghton manages the geotechnical and special inspection/materials testing team in strict adherence to CBC code requirements, project plans and specifications. He provides materials testing oversight and assists with signatory review of laboratory tests, as well as any forensic evaluation that may be needed.

Please see the Appendix for full resumes of key personnel.

ACI Concrete Testing Technician, Levels I and II

NICET, Construction, Lab, Exploration, Level III

ICC Reinforced Masonry and Concrete

CGEA CET No. 193

FIELD AND LABORATORY CONSTRUCTION MATERIALS TESTING STAFF

For construction materials testing, we will utilize highly qualified and experienced field and laboratory staff that have provided excellent service for past public works projects. They can provide geotechnical and materials testing services in accordance with ASTM, Caltrans, or other applicable standards; each technician or inspector assigned will be certified in the appropriate specialty for the work being performed. Our field staff is known for providing exemplary service, demonstrating their ability to work collaboratively with project inspectors, design consultants, and contractors alike, and earning outstanding commendations for their work. Their familiarity with ASTM, CBC and Caltrans requirements, protocols, and various software programs used during construction will facilitate the smooth execution of the soils and materials testing aspects of projects. The team includes the following members:

JOSH THOMAS
Field and Laboratory Supervisor

JUAN NUNEZ
Supervisory Soils and Materials Technician
ACI and Caltrans-Certified

JULIAN GEISINGER
Senior Soils Inspector
ICC-Certified

JOSE MURILLO
Soils/Materials Laboratory Technician
ACI, NICET, and Caltrans-Certified

JARED LARGE
Field Technician/Special Inspector
ACI, NICET, ICC and Caltrans-Certified

JOHN BONAFEDE
Special Inspector
AWS-Certified, ICC-Certified, ACI-Certified

ERIC LEWIS
Special Inspector
AWS-Certified

SUBCONTRACTORS

Earth Systems has the capability to provide the core services required for this contract in-house. We have an extensive network of subcontractor relationships to provide support services such as drilling, traffic control, soil corrosivity, and hazardous material chemical analysis. When retaining subcontractors, we ensure that their qualifications meet the requirements of the City as well as our own quality expectations, including appropriate certifications as necessary.

PROJECT EXPERIENCE AND REFERENCES



ON-CALL PROFESSIONAL CONSULTING SERVICES AGREEMENT, HEMET, CA (2024 – 2026)

Earth Systems was recently awarded a two-year On-Call Professional Services Contract to provide geotechnical engineering and materials testing services for the City of Hemet, located in the San Jacinto Valley in Riverside County. The scope of work for the contract includes engineering investigations and design services, pavement evaluation and design, and geotechnical observation and testing, and materials testing and inspection for anticipated capital improvement public works projects such as waterline improvements, storm drainage replacement, water main upgrades, replacements, and installations, sewer manhole rehabilitation, and sewer main replacements. To date, Earth Systems has provided geotechnical materials testing/special inspection services for city-wide pavement rehabilitation and performed peer review services for the City as their plan checker of consultant reports.

City of Hemet

Attn: Jilleen Ferris, P.E.
445 East Florida Avenue
Hemet, CA 92543
(951) 765-2360
jferris@hemetca.gov

ON-CALL PROFESSIONAL CONSULTING SERVICES AGREEMENT, INDIAN WELLS, CA (1994 – PRESENT)

Earth Systems has provided geotechnical, environmental assessment, materials testing, and special inspection services on an on-call basis for the City of Indian Wells for over three decades. Among the various task assignments that have arisen during the course of the on-call contract are peer review services. These services have involved review of geotechnical reports prepared by geotechnical consultants for projects under the jurisdiction of the City of Indian Wells. The reviews typically involve evaluation of the adequacy of the reports, including the investigations and analyses performed, the soundness of the conclusions and recommendations, and whether the reports and plans meet the generally accepted professional standard of care and are in compliance with City policies and guidelines.

City of Indian Wells

Attn: Mr. Ken Seumalo
44-950 El Dorado Drive
Indian Wells, CA 92210
(760) 346-2489
kseumalo@indianwells.com

VEILE AVENUE AND ELM AVENUE PAVEMENT EVALUATION, BEAUMONT, CA (2023)

Earth Systems was retained to conduct a geotechnical evaluation for the purpose of providing pavement recommendations for existing pavement and proposed road sections on Veile and Elm Avenues in the City of Beaumont, California. The conditions along each road were visually assessed and historic and current aerial images were reviewed by Earth Systems personnel to identify past use, topography, and drainage. One (1) boring and six (6) asphalt cores were drilled to determine existing asphalt concrete and aggregate base thickness, and samples of subgrade materials were obtained and taken to our Bermuda Dunes laboratory for testing. The resulting report prepared by Earth Systems presented geotechnical recommendations for street repair and replacement options in conformance with City of Beaumont's roadway specifications and standards. Such recommendations covered pavement design, roadway area preparation, asphalt concrete paving and placement, concrete placement and curing, and drainage and maintenance.

Westwood Professional Services

Attn: Mr. Alex Knicker
10170 Church Ranch Way
Riverside, CA 92501
(720) 531-8350
alex.knicker@westwoodps.com



DILLON ROAD EMERGENCY REPAIR, DESERT HOT SPRINGS, CA (2023)

Earth Systems performed a limited geotechnical study to address geotechnical recommendations for the reconstruction of the roadway in response to road damage created by Tropical Storm Hilary in 2023. The storm caused partial roadway washout and closed traffic through the Mission Creek crossing at Dillon Road in Desert Hot Springs, California. The Palm Springs area normally obtains 0.18 inches of rain for August, but Tropical Storm Hilary brought almost 4 inches of rain to the lower areas of the city of Palm Springs area and even more in the higher mountain's tributary to Palm Springs and Desert Hot Springs area. Earth Systems performed a site visit and observed and collected data from the damaged area. Engineering analyses were performed on the data obtained and recommendations for design parameters were presented for earthwork and pavement sections for roadway repairs in a limited geotechnical engineering report. During emergency repair of the roadway (under Federal Funding), Earth Systems performed the grading observation and compaction testing, as well as concrete sampling for slope armoring, culverts and cutoff walls.

