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 GEOCON WEST INC. whose address is 27411 Redlands Blvd., Unit A, Loma Linda, CA 92354 ("CONTRACTOR").

RECITALS

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

A. CITY desires to engage CONTRACTOR to provide On-Call Geotechnical Engineering Services; and

B. CONTRACTOR has made a proposal ("Proposal") to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit "A" and 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. <u>Term of Agreement</u>. 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. <u>Services to be Performed</u>. CONTRACTOR agrees to provide the services ("Services") as follows: Proposal per Exhibit "A". All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Lisa Battiato as CONTRACTOR'S professional(s) responsible for overseeing the Services provided by CONTRACTOR.

3. <u>Associates and Subcontractors</u>. 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. <u>Compensation</u>.

4.01. CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed THREE HUNDRED THOUSAND Dollars and 00/100 Cents (\$300,000) 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. 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. <u>Obligations of CONTRACTOR</u>.

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.

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

6.01. Commercial general liability insurance in an amount of not less than \$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 claim to cover any negligent acts or omissions committed by CONTRACTOR and its employees in the performance of any Services for CITY.CONTRACTOR shall maintain the claim policy for a period of not less than five (5) years from the effective date of this Agreement. Upon expiration of the claim policy, CONTRACTOR shall secure and maintain tail coverage to ensure continued protection against claims arising from services performed under this Agreement. CONTRACTOR shall provide CITY with a certificate of insurance upon execution of this Agreement. Notwithstanding anything to the contrary herein, only those subcontractors who provide design professional and/or consulting services shall be required to carry errors and omissions insurance and in no event shall said subcontractors be required to carry limits higher than \$1 million per claim.

7. <u>General Conditions pertaining to Insurance Coverage</u>.

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. Notwithstanding the foregoing, with respect to errors and omissions insurance, waiver of subrogation coverage shall be provided as required by written contract per policy form in lieu of a formal or separate endorsement page.

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 commercial general liability and business auto 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 commercial general liability or business auto 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. <u>Indemnification</u>.

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. <u>Additional Services, Changes and Deletions</u>.

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. <u>Status of CONTRACTOR</u>.

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. <u>Ownership of Documents; Audit</u>.

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:

CONTRACTOR:

CITY	OF	BE/	AUN	AON	JT
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GEOCON WEST, INC.

By: Elizabeth Cibbs, City Managar	By:	9
Elizabeth Globs, City Manager	Print Name:	Neal Berliner
Date:	Title:	President
	Date:	1/24/2025

EXHIBIT "A"

REQUEST FOR PROPOSAL

(insert behind this page)



:**Website** www.beaumontca.gov

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

> **Phone:** 251.769.8520

Request for Proposal For On-Call Geotechnical Engineering Services

Proposals Due By: 3:00 pm October 28, 2024

Contact: Raveena Chara Procurement & Contracts Specialist rchara@beaumontca.gov

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

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 Capital Improvement Program (CIP) 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 CIP as described in the scope of this RFP.

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.

Background

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

Scope of Services

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

Additional 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).

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.

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. <u>Cover Letter</u>: 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. <u>Introduction/Information</u>: 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. <u>Firm Profile</u>: 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. <u>Key Personnel</u>: 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.
- <u>Scope of Services</u>: 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 rates) 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.

Submittal

One (1) color PDF proposal submitted in Planet Bids. In addition to the Planet Bids submittal, four (4) bound copies and one (1) cost proposal in a separate envelope (emails will not be accepted) of the proposal must be submitted no later than **3:00 pm**, **Monday**, **October 28**, **2024**. **The cost proposal shall be submitted in a separate sealed envelope** to the following location:

Beaumont Civic Center 550 E. Sixth Street Beaumont, CA 92223

Postmarks and faxes are not acceptable. The proposal must be titled "RFP for On-Call Geotechnical Consulting Services." Request for Clarifications (RFCs) or questions regarding this RFP shall be directed in writing to:

Vincent Lopez Project Manager <u>vlopez@beaumontca.gov</u>

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 <u>maximum of 20 pages</u> 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

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.

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

Non-Commitment to CITY

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

Conflict of Interest

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

Proposal Evaluation/Selection

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

Criteria		
Understanding of the Scope of Services	30	
Demonstrated Professional Skill and Credentials		
Related Experience and Previous Projects		
Ability and Available Resources to perform the required services		
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.

Reference Information

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

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

Exhibits

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

----- END OF REQUEST FOR PROPOSAL -----EXHIBITS TO FOLLOW

EXHIBIT "A"

SCOPE OF SERVICES

(insert behind this page)

Scope of Services

The Scope of Services will require the Consultant to provide all labor, equipment, tools, and furnishings necessary to perform the geotechnical engineering services and provide support for the CITY's Capital Improvement Program (CIP). Project tasks shall include, but are not necessarily limited to, those items noted below. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal. The scope of services shall generally include the following tasks:

- 1. Geotechnical Investigation & Design Services
- 2. Pavement Evaluation and Design
- 3. Geotechnical Observation and Testing, Materials Testing and Special Inspection
- 4. Geotechnical Review Services

The following Scope of Services is provided as a guideline and is intended to identify the CITY's expectations and requirements associated with the required Geotechnical Engineering Services. Consultants may suggest modifications to the proposed Scope of Services and are encouraged to expand the scope to include additional and/or optional tasks if deemed necessary to execute and facilitate the final design and construction of public works projects. At a minimum, the following specific tasks are to be included in the proposed Scope of Services.

Detailed Scope of Services

- 1. Geotechnical Investigation & Design Services:
 - a. Literation review of geotechnical reports and maps
 - b. Site reconnaissance
 - c. Underground service alert coordination
 - d. Subsurface soil sampling
 - e. Boring logs
 - f. Geotechnical engineering analyses
 - g. Seismicity Overseen by Geotechnical Engineer (GE)
 - h. Geotechnical design recommendation for grading and foundations
- 2. Pavement Evaluation and Design:
 - a. Pavement corings
 - b. R-Value testing
 - c. Pavement deflection testing
 - d. Pavement analysis per Caltrans methodology
 - e. Pavement evaluation report
 - f. Requires by Professional Engineer (PE) pavement engineer

- 3. Geotechnical Observation and Testing, Materials Testing and Special Inspection:
 - a. Acceptance Testing for the City of various construction materials, including but not limited to AC, aggregate base, subgrade, concrete, and more
 - b. Field sampling/testing/observation
 - c. Plant inspection
 - d. Laboratory testing
 - e. Laboratory certification (Caltrans, AASHTO Material Reference Laboratory, etc.)
 - f. Meeting CITY's specifications and industry standards
- 4. Geotechnical Review Services:
 - a. Review of geotechnical reports
 - b. Review of grading and foundation plans (plan checking)
 - c. Preparation of review sheets
 - d. Billing
 - e. Coordination with Planning and Building Departments
 - f. Presentation at City Council meetings (as directed)
 - g. Requires GE and CEG to perform reviews



Request for Env. Con. Services for Cherry Channel Drainage Project

EXHIBIT "B"

SAMPLE PROFESSIONAL SERVICES AGREEMENT (PSA)

(insert behind this page)

EXHIBIT "B"

VENDORS PROPOSAL

(insert behind this page)

STATEMENT OF QUALIFICATIONS

Proposal to Provide On-Call Geotechnical Engineering Services

October 28, 2024, 3:00 PM

SUBMITTED TO:

City of Beaumont 550 E. 6th Street Beaumont, CA 92223

Attention: Raveena Chara, Procurement & Contracts Specialist & Vincent Lopez, Project Manager

SUBMITTED BY:

Geocon West, Inc. 24711 Redlands Blvd Unit A Loma Linda, CA 909.894.2175 www.geoconinc.com

Neal Berliner, PE, GE, President Principal Engineer







Proposal Number RD-24-1932-S-GT October 28, 2024

Raveena Chara, Procurement & Contracts Specialist Vincent Lopez, Project Manager City of Beaumont 550 E. 6th Street Beaumont, CA 92223

Subject: ON-CALL GEOTECHNICAL ENGINEERING SERVICES

Dear Ms. Chara and Mr. Lopez,

Geocon West, Inc. (Geocon) is pleased to submit this proposal to the City of Beaumont (City) in response to the RFP for On-Call Geotechnical Engineering Services. We understand that the City seeks a qualified geotechnical firm to provide essential on-call services for public works construction projects, including geotechnical engineering, materials testing, plan checks, and preparation of design recommendations and contract documents. Geocon's demonstrated technical expertise, effective project management, integrity, and responsiveness position us well for successful task order delivery under this contract.

Geocon has 53 years of experience in Geotechnical Investigations, Pavement Evaluations, Geotechnical Observation and Testing, Materials Testing, and Special Inspection; we have built a strong reputation of excellence in Southern California. Our local office and laboratory in Loma Linda will manage this contract and partner with the City to meet the needs of the requested services. We have successfully provided similar services for various public agencies, including the Cities of Fontana, Indio, Hesperia, Wildomar, Menifee, Murrieta, Temecula, and the County Department of Public Works for Riverside, San Bernardino, and Los Angeles.

Beyond our extensive experience and demonstrated service to the City, what sets Geocon apart?

- We bring innovation and problem-solving to all of our projects big or small. Our goal on every project is to develop creative, cost-effective, and practical geotechnical and environmental solutions. Problem-solving early in project phasing is key. We pride ourselves on adding genuine value to every aspect of a project to enable the project to move successfully across phases.
- Transparency is key to our project management approach. We are committed to keeping cost, schedule, quality, safety, and, importantly, transparency at the forefront of our mind while we deliver our task orders. We maintain strict burn-rate reports internally so that we stay on budget and transparently communicate our project milestone tracking to clients. Drawing from our extensive experience, we understand the need for rapid response times, communication, and coordination with the project team while maintaining excellent standards and providing quality deliverables.
- ✓ Our principals are working principals. Senior engineers and principals, like myself, will service your Task Orders. You will find a highly experienced leadership team at your disposal. Additionally, our principals play a direct role in overseeing the team and take every opportunity to streamline costs. For example, our principals bill at senior rates to control costs. We also have many multi-certified inspectors, and it is always our goal to have one inspector cover multiple tasks rather than having two or more inspectors on-site simultaneously; this minimizes the assignment of multiple field staff, all per the direction of working principals.



- Our team is local, experienced, and available. Geocon offers an experienced, local team you can trust for this on-call contract. We are known for our responsiveness and availability to meet short-term requests. We do not utilize pay-when-paid clauses, so we receive priority scheduling from our subcontractors to expedite your projects. Our fully operational office and comprehensive testing laboratory in Loma Linda, as well as our staff of engineers, geologists, technicians, and inspectors, stand ready to serve the City.
- ✓ We perform our soil and materials testing in our in-house laboratories. We perform our services *in-house*, manage our own laboratories, and maintain strict oversight of standards within our laboratories. We are consistently rated by CCRL and other certifying bodies as having top performance for overall organization and accuracy of testing. Our laboratories are certified by DSA, AASHTO/AMRL, Caltrans, and CCRL and can provide both soil and materials testing services 24 hours a day, 7 days a week. With staggered lab staff schedules, we are able to complete critical path testing much quicker than a typical lab.

As managing partner of Geocon West, Inc., I attest by my signature that I have the official authority to bind the company to commit its resources to fulfill the terms of this contract. I manage the Loma Linda team, will manage all work under this contract if awarded, and will be your point of contact. Please find my contact information below.

Key Personnel Contact Information: Neal Berliner, GE - President & Principal Engineer 24711 Redlands Blvd., Loma Linda, CA 92354 T | 818.841.8357 M | 213.369.2881 E | berliner@geoconinc.com

Lisa Battiato, CEG, APM, LEED AP – Regional Manager & Senior Geologist 41571 Corning Place, Suite 101, Murrieta, CA 92562 T | 951.304.2300 M | 760.579.9926 E | battiato@geoconinc.com

Geocon appreciates the opportunity to submit this proposal to the City. Upon being awarded, our team will be fully dedicated to every Task Order by providing the highest level of service while upholding our industry reputation for excellent customer service. Thank you for your consideration.

Sincerely, Geocon West, Inc.

Neal Berliner, GE President & Principal Engineer

Lisa Băttiato, CEG, APM, LEED AP Regional Manager / Senior Geologist

Table of Contents

A. COVER LETTER	1 -
B. INTRODUCTION/INFORMATION	3 -
C. APPROACH TO DELIVERING THE SCOPE OF SERVICES	6 -
D. FIRM PROFILE	8 -
E. LOCATION	8 -
F. RESUME OF LEAD CONSULTANT	9 -
G. KEY PERSONNEL	- 10 -
H. REFERENCES	- 11 -
I. SCOPE OF SERVICES	- 12 -
J. COST PROPOSAL	- 18 -
K. ADDITIONAL INFORMATION	- 18 -
APPENDIX - SECTIONS EXCLUDED FROM THE PAGE LIMIT	- 21 -



B. INTRODUCTION/INFORMATION

INTRODUCTION OF SERVICES OFFERED

The information below introduces our services surrounding the scope of work specified in the RFP. Geocon will provide the City with geotechnical engineering, materials testing, plan checks, and preparation of design recommendations and contract documents.

GEOTECHNICAL ENGINEERING

We provide geotechnical engineering services to a diverse clientele, including public agencies, developers, design professionals, and the construction industry. As a full-service consulting firm, we conduct field, laboratory, and engineering analyses using in-house staff and equipment. Our focus is on delivering technically sound and economically viable solutions by balancing construction costs, client needs, and site conditions. Our innovative solutions to complex geotechnical challenges have led to a high percentage of repeat clients.

We offer expertise in the following areas:

- Geotechnical Investigations
- Due Diligence Geotechnical Evaluations
- Geotechnical Feasibility Studies
- Percolation and Infiltration Testing
- Geophysical Studies
- In-Situ Testing
- Shallow & Deep Foundation Design
- Pavement Studies
- Liquefaction Analysis
- Seismic Hazard Assessments
- Seismic Retrofits

- Slope Stability Evaluations
- Landslide Evaluations
- Fault Studies
- Vibration Monitoring
- Inclinometers / Piezometers
- Settlement Monitoring
- Value Engineering / Peer Review
- Ground Improvement Evaluations
- Plan and Specification Review
- Construction Management Support
- Laboratory & Materials Testing





ENGINEERING GEOLOGY

Geocon provides engineering geology support alongside our geotechnical engineering services for public and private sector clients. Our team offers a full range of services, including feasibility studies, geologic investigations, and project reviews. Each project is managed by a Certified Engineering Geologist or Geotechnical Engineer, with oversight from a company principal to ensure effective, economically viable solutions to complex geological challenges.

We prioritize client needs, considering costs, schedules, and site conditions. Our clients appreciate our innovative approaches and rely on us for expert consultation. Geocon's extensive experience equips us to deliver specialized expertise across various service areas.

- Geological Feasibility Studies
- Due Diligence Geological Evaluations
- Geologic Hazard Reconnaissance & Mapping
- Slope Stability Analysis
- Landslide Evaluations & Investigations
- Seismic Hazard Assessments
- Fault Studies
- Geophysical Studies
- Geological Explorations & Investigations
- Geologic Mapping
- Subsurface Mapping
- Geotechnical Instrumentation & Monitoring
- Naturally Occurring Asbestos Surveys

- Background Metals Studies
- Mineral Resource Evaluations
- Mine Reclamation Plans
- Abandoned Mine Hazard Assessments
- Hydrologic Investigations
- Groundwater Resource Evaluations
- Well Design / Wellsite Supervision
- Plan & Specification Review
- Construction Management Support
- Settlement Monitoring
- Forensic Studies
- Peer Review







REVIEW OF GEOTECHNICAL AND GEOLOGIC REPORTS

Geocon will perform reviews of geotechnical and geologic reports prepared by other consultants. Our California-licensed Geotechnical Engineers and Engineering Geologists will evaluate the interpretation of geologic conditions, completeness of the field investigation and laboratory testing programs, technical findings, and constructability of the proposed design recommendations. Geocon has a reputation for providing very cost-effective designs and is frequently requested to perform peer reviews of geotechnical reports.

CONSTRUCTION INSPECTION

To confirm compliance with our engineering recommendations, we are commonly retained to provide quality control testing services during construction. We also provide a full range of special inspection services.

Our field technicians and inspectors maintain current certifications, including International Code Council (ICC), the National Institute for Certification in Engineering Technologies (NICET), the American Concrete Institute (ACI), and the State of California Department of Transportation (Caltrans), as well as required certifications from the cities and counties where work is performed.

Our construction inspection services are as follows:

EARTHWORK AND FOUNDATIONS

- Site Grading Observation
- Sloping / Compound / Excavations / Shoring •
- Underground Utility Installation •
- Subgrade Preparation •
- Chemical Treatment •
- Geotextile / Rock Stabilization •
- Base and Paving Placement •
- Spread Footing / Grade Beam Construction .
- Conventional / Post-Tensioned . Mat Foundation Construction
- Drilled / Driven Pile & Pier Installation
- Micro-Pile Installation
- Tie-Back Anchor / Soil Nail Installation •
- Stone Columns / Vibrocompaction / .
- **Deep Dynamic Compaction**
- **Compaction Grouting**

LABORATORY TESTING

DEPUTY / SPECIAL INSPECTIONS

- Reinforcing Steel / Shotcrete Placement ٠
- Concrete Placement / Curing •
- Pre-stressed / Post-Tensioned Concrete ٠
- Shotcrete
- High-Strength Bolting ٠
- Drilled-In-Anchor Installation •
- Structural Steel Welding / Welding • Qualifications
- Structural Wood •
- ٠ Steel & Welding Fabricator Shop Inspections
- Batch Plant Inspections
- **Reinforced Masonry Construction**





Our in-house soils and materials testing laboratories are certified by the American Association of State Highway and Transportation Officials (AASHTO), State of California Department of Transportation (Caltrans), Cement and Concrete Reference Laboratory (CCRL), Division of State Architect (DSA), and the City of Los Angeles. Testing of soil, aggregate, asphalt concrete, and Portland cement concrete is performed in accordance with published test procedures such as American Standards for Testing Materials (ASTM), Caltrans, USACE, AASHTO, or the governing building code. Our in-house Universal Testing Machine (UTM), manufactured by Southwark-Emery, has a load capacity of 400,000 lbs. and is capable of testing materials up to a #18 rebar, as well as high-strength bolts and nuts.

In-house quality assurance programs are maintained to provide professional-level accuracy and reproducibility that are acceptable to current industry standards. This is accomplished by internal staff training, calibration of appropriate testing apparatus by certified independent agencies, and periodic inspection by outside accredited testing and inspection agencies. Our testing laboratory provides soil and materials testing services and is extensively equipped and staffed with trained, qualified personnel and registered engineers who oversee laboratory testing. Laboratory reports will be distributed (pdf email) to project teams as testing is performed, and failing tests will be reported immediately. Our laboratory services are available 24 hours a day, 7 days a week.

Our laboratory testing services are as follows:

- Soil Compaction Curves •
- Soil Index Properties
- Soil Shear / Compressive Strength • Properties
- Soil Consolidation / Expansion
- Soil Grain Size Analyses / Gradation
- Soil Pavement StabilitySoil Corrosion
- Concrete / Asphalt

- **Bolt Assemblies**



UNDERSTANDING OF THE TYPES OF SERVICES REQUESTED

Geocon is committed to forming a collaborative partnership with the City and to providing the appropriate resources to ensure that our services exceed expectations. Geocon understands that the City is seeking a firm with qualified personnel under the supervision of registered professional engineers to provide as-needed Geotechnical Investigations, Pavement Evaluations, Geotechnical Observation and Testing, Materials Testing, and Special Inspections, as well as plan check support services such as peer reviews. We understand that these services will support the City's public works capital improvement projects. We have an extensive history of partnering with cities and counties as well as local agencies to deliver successful projects. Examples of our experience are presented in the projects highlighted in our references.

To achieve success in our shared goals, Geocon's approach begins with a thorough review of the project's scope and relevant background information. Following our analysis of the scope of work, we identify the key issues that need to be addressed, such as site conditions, characteristics, access, urgency, schedule, and weather considerations. As a matter of professional practice, we regularly review local agency codes, including City standard specifications and details, to ensure that our recommendations meet the applicable standards.

CONTACT INFORMATION

Firm Name:Geocon West, Inc.Mailing address24711 Redlands Blvd., Loma Linda, CA 92354Phone Number:909.894.2175Contact for further information:Neal Berliner, GE and Lisa Batti

Neal Berliner, GE and Lisa Battiato, CEG berliner@geoconinc.com; battiato@geoconinc.com

SUB-CONSULTANTS

Geocon collaborates with subconsultants only when necessary, ensuring that each partnership is strategically chosen to enhance project outcomes. The subconsultants we engage with are considered extensions of our team, seamlessly integrating into our workflow. They share Geocon's commitment to excellence, integrity, and client satisfaction, reinforcing our core values in every project.

Subconsultant Name	Firm Information	Proposed Duties	Contact Information
2R Drilling	DIR # 1000008799 SBE #49138	Drilling Services	Brian Serl, President 6939 Schaefer Ave. Ste, D-304 Chino, CA 91710 909.490.0530
GPRS	DIR #PW-LR-1000386992	Geotechnical Investigation Support	Joseph Hurtado , Project Manager 227 S Electric Ave. Alhambra, CA 918801 626.673.5646
Hixson Backhoe	DIR # 1000006434	Geotechnical Investigation Support	Marie Boulden, Office Manager 37345 Applegate Rd, Murrieta, CA 92563 951.677.6212
ATLAS	DIR # PW-LR-1001002829	Geotechnical Investigation Support	Patrick Lehrmann, PG, PGP Principal Geologist 5750 Johnston, Suite 400 Lafayette, LA, 70503 858.527.0849
Kehoe Testing & Engineering	DIR # 1000017147	CPTs Support	Steven P. Kehoe, President 5415 Industrial Drive Huntington Beach, CA 92649 714.901.7270



Subconsultant Name (Continued)	Firm Information	Proposed Duties	Contact Information
North County Traffic Control	DIR# PW-LR-1000600907	Traffic Control Services	Michael Requilman, President 31222 Rivoli Road Valley Center, CA 92082 760.802.7824
Aragon Geotechnical	DIR # 1000008509	Asphalt Lab Testing	Fernando Aragon, MS, PE., GE Civil Engineer 16801 Van Buren Blvd, Bldg. B Riverside, CA 92504 951.776.0345
Key Inspection Services	DIR # 1000026899	Observation and Testing	David W Kretz, President 8 Kavenish Dr, Rancho Mirage CA, 92270 760.325.3489
Franklin Tsai Inspection	DIR # 1000009747	Inspection Support	Franklin Tsai, President 1117 Euclid Avenue San Gabriel, CA, 91776 schedulefranklin@gmail.com

C. APPROACH TO DELIVERING THE SCOPE OF SERVICES

Geocon understands the scope of services under the On-Call Geotechnical Engineering Services contract, which encompasses a wide range of tasks, including the performance of geotechnical investigations, construction observation and testing, materials testing, pavement evaluations, and geotechnical review services. We have extensive experience providing these services to clients throughout California.

Our approach to delivering services begins with a commitment to clear and timely communication with all interested parties, including City personnel, project teams, consultants, contractors, building authorities, and the general public. Today, this means communication in a variety of ways, including email, virtual teleconference meetings, in-person project meetings, and meetings where the public may be present. In addition, our approach includes the development of well-defined and detailed scopes of work, timely delegation of tasks to qualified personnel, principal-level review, and tracking progress and workflow to promote on-time delivery of services. We approach each project as efficiently and cost-effectively as possible while maintaining a high level of safety for City staff and Geocon project personnel.

APPROACH TO QUALITY ASSURANCE AND PROCESS FOR QUALITY CONTROL

Geocon follows a strict procedure for our quality assurance and quality control methods, which is detailed in Section E. Quality Assurance & Quality Control. In addition, we maintain a Quality Assurance Program specific to our materials testing laboratory. Our QAP includes staff training, equipment calibration by certified independent agencies, and periodic inspection by outside accredited testing and inspection agencies, such as AASHTO, AMRL, CCRL, U.S. Army Corps of Engineers (USACE), and the California Department of Transportation (Caltrans).

Laboratory and materials testing services are performed under the responsibility of our designated project engineer, who is registered in California as a civil engineer. Our QAP program facilitates compliance with project performance standards, schedules, and budgets. This comprehensive plan utilizes a management approach that delineates the interrelationship between management and design team components and describes specific quality control procedures to be used during projects. The program addresses data generation, management, and quality assessment guidelines for our procedures and methods.



APPROACH TO STAFFING, SUBCONSULTANTS, AND DELIVERING TIMELY & QUALITY SERVICE

To maintain project schedules and minimize delays, Geocon maintains regular communication with clients throughout the duration of the project. Our staff understands the importance of direct client communication concerning the scope of work, project milestones, and project deliverables. It is important that Geocon has a clear understanding of the project and client expectations before commencing work. Through advanced planning and establishment of project milestones, potential impacts on the critical path are flagged early to allow for contingency planning, which minimizes risks, delays, and budget overruns.

Geocon is accustomed to working on projects with tight schedules and critical deadlines. The majority of our client's sites/projects are driven by regulatory and/or real estate transaction deadlines. As a result, an integral part of our services is the ability to meet strict timelines.

We can meet a widely varying task load and potentially compressed schedules due to our large base of professionals, tested system of project methods and documentation, and flexible management approach. This allows technical personnel to work on several projects at once without sacrificing quality.

Geocon regularly completes projects on schedule and is conscious of the importance of timeliness during report preparation and when responding to questions from the project team throughout the duration of the project. Documents are provided to the project team in electronic (pdf) format to keep projects moving forward expeditiously. Reports are typically sent electronically via email and by hard copy via overnight mail once completed. This allows the project team more time to complete their tasks while waiting for the final documents.

Subconsultant/subcontractor services are managed as if they are part of Geocon. The project manager will initiate contact with the sub early on in the process to define schedule, budget, and field activities and identify any potential issues on the site that may impact field activities. Geocon holds its subs to the same quality and performance standards that we operate by, which in turn provides the client with the best service possible.



D. FIRM PROFILE

Geocon is a California corporation that was established in 1971. We are a professional engineering consulting firm providing comprehensive geotechnical, geologic, construction inspection, and environmental engineering and consulting services. In addition to these services, we operate in-house soils and materials testing laboratories and provide environmental remediation contracting (cleanup) services.

Geocon has six offices located in Southern California, providing well-positioned geographic coverage to promptly, efficiently, and cost-effectively service our clients' needs. We employ a staff of over 300 technically strong, highly motivated engineers, geologists, environmental scientists, technicians, and special inspectors. Our managing principals are practicing professional geologists or engineers who actively manage projects and assign and mentor technical staff. Each office is supported by state-of-the-art inventories of field equipment and instrumentation, comprehensive technical libraries, and modern data-management systems. Laboratory testing services are performed in an inhouse soils and materials testing laboratory accredited by the American Association of State Highway and Transportation Officials (AASHTO), State of California Department of Transportation (Caltrans), Cement and Concrete Reference Laboratory (CCRL), Division of State Architect (DSA), and the City of Los Angeles.

The average professional staff member has more than 10 years of experience at Geocon alone and has sufficient training and experience to respond to accelerated schedules without encountering procedural problems or sacrificing the quality of work products. Our friendly company culture promotes excellent working relationships with our clients, and many clients have said that we function much like their own employees: a direct extension of their team.

Geocon is fully staffed and responsive in meeting the needs of individual clients. Our size is such that our trained professional, technical, and support staff are able to respond quickly to varying task requirements and multiple concurrent projects. This is achievable through Geocon's unique organizational structure that permits efficient, competent, professional services for every project, irrespective of the size or complexity of the task. Associate-level project review and oversight are provided for all projects.

E. LOCATION

Geocon's local office in Loma Linda, CA, will service this on-call contract. The map below depicts the proximity of our office (just 20 miles down the I-10 Freeway) from Beaumont City Hall. This short distance will ensure an expeditious and unmatched response time to any of the City's needs. Our team is also supported by our two local regional offices in Riverside County, in Murrietta, and La Quinta, California, in addition to our other offices in Irvine and Burbank.

FIRM OVERVIEW

TYPES OF SERVICES

Geotechnical Engineering Engineering Geology Construction Inspection Soils and Materials Testing Laboratory Environmental Services

LOCATIONS

San Diego (HQ) | San Diego County Burbank | Los Angeles County Irvine | Orange County Loma Linda | San Bernardino County Murrieta | Riverside County La Quinta | Coachella Valley Rancho Cordova | Sacramento County Livermore | Alameda County Fairfield | Solano County







F. RESUME OF LEAD CONSULTANT



LISA BATTIATO, CEG, APM, LEED AP

REGIONAL MANAGER/SENIOR GEOLOGIST

Ms. Lisa Battiato has more than 28 years of experience providing geologic consulting services throughout California. Her experience encompasses a wide range of projects, including transportation and water infrastructure; educational, medical, commercial, and industrial facilities; mixed-use and multi-family residential developments; and other large-scale land developments. Her technical expertise includes seismic hazard analyses; subsurface fault, landslide,

liquefaction, and geotechnical investigations and assessments; geologic mapping; pavement distress mitigation; geotechnical services during utility installation and roadway construction; geologic evaluations of levee stability; project management services for large, hillside grading projects; and supervision of materials testing services during construction. Ms. Battiato has been actively involved in determining methods and designs necessary for slope stabilization, seepage, mitigation of collapsible soils, induced soil settlement, expansive soils, subsurface dewatering, and drainage.

The following summarizes Ms. Battiato's extensive experience managing on-call contracts in a scope similar to those services requested in this RFP. *Her full resume, discussing her experience on these contracts, is provided in the appendix, as resumes are excluded from the page limit, which is consistent with Q&A #5 found in addendum #1.*

- ✓ CITY OF INDIO, ON-CALL MATERIALS TESTING SERVICES
- ✓ CITY OF WILDOMAR, ON-CALL GEOTECHNICAL AND MATERIALS TESTING, WILDOMAR, CALIFORNIA
- ✓ CITY OF MURRIETA ON-CALL GEOTECHNICAL ENGINEERING SERVICES, MURRIETA, CALIFORNIA
- ✓ CITY OF TEMECULA, GEOTECHNICAL AND MATERIALS TESTING SERVICES CONTRACT
- ✓ CITY OF MENIFEE, ON-CALL GEOTECHNICAL CONSULTANT
- ✓ CITY OF LA QUINTA, ON-CALL GEOTECHNICAL CONSULTANT
- ✓ SAN BERNARDINO COUNTY, ON-CALL SOILS & MATERIALS TESTING AND INSPECTION SERVICES, SAN BERNARDINO, CALIFORNIA
- ✓ RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT, ON-CALL GEOTECHNICAL AND MATERIALS TESTING SERVICES, RIVERSIDE
- ✓ COUNTY, CALIFORNIA
- ✓ EASTERN MUNICIPAL WATER DISTRICT, ON-CALL GEOTECHNICAL CONSULTANT, RIVERSIDE COUNTY, CALIFORNIA
- ✓ RCFC & WCD, ON-CALL GEOTECHNICAL ENGINEERING & ANCILLARY SERVICES, RIVERSIDE COUNTY, CALIFORNIA

EXP	ERIENCE
28 y	ears
EDU	CATION
-	BS, Geology, University of California, Riverside
REG	ISTRATIONS
ŀ	CA: Certified Engineering Geologist, No. 2316 CA: Professional Geologist, No. 7512
CER	TIFICATIONS
-	Accredited Pavement
	Manager
-	LEED Accredited
	Professional
-	Envision Sustainability Credential
-	Geothermal Professional
-	OSHA 40-Hour
PRO	FESSIONAL ORGANIZATIONS
-	APWA
-	AEG
-	ASCE
2	Cal APA IGS



G. KEY PERSONNEL

The **Organizational Chart** on this page outlines our proposed key personnel who will remain in service until the completion of the contract. Full resumes of our key personnel discussing their experience and qualifications are provided in the appendix, as resumes are excluded from the page limit consistent with Q&A #5 found in addendum #1.

This contract will be managed by Lisa Battiato, CEG, APM, LEED AP, Senior Geologist, and Regional Manager, who brings extensive experience in geologic assessments and project oversight. Her leadership will be vital in navigating complex geotechnical challenges and ensuring compliance with environmental regulations. Lisa has successfully managed numerous projects, including overseeing geotechnical services for infrastructure improvements throughout San Bernardino and Riverside Counties. She brings an expert level of expertise to the geologic and geotechnical conditions surrounding Beaumont, CA, due to her wealth of geotechnical experience within the area.

Supporting her **is Neal Berliner, GE**, President/Principal Engineer, who has a wealth of experience in civil engineering and geotechnical investigations. His role will focus on providing leadership and ensuring engineering integrity and quality assurance for the services provided in this contract. Neal's expertise includes the management of large-scale public works projects, making him well-suited to guide the engineering efforts for this contract.

The engineering team features Andrew Shoashekan, PE, and Ashleigh Love, PE, who will handle project engineering and technical compliance. Andrew has a proven track record in managing complex geotechnical studies and construction projects; Ashleigh's experience includes ensuring adherence to engineering standards and practices in various public initiatives. Their collaborative infrastructure approach will enhance the project's technical execution and compliance.

Kai Parker, our Field Supervisor, will coordinate field operations and lead the inspection team, ensuring that all site activities align with project specifications and safety standards.