City of Desert Hot Springs

Attn: Mr. Danny Porras
11999 Palm Drive
Desert Hot Springs, CA 92240
(760) 329-6411
dporras@cityofdhs.org

CATHEDRAL CITY AMPHITHEATER PROJECT, CATHEDRAL CITY, CA (2019 – 2020)

Earth Systems provided geotechnical recommendations for this project, which consisted of a stage structure for a proposed amphitheater in Cathedral City, California. The \$2.8 million amphitheater is part of City's effort to revitalize its downtown into an Arts and Theater District. The amphitheater is adjacent to the Civic Center at the intersection of Cathedral Canyon Drive and Avenida Lalo Guerrero. Recommendations by Earth Systems presented options for site grading in foundation areas to allow flexibility for the client to select the most cost-effective approach based upon available budget and project objectives. Geotechnical criteria were also developed for excavation, utility trenches, and foundations. During construction, Earth Systems provided geotechnical observation and materials testing.

City of Cathedral City

Attn: Mr. John A. Corella
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234
(760) 770-0327
jcorella@cathedralcity.gov

SCOPE OF SERVICES AND APPROACH

TECHNICAL APPROACH AND TIMELINE

As this is an on-call contract, services of varying natures could be needed by the City to support Capital Improvement Project needs. The following are brief descriptions of the types of services that we envision could be required under this contract, and our technical approach to each. We have provided services of the nature described below for new buildings, additions to existing buildings, parks, pavement (both new construction and rehabilitation), pedestrian and bicycle pathways, bridges (new construction, repairs and seismic retrofits), and water/sewer/storm infrastructure.

GEOTECHNICAL FEASIBILITY ASSESSMENTS

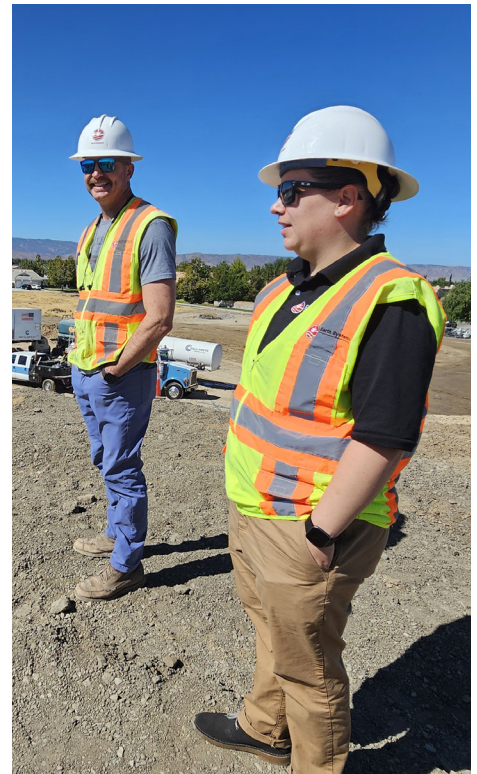
When a property is under consideration for a project, a geotechnical feasibility assessment can be invaluable to assess conditions that may affect the desired use of the site. Studies may include geologic research, review of aerial photographs and possibly limited subsurface exploration to identify potential geologic constraints, infiltrometer testing to determine suitability for on-site storm water retention or detention, or percolation tests to determine suitability for on-site effluent disposal. Such studies allow for informed decision making before investing further time and expense into a particular site.

GEOLOGIC HAZARD STUDIES

Projects involving a geologic scope are supervised by a Certified Engineering Geologist. These may be stand-alone reports or may be incorporated into the geotechnical investigation. Depending upon the type of project, the work may include a review of geologic literature and maps, air photo interpretation, seismic refraction surveys, fault investigation, excavation of exploratory trenches, borings and down-hole logging, and various types of software analysis. Typical projects include geologic hazard studies, landslide evaluations, ocean bluff retreat studies, wave run-up analyses, and geophysical explorations. Geologic hazards reports comply with Section 1803.6 of the CBC, California Geological Survey Note 48, and Special Publications 42 and 117, as applicable.

PAVEMENT STUDIES

Earth Systems has extensive experience and expertise in development of geotechnical criteria for pavement construction and rehabilitation, including new construction, overlays, recycled materials, permeable pavers, and stabilization of poor subgrade conditions. We have worked with many jurisdictions throughout central and southern California, providing services such as subsurface exploration, pavement coring, laboratory testing of soils, aggregate, HMA, and other pavement materials, pavement deflection studies, development of materials sampling, acceptance, and Independent assurance plans, and infiltration testing for low impact development (LID) improvements. In addition to providing detailed studies, Earth Systems can assist in specific identification of any adverse geotechnical or geologic properties that may adversely impact proposed roadway projects. We are familiar with typical jurisdictional concerns regarding various approaches to pavement rehabilitation and maintenance, and our recommendations have resulted in significant cost savings for various cities for which we have provided services.



DESIGN LEVEL GEOTECHNICAL ENGINEERING INVESTIGATIONS

Literature Review and Field Exploration Planning. Following receipt of a notice to proceed, our services typically begin by reviewing select geologic and geotechnical literature pertaining to the project. This will include a review of various hazard, fault and geologic maps prepared by the California Geological Survey, the U.S. Geological Survey, Riverside County, and other governmental agencies as they relate to the site. We coordinate with the design team with respect to specific needs for geotechnical investigation and recommendations as necessary. A site reconnaissance is performed by the project engineer to review the site and establish existing conditions prior to initiating the field exploration program. Proposed exploration locations are identified, marked in the field and cleared with known utility lines as identified by Underground Service Alert [USA].

Field Exploration. Depending upon project requirements, field exploration can employ a variety of techniques, including hollow-stem auger drilling, cone penetrometer test (CPT) soundings, mud-rotary, rock coring, continuous coring, test pits, and other methods. Exploration depths are subject to adjustment depending upon the subsurface conditions encountered. Deeper borings are typically utilized to evaluate the potential for differential soil settlement, seismic induced settlements, and to verify that shallow groundwater is not present at the site. Standard Penetration Tests (SPT) and California Sampler Tests are performed and recorded, and samples are obtained at appropriate intervals. If appropriate for the project, percolation testing or infiltration testing may be part of the field exploration program. Soils are logged by a staff professional in general accordance with the Unified Soil Classification System. Soil samples are obtained and tested in the laboratory to confirm soil classifications and determine physical soil properties.