Supporting the engineering team is our experienced inspection and laboratory staff, including Erik Bezanson, Brandon Crow, Oscar Morales, Alexander Bouillon, and Jesse Arellano, who collectively bring over 60 years of experience in geotechnical observation and materials testing. Their project experience spans



various public works and infrastructure projects, such as the **City of Yucaipa's Sidewalk Installation** and the **City of Hesperia's Recycled Water System**. Additionally, **Phillip Stephens** and **Steven Pigadiotis**, as Regional Laboratory Manager and Laboratory Manager, respectively, ensure high-quality laboratory testing services, supporting compliance and performance standards across all materials tested.

Geocon will be assisted by subcontractors/consultants from time to time, as needed, to perform aspects of the scope of work. These subs will include 2R Drilling - Drilling Services, GPRS - Geotechnical Investigation Support, Hixson Backhoe - Geotechnical Investigation Support, ATLAS - Geotechnical Investigation Support, Kehoe Testing & Engineering - CPTs Support, North County - Traffic Control Services, Aragon Geotechnical - Asphalt Lab Testing, Key Inspection Services - Observation and Testing, Franklin Tsai Inspection - Inspection Support.

Together, this dedicated team combines technical expertise and field experience to deliver successful project outcomes for the City of Beaumont.



H. REFERENCES

The table presented below summarizes our reference in regard to our experience as well as the contact reference. Please refer to the appendix (per addendum 1, Q&A#12) for the full description of the services provided for the references presented below.

Agency & Service Provided	Reference		Contract Date and amount	
City of Banning Offsite Infrastructure for Atwell Community Development	City of Banning 99 E. Ramsey Street Banning, CA 92220 (C/O Pardee Homes)	Nathan Smith Deputy Director of Public Works/ City Engineer (951) 922-3182 nsmith@banningca.gov	Duration 2016-June 2019 Contract AMT. \$470,493	
City of Indio On-Call Geotechnical and Materials Testing Services	City of Indio 83-101 Avenue 45 Indio, CA 92201	Juan Raya Principal Civil Engineer (760) 541-4225 jraya@indio.org Donn Uyeno, PE Principal Civil Engineer (760) 391-4028 duyeno@indio.org	Duration May 2012-Ongoing Contract AMT. \$528,200	
City of Temecula On-Call Geotechnical & Material Testing	City of Temecula 41000 Main Street Temecula, CA 92590	Ron Moreno, Assistant Director 951.506.5165 ron.moreno@temeculaca.gov	Duration July 2015-Ongoing Contract AMT. \$647,000	
City of Wildomar: On-Call Geotechnical and Materials Testing Services	City of Wildomar 23873 Clinton Keith Road, Sui 201 Wildomar, CA 92595	Jason Farag, PE teDirector of Public Works 951.677.7751 ext 219 jfarag@cityofwildomar.org	Duration June 2018 - Present Contract AMT. \$150,000	
City of Menifee On-Call Geotechnical Services for Capital Improvements Projects	City of Menifee 29844 Haun Road Menifee, CA 92586	Chet Robinson Principal Engineer (951) 672-6777 crobinson@cityofmenifee.us	Duration August 2018 – Present Contract AMT. \$105,000	
Eastern Municipal Water District As Needed Geotechnical Services Riverside County, California	Eastern Municipal Water District (EMWD) 2270 Trumble Road Perris, California 92570	William Chen, P.E. Associate Civil II Engineer(951) 928- 3777, ext. 6208 chenw@emwd.org	Duration: September 2017 – Present Contract AMT. \$141,000+	
Riverside County Transportation Department On-Call Geotechnical and Materials Testing Services	Riverside County Transportation Department (RCTD) 2950 Washington Street, Riverside, CA 92504	Patrick T Berg Technical Engineering Unit Supervisor RCTD Materials Laboratory (951) 955-6812 pberg@rivco.org	Duration August 2019 – Present Contract AMT. \$3.3M	



I. SCOPE OF SERVICES

GEOTECHNICAL & GEOLOGIC INVESTIGATIONS

Geocon will perform geotechnical and geologic investigations for the evaluation and assessment of geotechnical parameters required for the design of streets, highways, recreation areas, synthetic turfs, parks, playgrounds, sports fields, structures, and other capital improvements as requested by the City. Evaluation of stormwater infiltration will also be included as required. Investigations will include all necessary laboratory testing and geotechnical and geologic analyses. Reports will include recommendations for mitigating adverse soil conditions and will address all constructability issues with respect to earthwork, paving, and foundation design. Our scope of work for geotechnical and geologic investigations will typically include the following tasks:

PRE-FIELD ACTIVITIES/SET-UP

- Confirm with the project manager that the scope of work complies with project requirements.
- Identify the proposed boring and test pit locations with stakes and white paint in the field.
- Coordinate proposed exploration locations with site facilities personnel as necessary.
- Contact Underground Services Alert (USA) two working days prior to performing the exploration.
- Obtain the required excavation, well, or encroachment permits, as necessary.
- Retain drilling/excavation equipment (drill rig, backhoe, excavation crew, etc.) for the field exploration.

FIELD ACTIVITIES/EXPLORATION

Field activities and exploration services will include implementing the planned exploration and testing program, which may include, but will not be limited to, the following tasks:

- Geologic mapping
- Exploratory borings (hand auger, bucket auger, rotary wash, hollow-stem auger, etc.)
- Downhole logging of bucket auger borings
- Exploratory test pits and/or trenches
- Cone Penetration Testing
- Geophysical testing (seismic refraction/reflection, downhole geophysics, etc.)
- In-situ testing
- Fault trenching
- Logging and material classification
- Collection of soil/rock samples (disturbed and undisturbed)
- Percolation testing
- Backfilling excavations

LABORATORY TESTING

The laboratory testing program for each geotechnical investigation is tailored specifically to the needs of each project and is contingent upon the types of earth materials encountered, the weight and nature of the proposed improvement, the depth of the proposed excavation, and the requirements of the building official. Laboratory tests may include, but will not be limited to, the following:

- In-Situ Density and Moisture Content
- Shear Strength
- Consolidation (Collapse)
- Expansion (Swell)
- Classification tests (Gradation, Hydrometer, Atterberg Limits)
- Earthwork/paving-related tests (Proctor, Relative Compaction, R-Value, and Sand Equivalent)
- Water-soluble sulfate, Chloride, pH, and Resistivity (concrete and utility pipe corrosivity design)
- Hydraulic Conductivity
- Agronomic testing for planting suitability


ENGINEERING AND GEOLOGIC ANALYSES AND REPORT PREPARATION

Upon completion of the field exploration and laboratory testing programs, engineering and geologic analyses will be performed to develop conclusions and determine the most cost-effective and constructible recommendations for the mitigation of geologic issues, slope instability, and/or design and construction of the proposed structures/improvements. Our analyses may include, but will not be limited to, the following:

- Evaluation of geologic conditions, including slopes, nearby faults, and other geologic hazards.
- Evaluation of the potential for surface fault rupture.
- Evaluation of expected ground motions from deterministic and probabilistic seismic hazard analysis.
- Static and Pseudo-static slope stability analyses for temporary and permanent slopes.
- Evaluation of soil/geologic materials and consideration of excavation difficulties.
- Assessment of excavated earth materials and suitability for reuse or disposal.
- Assessment of demolished construction materials and suitability for incorporation in engineered fills.
- Evaluation of groundwater conditions, seepage, and static groundwater table.
- Evaluation of soil conditions for suitability of stormwater infiltration.
- Evaluation of soil conditions for Liquefaction and seismic settlement potential.
- Evaluation of corrosion potential for concrete and utility pipes in direct contact with site soils.
- Evaluation of shallow and deep foundation systems with appropriate soil-bearing values.
- Assessment of soil compressibility and settlement characteristics under different loading conditions.
- Assessment of soil expansion potential and mitigation measures.
- Determining the soil modulus of subgrade reaction.
- Evaluation of existing and proposed underground utilities.
- Design and construction recommendations for:
 - Shallow spread and/or deepened foundations.
 - Retaining walls and sound walls.
 - o Concrete slabs, flexible and rigid paving sections, including treatments for the base and paving subgrade.
 - Temporary and permanent excavations, including sloping and shoring measures.
 - Suitability of soils for stormwater infiltration.
 - o Site drainage and any other project-specific recommendations are required.

Geocon will then prepare written reports (draft and/or final) in accordance with the 2019 California Building Code, presenting our findings, conclusions, and recommendations regarding the geotechnical aspects of the planned improvements. In addition to the items above, the reports would include logs and maps of the exploratory excavations and laboratory test results. If preliminary reports are needed, geologic hazard reports with geotechnical recommendations can be provided.

GEOTECHNICAL OBSERVATION, MATERIALS TESTING & INSPECTION SERVICES

Geocon's technicians and inspectors (inspection staff) are seasoned, highly qualified, and maintain certifications including, but not limited to, Caltrans, County of Los Angeles, City of Los Angeles, International Code Council (ICC), American Concrete Institute (ACI), American Welding Society (AWS-CWI), Division of the State Architect (DSA), American Society for Nondestructive Testing (ASNT), and the American Portable Nuclear Gauge Association (APNGA). The proposed inspection staff for this contract have the necessary certifications to perform the inspection and testing services outlined in the Scope of Work of the RFP. Our inspection staff will be 100% available throughout the contract duration. Our standard testing and inspection procedures are as follows:

 When Geocon receives an inspection request from the Construction Manager [Project Manager, Superintendent, Owner's Authorized Representative, Project Inspector (IOR)], we will document the request in writing on an inspection request form, filling in the date and time of the inspection, type of inspection requested, the person requesting the inspection, and the contact's phone number.



- We will verify that the person requesting the inspection is the Construction Manager or has been authorized by the Construction Manager to request the inspection. Once the information has been verified, our dispatch will schedule the inspection with an appropriate inspection staff member.
- On the day the inspection request is scheduled, Geocon's inspection staff member will meet the Construction Manager on-site to verify the type and location of inspection needed.
- Inspections will be performed in accordance with project specifications and City requirements.
- The inspection staff member will provide daily written reports of inspection indicating compliance or non-compliance, which are to be signed by the Construction Manager before the inspection staff member leaves the project site each day. The reports will include information about our inspection staff members arrival and departure time, and very specific details about activities being performed each day.
- The inspection staff member will obtain samples, as required, and transport them to our in-house laboratory for testing and analysis. Material strength verification reports will be presented to the construction manager via email or fax on the same day strength verification breaks are performed.

Geocon will only acknowledge inspection requests from the Construction Manager or designated representative. When called for inspection, Geocon's inspection staff member will first check in with the Construction Manager upon arrival at the job site. All project activities will be documented daily on field reports indicating whether or not the construction work and materials testing were performed in accordance with project requirements. Any problems will be reported immediately to the Construction Manager. Copies of material delivery tickets will also be collected and maintained. The daily field reports prepared by Geocon will be signed by the Construction Manager prior to Geocon leaving the job site. One copy of each field report will remain on the job site. All material samples will be properly labeled with the project name, the date the sample was collected, and the sampling location. Samples will either be temporarily stored on-site in an approved location or immediately transported to our soil and materials testing laboratory for testing and analysis.

Inspection and testing services will be performed by soil technicians, deputy inspectors, and special inspectors as required. In order to be as cost-effective as possible, it is our intent to provide simultaneous inspections and testing services for different disciplines (geotechnical/deputy/special inspections) with a single, highly qualified inspection staff member, eliminating the need for a second inspector whenever possible. The selected inspection staff member will be equipped with a vehicle and sufficient field testing equipment (including a nuclear density gauge) to collect samples and provide in-place density test results in the field. A multi-certified inspection staff member will be provided for oversight and inspection as required. Field reports will be prepared and submitted on a daily basis and will be reviewed by a licensed engineer. Copies of all daily inspection reports and other required documents will be submitted with each invoice, and copies of all documents will be maintained in electronic format (pdf) for emailing at any time.

DELIVERABLES

Geocon will prepare reports summarizing all observations, test results, analyses, and recommendations for services in a timely manner. Copies of the reports will be provided in electronic and/or hard copy format to allow projects to keep moving forward within the construction schedule.

It is Geocon's standard practice to have daily field reports signed by the on-site client-designated representative. Following field inspection services, Geocon's inspector will provide a hand-written copy of the completed field report for signature to the Construction Manager prior to departure. Geocon will submit copies of each certified written report of each inspection, test, or similar service to all parties as coordinated with the Construction Manager. Written reports of each inspection test shall include, but not be limited to, the following information:

- Date of issuance
- Project title and number
- Consultant name and contact information
- Dates and locations of samples, tests, or inspections
- Names of individuals making the inspections or the tests
- Time of arrival and time of departure
- Designation of the work or test methods



- Identification of product, specification section, and drawing
- Complete inspection or test data
- Test results and interpretation of test results
- Ambient conditions at the time a sample is taken/tested
- Comments or professional opinion as to whether inspected or tested work complies with contract document requirements
- Name and signature of laboratory inspector
- Recommendations for re-testing

Reports will include a description of deficiencies noted and corrective action undertaken to resolve such deficiencies. Deficiencies observed will immediately be brought to the attention of the Construction Manager. In the event that deficiencies are not corrected or if an interpretation of the contract documents is required, the Construction Manager will be notified.

Geocon will maintain a deficiency list of all items not corrected and will re-inspect the area after the deficiency has been corrected. Items to be listed will include:

- Description of the deficiency
- Date and time the deficiency was observed
- Who was notified of the deficiency
- Date of the re-inspection
- Description of the corrective action taken

Geocon is prepared to attend all relevant project meetings and regularly attends project meetings at the request of the project team. It is a standard practice for Geocon that all overtime work is authorized prior to performing any work by the Construction Manager. Geocon inspectors do not perform any work without the client's request/approval. All fieldwork is approved on a daily basis for time and inspection services performed.

PAVEMENT INVESTIGATIONS & DESIGN

Pavement engineering services will consist of surface and subsurface soil investigations, testing (relative compaction, R-value, sieve analysis, shear, etc.), evaluation, and geotechnical inspection services. Materials testing and inspection of conventional and rubberized asphalt-concrete pavement both at the asphalt plant and at the job site will be performed, including aggregate stockpile at the source, rock and sand base, paving asphalt, liquid asphalt, and emulsion, etc. Subgrade tests will be performed for any unusual characteristics that may cause early failures in the pavement sections. Street structural section evaluations, including pavement deflection testing, analysis, and recommendations, will be performed. In addition, Geocon will provide laboratory services, data collection, asphalt-concrete batch plant inspection, preparation, and submission of engineering reports consisting of test results with interpretation analysis and recommendations.

Our work plan for providing pavement engineering services is as follows. First, we will meet with the City to identify the project limits, pavement history, and project goals. Second, we will walk the site to determine the types and severity of distress and areas that could be cored due to distress. Third, we will mark the site and notify the Underground Service Alert to see if there are any utility conflicts. Fourth, we will obtain an agency encroachment permit, prepare a traffic control plan, and arrange for traffic control during the field exploration. Fifth, we will conduct the field exploration program, which will consist of coring the pavement and obtaining samples of asphalt-concrete base and subgrade. A project-level investigation should be conducted every 500 feet on alternating right, center, and left sides of the pavement to obtain a complete picture of the roadway. Thicknesses will be needed and will dictate remediation recommendations, gradation, and R-value. Sixth, we will prepare a geotechnical report providing distress evaluation per MicroPaver parameters, description of asphalt-concrete base and subgrade, core locations, laboratory test results, and remediation recommendations that achieve the City's goals within the specified rehabilitation budget.



Pavement engineering services will include, but not be limited to, the following tasks:

- Surface and subsurface soil investigations, testing (relative compaction, R-value, sieve analysis, shear, etc.) evaluation, and geotechnical inspection.
- Material testing and inspection of conventional and rubberized asphalt concrete pavement both at the asphalt plant
 and at the job site, including aggregate stockpile at the source, rock, and sand base; paving asphalt; liquid asphalt;
 and emulsion, etc. Subgrade test for any unusual characteristics that may cause early failure to the pavement section.
- Street structural section evaluations, including pavement deflection testing, analysis, and recommendation.
- Other geotechnical/soil engineering and materials testing, as needed.
- Provided laboratory services, data collection, asphalt-concrete batch plant inspection, preparation, and submission
 of engineering reports consisting of test results, interpretation analysis, and recommendations.