Laboratory Testing. Laboratory testing of soil samples is conducted to evaluate the physical and engineering properties of the subsurface materials. Most laboratory testing is conducted in-house at our own fully-accredited materials testing laboratories; however, specialty testing such as soil corrosivity, acidity, boron and other chemical properties will be subcontracted to a laboratory that specializes in such analysis. Typical physical soil property tests include the following:

- Grain size analysis
- Moisture/density
- Direct shear
- Hydrocollapse potential
- R-Value
- Maximum density vs. optimum moisture
- Expansion index
- Soil corrosivity and other chemical properties

Geotechnical Engineering Analysis. The field and laboratory data are analyzed by a California Registered Geotechnical Engineer and geotechnical recommendations are developed for the project. Design considerations include evaluation of appropriate foundation systems based upon the site conditions and proposed project, lateral earth pressures for retaining structures, and floor slab support. Geotechnical recommendations for site preparation and grading include rough and fine grading, allowable slope inclinations, suitability of the soils for use as fill, soil expansion characteristics, and potential for hydrocollapse. The potential for seismic shaking and surface ground rupture are analyzed, as well as associated effects such as liquefaction, and seismically induced settlement.

Geotechnical Engineering Report. The geotechnical report typically includes a description of the project, a summary of the existing site conditions, a detailed summary of the field and laboratory components of the investigation, vicinity and site maps showing the locations and elevations of each test boring location, detailed logs of borings, and presentation of field observations, including geological and topographical features, with an appraisal of the terrain and the hydrogeological conditions. Geologic hazards evaluations include Identification of potential geological hazards associated with proposed site, including fault hazard analysis, potential for strong earthquake shaking and ground rupture, landslide and other types of soil instability, flooding, expansive soil, erosion, soil liquefaction and subsidence. Potential for corrosive or reactive soils, including sulphate and chloride characteristics are addressed, along with options for mitigation. If desired by the City, we can provide draft reports for review and comments prior to issuing the final reports.

Geotechnical recommendations typically include:

- Subgrade preparation and grading for rough and finish grading of the site, building pad, and paved areas, with discussion of the extent of over-excavation and re-compaction, fill placement, moisture conditioning and percent compaction as applicable.
- Anticipated shrinkage and bulking factor for on-site soils.
- Recommendations for excavation and mitigation of rock encountered, if applicable, including discussion of any hard rock materials.
- Recommended cement type for concrete based upon results of soil corrosivity testing and analysis.
- Foundation design criteria, considering vertical and lateral load supporting capacities, including soil bearing pressures, compaction methods at retaining/foundation walls, consideration of the effect of stepped footings, and anticipated settlement.
- Active, passive and coefficient of friction for walls, as well as seismic pressures for retaining walls or structures over 6 feet high.
- Recommendations for pipe-based drainage relief behind retaining walls.
- Slab-on-grade design criteria, including recommendations for expansive soil protection as applicable.
- Recommended program for geotechnical observation and testing during construction.
- Geotechnical engineering reports comply in scope and detail with the requirements of Sections 1803.1 through 1803.7, J104.3 and J104.4 of the 2019 California Building Code. The geologic aspects of the report comply with CGS Special Publications 42 and 117A. Seismic design parameters are developed in accordance with Chapter 16 of the 2019 CBC and ASCE 7-16. All reporting and deliverables are reviewed, signed, and validated as true and accurate by a California Registered Geotechnical Engineer and Engineering Geologist.

Timeline: Geotechnical reports are typically available 6 to 8 weeks following receipt of the notice-to-proceed. Verbal results of field and laboratory testing, as well as preliminary geotechnical recommendations, can be provided to design team member as soon as available.

PLAN REVIEW SERVICES

Earth Systems' geotechnical engineers and geologists are available to review grading, drainage, landscape, and structural plans and details to verify that the recommendations of the geotechnical engineering and/or geologic report have been adequately incorporated into the project plans and specifications, and met the intent of the recommendations from a geotechnical/geologic perspective. Letter reports can be prepared to summarize the findings and any recommendations as necessary. Geotechnical reports can also be reviewed for consistency to standard of care and code requirements.

CONSTRUCTION SUPPORT MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

The role of materials testing/inspection firm in this capacity is to document that the work performed meets the requirements of the geotechnical engineering report, the project plans, specifications, the California Building Code, the City's QAP, Greenbook, and other jurisdictional requirements as applicable. In addition to on-site sampling, testing, special inspection, and associated laboratory support, tasks may include meeting attendance at design/construction meetings, project close-out assistance, and resolution of any testing or inspection issues that may arise during the course of construction.

Scheduling and Coordination. Scheduling of services is conducted through our dispatcher, who is available (in person, not an answering service) from 7:00 a.m. to 5:00 p.m. Monday through Friday. Sampling and testing is typically be conducted at the direction of the construction manager (CM) or other designated representative. Once the technician or inspector arrives at the site, he or she coordinates directly with the on-site representative. Daily reports detailing the progress of the work and the services provided are left at the site.

Special Inspection and Materials Sampling/Testing. Special inspectors and technicians assigned to the project are certified by ICC, ACI, or AWS for the appropriate specialty; technicians are nuclear-gauge certified and appropriately trained in earthwork testing methods, including sand cone if required by the project specifications.

Reporting. The results of the tests/inspections are provided in periodic summary reports, typically within 14 days from the date of the last test/inspection. Materials test reports are provided within 48 hours of the completion of the tests. A Summary Log of Acceptance Testing is maintained, and the frequency of testing is monitored to assure consistency with project plans and specifications as applicable. All test reports are prepared or reviewed by Earth Systems' Principal Engineer/Project Manager, Kevin Paul, PE, GE.