SAMPLE SCHEDULE FOR PAVEMENT AND SOILS MATERIAL REPORTS:

Task	Description	Timeline	Personnel	
Meet with/ Client	Identify project limits, pavement history, & goals of the client	1 Day	GE/CEG- PM	
Site Walk & Pavement Evaluation	Walk site to determine types and severity of distress, areas that could be cored due to distress	1-3 Days	GE/CEG- PM	
Mark Site & Notify USA	Mark boring locations, call in USA notification, site meet if there are utility conflicts	1 Day	Staff Eng./Geo.	
Permitting	Obtain agency encroachment permit, prepare traffic control plan, arrange traffic control	6-8 Locations = 3- 5 Days	Staff Eng./Geo.	
Field Exploration & Laboratory Testing	Core pavement, obtain samples of AC base, subgrade- project level investigation should be cored every 500 feet, in alternating right, center, and left sides of pavement to complete picture of roadway- thicknesses are needed and will dictate remediation recommendations, gradation, & R-Value	3-5 Days	Laboratory	
Analysis & Report Preparation	Prepare geotechnical report providing distress evaluation per MicroPaver parameters, description of AC, base, and subgrade, core locations, lab test results, and remediation recommendations that achieve the agency goals within the specified rehabilitation budget	14 Days	GE/CEG- PM	

Project Duration: Estimated 23 – 27 working days.

Estimated Hours for Project Manager: 10

Estimated Hours for Project Engineer: 20

GEOTECHNICAL REPORT REVIEW SERVICES/PLAN CHECK

Our geotechnical reviews are typically conducted by a team of engineers and geologists. The purpose of the review is to assess other geotechnical consultants' findings and opinions on a given project or site. Our reviews focus on their approach to the collection of data (versus industry-accepted standard practices), compliance of recommendations with minimum code standards, completeness of assessment, consistency of data with conclusions, and standards of practice, as well as to identify areas where proposed designs may lead to future significant problems. Each reviewer is a licensed geotechnical engineer and/or geologist with considerable experience practicing in the discipline.

Under this contract, review services will be provided on proposed projects subject to the Alquist-Priolo Earthquake Fault Zoning Act, Seismic Hazards Mapping Act, California Building Code, Standard Specifications for Public Works Construction, and/or Caltrans Specifications/Standards and other projects within the City, as deemed necessary by the City Engineer or the Building Official.

Based on the City's outline of services and our experience providing these services to public and private clients, we propose the following scope of services. Each of these tasks is provided in more detail below.

- Review the provided geotechnical documents and relevant project information.
- Perform a site visit to familiarize ourselves with current conditions.
- Review published documents, geologic maps, and other geological and geotechnical literature pertaining to the site and surrounding area to aid in evaluating geologic conditions.



- Prepare a geotechnical review letter citing compliance/non-compliance with Building Code requirements, and present our conclusions, professional opinions, and, if warranted, a request for clarification and/or additional studies to be performed if deficiencies are present.
- Mark up plans or generate a plan review letter indicating corrections/deficiencies, if any.
- Attendance at meetings as deemed appropriate/needed by the City.

We anticipate that our scope of service for each identified task will be generally consistent with that outlined in Exhibit A, Scope of Services presented as part of the RFP. Where applicable, additional suggested scope and/or discussion are included and highlighted below.

REVIEW OF THE PROPOSED GEOLOGIC AND GEOTECHNICAL STUDY

The City may request a review of the preliminary geologic and geotechnical scopes of work.

We anticipate this type of review would be requested on technically challenging projects such as those within the State of California Seismic Hazard Zones or Earthquake Fault Zones. Early collaboration with outside geotechnical or geologic consultants will provide the City with appropriate input and reduce the possibility that additional studies are required once each project moves toward City approval. We anticipate that a review of proposed Geologic and/or Geotechnical Studies can be **completed within 3 to 5 working days**, with the results presented in a formal letter.

FIELD REVIEW

The field review phase may include the following tasks:

- Review of available geologic and geotechnical data, including State records and previously prepared technical maps and reports.
- Field mapping of current site conditions for proposed construction (including upslope and downslope areas with potential impacts on the proposed development area).
- Geologic examination of fault trenches was completed for projects located within the earthquake fault zones.
- Geologic and geotechnical engineering evaluation of the project location and available data with respect to proposed construction.
- Photographs of field conditions acquired during site inspections will be maintained by the reviewer's project archives and will be provided to the City upon request.

Geocon has significant experience with fault studies throughout the State of California, including recent evaluations at sites near the Hayward and Concord Faults. We can typically mobilize for field review services within 2 to 4 working days but can also address emergency call-outs on a case-by-case basis. The results of our field review will be presented in a formal correspondence. Independent trench logs prepared by a Certified Engineering Geologist will be provided on an as-requested basis.

REVIEW OF THE GEOLOGIC AND GEOTECHNICAL REPORTS

The review of the Geologic and Geotechnical Report may include the following evaluation:

- The project report conforms to State guidelines.
- That the site conditions have been properly characterized.
- The supporting geotechnical data are adequate and consistent with conclusions concerning site conditions.
- The constraints to the proposed development have been identified and evaluated.
- The geotechnical design criteria and construction recommendations are appropriate for the proposed development.
- The provisions of the Fremont Municipal Code and pertinent policies are satisfied.

The results of our review will be presented in a formal letter containing the l items generally outlined in the following section and other pertinent information. For typical projects, we anticipate issuing a formal review letter **within 3 to 5 working days** after receipt of the subject reports. Large projects or projects with unique complexity may require additional review time and interaction with City staff.



PREPARATION OF A WRITTEN REVIEW LETTER

The Review Letter may include the following:

- Summarize site conditions and potential constraints to the proposed development and recommend action to investigate and mitigate site constraints.
- Recommend either approval or non-approval of a particular development application.
- Describe the conditions that need to be satisfied prior to specific development steps (e.g., issuance of permits, certificates of occupancy).
- Recommend supplemental investigation, technical analysis, or design criteria to be provided in an addendum report.

MEETINGS

Attendance at meetings may be required. We are available within 24 hours of all requests to be present at meetings as the City sees fit.

PROCEDURES

We understand that once the on-call Service Agreement has been executed, we will be assigned project-specific Task Orders. We will work directly with a variety of City project managers to be identified on each project-specific Task Order. For each of these task orders, the city project manager will request the cost of reviewing the project. After the City accepts the cost, we will then be given a Notice to Proceed with the Task Order and will complete the work in a timely manner. We understand that each on-call service agreement will be limited in accordance with the "Payment" and "Not-to-Exceed Compensation" articles of the Service Agreement, after which time the City may elect to extend the service agreement or undergo a new consultant selection process.

J. COST PROPOSAL

Our fees for the term of this contract have been submitted in a separate sealed envelope.

K. ADDITIONAL INFORMATION

PROJECT EXPERIENCE

Please refer to the appendix (per addendum 1, Q&A#12) for the full description of our firm's project experience.



WHY CHOOSE GEOEON?

- ✓ We have continuous relevant and specific experience on municipal on-call professional services contracts.
- Proven track record of completing hundreds of work orders using responsive, cost-effective, and technically competent personnel.
- The Geocon team offers unmatched California-specific geotechnical engineering experience and excellence with no learning curve, "red tape," or bureaucracy.
- ✓ Our Work Order managers are California registered Geotechnical and Civil Engineers, Professional Geologists, and Certified Engineering Geologists who have specific State Parks project experience.
- ✓ We are a **California-only company** with more than 50 years of statewide materials testing experience.
- ✓ Our Work Order Managers have experience with historic structures and culturally sensitive projects.
- ✓ In-house, accredited materials testing labs allow us to guarantee quality control and fast turnaround of results.
- ✓ Our team's geographic distribution is uniquely structured to provide responsive and cost-effective services for State Parks.
- ✓ Our contract manager (Lisa Battiato, CEG) is based in Riverside County, frequently manages projects throughout the Inland Empire, and works seamlessly with our Southern California technical staff.
- ✓ We maintain positive working relationships with local and state regulatory agencies and address their concerns with sound reasoning.
- ✓ We approach the City's projects as an advocate for the City with the ultimate goal of delivering high-quality projects for the city at a reasonable cost.
- ✓ We approach our projects to achieve the City's objectives to the satisfaction of the regulatory agencies.
- ✓ We understand the technical and economic constraints of projects and are able to create practical solutions so that the City's projects can be completed.
- ✓ We use appropriately licensed and qualified specialty subcontractors and subconsultants when needed, many of whom are DBE, SBE, or DVBE firms.
- ✓ We are committed to providing safe working conditions to protect our team members, City employees, and the public.
- ✓ We strive to be a good neighbor company, and we highly value the recognition we have received from our peers for our excellent technical work and contribution to the community.

ADDITIONAL SCOPE OF SERVICES AVAILABLE IN-HOUSE

In addition to the services requested in the referenced RFP, Geocon also provides in-house environmental and instrumentation monitoring services.

ENVIRONMENTAL ENGINEERING

The environmental professionals at Geocon assist clients in complying with federal, state, and local laws and regulations. We provide multi-disciplinary environmental engineering services, including environmental assessments, soil and groundwater investigations, remediation engineering, regulatory compliance, and risk-based corrective action studies.

Our environmental services include:

- Brownfields Redevelopment Studies
- Phase I & II Environmental Site Assessments
- All Appropriate Inquiry (AAI) Studies
- Soil & Groundwater Investigations
 - Risk Assessments & Feasibility Studies
- Groundwater Monitoring
- Asbestos & Lead-Based Paint Surveys
- Naturally Occurring Asbestos Evaluations
- Remediation Engineering Design
- Remediation System Construction
- Remediation System Operation & Maintenance
- Regulatory Compliance / Monitoring
- Air Monitoring

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Indoor Air Quality

- Soil Gas Survey
- Spill Prevention Control Plans
- Aerially Deposited Lead Surveys
- Landfill Assessments
- Litigation Support
- Mine Waste Evaluations
- Underground Storage Tank Removal
- Aboveground Storage Tank Removal / Closure
- Aboveground Storage Tank Installation
- Remedial Excavations
- Construction Management Support
- Asbestos Pipe Removal / Disposal
- Hazardous Waste Management









L. INSURANCE

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APPENDIX - SECTIONS EXCLUDED FROM THE PAGE LIMIT

The appendix contains elements of our response to the RFP that were identified in the RFP and Addendum #1 as being excluded from the page limits, such as resumes and project experience, as well as the signed addenda.

EXDEDIENCE

IGS



F. RESUME OF LEAD CONSULTANT



LISA BATTIATO, CEG, APM, LEED AP

REGIONAL MANAGER/SENIOR GEOLOGIST

Ms. Lisa Battiato has more than 28 years of experience providing geologic consulting services throughout California. Her experience encompasses a wide range of projects, including transportation and water infrastructure; educational, medical, commercial, and industrial facilities; mixed-use and multi-family residential developments; and other large-scale land developments. Her technical expertise includes seismic hazard analyses; subsurface fault, landslide,

liquefaction, and geotechnical investigations and assessments; geologic mapping; pavement distress mitigation; geotechnical services during utility installation and roadway construction; geologic evaluations of levee stability; project management services for large, hillside grading projects; and supervision of materials testing services during construction. Ms. Battiato has been actively involved in determining methods and designs necessary for slope stabilization, seepage, mitigation of collapsible soils, induced soil settlement, expansive soils, subsurface dewatering, and drainage.

The following summarizes Ms. Battiato's extensive experience managing on-call contracts in a scope similar to those services requested in this RFP.

CITY OF INDIO, ON-CALL MATERIALS TESTING SERVICES

Geocon was awarded an on-call soils and materials testing contract with the City of Indio from 2014-2019 and 2019-2022. As the contract manager, Ms. Battiato is responsible for client coordination, personnel resourcing, QA/QC oversight of field services, project budgets and schedules review, and technical reports and letter preparation. To date, Geocon has performed observation and testing services of soils, concrete, and asphalt for

Avenue 43 Dog Park, Burr Park, Avenue 39, Adams Street, and Avenue 40 Street Improvement Project Phase II.

CITY OF WILDOMAR, ON-CALL GEOTECHNICAL AND MATERIALS TESTING, WILDOMAR, CALIFORNIA

Geocon has been providing the City of Wildomar Geotechnical and Materials Testing services under our On-Call contract since 2018. Following an authorized Task Order, Geocon provides Materials Testing and Geotechnical Services for various capital improvement projects. Ms. Battiato serves as project manager as Geocon contributes expertise to various projects encompassing improvements for storm drains, parks, or transportation systems, which may involve the rehabilitation, widening, realignment, or relocation of existing facilities, as well as the construction of new facilities. Additionally, she provides essential geotechnical input for various city issues, including slope failures, rural roadway improvements, and homeowner challenges.

CITY OF MURRIETA ON-CALL GEOTECHNICAL ENGINEERING SERVICES, MURRIETA, CALIFORNIA

Geocon currently provides on-call geotechnical engineering, materials testing, and inspection services for various public works projects throughout the city. Geocon routinely provides services on time and within budget. Ms. Battiato is our contract manager and main point of contact with the city. She is responsible for delegating resources, developing scopes of work, and preparing technical reports/letters.

CITY OF TEMECULA, GEOTECHNICAL AND MATERIALS TESTING SERVICES CONTRACT

Geocon has provided geotechnical and materials testing and peer review of fault hazard reports to the city of Temecula through our on-call agreement since 2015. Some projects include community pool deck replacement investigation and consultation during design, testing during the repaving of Margarita Road, Santa Gertrudis Trail design, Temecula Library Parking Lot Addition & Associated Improvements, geotechnical investigation and construction testing and observation for Pechanga Parkway Widening, and the geotechnical design for the Ynez Road Widening project. Ms. Battiato served as the project manager throughout the duration of these projects under this on-call contract.

28 y	ears
EDU	CATION
-	BS, Geology, University of
	California, Riverside
REG	ISTRATIONS
-	CA: Certified Engineering
	Geologist, No. 2316
-	CA: Professional
	Geologist,
	No. 7512
CER	TIFICATIONS
-	Accredited Pavement
	Manager
-	LEED Accredited
	Professional
-	Envision Sustainability
	Credential
-	Geothermal Professional
-	OSHA 40-Hour
Pro	FESSIONAL ORGANIZATIONS
-	APWA
-	AEG
-	ASCE
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CITY OF MENIFEE, ON-CALL GEOTECHNICAL CONSULTANT

Geocon became an on-call consultant to the City of Menifee in 2018. We have provided geotechnical consultation during the forensic investigation of Paloma Wash Trail for the planning and design of Murrieta Road Pavement Recycling and Widening. We have worked with the city to provide the information needed to make reasonable, cost-effective planning decisions for public infrastructure projects. Ms. Battiato serves as the project manager.

CITY OF LA QUINTA, ON-CALL GEOTECHNICAL CONSULTANT

Geocon has been a geotechnical on-call consultant for the City of La Quinta since 2016. We have provided geotechnical investigations for the design and construction of Calle Tampico, Washington Street, and Avenue 52. We have also provided a geotechnical investigation for the design of the Road Diet program, which redesigned the traffic flows within the Village area of La Quinta to be more pedestrian and bike-friendly. Ms. Battiato serves as the project manager.

SAN BERNARDINO COUNTY, ON-CALL SOILS & MATERIALS TESTING AND INSPECTION SERVICES, SAN BERNARDINO, CALIFORNIA

Ms. Battiato provided project management for the San Bernardino County on-call contract to provide soil and materials testing and inspection to augment County staff. Ms. Battiato worked with Mr. J.D. Gayman on the 29th Street Basin and Cactus Basin. Geocon worked as an extension of County staff and alongside other consulting firms to provide professional, timely, and efficient testing services. The budgets were carefully tracked, and Mr. Gayman was informed of them on a monthly basis. The County requested the project consultant to hire Geocon as a subcontractor to continue to provide testing services for the project after the County's budget ran out.

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT, ON-CALL GEOTECHNICAL AND MATERIALS TESTING SERVICES, RIVERSIDE COUNTY, CALIFORNIA

Geocon is currently contracted with the Riverside County Transportation Department to provide on-call geotechnical and materials testing services to augment the County's in-house resources to deliver necessary road improvement projects for the County's Transportation Improvement Program (TIP) and Land Development Process. As the contract manager, Ms. Battiato is responsible for client coordination, personnel resourcing, QA/QC oversight of field services, project budgets and schedules review, and technical reports and letter preparation.

EASTERN MUNICIPAL WATER DISTRICT, ON-CALL GEOTECHNICAL CONSULTANT, RIVERSIDE COUNTY, CALIFORNIA

Since 2016, Geocon has been a valued on-call consultant to EMWD, diligently providing a comprehensive range of geotechnical services under the adept leadership of Ms. Battiato. From conducting thorough geotechnical investigations to offering trenching recommendations, dewatering investigations, and testing and observation during construction, our commitment to excellence ensures the successful completion of infrastructure projects such as the Salt Creek Sewer, Temecula Valley Recycled Water Main, and McCall Road Sewer Main.

RCFC & WCD, On-CALL GEOTECHNICAL ENGINEERING & ANCILLARY SERVICES, RIVERSIDE COUNTY, CALIFORNIA

As the project manager for Geocon's on-call geotechnical engineering services contract, Ms. Battiato is responsible for developing the scopes of work for geotechnical investigations and laboratory testing programs, performing quality control oversight of testing and inspection services, and authoring reports and letters. Geocon has performed inspection and testing services for several RCFC & WCD projects, including Arroyo Del Toro Channel Stage 1; Romoland MDP Line A, Stage 3; San Jacinto MDP Line C, Stage 2, Lines C4, C5, and B. In addition, Geocon performed percolation and infiltration testing for two sand filter infiltration basins.