Test reports are sent to the client and others as designated by the client. Test reports include all of the test results, regardless of the satisfactory or unsatisfactory outcome of the tests. The reports indicate the location of samples, any special sampling procedures used (as applicable) and clearly indicate what materials were sampled and what test methods were used. Concrete test reports show the specified design strength. The test reports contain a definitive statement as to whether or not the materials tested comply with the project plans, specifications, and City requirements as appropriate. Any deviations are promptly reported. Test results not meeting the project requirements are logged separately and the retests or remedial measures taken are reported. All reports are reviewed by the project manager, and peer-reviewed by another professional staff member to assure report accuracy and quality. We are committed to deliver our work products in a timely manner and are always available and responsive to phone or e-mail communications as well as requests for meetings or joint filed efforts.

Timeline: Daily field reports are left at the site upon completion of work, generally to the Resident Inspector or Construction manager. Materials test reports are provided within 48 hours following completion of the tests. The results of the tests/inspections can be provided in formal, periodic summary reports, typically within 14 days from the date of the last test/inspection.



ADDITIONAL AVAILABLE SERVICES:

ENVIRONMENTAL ASSESSMENT

Earth Systems' environmental team provides expertise in the detection, assessment, and remediation of soil and groundwater contamination. Early detection of soil and groundwater contamination can be critical for buyers, lenders, or other parties when considering a site for development. Earth Systems' goal is to assist clients in the environmental assessment process and develop timely and cost-effective solutions to environmental compliance issues by combining innovative technology and in-depth knowledge of environmental regulations, with consideration of the client's budget and objectives.

GEOTECHNICAL CONSULTATION

For some on-call contracts, geotechnical engineering/geologic investigation may not be necessary, but there may be concerns of a geotechnical nature for which the City would like expert advice, such as a high groundwater condition or unstable soils. Earth Systems has a full staff of experienced geotechnical engineers and geologists available to provide such consultation on an as-needed basis. We can also provide consultation regarding issues such as pavement deterioration, unstable slopes, or forensic studies for buildings or other structures.

INFILTRATION/PERCOLATION TESTING

Infiltration and/or percolation testing may be performed for projects where low-impact developments such as on-site stormwater retention or infiltration is planned, or where on-site wastewater disposal may be necessary. Services may include excavation of witness pits or borings to identify the soil profile; drilling, presaturation and testing of percolation test holes, double-ring infiltration testing, along with interpretation of test data and preparation of a written report.

FORENSIC STUDIES

Occasionally, issues with an existing structure occur in the form of cracks, settlement, or other forms of distress. Causes can range from deficiencies in construction materials, improper construction techniques, settlement of artificial fill soils, or other factors. Identification of the cause of distress is key to developing an appropriate mitigation strategy. Earth Systems has a wide array of forensic services and tools available to assist in forensic evaluation, include floor level surveys, unreinforced masonry testing, concrete evaluation, structure load testing, tendon/reinforcing steel location, pulse velocity testing, and sounding/echo impact testing.

APPENDIX A: RESUMES



KEVIN L. PAUL, PE, GE

Principal Geotechnical Engineer/Project Engineer

With nearly 25 years of experience in the geotechnical engineering, materials engineering, materials testing and inspection, and environmental services field, Mr. Kevin Paul specializes in public works, water and wastewater, essential services, educational and renewable energy projects. He has been the geotechnical engineer for numerous public works projects for jurisdictions throughout Southern California, including bridges, roadways, water and sewer supply and infrastructure, trails, and buildings. His role for this contract will be principal engineer and project manager, providing technical and managerial oversight. Mr. Paul is an experienced project manager, with the responsibility of assuring high quality technical services, supervision of personnel, resolution of any technical issues that may arise, communication with the client and design/construction team, and budget management. He is directly involved in development of project scopes and proposals, coordination and preparation of project teams, direction of fieldwork, personnel and equipment, laboratory testing and analysis, and report preparation. He serves as the Engineer-of-Record for Earth Systems' Perris and Bermuda Dunes materials testing laboratories for the AASHTO Materials References Laboratory (AMRL) and Cement and Concrete Reference Laboratory (CCRL) accreditation, California Department of Transportation (Caltrans) certified laboratory, and Division of State Architect (DSA) Laboratory Evaluation and Acceptance (LEA) programs.

REGISTRATIONS AND CERTIFICATIONS

Registered Professional Engineer (Geotechnical), State of California, (No. 2930)

Registered Professional Engineer (Civil), State of California, (No. 70084)

Registered Professional Engineer (Civil), State of Arizona, (No. 53526)

Registered Professional Engineer (Civil), State of Nevada, (No. 22338)

Certified Radiation Safety Officer

OSHA 40 Hour Safety Loss Prevention System (LPS) Program

Exxon Mobil Oil Corporation, Loss Prevention System Safety Program

Personal Leadership Essentials, 16 Hour Course

16 hr. Principal Leadership Course

EDUCATION

B.S., Civil Engineering, Ryerson Polytechnic University, Toronto, Canada

AWARDS

Excellence Award for Major Retail, Commercial and Industrial Project Excellence, Technical Training Seminar, Best Project/Project Management for 75-million-dollar renovation of the Galleria at Tyler Mall in Riverside, California. Company Fees over \$1.5 million.

American Society of Civil Engineers – Flood Management Project of the Year – Riverside County Flood Control and Water Conservation District - Eagle Canyon Dam and Debris Basin – Riverside and Los Angeles Chapter and California award winner.

EMAIL

kpaul@earthsystems.com

AREAS OF EXPERTISE

- Geotechnical engineering studies, including subsurface exploration, laboratory testing of soil samples, engineering analyses, and report preparation
- Geotechnical aspects of mass grading and excavation operations
- Geotechnical parameters for shallow and deep foundation systems
- Supervision of grading observation and special inspection personnel during construction activities
- Geotechnical aspects of shoring design
- Engineering analyses relating to seismically induced and static settlements, slope stability, soil liquefaction, and slope stabilization
- Reclamation of existing pavements, such as in-place pulverization and cement stabilization
- Third-party reviews of geotechnical reports

PROJECT EXPERIENCE

- Veile Avenue and Elm Avenue Pavement Evaluation, Beaumont, CA
- Avenida Miravilla & Beaumont Avenue K-Rail, Cherry Valley, CA
- Dillon Road Emergency Repair, Desert Hot Springs, CA
- City of Indian Wells On-Call Services, Indian Wells, CA
- City of Hemet On-Call Services, Hemet, CA
- Cathedral City Community Amphitheatre, Cathedral City, CA
- City of Cathedral City On-Call Services, Cathedral City, CA
- City of Temecula Citywide Street Repair, Riverside County, CA
- Riverside County Flood Control and Water Conservation District On-Call Services, Riverside, CA
- Riverside Public Utilities, Utility Pole Installation, Riverside, CA
- Beaumont Unified School District New K-12 Schools and Modernization, Beaumont, CA



MARK SPYKERMAN, PG, EG, HG

Principal Engineering Geologist, Hydrogeologist

As a principal engineering geologist with Earth Systems, Mark Spykerman is responsible for evaluation of the impact of geologic and hydrologic conditions upon proposed developments. Certified by the State of California as a professional geologist, engineering geologist, and hydrogeologist, Mr. Spykerman has over 45 years of experience on public works projects, authoring hundreds of reports that have been reviewed and approved by the California Geologic Survey (CGS). He has been responsible for oversight and management of large-scale field operations, including managing, training, and mentoring staff.

Mr. Spykerman's areas of expertise include geologic hazards assessments, seismic analysis, fault investigation, analysis of liquefaction and lateral spreading, rockfall and slope stability evaluation. He is thoroughly familiar with the requirements of California Code of Regulations (CCR) Title 24, the California Building Code (CBC) and the California Geological Survey's (CGS) Note 48 Checklist. Geologic analyses are performed in accordance with the CGS guidance document Special Publication 117A for earthquake and landslide hazards. Mr. Spykerman received his Bachelor of Science degree in Geology from California State University Fresno.

REGISTRATIONS AND CERTIFICATIONS

Registered Engineering Geologist, State of California (No. 1174)

Registered Professional Geologist, State of California (No. 3800)

Certified Hydrogeologist, State of California (No. 331)

EDUCATION

B.S., Geology, California State University, Fresno

PROFESSIONAL AFFILIATIONS

Association of Engineering and Environmental Geologists

Seismological Society of America

EMAIL

mspykerman@earthsystems.com

AREAS OF EXPERTISE

- Geologic hazard studies
- Landslide evaluation and mitigation
- Seismic analysis, including determination of design peak bedrock accelerations, design earthquake magnitudes, and seismic response spectra
- Fault investigation and assessment of potential for fault rupture
- Evaluation of liquefaction and lateral spreading potential
- Slope stability analysis
- Slope reinforcement
- Erosion studies and mitigation
- Fluvial geomorphology
- Assessment of potential for naturally-occurring asbestos (NOA) and radon

PROJECT EXPERIENCE

- Avenida Miravilla & Beaumont Avenue K-Rail, Cherry Valley, CA
- City of Beaumont Wastewater Treatment Plant Solar Project, Beaumont, CA
- City of Hemet On-Call Services, Hemet, CA
- Cathedral City Community Amphitheatre, Cathedral City, CA
- Dillon Road Emergency Repair, Desert Hot Springs, CA
- City of Menifee On-Call Services, Menifee, CA
- Evans Park, Menifee, CA
- Murrieta Road Street, Menifee, CA
- Lamprey Street, Menifee, CA
- Haun and Holland Widening, Menifee, CA
- Commercial Development, Dinah Shore Drive, Palm Desert, CA
- City of Garden Grove Water, Sewer and Street Improvements, Garden Grove, CA
- City of Banning AC Overlay, Pavement, Rehabilitation & Sidewalk Improvements, Banning, CA
- Sewer Bypass Alignments, Warm Springs Crossing, Church Street, Pedley Road, Highland, CA



ROCIO CARRILLO, PE

Project Engineer

A registered civil engineer with over 15 years of experience in the geotechnical field, Ms. Carrillo supervises subsurface exploration programs, provides analysis of field and laboratory test data, prepares geotechnical engineering reports, and oversees the geotechnical/materials testing aspects of projects during construction. Her extensive field experience and variety of projects that she has been involved in has allowed her to develop familiarity with the often complex geologic and geotechnical conditions that characterize the various regions of southern California. She has been involved in numerous geotechnical engineering investigations for public works projects, ranging from parking lots to large-scale infrastructure. Ms. Carrillo obtained a Bachelor of Science degree in Civil Engineering and a Master of Science degree in Geotechnical Engineering from the University of California Los Angeles (UCLA). She has been employed with Earth Systems since 2018.

REGISTRATIONS AND CERTIFICATIONS

Registered Professional Engineer (Civil), State of California, (No. 75721)

40 Hour Hazwoper Training

EDUCATION

M.S., Geotechnical Engineering, University of California, Los Angeles

B.S., Civil Engineering, University of California, Los Angeles

EMAIL

rcarrillo@earthsystems.com

AREAS OF EXPERTISE

- Geotechnical analysis of soil/structure interaction
- Evaluation of liquefaction potential
- Interpretation of cone penetrometer data
- Settlement analysis
- Analysis of slopes for local and global stability
- Development of geotechnical criteria for bearing capacity, lateral earth pressures, pavement design, and deep excavations
- Shear key and buttress design for landslide stabilization

PROJECT EXPERIENCE

- Riverside County Flood Control and Water Conservation District, Building 6 Modular Upgrade, Riverside, CA
- Riverside County Flood Control & Water District, Tachevah Dam Land Evaluation, Palm Springs, CA
- Riverside County Flood Control and Water Conservation District, 3 Avenida Miravilla & Beaumont Ave. K-Rail Support Pins Drill, Cherry Valley, CA
- CIP 23-04 Romoland 3rd St. Improvements, Menifee, CA
- Horseshoe Lake Park Improvements, Jurupa Valley, CA
- Vernola Family Park Expansion, Jurupa Valley, CA
- The Living Desert Australian Aviary Project, Palm Desert, CA
- The Living Desert Crossroads of Conservation Project, Palm Desert, CA
- Potrero Fire Station, Potrero, CA
- Patton Waterline Replacement, Patton, CA
- Mojave PUD Cache Creek Pipeline Replacement, Kern, CA
- City of Lancaster Master Planned Drainage Storm Drain Alignment, Lancaster, CA
- Avenida Miravilla and Beaumont Avenue K-Rail Support Pins, Cherry Valley and Beaumont, CA
- Tachevah Dam Excess Land Evaluation, Palm Springs, CA