G. KEY PERSONNEL RESUMES



NEAL BERLINER, GE

PRESIDENT/PRINCIPAL ENGINEER

As President of Geocon West, Mr. Berliner is responsible for the management of Geocon's technical practice in Los Angeles, Orange, Riverside, and San Bernardino counties. He began his professional career in 1992, gaining geotechnical engineering experience throughout Southern California. His experience encompasses a wide range of projects for both public and private sector clients and includes multi-story

office buildings, regional shopping centers, parking structures, sound stages, studio facilities, educational facilities, mixed-use and multi-family residential developments, large-scale land developments, roadways, paving rehabilitation, bridges, pipelines, solar fields, and more.

Mr. Berliner has expertise in projects requiring deep excavation/shoring and mitigation of groundwater, as well as projects that require drilled and driven piles, micro-piles, stone columns, cement/lime stabilization, soil nails, compaction grouting, underpinning, and ground mitigation. He has a strong background in forensic geotechnical engineering and provides support for project dispute resolution, serving at times as a geotechnical expert witness. He manages large on-call contracts involving both geotechnical and special inspection services and has a reputation for providing creative geotechnical solutions, as well as maintaining outstanding service on projects with critical schedules and budgets. His experience includes:

EXPERIENCE 32 years

EDUCATION

- 1993, BS, Civil Engineering, San Diego State University
 REGISTRATIONS
- CA: Geotechnical Engineer, No. 2576
- CA: Professional Engineer, Civil, No. 57123

CERTIFICATIONS

- Radiation Safety Officer
- Nuclear Density Gauge

ORGANIZATIONS

- CalGeo
- American Society of Civil Engineers
- American Society of
- Foundation Engineers
- U.S. Green Building Council

CITY OF PASADENA DEPARTMENT OF PUBLIC WORKS, ON-CALL SOILS & MATERIALS TESTING SERVICES CONTRACT

Mr. Berliner is the Contract Manager and primary point of contact for the City of Pasadena Department of Public Works On-Call Geotechnical Engineering, Materials Testing, and Inspection Services contract. Geocon was originally awarded the contract from 2005-2006 and was awarded the contract again from 2011-2016. Geocon has provided services on Arroyo/Rose Bowl Drive, Preventative Maintenance of Streets, Green Street and Fair Oaks Avenue, Arroyo and Linda Vista, La Pintoresca Library, roadwork on Walnut Street between Daisy and Sunnyslope, East Side Storm Drain from Belvidere to Mountain Street, roadwork on the corner of Fair Oaks and California, slope failure at 1175 North Arroyo Boulevard, and a storm drain break at East Del Mar Boulevard west of Allen Avenue. Mr. Berliner provides quality control over all technical documents and field activities.

CITY OF LOS ANGELES, ALAMEDA STREET WIDENING, LOS ANGELES, CALIFORNIA

Mr. Berliner was the project manager during Geocon's geotechnical testing and observation services for the widening of Alameda Street from Anaheim Street to Harry Bridges Boulevard. Our services included a polymer injection soil stabilization study, laboratory testing, and preparation of a geotechnical data report (GDR).

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS, AS-NEEDED GEOTECHNICAL ENGINEERING, MATERIALS TESTING, & INSPECTION SERVICES CONTRACTS

Mr. Berliner has over a decade of experience managing Public Works projects through three as-needed contracts for geotechnical engineering, materials testing, and inspection services. To date, Geocon has provided over \$3 million in geotechnical engineering and materials testing services on nearly 100 County projects consisting of parks, medical facilities, libraries, fire stations, parking structures, animal shelters, and various other County structures. Mr. Berliner is the primary point of contact with the County and provides quality control over all technical documents and field activities. Additionally, he manages project budgets and schedules during both the feasibility and construction phases of projects.



ANDREW SHOASHEKAN, PE

PROJECT ENGINEER

Mr. Shoashekan has approximately nine years of experience in the field of geotechnical engineering and a total of 11 years of experience in the field of civil engineering. His experience includes geotechnical, environmental, municipal, and water resources engineering within Orange and Riverside Counties and surrounding areas. His geotechnical engineering experience includes small- and large-scale residential,

commercial, and industrial projects, municipal water and transportation infrastructure projects, and educational facilities projects.

GEOTECHNICAL AND MATERIALS TESTING SERVICES CONTRACT, CITY OF TEMECULA, CALIFORNIA

Geocon has provided geotechnical and materials testing and peer review of fault hazard reports to the City of Temecula through our On-Call agreement since 2015. Some projects include community pool deck replacement investigation and consultation during design,



SUN LAKES BOULEVARD ALIGNMENT, CITY OF BANNING, CALIFORNIA

Mr. Shoashekan provided project management and performed the geotechnical pavement investigation, which included a drilling operation for the new Sun Lakes Blvd alignment. Additionally, geologic and soil conditions were observed and evaluated for culvert design at two creek locations along the new alignment.

HIGHLAND SPRINGS AVENUE IMPROVEMENTS AND WIDENING, BANNING, CALIFORNIA

As Geocon's project engineer, Mr. Shoashekan performed a geotechnical investigation for the Highland Springs Avenue improvements in the City of Banning, California. We excavated five pavement cores to measure the existing pavement section and collect soil for laboratory testing to provide roadway construction recommendations for a new roadway, repaving the existing roadway and tying it into the Beaumont side of the road. Challenges included traffic control, working in a high traffic, and a narrow roadway area. Geocon quickly performed our work with minimal disruption to traffic.

CITY OF MORENO VALLEY, ALESSANDRO SIGNAL & STREET IMPROVEMENTS, MORENO VALLEY, CALIFORNIA

Geocon provided geotechnical observation and testing services during construction for the Alessandro Signal and Street Improvements project located in Moreno Valley, California. Mr. Shoashekan performed testing and observation for base, subgrade, and asphalt concrete.

JACKSON STREET-AVENUE 50 IMPROVEMENTS, INDIO, COACHELLA, AND RIVERSIDE COUNTY, CALIFORNIA

Mr. Shoashekan provided project management quality assurance and control for the improvements of Jackson Street and Avenue 50 in the Cities of Indio and Coachella, as well as the County of Riverside. The proposed improvements consisted of roadway widening and rehabilitation and included the construction of concrete curb and gutter, sidewalk, cross gutters, relocations and grade adjustments of various existing utilities, and other improvements. As the project engineer, Mr. Shoashekan performed the following work: engineering calculations, percolation testing, permit processing, data review, laboratory assignments, work plan preparation, drilling/digging and sampling services, report and table preparation, and utility mark-outs.

ARCHIBALD/HIGHWAY 60 INTERCHANGE, SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, ONTARIO, CALIFORNIA

Mr. Shoashekan served as assistant project manager and provided quality assurance and control of the observation and inspection services during the construction of interchange improvements at Archibald Avenue and State Route 60 in Ontario, California. The proposed development will relieve traffic flow on Archibald Avenue near the SR 60 interchange and upgrade pedestrian access.





ASHLEIGH LOVE, PE

PROJECT ENGINEER

Ms. Love has more than 19 years of experience in the engineering and materials industry, including performing and managing geotechnical engineering services throughout California. Her experience encompasses a wide range of projects, including public infrastructure, city and state facilities, as well as commercial and residential developments. As a project engineer, Ms. Love is responsible for the quality control of concrete aggregates, concrete ready-mix, and their production; geotechnical investigations, earthwork construction, special inspections, and materials testing; interpreting project plans, specifications, building codes, and standards; management of materials laboratory, field testing, QA/QC inspections, and field investigations, and the preparation of technical reports and letters. Recent experience includes:

CITY OF EASTVALE, LIMONITE SEWER SETTLEMENT, EASTVALE, CALIFORNIA

Geocon performed a limited geotechnical investigation for the Limonite Sewer Settlement project. The subject sewer main was constructed and backfilled in 20023 and is generally 20 feet below the ground surface. Settlement and sinkholes appeared in 2017, 2019, and again in 2022. At the time of our investigation, several voids were observed, including ones previously filled. Ms. Leigh helped determine the probable causes for the ongoing



settlement and soil loss and provided multiple options for the City, with removing and replacing existing improvements and existing backfill as the best option.

CITY OF TEMECULA, FIRE STATION 73 NEW GYM & GARAGE WITH STORAGE, TEMECULA, CALIFORNIA

Geocon performed a geotechnical investigation for the proposed new gym and garage with storage at the City of Temecula Fire Station 73 in Temecula, California. The proposed additions consist of demolishing the existing curbs and pavement and constructing a new 1,284-square foot (sf) apparatus bay with an attached 615-sf storage/shop and a new standalone gym. The scope of our investigation included a review of previous geotechnical reports, site reconnaissance, field exploration, percolation testing, laboratory testing, engineering analysis, and the preparation of a geotechnical investigation report. Ms. Love performed project management quality assurance and quality control, as well as engineering calculations, and assisted in authoring technical letters and reports.

WILDOMAR COMMERCE CENTER, WILDOMAR, CALIFORNIA

Geocon provided geotechnical observation & material testing during rough grading for the Wildomar Commercial Center project located at the Southwest Of Clinton Keith Road & Elizabeth Lane Wildomar, California. The project was graded to accommodate five commercial buildings with associated parking and equipment yards. The scope of our work included a review of the previous project report and geotechnical update performed for the overall site, which included the northern Rancon Medical and Educational Center (Parcels 1 through 3) as well as the subject site. Laboratory tests were performed on select soil samples obtained during our geotechnical investigation to evaluate pertinent physical and chemical soil properties for use in engineering analysis. Ms. Love provided quality control and quality assurance management throughout the duration of the project.

EUCALYPTUS WET UTILITY IMPROVEMENTS, ONTARIO, CALIFORNIA

Geocon provided geotechnical observation, concrete sampling, and material testing services for the Euclid/Eucalyptus Wet Utility Improvements project located in the city of Ontario, California. The project included the construction of new wet utilities along Euclid Avenue, as well as portions of Merrill and Eucalyptus Avenues. Wet utilities included the construction of a new reinforced concrete pipe (RCP) storm drain, sewer main, domestic, and recycled water main lines. Ms. Love provided drilling, digging, and sampling, as well as work plan preparation.



PHILLIP STEPHENS

LABORATORY MANAGER

Mr. Phillip Stephens has 13 years of experience performing quality assurance testing in the lab and in the field. He is experienced in calibrating lab and field equipment, overseeing training and evaluating the performance of technicians, and maintaining laboratory accreditations from AASHTO, CCRL, Caltrans, DSA, and OSHPD. Other

laboratory experience includes testing of structural steel, tensile and proof load testing, tensile and bend testing of rebar, strain/tensile testing of uncoated seven-wire for prestressed concrete, compression testing of masonry and masonry prisms, and testing of masonry block absorption and linear shrinkage. In addition, Mr. Stephens is experienced in performing field testing of concrete, locating rebar, pull testing epoxy installed rebar/all thread, determining the moisture vapor emission rate of concrete and the rebound number of hardened concrete, and testing spray-applied fireproofing materials. His experience includes:

COUNTY OF SAN BERNARDINO, DEPARTMENT OF PUBLIC WORKS, ON-CALL SOILS & MATERIALS TESTING AND INSPECTION SERVICES, SAN BERNARDINO COUNTY, CALIFORNIA

Mr. Stephens serves as laboratory manager for Geocon's San Bernardino County on-call contract to provide soil and materials testing and inspection. Geocon works as an extension

EXPERIENCE 13 years EDUCATION

- Vocational TrainingDiploma, Eisenhower High
- School, Rialto, CA

- ACI Strength Testing of

- Concrete
- ACI Field Testing of Concrete
- ACI Base Testing
- ACI Agg 1 & 2
 - ACI Laboratory 1 & 2
 - CT: 105, 106, 125, 201, 202, 205, 216, 217, 226, 227, 229, 504, 518, 521, 533, 539, 540, 556, 557

of County staff and alongside other consulting firms to provide professional, timely, and efficient testing services. Budgets are carefully tracked, and project managers are informed on a monthly basis.

CITY OF CHINO, GEOTECHNICAL ENGINEERING SERVICES, CHINO, CALIFORNIA

Geocon is currently providing the City of Chino geotechnical, testing, observation, and inspection services for projects that include water main replacements, storm drain replacements, and traffic signal improvements. Mr. Stephens serves as Geocon's laboratory manager and supervises all laboratory testing.

CITY OF PASADENA, NORTON SIMON MUSEUM PAVING IMPROVEMENTS, PASADENA, CALIFORNIA

Geocon provided recommendations for the proposed pavement improvements at the Norton Simon Museum. The proposed improvements included the removal and replacement of the parking lots. We provided design recommendations by exploring the site using borings in nine locations. Mr. Stephens performed all laboratory testing to determine pertinent physical soil properties. The tests included maximum density and optimum moisture content as well as R-values.

THE CITY OF ANAHEIM, WATER VAULTS 26,33 & 55, ANAHEIM, CALIFORNIA

Geocon performed geotechnical and material testing and inspection services during the Miscellaneous Water Vaults capital improvement project. The proposed project consisted of the rehabilitation and abandonment of three different water vaults located in the City of Anaheim. Our scope of work included soil and aggregate inspection and compaction testing; asphalt concrete inspection, compaction testing, and sampling; and structural concrete observation and strength testing. Mr. Stephens performed materials testing and laboratory soil testing.

EASTERN MUNICIPAL WATER DISTRICT, TEMECULA VALLEY RECYCLED WATER PIPELINE, TEMECULA, CALIFORNIA

Geocon performed geotechnical observation and testing services during the reclaimed water main construction for the Temecula Valley Reclaimed Water Main project, which was located at various locations in the Riverside County Temecula area. Our scope of work included performing full-time observation and in-place density testing on the earth materials placed and compacted for reclaimed water main backfill, curb and gutter subgrade, pavement subgrade within trenches, aggregate base, and asphalt concrete; performing laboratory tests; and the preparation of a final testing and observation report. As our laboratory manager, Mr. Stephens performed laboratory tests on the fill soil to evaluate optimum moisture content and maximum dry density in accordance with ASTM D1557 and the Hveem density for asphalt concrete in accordance with ASTM D1561.



STEVEN PIGADOTIS



LABORATORY MANAGER

Mr. Pigadiotis has 9 years in the geotechnical industry and a broad skill set in laboratory testing capabilities and certifications. Mr. Pigadiotis performs soil and concrete testing services in the laboratory and soil testing services in the field. He is Caltrans-certified through the JTCP process for both soils and concrete testing services, as well as ACI Certifications, and provides field support for paving-related projects. In

addition, Mr. Pigadiotis is responsible for performing laboratory tests on samples brought into the lab, including Proctor, Moisture Density, Direct Shear, Consolidation, Compressive Strength, and various Caltrans test methods. Mr. Pigadiotis reviews and inputs laboratory data and works with the Professional Engineer overseeing the laboratory to ensure tests are performed and reported correctly. He is responsible for performing the AASHTO quality control testing to maintain laboratory accreditation. He also maintains and calibrates laboratory and field-testing equipment. Some of Mr. Pigadiotis' experiences include:

RCTD, LOWER PALM CANYON LEVEE, PALM SPRINGS, CALIFORNIA

Mr. Pigadiotis performed various laboratory tests, including consolidation, collapse, grain

size analyses, and direct shear testing for the evaluation of three segments of the Lower Palm Canyon Wash Levee evaluation for Riverside Flood Control and Water Conservation District (RCTD).

CITY OF TEMECULA, COMMUNITY RECREATION CENTER POOL, TEMECULA, CALIFORNIA

Geocon conducted geotechnical investigations, observations, special inspection, and materials testing for the Temecula Community Recreation Center's (CRC) existing pool on Rancho Vista Road in Temecula, California. The proposed project involves renovating the pool, adding a new concrete deck, structural reinforcements, a parapet over existing gutters, a shade structure, lights, and drainage enhancements. Our scope included site reconnaissance, marking excavation areas, drilling borings, collecting soil samples, laboratory testing, engineering analysis, and preparing a geotechnical report. Mr. Pigadiotis performed the laboratory testing.

CITY OF INDEO, FIRE STATION 1, INDIO, CALIFORNIA

Mr. Pigadiotis was the laboratory manager for Geocon's testing and observation during the Engine Bay Back Drive Replacement of Fire Station 1 in the City of Indio. He provided management over all laboratory testing and in-field testing. The project's scope of work during the construction included removing the existing concrete back bay drive, base, and subgrade as needed.

SBCTA, ARCHIBALD AT HIGHWAY 60 INTERCHANGE, ONTARIO, CALIFORNIA

Mr. Pigadiotis performed CT216 testing to support field testing operations during the construction of interchange improvements at Archibald Avenue and Highway 60 in Ontario, California. Testing also included laboratory testing of Portland cement concrete, which required testing outside of regular business hours. Mr. Pigadiotis made himself available regardless of the day of the week or time of day to perform the required breaks and get the break data to the construction team so work could proceed on schedule.