MARK HOUGHTON
Construction Testing Services

Mr. Houghton has over 35 of years of experience providing materials testing, geotechnical observation and special inspection. Mr. Houghton oversees our staff of soil technicians and certified special inspectors with appropriate ICC, DSA, NICET, AWS, and other credentials. For this project, Mr. Houghton will provide technical oversight and quality control of the technicians and inspectors assigned to projects undertaken as part of this contract. Mr. Houghton manages the geotechnical and special inspection/materials testing team in strict adherence to CBC code requirements, project plans and specifications. He provides materials testing oversight and assists with signatory review of laboratory tests, as well as any forensic evaluation that may be needed.

REGISTRATIONS AND CERTIFICATIONS

ACI Concrete Testing Technician, Levels I and II

NICET, Construction, Lab, Exploration, Level III

ICC Reinforced Concrete, No. 0845226-88

ICC Reinforced Masonry, No. 0845336-84

CGEA CET No. 193

EDUCATION

Antelope Valley College
Lancaster, CA

NRMCA Pervious Concrete Technician Training

OSHA 40-Hour Safety Trained Loss Prevention System Program Trained

American Concrete Institute Troubleshooting Concrete Construction Training

California Geotechnical Engineers Association Technician Certification Program

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

American Concrete Institute (ACI)

California Geotechnical Engineers Association (CGEA)

National Institute for Certification Engineering Technologies (NICET)

National Ready Mixed Concrete Association (NRMCA)

EMAIL

mhoughton@earthsystems.com

AREAS OF EXPERTISE

- Special inspection of various types of foundations, including caissons, driven piles, and micropiles
- Shop and field welding inspection
- Special inspection of reinforced, pre-stressed, and lightweight concrete
- Special inspection of spray-applied fireproofing
- Masonry sampling, testing and special inspection
- Torque testing and proof load/pull testing of bolts and anchors
- Materials testing of specialty materials
- Preparation of cost estimates
- Forensic testing and evaluation of distressed structures using destructive and nondestructive methods
- Ultrasound, radar, and thermography testing
- Determination of size and location of reinforcing steel in concrete block structures
- Laboratory testing of construction materials, including grout, masonry, concrete, asphalt, soils, and structural and reinforcing steel of mass grading operations

PROJECT EXPERIENCE

- Riverside County Flood Control and Water Conservation District, Building 6 Renovations, Riverside, CA
- City of Riverside Redevelopment Agency, Fox Theater Building Seismic Retrofit, Riverside, CA
- Eagle Canyon Dam, Riverside County Flood Control, Cathedral City, CA
- Cathedral City Community Amphitheatre, Cathedral City, CA
- Palm Springs Tramway Upgrade, Palm Springs, CA
- Allesandro West Road Improvements, Palm Desert, CA
- State Route 14 Antelope Valley Freeway Improvements, Palmdale, CA
- Fred Waring Bridge, Palm Desert, CA
- Highway 111 Rehabilitation, Riverside County, CA
- Murrieta Road Rehabilitation, Menifee, CA



JOSH THOMAS

Field Services Supervisor

As a field services supervisor with Earth Systems Pacific, Josh Thomas oversees and directs all field exploration services and materials testing and special inspection services. Mr. Thomas will assign and schedule technicians and special inspectors to perform testing and inspection services and assists in the preparation of proposals for materials testing and special inspection projects, assists in the marketing of these services, and serves as project manager on these projects.

REGISTRATIONS AND CERTIFICATIONS
Certified Nuclear Gauge Operator

EDUCATION
Turtle Mountain Community High School

EMAIL
jthomas@earthsystems.com

AREAS OF SPECIALIZATION

- Perform complex and standard of the industry laboratory tests
- Supervise the work of staff technicians and inspectors including resource coordination, internal quality control, and management of daily deliverables
- Communicate with clients, staff, and supervisors to successfully and profitably deliver construction services projects on a consistent basis
- Provide technical leadership and guidance for staff and sets team standards
- Maintain laboratory and field test equipment for proper working order; troubleshooting
- Assist in the preparations of budgets and cost estimates for material testing proposals
- Marketing of materials testing and special inspection services
- Purchase suitable equipment for field and laboratory operations
- Provide construction materials testing and inspection service in support of ongoing projects
- Determination of size and location of reinforcing steel in concrete block structures
- Laboratory testing of construction materials, including grout, concrete, soils, and structural and reinforcing steel

PROJECT EXPERIENCE

- City of Hemet On-Call Services, Indian Wells, CA
- City of Indian Wells On-Call Services, Indian Wells, CA
- Dillon Road Emergency Repair, Desert Hot Springs, CA
- Palm Desert City Council Chambers Renovation, Palm Desert, CA
- City of Menifee On-Call Services, Menifee, CA
- Requa Avenue & Salton Street, Indio, CA
- El Paseo Curb Ramp Modification, Palm Desert, CA
- Tedesco Park Improvements, Desert Hot Springs, CA
- Bruce Creek Ceriodaphnia Survival Testing, Palm Desert, CA



BEAUMONT
550 E. 6th Street
Phone (951) 572-3236
BeaumontCa.gov

City of Beaumont

Addendum #1

Request for Proposals: ON-CALL GEOTECHNICAL SERVICES

Questions & Answers

1. Who are the current incumbents?

Step 1: Please visit the City of Beaumont's Planet Bids portal at:

<https://vendors.planetbids.com/portal/66785/bo/bo-detail/122659>

Step 2: Locate the On-Call Geotechnical Services RFP from the list.

Step 3: Click on the "Prospective Bidders" tab up above.

2. What is the anticipated contract amount?

There is no contract amount. Once under contract, the successful consultant(s) will be required to provide an estimate or short proposal for the City task or project.

3. Would it be acceptable for any charts/tables to have a font smaller than 12pt?

Only if the font is part of the chart and is still legible.

4. In regard to the cost proposal, we understand the hard copy should be submitted separate, but what about the digital copy? Should that be included with the uploaded PDF to planet bids? Or is the physical copy all that is needed?

The City is requiring only one (1) hard copy of the Cost Proposal to be submitted in a separate envelope along with the four (4) bounded copies.

5. Since the City is asking for full resumes in addition to the full team summary (Section G), could we include the resumes in the back in an appendix that does not count against the 20-page limit?

Correct, the resumes do not count against the page limit.

6. Could you define how Section F. Resume of the Lead Consultant should differ from Section G. Key Personnel? Should the Project Manager be considered the Lead Consultant?

Some consulting firms may need to partner with other firms (sub-consultants) to meet the requested City services. These sub-consultants will be part of the Key Personnel.

7. Section J. Cost Proposal asks for the fee to include a not-to-exceed amount. Since this is an on-call contract, can this requirement be omitted?

Unfortunately, the City will be unable to remove that provision as our code and policies do not allow that.

8. Our Council has reviewed the sample agreement and we have some concerns regarding the language presented. Some of the language is not insurable under a professional liability policy



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and other concerns are for compliance with the Civil Code. Would the City consider revising the agreement should we present our concerns during contract award negotiations?

The City is not accepting changes to its Professional Services Agreement (PSA).

9. Are we required to include contract changes as part of our proposal?

The City is not accepting changes to its Professional Services Agreement (PSA).

10. ? Please confirm that there is a double submission method required for this solicitation; that we are to submit the hard copies directly to City Hall, as well as submit a digital copy to Planet Bids. ? Please also confirm that the Cost File is NOT to be uploaded to Planet Bids as there is only one response file upload option; the Cost File should only be included in the hard copy submission to City Hall.

The City is requiring only one (1) hard copy of the Cost Proposal to be submitted in a separate envelope along with the four (4) bounded copies. In addition, one PDF copy of the proposal is to be submitted to Planet Bids.

11. The RFP states submit 4 hard copies and 1 PDF to planetbids. In addition, submit a hard copy of cost proposal in a separate sealed envelope. So, are the 4 hard copies of the proposal and 1 hard copy of cost proposal to be submitted via overnight to the Beaumont City Hall and the PDF of the proposal and cost proposal to be submitted on Planetbids? Please clarify.

One (1) color PDF proposal submitted in Planet Bids. In addition to the Planet Bids submittal, four (4) bound hard copies of proposal and one (1) hard copy of the cost proposal in a separate envelope sent to or dropped off at Beaumont City Hall (emails will not be accepted).

12. The RFP does not mention including project experience write-ups. Can they be noted in Section K and included in the Appendix due to the page restriction?

Yes, but please make it clear in Section K that you are attaching it to the appendix

13. I saw a solicitation for Geotechnical Services and I couldn't find a duration for the potential contract that would result from that, or if it might have renewals. Could you tell me if that has been decided or if it is open to negotiation?

The duration of the contract is in the Term section of the RFP. The City is proposing a three-year contract with the selected Consultant(s).

14. The title of the RFP is "On-Call Geotechnical Engineering Services". However, under the introduction, it states that it includes geotechnical and material testing services, plan checking services, and preparing design recommendations, plans, and other contract documents for public works construction projects within the City. We do not provide the services highlighted in Yellow. Can you submit a proposal just to provide On-Call Geotechnical Services? We can provide all the services listed under "Scope of Work".

The successful consultant is expected to provide expert support to the City that may include verification of information on plans prepared by a separate design engineering firm. The City also recommends submitting a proposal partnering with other firms to meet the services requested by the City.



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City of Beaumont

15. Can you please give us a list of projects you will have?

The successful consultant may be directed to provide geotechnical and materials testing services to assigned capital projects. However, the City has multiple capital projects such as street paving, park improvements, construction of new public facilities, wastewater improvement, traffic signal upgrades, etc.

16. Under Scope of Work, Section 4- Geotechnical Review Service can you please clarify the following:

(4d) What do you want us to do under Billing?

(4f) What do we have to present at the City Council Meeting?

(4d) This is under the 'Geotechnical Review Service'; meaning, the successful consultant may be required to review and confirm billing line items from other contracted engineering firms to ensure accuracy (as an example).

(4f) If directed, attend and provide geotechnical engineering expert support to staff when presenting projects/agenda items at City Council and other meetings.

17. The RFP states that four (4) hard copies and one (1) PDF should be submitted to Planet Bids. In addition, submit a hard copy of the cost proposal in a separate sealed envelope. So, are the 4 hard copies of the proposal and 1 hard copy of the cost proposal to be submitted overnight to the Beaumont City Hall, and the PDF of the proposal and cost proposal to be submitted on Planet Bids? Please clarify.

One (1) color PDF proposal submitted in Planet Bids. In addition to the Planet Bids submittal, four (4) bound hard copies and one (1) hard copy of a cost proposal in a separate envelope (emails will not be accepted).

18. The RFP does not mention including project experience write-ups. Can they be noted in Section K and included in the Appendix due to the page restriction?

This information is already required under Section H of the 'Proposal Requirements'.

19. How do we establish a "not to exceed" in that context?

The proposer is required to submit their cost proposal (hourly rates/fee schedule) in a separate envelope as part of their proposal marked - "Cost Proposal".

20. Is the cost proposal included in the page count?

No. The cost proposal/fee schedule is to be submitted in a separate envelope as part of the proposal.

21. Is the table of contents and cover included in the page count?

No.

22. As this is an on-call proposal with no specific project attached, we are assuming the City will only need a fee schedule with hourly billable costs. Please confirm.

Correct. The Cost Proposal is the fee schedule with the hourly billable rates.



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City of Beaumont

23. Reviewing the RFP for on-call geotechnical engineering services due October 28th of 2024. We are questioning if this contract is a replacement of an existing contract with the City of Beaumont. In preparation for our submittal, we request to review copies of the previous contract and competitors' submittals. It is our intention to pursue this project as a prime bidder. Your assistance is appreciated.