CITY OF MORENO VALLEY, CYCLE 7 CITYWIDE PEDESTRIAN & BICYCLE ENHANCEMENTS, MORENO VALLEY, CALIFORNIA

Geocon provided geotechnical observation and testing services during improvements for the Moreno Valley Cycle 7 Citywide Pedestrian & Bicycle Facility Enhancements project located in Moreno Valley, California. Our scope of work included performing in-place density tests on the earth materials placed and compacted at the sidewalk and access ramp subgrade, observation of slurry placement in roadways, and laboratory testing. Mr. Pigadotis performed laboratory tests.

EXPERIENCE 9 years

CERTIFICATIONS

- Nuclear Density Gauge
- ACI Aggregate Base Testing Technician
- ACI Concrete Strength Testing Technician
- Caltrans: CT105, CT125 AGG, CT201, CT202, CT205, CT216, CT217, CT226, CT227, CT229
 - Asbestos Consultant & Site
- Surveillance Technician
- Lead Sampling Technician





KAI B PARKER

STAFF PROFESSIONAL/FIELD SUPERVISOR

Mr. Parker has more than 21 years of experience at Geocon, providing client coordination and scheduling services, managing projects, preparing technical reports and letters, training and maintaining technician standards, and performing soil and materials testing services during construction. He prides himself on his strong work ethic and his

ability to work as an extension of clients' staff. He could read and understand construction plans and specifications as well as effectively communicate with contractors, engineers, and public officials. Mr. Parker has a clear understanding of construction procedures, techniques, and practices and always abides by applicable safety regulations and policies.



Every client he works with greatly appreciates his diligence and professionalism and gives him rave reviews. Mr. Parker also contributes to his industry as the cartoonist for the American Society of Civil Engineers (ASCE) San Bernardino-Riverside Branch, where his comic strip is featured in their monthly newsletter. His experience includes:

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT, PAVEMENT INVESTIGATION FOR MESA DRIVE, HOBSON WAY, AND LOVEKIN BOULEVARD, BLYTHE, CALIFORNIA

Geocon performed a limited geotechnical pavement investigation for Mesa Dr, Hobson Way, and Lovekin Blvd in the City of Blythe, California. As part of our On-Call Consulting Services Contract with the Riverside County Transportation Department (RCTD), we performed the investigation as part of their resurfacing project. Throughout the duration of this project, Mr. Parker performed project management quality assurance and quality control.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, MENTONE ROADWAYS RECONSTRUCTION, MENTONE, CALIFORNIA

San Bernardino County's Department of Public Works requested Geocon perform a geotechnical observation and testing services for the mill and overlay and reconstruction of Crafton Avenue and several other roadways in the Mentone area. Mr. Parker provided project management quality assurance and control, schedule and dispatch support, figure and table preparation, field observation, and authored the final report.

CITY OF MORENO VALLEY, ALESSANDRO SIGNAL & STREET IMPROVEMENTS, MORENO VALLEY, CALIFORNIA

Geocon provided geotechnical observation and testing services during construction for the Alessandro Signal and Street Improvements project located in Moreno Valley, California. As field supervisor, Mr. Parker provided client coordination, figure and table preparation, soil sampling, testing and observation during concrete work, scheduling and dispatch support, and project management quality control and assurance.

EAST SUNNYMEAD BOULEVARD STORM DRAIN, MORENO VALLEY, CALIFORNIA

Geocon provided geotechnical observation and testing performed for the East Sunnymead Boulevard Storm Drain in Moreno Valley, California. Our scope of work included in-place density testing on aggregate base and asphalt concrete, in addition to laboratory testing to evaluate soil types. Mr. Parker was the field supervisor and provided the figure and table preparation to be included in our final report, which he also prepared.

CITY OF MURRIETA, AS-NEEDED GEOTECHNICAL CONSULTING, MATERIALS TESTING, & PEER REVIEW, MURRIETA, CALIFORNIA

Geocon has been providing geotechnical consultation, materials testing, and peer review services to the city of Murrieta since 2012. Geocon has worked with the City staff to provide the services needed effectively and on schedule so that design and construction delays are not incurred. Some projects include Los Alamos Bridge overcrossing, Guava Street and channel improvements, Murrieta Hot Springs Pavement GI, and Cal Oaks Road Pavement GI. Mr. Parker provides project management quality assurance and control, prepares final reports, provides figures and tables, and schedules and dispatches support.



ALEXANDER BOUILLON

INSPECTOR

Mr. Boullon has more than 10 years of experience performing and managing soils and special inspections throughout Southern California. His experience encompasses a wide range of projects, including public infrastructure, commercial and residential developments, educational institutions, multi-story structures, and transportation and water infrastructure. As a special inspector, Mr. Boullon is responsible for the observation and inspection of the placement of construction materials at his assigned work site. Some of his relevant work includes:

CITY OF MORENO VALLEY, ALESSANDRO SIGNAL & STREET IMPROVEMENTS, MORENO VALLEY, CALIFORNIA

Geocon provided geotechnical observation and testing services during construction for the Alessandro Signal and Street Improvements project located in Moreno Valley, California. As field supervisor, Mr. Boullon performed testing and observation during the placement of subgrade, base, and asphalt concrete.

CITY OF WILDOMAR, WILDOMAR STREET REHABILITATION, WILDOMAR, CALIFORNIA

As part of the City of Wildomar's Capital Improvement Program, Geocon performed geotechnical observation and testing for the rehabilitation of Wildomar Street. Our scope of work included performing mix design reviews, aggregate sampling, and laboratory testing before construction. We also performed field sampling during construction, observed the application process, and created field samples for laboratory testing. As an inspector, Mr. Boullon performed testing and observation during the placement of subgrade, base, and asphalt concrete.

CITY OF MENIFEE, MURRIETA ROAD, MENIFEE, CALIFORNIA

Geocon performed a pavement investigation along Murrieta Road from just south of Newport Road to McCall in Menifee, California. The City proposed widening the roadway near Salt Creek and repaving the remaining roadway. The existing roadway was comprised of several generations of paving with trench patches and localized repaving. Geocon strategized with the City to locate pavement cores in areas where critical information was needed for planning and design. The project was carried out by planning alternate core locations ahead of time if utility conflicts were present, which allowed Geocon to move forward without working safely and effectively. Geocon's report provided several pavement recycling options. As an inspector, Mr. Boullon performed testing and observation during the placement of subgrade, base, and asphalt concrete.

CITY OF TEMECULA, PECHANGA PARKWAY WIDENING, TEMECULA, CALIFORNIA

The project was designed to widen and improve Pechanga Parkway from Via Gilberto to North Casino Drive. Geocon's Geotechnical Investigation Report provided recommendations for new pavements, grading, conventional retaining walls, and a plan review. As an inspector, Mr. Boullon observed the creation of concrete and the placement of subgrade, base, and asphalt concrete.

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT ON-CALL, RIVERSIDE, CALIFORNIA

Geocon is providing the Riverside County Transportation Department with geotechnical observation and testing services as per our On-Call contract with the City of Riverside in California. The work includes improvements and new developments throughout the city. Mr. Boullon is working as a special inspector for the projects and provides testing and observation of the placement of aggregate base and asphalt concrete for curb and gutter subgrade and pavement subgrade within the trenches.

EXPERIENCE 10 years EDUCATION Santa Rosa Academy CERTIFICATIONS ACI Grade I Concrete Field **Testing Technician** Nuclear Density Gauge - Caltrans: CT125 AGG, CT 231, CT 375, CT 504, CT 518, CT 539, CT 540, CT 543, CT 556, CT 557 OSHA 30 Forklift Boom/Reach Scissor Lift Fall Protection **ORGANIZATIONS Regional Building Committee** -- Local Development

Committee





JESSE ARELLANO

INSPECTOR

Mr. Arellano has 20 years of experience performing laboratory tests on soils and construction materials and performing soils and special inspections for educational, roadway, and stormwater projects within Southern California. Some of his responsibilities include inspection and testing during construction, observation and testing during rough and fine

grading, and supervision of roadway construction and underground utilities. Mr. Arellano's attention to detail makes him a natural inspector who knows and understands various agency requirements. His relevant experience includes:

CITY OF WILDOMAR, ON-CALL GEOTECHNICAL SERVICES & MATERIALS TESTING

Geocon was selected as Wildomar's sole geotechnical consultant to provide geotechnical services and materials testing for non-federal and federally funded projects. Geocon's role was expanded to include geologic and geotechnical peer review of private development projects within the City. Mr. Arellano serves as an inspector and performs observation during concrete construction, testing, and observation during wall backfill.



CITY OF TEMECULA, GEOTECHNICAL AND MATERIALS TESTING SERVICES CONTRACT

Geocon has provided geotechnical and materials testing and peer review of fault hazard reports to the city of Temecula through our on-call agreement since 2015. Some projects include community pool deck replacement investigation and consultation during design, testing during the repaving of Margarita Road, Santa Gertrudis Trail design, Temecula Library Parking Lot Addition & Associated Improvements, geotechnical investigation and construction testing and observation for Pechanga Parkway Widening, and the geotechnical design for the Ynez Road Widening project. Ms. Arellano serves as an inspector and performs testing and observation during construction of sidewalks, curbs, and gutters; during grading; and during placement of subgrade, base, and asphalt concrete; inspection of rebar; masonry inspection; and inspection of epoxy anchor.

CITY OF TEMECULA, 5TH STREET REHABILITATION, TEMECULA, CALIFORNIA

Geocon provided geotechnical observation and testing services for the construction of streets, sidewalks, curbs, and gutters along 5th Street for the City of Temecula. Our services included compaction, materials inspection, and laboratory testing. Mr. Arellano served as an inspector and provided testing services throughout the project.

RONALD REGAN SPORTS PARK / TEMECULA COMMUNITY POOL, TEMECULA, CALIFORNIA

Geocon was retained through the on-call agreement with the City of Temecula to evaluate and provide geotechnical recommendations for a deteriorating pool deck at the community pool. We worked with the pool schedule to perform concrete coring and geotechnical borings within the deck to determine the cause of the deterioration and provide recommendations for deck replacement. We worked with the City to provide cost-effective and logistically flexible services that would not impact the current pool usage. During construction, Geocon provided materials testing and special inspection services. Mr. Arellano performed rebar inspection, epoxy anchor/rebar inspection and stressing, observation during concrete construction, inspection of drilled-in anchors/epoxy, and testing and observation during grading operations.

CITY OF FONTANA, FOOTHILL BOULEVARD IMPROVEMENTS, FONTANA, CALIFORNIA

Geocon provided geotechnical observation and testing services during improvements of Foothill Boulevard to Oleander Avenue in the City of Fontana. The project included the construction of new medians and turn pockets, overlaying portions of the existing roadway, and installation of new curb and gutter, sidewalks, and ramps. Mr. Arellano performed testing and observation services during the placement of subgrade, base, and asphalt concrete.





ERIK BEZANSON

INSPECTOR

Mr. Bezanson has 19 years of experience with laboratory and field inspection and testing of soils and construction materials. His experience includes observations and testing of building pads, roads, commercial buildings, public works, utility trenches, and concrete batch plant inspection. Mr. Bezanson is trained in the performance of Quality Control in a Construction Material Testing Laboratory, including performing and

supervising performance in sieve analysis, proctors, soil ring density and moisture content, sand equivalent, soil shear testing, and specific gravity of aggregates. Laboratory testing abilities also include compressive strength testing of concrete, mortar, grout, shotcrete, and masonry pavers. He is experienced with in-place density testing of soil utilizing sand cone and nuclear gauge test methods, performing field-testing of concrete placement, including slump, temperature, air content, and molding compressive strength specimens. His recent experience includes:

CITY OF YUCAIPA, 12TH STREET AND 13TH STREET SIDEWALKS, YUCAIPA, CALIFORNIA

Geocon performed geotechnical observation and testing services during the installation of sidewalks along 12th and 13th Streets. The sidewalk installation is part of the Safe Routes to School grant program. Mr. Bezanson performed testing and observation during the placement of subgrade, base, and asphalt concrete.

CITY OF MENIFEE, PALOMAR WASH TRAIL IMPROVEMENTS, MENIFEE, CALIFORNIA

Geocon provided geotechnical observation and testing services during the construction of the Palomar Wash Trail Improvements project as part of our On-Call contract with the City of Menifee. The project's proposed improvements include the removal and replacement of existing asphalt concrete pavement, accessible ramps, landscape features, hardscape features, and the construction of a pedestrian crosswalk. Mr. Bezanson performed testing and observation services during the placement of subgrade, base, and asphalt concrete.

City of Newport Beach, Balboa Boulevard Median Widening and Improvements, Newport Beach, California

Geocon performed geotechnical testing and observation services during the Balboa Boulevard Median Widening and Improvements project. The project consisted of the removal of existing roadways, installation of concrete medians, curb and gutter, asphalt concrete, lighting, landscaping, stormwater irrigation, and slurry sealing. Mr. Bezanson performed testing and observation services during the placement of subgrade, base, and asphalt concrete.

CITY OF HESPERIA, CDBG STREET REHABILITATION - FY 2016/2017, HESPERIA, CALIFORNIA

Geocon was selected to provide on-call materials testing and inspection services for this major city streets improvement project. Mr. Bezanson served as the lead inspector for this project. His responsibilities included geotechnical observation and testing on a full-time basis during pavement rehabilitation of city streets, which also included the Full Depth Reclamation (FDR) process and paving of the new asphalt concrete surface. The project involved approximately 43,500 square yards of FDR and 8,570 tons of asphalt concrete. Observed and tested the concrete treatment of 7,200 feet of Santa Fe Avenue to mitigate yielding subgrade.

CITY OF HESPERIA, RECYCLED WATER SYSTEM – PHASE 1A PROJECT, HESPERIA, CALIFORNIA

Geocon was selected to provide full-time materials testing and inspection services for this major city's recycled water system project. Mr. Bezanson observed and tested the backfill and soil compaction for 60,000 LFT of the recycled waterline. Mr. Bezanson also observed and tested the street subgrade and base compaction and provided observation for the placement and compaction of asphaltic concrete (AC) during street reconstruction.

Experience 19 years

EDUCATION

- California State University, Fullerton, Geology
- Mt. San Antonio Community College

CERTIFICATIONS

- ICC Inspector No 5308543
- ICC Master of Special Inspection
- ICC Soils Special Inspector
- DSA Inspector no. 6396-Masonry
- ICC Structural Welding Special Inspector
- ICC Structural Steel and Bolting Special Inspector
- ICC Spray Applied Fire Proofing Special Inspector
- ICC California Commercial Building Inspector
- ICC Structural Masonry Special Inspector
- ICC Reinforced Concrete
- L.A. County Concrete
- Special Inspector
 ACI Field Technician –
- Grade I
- Nuclear Density Gauge





BRANDON CROW

INSPECTOR

Mr. Crow has over 8 years of experience performing testing and inspection services as a special inspector. He has experience in a variety of public works construction projects. Mr. Crow is knowledgeable of industry and building code requirements. He has excellent documentation skills, as well as an aptitude for identifying potential

issues early in a project. His experience encompasses a wide variety of services, including inspection and testing, observation of rough and fine grading, and supervision of roadway and underground utility construction. He has provided inspection and testing services for caissons and drilled/driven pile installation, shoring system installation, reinforced concrete, masonry, and fiber-reinforced polymer. Some of his relevant project experience includes:

CITY OF YUCAIPA, 12TH STREET AND 13TH STREET SIDEWALKS, YUCAIPA, CALIFORNIA

Geocon performed geotechnical observation and testing services during the installation of sidewalks along 12th and 13th Streets. The sidewalk installation is part of the Safe Routes to School grant program. Mr. Crow performed testing and observation during the placement of subgrade, base, and asphalt concrete.

MADISON STREET IMPROVEMENTS, INDIO, CALIFORNIA

Geocon was selected to provide materials testing for street improvements, which involved upgrading underground water utilities and removing and replacing asphaltic concrete (AC). Mr. Crow observed and tested the street subgrade and base compaction, as well as provided observation for the placement and compaction of asphaltic concrete (AC) during street reconstruction.

EXPERIENCE

8 years

EDUCATION

- Mt. San Jacinto Community College
- Larson Inspection Training, Norco, California

CERTIFICATIONS

- DSA Inspector no. 6224 -Masonry
- DSA Inspector no. 6246-Shotcrete
- CT: 504, 518, 539, 540, 543, 556, 557
- ICC Concrete
- ICC Fireproofing
- ICC Soils
- ICC Masonry
- ACI Field Testing Technician Level I

CITY OF FONTANA, FOOTHILL BOULEVARD IMPROVEMENTS, FONTANA, CALIFORNIA

Geocon provided geotechnical observation and testing services during improvements of Foothill Boulevard to Oleander Avenue in the City of Fontana. The project included the construction of new medians and turn pockets, overlaying portions of the existing roadway, and installation of new curb and gutter, sidewalks, and ramps. Mr. Crow performed testing and observation services during the placement of subgrade, base, and asphalt concrete, as well as during the construction of the sidewalk, curb, and gutter.

CITY OF HESPERIA, RECYCLED WATER SYSTEM – PHASE 1A, HESPERIA, CALIFORNIA

Geocon was selected to provide on-call materials testing and inspection services for this 60,000 LFT recycled water system project. Mr. Crow observed and tested the backfill and soil compaction for the recycled waterline. Mr. Crow also observed and tested the street subgrade and base compaction, as well as provided observation for the placement and compaction of asphaltic concrete (AC) during temporary patching and street reconstruction.

CITY OF HESPERIA, MAIN STREET PAVING, HESPERIA, CALIFORNIA

Geocon provided geotechnical observation and testing services for street improvements for the Main Street Pavement Project located in Hesperia, California. Testing was performed under the direction of Mr. Curtis Cook, Inspector for the City of Hesperia. The scope of our services included performing in-place density tests on cement-treated subgrade processed and compacted, aggregate base placed and compacted, and asphalt concrete placed and compacted; performing laboratory tests to aid in evaluating the compaction characteristics of soil types, cement-treated soil types, and asphalt concrete utilized; and preparing a report of geotechnical observation and testing for the street improvements. Mr. Crow provided testing and observation services during utility trenching.



OSCAR MORALES

INSPECTOR

Mr. Morales has more than 16 years of experience performing geotechnical observation and testing services throughout the Los Angeles, Orange County, Riverside, and San Bernardino areas. His experience encompasses a wide range of projects, including public infrastructure, city and state facilities, commercial and residential developments, and educational institutions. As an inspector, Mr. Morales is responsible for observing and testing the placement of soil, concrete, and construction materials at his assigned work site. Recent experience includes:

CITY OF WILDOMAR, BUNDY CANYON ROAD WIDENING, WILDOMAR, CALIFORNIA

Geocon performed a pavement investigation along Bundy Canyon Road from

EXPERIENCE 16 years CERTIFICATIONS - ACI Concrete Field Testing Technician- Grade I - Nuclear Density Gauge - ATI 102 Hazardous Materials D.O.T Training – Portable Nuclear Guage, 2018

approximately 250 feet west of Cherry Street to 1,400 feet east of Oak Canyon Drive in Wildomar, California. The City requested Geocon perform a geotechnical pavement investigation to evaluate appropriate pavement sections. The purpose of our investigation was to core the existing pavement sections and perform hand auger excavations to observe and sample the exposed subgrade soil, perform R-value testing of subgrade soil, evaluate the existing pavement section based on information obtained during our investigation, and provide new asphalt concrete pavement structural section design recommendations. Mr. Morales performed testing and observation during the placement of subgrade, base, and asphalt concrete.

CDBG STREET IMPROVEMENTS FY2019-20 HAWTHORNE AVENUE, LILAC STREET, PALM STREET, CACTUS STREET, AND 4TH AVENUE, HESPERIA, CALIFORNIA

Mr. Morales performed testing and observation services during the grading operations for the street improvements located on Hawthorne Avenue, Lilac Street, Palm Street, Cactus Street, and 4th Avenue in the City of Hesperia, California.

RESIDENTIAL STREET IMPROVEMENTS, GARDEN GROVE, CALIFORNIA

Geocon performed geotechnical observation and testing for the street improvement project in the City of Garden Grove. We performed in-place density tests on both asphalt concrete and ARHM materials, as well as earth and base materials that were placed and compacted. Laboratory tests were done to evaluate compaction characteristics and compliance with Greenbook specifications of the earth and base materials placed. Geocon's ultimate opinion was that the grading and placement of engineered materials performed in conformance with the project plans. Mr. Morales provided inspection testing and observation for the placement of concrete during construction.

ATWELL MASTER PLANNED COMMUNITY, BANNING, CALIFORNIA

Geocon has been providing geotechnical services for the Atwell master-planned community project since 2005. The Atwell master-planned community will span over 1,500 acres, with plans for over 4,400 single-family homes consisting of approximately 40 neighborhoods. The community will include K-12 school sites, two commercial sites, hiking trails, community parks, a community center, and other commercial pads. Mr. Morales has provided testing and observation services within the Atwell community for various infrastructure improvements required for the completion of the 4300+ home development.



SECTION H – REFERENCE PROJECT EXPERIENCE

CITY OF BANNING OFFSITE INFRASTRUCTURE FOR ATWELL COMMUNITY DEVELOPMENT

BANNING, CALIFORNIA



FOOTHILL WEST ZONE RESERVOIR, BANNING, CALIFORNIA

Geocon performed a geotechnical investigation for the Foothill West Zone Reservoir within Tract 37446 of the Atwell Development in the City of Banning. The project consists of a new

REFERENCE

City of Banning 99 E. Ramsey Street Banning, CA 92220

Luis Cardenas, PE Senior Civil Engineer (951) 922-3143 Icardenas@ci.banning.ca.us

KEY PERSONNEL

Lisa A. Battiato, CEG

PROJECT DURATION 2016-June 2019

GEOCON FEE \$470,493

reservoir with associated improvements and will utilize an existing water pipeline, which is located east of the Foothill substation, continues south along Mountain Avenue, and continues east toward the Brinton Booster Station site to connect the facilities.

The purpose of this investigation was to perform an additional assessment with respect to the latest tank design of the geologic conditions, identify potential geologic hazards, collect soil samples, and perform laboratory testing on select soil samples. Our report included a field investigation, laboratory testing, and engineering analyses. We also performed laboratory tests on samples obtained from the exploratory borings and percolation test locations to evaluate pertinent physical and chemical characteristics. Geocon determined that neither soil nor geologic conditions were hindering the development of the new reservoir with associated improvements.

MOUNTAIN NORTH RESERVOIR AND IMPROVEMENTS, BANNING, CALIFORNIA

Geocon performed a preliminary geotechnical investigation for the Mountain North Reservoir and associated Foothill Booster Station, including a water main that is expected to be located within proposed roadways in the City of Banning. The tank will be a 1.0-million-gallon bolted steel reservoir. Other site improvements include a masonry block wall booster station, 18-inch-diameter inlet and outlet lines, and a drive/parking area surrounded by chain link fencing. The proposed construction of the booster station site will consist of a masonry block wall building and a separate electrical room, three booster pumps, suction and discharge piping, an air conditioning unit, and a metering vault.

The purpose of the investigation was to assess the geologic conditions and sample and observe the prevailing geotechnical conditions. The field investigation included performing a site reconnaissance, a sequential stereoscopic aerial photo review, and the drilling and logging of three geotechnical borings at the reservoir site. We also performed laboratory testing on samples obtained from the exploratory borings. Geocon ultimately concluded the soil and geologic conditions observed at the site were suitable for the construction of the improvements at the reservoir site, booster station site, and water main alignment.



OFFSITE SEWER MAIN AND SEWER LIFT STATION, BANNING, CALIFORNIA

Geocon performed a preliminary geotechnical investigation for the offsite sewer main for the Atwell development in the City of Banning. The sewer main is proposed along Wilson Street, Highland Home Road, Ramsey Street, and Sunset Avenue. The project includes the construction of approximately 15,650 feet of sewer main to replace existing sewer lines and increase wastewater effluent capacity within the City of Banning.

The purpose of this investigation was to drill exploratory borings along the length of the proposed sewer main replacement improvements, evaluate the subsurface geologic conditions, collect relatively undisturbed in-situ and disturbed bulk soil samples for laboratory testing, and measure the existing pavement section of areas explored. The site was concluded to be suitable for the sewer main, and a geotechnical investigation was planned for the sewer lift station.

Lift station improvements will include a wet well, an above-grade piping pad, a transformer pad, an emergency generator, and an access gate surrounded by a block wall. The purpose of the sewer lift station geotechnical investigation was to drill exploratory borings within the proposed site to evaluate the subsurface geologic conditions and collect relatively undisturbed in-situ and disturbed bulk soil samples for laboratory testing. Additionally, our investigation included laboratory testing of select soil samples collected to evaluate their engineering properties and characteristics and provide recommendations for the installation of the new sewer lift station. Geocon's Geotechnical Investigation Report found that the proposed site had no soil or geologic conditions that would preclude the plans.

NON-POTABLE OFFSITE WATER IMPROVEMENTS, BANNING, CALIFORNIA

Geocon performed a preliminary geotechnical investigation for off-site non-potable water system improvements located south of Interstate 10 in the City of Banning. The project consists of a new well pump, reservoir, booster station, and water pipelines to connect the facilities.

The purpose of the investigation was to assess the geologic conditions, identify potential geologic hazards, collect soil samples, and perform laboratory testing on select soil samples. Our field investigation included performing a site reconnaissance and Underground Service Alert mark out and notification, obtaining a city-banning encroachment permit for drilling within the sites and city roads, and drilling and logging eleven geotechnical borings. Laboratory testing was performed on samples obtained from the exploratory borings. Geocon concluded that the construction of improvements at the reservoir site, booster station site, well pump site, and non-potable water main were all geologically suitable for the proposed site.

C4 WELL SITE IMPROVEMENTS, BANNING, CALIFORNIA

Geocon performed a geotechnical investigation for proposed improvements to be added to Well Site C4, located southwest of Wilson Street and Smith Creek in the City of Banning. A backup generator on an approximately 12 ft by 24 ft reinforced concrete pad is proposed in the northeastern area of the site. An electrical cabinet will be added to an existing slab in the west-central area of the site. Subsurface conduit will be laid from the new generator westward to the electrical cabinets.

The purpose of this investigation was to drill exploratory borings within the well site in the vicinity of the proposed improvements to evaluate the subsurface geologic conditions and collect relatively undisturbed in-situ and disturbed bulk soil samples for laboratory testing. Additionally, our investigation included laboratory testing of select soil samples collected to evaluate their engineering properties and characteristics and provide recommendations for the spread footing foundation and slab on grade. Geocon found that neither soil nor geologic conditions would preclude the construction of improvements at the well site.



CITY OF INDIO ON-CALL GEOTECHNICAL AND MATERIALS TESTING SERVICES

Indio, California

Geocon is currently performing as-needed geotechnical, materials testing, and source inspection services for various capital improvement projects. Services for this contract include: review of project plans, specifications, and geotechnical reports to gain a thorough understanding of materials testing requirements; recommendation of street structural sections and street rehabilitation alternatives; coordination of materials testing and source inspection activities through the City's Resident Engineer; inspection and testing of soils, asphalt, concrete, masonry, steel, wood, and other materials; observation of the work performed by the contractors and documentation of non-conforming test results and practices; preparation of daily field reports documenting inspection and testing services; and preparation of final reports of inspection and testing services. Geocon has performed testing services for the following projects:

FIRE STATION 1



Geocon performed testing and observation services during the Engine Bay Back Drive Replacement at Fire Station 1. The project included the demolition of the concrete back bay drive, base, and subgrade and the construction of eight" thick 4000 psi concrete with rebar, applying curing compound to concrete, and placement of slab, base, and asphalt concrete.

TEEN CENTER BASKETBALL COURT RENOVATION

The Indio Teen Center basketball court was proposed to be removed and replaced due to concrete degradation. Geocon was retained to perform a geotechnical investigation of the court and the surrounding pavement. In addition, Geocon performed geotechnical observation and special inspection during the renovation of the basketball court at Indio Teen Center. Our scope of work included field density testing; concrete inspection, sampling, and testing; laboratory testing, including maximum density and compression; and preparing a final report of our testing and observation services.

HIGHWAY 111 ART INSTALLATION

Geocon provided special inspection and materials testing services for the HWY 111 Art Installation Median project in the City of Indio. Concrete sampling, special inspection, and materials testing for the medical buildings were performed. The special inspections and materials testing consisted of sampling and testing during concrete placement and epoxy bolt installation. Concrete samples were fabricated during construction and subjected to compression testing to verify strength requirements were achieved.

SPORTS PARK -PHASE 1

Geocon performed a geotechnical investigation and percolation testing for the design and construction of the City of Indio Sports Park – Phase 1. The proposed park will include baseball and soccer fields, a restroom/concession building, bleachers, paved trails, picnic areas, an event lawn, a parking lot, and associated utility improvements, including light standards. The scope of our investigation included performing a site reconnaissance, field exploration, percolation testing at proposed basin and dry well areas, laboratory testing, engineering analyses, and preparing a geotechnical investigation report.

REFERENCE

City of Indio 83-101 Avenue 45 Indio, CA 92201

Juan Raya Principal Civil Engineer (760) 541-4225 jraya@indio.org

Donn Uyeno, PE Principal Civil Engineer (760) 391-4028 duyeno@indio.org

GEOCON KEY PERSONNEL

Lisa Battiato, CEG Joseph Vettel, GE Andrew Shoashekan, PE Luke Weidman, GIT Phillip Stephens Steven Pigadiotis

CONTRACT DURATION

May 2012-Ongoing

CONTRACT AMOUNT \$528,200









PUBLIC SAFETY CAMPUS PROGRAM

Geocon performed a preliminary geotechnical investigation, geohazard, and percolation testing study for the proposed Public Safety Campus Program project in the City of Indio. The proposed project will include the construction of a new two-story police headquarters, fire station, dispatch center, two-story administration building, and fire training tower. Additional improvements included multiple parking areas and access roads, utilities, and paved hardscape and landscape areas. In addition, multiple stormwater infiltration systems consisting of conventional percolation swales and dry well infiltration systems were proposed.



STORM DRAIN OUTFALL REMEDIATION

Geocon performed a geotechnical observation and testing, concrete sampling, and materials testing services for the storm drain outfall remediation project on the southeast corner of Jefferson Avenue and Highway 111 in Indio, California. The observation and testing services were provided on an on-call basis as requested by a representative of the city of Indio.



AVENUE 39, ADAMS STREET & AVENUE 40 STREET IMPROVEMENT PROJECT, PHASE II

Geocon performed geotechnical observation and testing services during the construction of street improvements. The scope of work included observation of the grading operations, including remedial grading; in-place density testing on earth materials placed and compacted, including curbs and gutters, sidewalks, subgrade, street subgrade, base, and asphalt concrete; laboratory testing; sampling and testing of concrete; and preparation of a final report of geotechnical observation and testing services.

AVENUE 42 SIDEWALK GAP

Geocon provided geotechnical services during the construction of the Avenue 42 Sidewalk Gap project near Golf Course Drive in the City of Indio. The work consisted of grading and installing a new sidewalk behind the existing curb, site grading, traffic control, utility coordination, and chain-link fencing. Our scope of work included performing engineering reviews of material, collecting subgrade soil samples for laboratory testing to aid in field compaction calculations, and performing field density and moisture testing of sidewalk subgrade on an on-call basis.

NEW CITY PARKS - AVENUE 43 DOG PARK, BURR PARK, AND DR. CARREON PARK

These city parks projects aimed to enhance recreational spaces across three key parks in Indio, CA: Avenue 43 Dog Park, Burr Park, and Dr. Carreon Park. The Avenue 43 Dog Park features a fenced area for off-leash play, agility equipment, benches, shaded seating, and water fountains for dogs. Burr Park offers playgrounds, picnic areas, sports courts, and open green spaces for community activities. Dr. Carreon Park includes sports fields, walking paths, playgrounds, and facilities for events. Geocon provided soil testing, concrete inspection, asphalt paving inspections, and laboratory testing for all parks. Overall, the projects focused on creating safe, engaging environments for residents, fostering outdoor activities and community engagement while adhering to high construction standards.



CITY OF TEMECULA ON-CALL GEOTECHNICAL & MATERIAL TESTING

Temecula, California

Since 2015, Geocon has been a trusted consultant of geotechnical and materials testing services to the City of Temecula under our on-call agreement. Our comprehensive scope of work consists of conducting thorough geotechnical investigations, providing consultation during the design phase, performing testing and observation throughout earthwork and grading operations, conducting materials laboratory testing to assess the quality of construction materials, and providing inspection services during the construction phase. These services are vital to ensuring the safety and integrity of infrastructure projects within the City.

MARGARITA ROAD PAVEMENT REHABILITATION

Geocon performed geotechnical observation and testing services for improvements on Margarita Road from Temecula Parkway to Rancho California Road as part of the Margarita Road Pavement Rehabilitation project located in Temecula, California. The scope of work included performing in-place density tests, laboratory testing, and preparing a report of our testing and observation services.



COMMUNITY RECREATION CENTER POOL

Geocon performed a geotechnical investigation,

geotechnical observation, special inspection, and materials testing for the existing pool at the Temecula Community Recreation Center (CRC) on Rancho Vista Road in Temecula, California. The project consisted of a new concrete deck, rehabilitation of the pool, including new structural concrete to reinforce the existing walls and a parapet over the existing gutters, a new shade structure, overhead lights, and drainage improvements. In addition, remedial grading following the removal of the pool deck was performed, along with minor grading for other CRC improvements.