Although in the past the City has had geotechnical agreements/services, the City does not currently have a On-call geotechnical agreement. All agreements are on our transparency portal on the City of Beaumont's website.

Acknowledgement of Addendum #1 (To be included with proposal)

Signature

October 23, 2024

Date

Kevin Paul, Principal Engineer, Vice President

Print Name

EXHIBIT “C”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER AssuredPartners Design Professional Insurance Services LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549 License#: 6003745 EARTSYS-02	CONTACT NAME: Nancy Ferrick PHONE (A/C. No. Ext): 510-272-1400 FAX (A/C. No): E-MAIL ADDRESS: nancy.ferrick@AssuredPartners.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : American Casualty Company of Reading PA</td> <td>20427</td> </tr> <tr> <td>INSURER B : Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER D : Gotham Insurance Company</td> <td>25569</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Casualty Company of Reading PA	20427	INSURER B : Berkley Insurance Company	32603	INSURER C : Travelers Property Casualty Company of America	25674	INSURER D : Gotham Insurance Company	25569	INSURER E :		INSURER F :
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COVERAGES **CERTIFICATE NUMBER: 500868915** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6057080011	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6057037756	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	EX202400003232	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB3T67194A	4/1/2024	4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability + Pollution Liability			AEC907574802	4/1/2024	4/1/2025	Per Claim \$2,000,000 Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Umbrella policy is follow-form to underlying: General Liability/Auto Liability/Employer's Liability.
 Project Name: On-Call Geotechnical Engineering Services / DESCRIPTION AND LOCATION OF WORK: Geotechnical Engineering Services, Beaumont, CA.
 The City of Beaumont, its elected and appointed officers, employees, agents and volunteers are named as additional insured as required by written contract with respect to General Liability and Auto Liability. 30 Days' Notice of Cancellation to certificate holder, 10 days for non-payment of premium applies.

CERTIFICATE HOLDER City of Beaumont 550 E. 6th Street Beaumont, CA 92223	CANCELLATION 30 Day Notice of Cancellation SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. unless paragraph B. below applies,
 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations** hazard, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self-insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS is amended to add the following definition:**

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement****1. ADDITIONAL INSUREDS**

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;



Architects, Engineers and Surveyors General Liability Extension Endorsement

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES provision of this endorsement for additional coverage and restrictions applicable to spouses of natural person Insureds.

4. BOATS

Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to add the following additional exception to the exclusion entitled Aircraft, Auto or Watercraft:

This exclusion does not apply to:

Any watercraft owned by the Named Insured that is less than 30 feet long while being used in the course of the Named Insured's inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under DEFINITIONS, the definition of bodily injury is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The Named Insured must give the Insurer or the Insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an employee designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a Named Insured has management control:

- a. on the effective date of this Coverage Part; or
b. by reason of a Named Insured creating or acquiring the organization during the policy period,

qualifies as a Named Insured, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

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provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:



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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
(2) Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and spouses of any natural person Insured or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and spouses only for claims arising solely out of their capacity or status as such and, in the case of a spouse, where such claim seeks damages from marital community property, jointly held property or property transferred from such natural person Insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such, provided, however, that the spouse of a natural person Named Insured, and the spouses of members or partners of joint venture or partnership Named Insureds are Insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Expected or Intended Injury and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the Insured. This exclusion does not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

- 1. All damages under Coverage A, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
2. All medical expenses under Coverage C,

that arise from occurrences or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

- 1. Damages under Coverage B, regardless of the number of locations involved;

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2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:
1. a premises the **Named Insured** owns or rents; or
 2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
 - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and



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B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to:

i. add the following to the Employers Liability exclusion:

This exclusion applies only if the bodily injury arising from a health care incident is covered by other liability insurance available to the Insured (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

Contractual Liability

the Insured's actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to claims based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any health care incident for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the Named Insured's employees or volunteer workers in the rendering of:

- a. professional health care services on behalf of the Named Insured or
b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;

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- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs **(a), (b), (c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance



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b. Excess Insurance

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

A. Past Joint Ventures, Partnerships, Limited Liability Companies

The following is added to **WHO IS AN INSURED**:

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

- a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and
- b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), no person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.

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**Architects, Engineers and Surveyors General Liability
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- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage to:**

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;



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- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to LIMITS OF INSURANCE:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph 6., Damage To Premises Rented To You Limit, of LIMITS OF INSURANCE is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

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A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
 - (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:



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This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the Named Insured; or
(b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

- Provision 1. ADDITIONAL INSURED of this endorsement; or
attachment of an additional insured endorsement to this Coverage Part.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under COVERAGES, Coverage B -Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability.
B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

- 1. Paragraph 2.d. is replaced by the following:
d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:
So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred

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by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:



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- 1. is in effect or becomes effective during the term of this Coverage Part; and
- 2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a consolidated (wrap-up) insurance program by applicable state statute or regulation.

If the endorsement EXCLUSION – CONSTRUCTION WRAP-UP is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a consolidated (wrap-up) insurance program project in which the Named Insured is or was involved, this exclusion does not apply to those sums the Named Insured become legally obligated to pay as damages because of:

- 1. Bodily injury, property damage, or personal or advertising injury that occurs during the Named Insured's ongoing operations at the project, or during such operations of anyone acting on the Named Insured's behalf; nor
- 2. Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not residential structures.

B. Condition 4. Other Insurance is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the Named Insured as a result of the Named Insured being a participant in a consolidated (wrap-up) insurance program, but only as respects the Named Insured's involvement in that consolidated (wrap-up) insurance program.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

- 1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
- 2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. Residential structure also does not include hospitals or prisons.

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CNA PARAMOUNT

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

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

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: EARTH SYSTEMS PACIFIC

Endorsement Effective Date: 04/01/2024

SCHEDULE

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

ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY

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

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

Form No: CA 20 48 10 13

Endorsement Effective Date: 04/01/2024

Endorsement No: 6; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Policy No: 6057037756

Policy Effective Date: 04/01/2024



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB3T67194A

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

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

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

Schedule

Person or Organization

Job Description

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

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

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

Angela Berg

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____