FIRE STATION 73 IMPROVEMENTS

Geocon provided the City with a summary of geotechnical information from previous reports for Fire Station 73's proposed gym and apparatus bay. We conducted borings and percolation testing to assess liquefaction and lateral spread risks near Murrieta Creek. We recommended ground improvements or relocation of the project to mitigate these hazards. We continue to support the city throughout the planning and design process.



PECHANGA PARKWAY PAVEMENT REHABILITATION

Geocon performed geotechnical pavement investigation and provided observation and testing services during construction along Pechanga Parkway. The project included rehabilitation and widening with a left turn lane. Soft subgrade conditions were encountered within the left turn lane. Geocon worked with the contractor and city project manager, Bryan Tuschoff, to develop a mitigation plan for the cement treatment of soil to keep the construction schedule for the project.

City of Temecula 41000 Main Street Temecula, CA 92590 Ron Moreno, Assistant Director 951.506.5165 ron.moreno@temeculaca.gov

KEY PERSONNEL

REFERENCE

Lisa Battiato, CEG Ashleigh Love, PE Kai Parker Carlos Reyes Steven Pigadiotis

PROJECT DURATION July 2015-Ongoing

GEOCON FEE \$647.000



CITY OF WILDOMAR: ON-CALL GEOTECHNICAL AND MATERIALS TESTING SERVICES

WILDOMAR, CALIFORNIA



Geocon has been providing the City of Wildomar Geotechnical and Materials Testing services under our On-Call contract since 2018. Geocon provides Materials Testing and Geotechnical Services for various capital improvement projects. These projects encompass improvements for storm drains, parks, or transportation systems and include rehabilitation,

REFERENCE

City of Wildomar 23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595

Jason Farag, PE Director of Public Works 951.677.7751 ext 219 jfarag@cityofwildomar.org

KEY PERSONNEL

Lisa Battiato, CEG Andrew Shoashekan, PE Kai Parker Steven Pigadiotis

PROJECT DURATION June 2018 - Present GEOCON FEE

\$150,000

widening and/or realignment or relocation of existing facilities, and construction of new facilities. Our scope of services includes field sampling and in-situ testing of materials; laboratory testing, analysis, and reporting of materials; and inspecting material processing plants' operation during the production of Asphalt Concrete, Portland Cement Concrete, reinforced concrete pipe, and other related materials. Projects we have provided services for under this On-Call contract include:

INSTALLATION OF SHADE STRUCTURES AT WILDOMAR PARKS

The City of Wildomar proposed shade arbors to protect the Tot-Lots playgrounds located at Marna O'Brien and Windsong parks. Geocon provided special inspection and material testing by sampling and testing concrete cylinders for the installation of a total of ten steel columns, with footing depths varying between 8' and 11' below grade.

QUALITY ASSURANCE PROGRAM

Geocon took part in the City of Wildomar's Quality Assurance Program to ensure that the materials and workmanship incorporated into the City's street and road construction projects are in conformance with the contract specifications. We provided an update to the existing QAP manual to include sampling and testing programs as well as procedures for acceptance testing and independent assurance sampling and testing.

GRAND AVENUE SEWER TRENCH REPAIR

The sewer trench located at Grand Avenue in the City of Wildomar suffered distress after significant seasonal rains. The distress was observed as rutted asphaltic concrete directly over the sewer main trench. Geocon was requested to observe the trench excavations, test the existing fill, and observe the slurry and paving operations. In a final report, we then provided conclusions and recommendations about the geotechnical aspects of the project.

WILDOMAR STREET REHABILITATION

As part of the City of Wildomar's Capital Improvement Program, Geocon is currently performing geotechnical observation and testing for the rehabilitation of Wildomar Street. Geocon performed mix design reviews, aggregate sampling, and laboratory testing prior to construction. We also performed field sampling during construction, observed the application process, and created field samples for laboratory testing.



CITY OF MENIFEE ON-CALL GEOTECHNICAL SERVICES

MENIFEE, CALIFORNIA



Geocon was selected to provide on-call Geotechnical Engineering Review services for the City of Menifee in 2018. We have provided geotechnical consultation during forensic investigation and planning and design of projects. We have worked with the city to provide the information needed to make reasonable, cost-effective planning decisions for public infrastructure projects. Some of our project experience for the City includes:

REFERENCE

City of Menifee Capital Improvements Projects 29844 Haun Road Menifee, CA 92586

Chet Robinson Principal Engineer (951) 672-6777 crobinson@cityofmenifee.us KEY PERSONNEL

Neal Berliner, GE Lisa Battiato, CEG Andrew Shoashekan, PE Kai Parker

PROJECT DURATION August 2018 – Present

GEOCON FEE \$105,000

MURRIETA ROAD COLD IN-PLACE RECYCLING RESURFACING, MENIFEE, CA

Geocon performed a geotechnical pavement investigation and geotechnical testing and observation services for the reconstruction of Murrieta Road utilizing cold-in-place (CIP) recycling on the road between Newport Road and McCall Boulevard. Planned improvements for Murrieta Road include widening both sides of the roadway and constructing forty ADA ramp improvements. Several generations of paving have resulted in variable base and asphalt sections within the roadway. The purpose of the investigation was to observe the surficial pavement conditions, core the existing pavement sections to measure the pavement section thicknesses, observe and sample the exposed subgrade soil, perform R-value testing of subgrade soil, evaluate the pavement section based on information obtained during our investigation, and recommend pavement sections for new asphalt concrete roadways and rehabilitation of the existing pavement.

The scope of our services during testing and observation included performing observation and testing on a full-time basis during placement of cold-in-place recycled asphalt concrete pavement (CIRACP), final compaction rolling of CIRACP, and placement of the hot-mix asphalt wearing course; performing laboratory testing to evaluate the physical and chemical properties of the CIRACP mix and emulsified binding agent, and hot-mix asphalt concrete; and preparing a report documenting our geotechnical observation testing services during the course of CIRACP roadway improvements.

GOETZ ROAD RESURFACING, MENIFEE, CA

Geocon performed geotechnical observation and testing services during the resurfacing of Goetz Road from north of Lesser Lane to south of Vista Way. The planned improvements include grinding and overlaying the existing roadway and replacing sections of asphalt concrete curbs. The overlay will consist of an asphalt rubber hot mix over a pacing mat. Pavement striping and signage will also be updated. The scope of our services included performing observation and testing on a part-time, asneeded basis during placement of asphaltic concrete, collecting samples of asphaltic concrete for laboratory testing to aid in determining proper compaction, and providing a report documenting results of field and laboratory testing.



EASTERN MUNICIPAL WATER DISTRICT

AS NEEDED GEOTECHNICAL SERVICES

RIVERSIDE COUNTY, CALIFORNIA

Geocon is currently contracted with the Eastern Municipal Water District (EMWD) to provide as-needed geotechnical services. Our services include geotechnical investigations, on-call sampling and quality assurance laboratory testing, testing and inspection during construction, and third-party testing and inspection.

Some projects we have provided our services for under this contract include:



MCCALL BOULEVARD PIPELINE REPLACEMENT PROJECT, MENIFEE, CALIFORNIA

Geocon provided geotechnical observation and is currently providing special inspection and materials testing services during construction for the McCall Boulevard Pipeline Replacement Project. The existing pipeline is more than 50 years old, and several key pipeline segments have experienced multiple line breaks in past years. The project consists of the installation of approximately 6,800 lineal feet of replacement water main installed at 5 to 8 feet below existing grades.

The purpose of the investigation was to assess the geologic conditions, identify potential geologic hazards, collect soil samples, and perform laboratory testing on select soil samples.

REFERENCE Eastern Municipal Water District 2270 Trumble Road

2270 Trumble Road Perris, California 92570

William Chen, P.E. Associate Civil II Engineer, Wastewater CIP (951) 928-3777, ext. 6208 chenw@emwd.org

KEY PERSONNEL

Lisa Battiato, CEG Joseph Vettel, GE Steven Pigadiotis Brian Scott Jose Juarez

CONTRACT DURATION September 2017 – Present

GEOCON FEE \$141,000 to date

The scope of the field investigation included performing a site reconnaissance, the drilling and logging of twelve geotechnical borings and two hand auger borings, a geotechnical observation, materials and soil laboratory testing, and geotechnical project support. Laboratory testing was performed on borings to evaluate the maximum dry density and optimum moisture content, corrosivity, grain size distribution, *in-situ* shear strength properties, consolidation, expansion index, Atterberg limits, *in-situ* moisture content, and dry density.



TEMECULA VALLEY RECYCLED WATER PIPELINE, TEMECULA, CALIFORNIA

Geocon provided a geotechnical investigation and testing services for the recycled water pipeline along Washington Avenue and Diaz Road as part of the Temecula Valley Reclaimed Water Main Project. The pipeline is a crucial part of the valley as it delivers recycled water for irrigation and landscaping to the community's parks and businesses along Temecula Parkway.

The pipeline being replaced is more than 20 years old and will be replaced in four phases. The purpose of our testing and observation services was to ensure that the pipeline replacement followed Eastern Municipal Water District's requirements, project plans, and specifications..

The scope of the investigation included performing full-time observation and in-place density testing on the earth materials placed and compacted for the reclaimed water main backfill and for curb and gutter subgrade and pavement subgrade within trenches. We also performed in-place density testing on aggregate base placed and compacted and on asphalt concrete placed and

compacted. Laboratory tests were performed to aid in evaluating the compaction characteristics of the asphalt and soil types utilized. Lastly, we prepared a report of our geotechnical observation and testing for the site improvements.





SALT CREEK REGIONAL SEWER, WINCHESTER AREA, RIVERSIDE COUNTY, CALIFORNIA

Geocon was the geotechnical consultant of record for the design and construction of Conestoga Regional Infrastructure Improvements along Salt Creek. Geocon performed the geotechnical investigation and pump testing for project design, provided construction document review for EMWD, and performed testing and inspection services during construction. The sewer line consists of 15- to 21-inch-diameter high-strength vitrified clay pipe. Jack and bore or micro tunneling construction techniques were performed beneath the Salt Creek Channel. Sewer

laterals were constructed southward from Salt Creek along Adams Street and Beeler Road to Domenigoni Parkway.

The scope of the investigation included a site reconnaissance, field exploration program, groundwater measurements, 24hour pump testing, slug testing, hydrologic analyses, laboratory testing, engineering analysis, and the preparation of a geotechnical investigation report.

We also performed geotechnical observation and testing services during construction of the project. The inspection and testing scope of work included observing the trench bottom, bedding, shading, placement of filter fabric, and backfill, as well as performing concrete testing and inspection services to ensure that EMWD requirements were being adhered to. Soil testing included maximum dry density and optimum moisture content, sand equivalent, and grain size distribution tests. At the end of inspection and testing services, Geocon prepared a final compaction report. Services were provided at the request of EMWD project inspector Neil Kaufman, and Geocon completed the project significantly under budget.



POTABLE WATER MAIN, FRENCH VALLEY AREA, RIVERSIDE COUNTY, CALIFORNIA

Geocon performed a preliminary limited geotechnical investigation for the proposed potable water main improvements along Washington Street, from Fields Drive to Abelia Street, in the French Valley Area of Riverside County. The proposed improvements include the construction of a water main that will be approximately 6,400 feet in length and 18 inches in diameter. The new pipeline is the next phase of the French Valley Recycled Water Expansion Project, designed to increase recycled water use for landscape irrigation.

Our scope of services included reviewing readily available published and unpublished geologic literature for the site; performing a site reconnaissance to observe existing surficial improvements; drilling fourteen geotechnical borings along the alignment of the proposed water main improvement to evaluate subsurface geologic conditions and collecting relatively undisturbed in-situ and disturbed bulk soil samples for laboratory testing; conducting laboratory tests of select soil samples, which included in-situ dry density and moisture content, sieve analysis, corrosion screening, and in-situ direct shears; and preparing a geotechnical investigation report.



RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT ON-CALL GEOTECHNICAL AND MATERIALS TESTING SERVICES

RIVERSIDE COUNTY, CALIFORNIA

Geocon is currently contracted with the Riverside County Transportation Department to provide on-call geotechnical and materials testing services to augment the County's inhouse resources to deliver necessary road improvement projects for the County's Transportation Improvement Program (TIP) and Land Development Process.

Riverside County Transportation Department is responsible for planning, designing, funding, building, operating, and maintaining roads, bridges, and transportation facilities. Riverside County covers an area of approximately 7,300 square miles, and The County-Maintained Road System is over 2,200 miles. The County's TIP helps the Department focus on the priorities of improving safety, maintaining existing roads and bridges, and enhancing roadway capacity to keep up with their population growth of over 2.5 million residents and counting.

Our scope of services includes geotechnical engineering, source inspection, specialty inspection, pavement evaluation and design, geology, soils and materials testing, geophysical testing and evaluation, exploratory investigation, and laboratory testing. Geocon has provided services for the Riverside County Transportation Department for the following projects:

REFERENCE

Riverside County Transportation Department 2950 Washington Street, Riverside, CA 92504

Patrick T Berg Technical Engineering Unit Supervisor RCTD Materials Laboratory (951) 955-6812 pberg@rivco.org

KEY PERSONNEL

Lisa Battiato, CEG Andrew Shoashekan, PE Steven Pigadiotis Kai Parker

PROJECT DURATION August 2019 – Present

CONTRACT AMOUNT

\$3.3M



DISTRICT 3 SLURRY SEAL PROJECTS, RIVERSIDE COUNTY, CALIFORNIA

Geocon performed geotechnical observation, testing, and

sampling services during the roadway paving of slurry seal within the RCTD's District 3: Murrieta, Menifee, and Winchester areas. The scope of services included inspection, as an extension of RCTD staff, during slurry seal operations at various locations to verify they were performed in accordance with the project plans and specifications. Daily testing included wet track abrasion testing (two per truck per day) and emulsion.



IDYLLWILD PAVEMENT INVESTIGATION, RIVERSIDE COUNTY, CALIFORNIA

Under our on-call contract with RCTD to provide geotechnical and materials testing, Geocon performed a limited geotechnical investigation at the Rivco Road Yard and along Saunders Meadow Road in the Idyllwild area of Riverside County.

The project included performing roadway borings at seven RCTD-delineated and marked-out locations in the Idyllwild area of Riverside County. Of the seven borings, three borings were

performed at Rivco Road Yard, and four were performed along Saunders Meadow Road between Clubhouse Drive and Highway 243. At each location, we measured asphaltic concrete thickness and type, aggregate base thickness, collected subgrade soil samples, backfilled and patched the boring locations with clean sand and asphalt concrete cold patch, and photo documented the borings and site conditions.









RCTD specified laboratory testing, and reporting our findings.

INDIANA AVENUE PAVEMENT INVESTIGATION, RIVERSIDE COUNTY, CALIFORNIA

Avenue from Barker Lane to 150 feet east of Hillview Drive in Riverside County.

Geocon performed a limited pavement geotechnical investigation along Temescal Canyon Road, from Dawson Canyon Road to Terramor Drive, in the Corona area of Riverside County, California. Temescal Canyon Road consists of a two-to-four-lane roadway with localized left turn pockets within the project limits. The scope of the investigation included providing manned traffic control services, observing existing surficial pavement conditions, coring the pavement sections, photo documentation, and performing laboratory testing of subgrade soil samples in accordance with a Riverside County Transportation Department (RCTD) specified laboratory testing program, and providing a limited geotechnical pavement investigation report.

Under our on-call contract with Riverside County Transportation Department (RCTD) to provide geotechnical and materials testing, Geocon performed a pavement investigation along Indiana

The project included performing observation of the existing surficial pavement conditions, drilling the pavement sections at RCTD delineated locations to measure and photo document the existing pavement section thicknesses, acquiring bulk samples of the subgrade soils, performing



MESA DRIVE AND LOVEKIN BOULEVARD PAVEMENT INVESTIGATION, BLYTHE, CALIFORNIA

Geocon provided limited geotechnical pavement investigations for Mesa Dr, Hobson Way, and Lovekin Blvd in the City of Blythe, California. These roads had reached the point of deterioration, requiring pavement reconstruction. The Resurfacing Project would give them brand-new pavement that will make them safe and long-lasting. The pavement investigation scope of work included permit processing; traffic control; excavation of pavement cores to measure pavement section thicknesses and collect samples of subgrade for laboratory testing; performing laboratory testing of subgrade samples to evaluate the soil resistance value (R-value), in-situ

moisture content, sand equivalent, and grain size distribution; and preparation of our Limited Geotechnical Pavement Investigation Report.

VARNER ROAD PAVEMENT INVESTIGATION, PALM DESERT, CALIFORNIA

Geocon performed a pavement investigation along Varner Road from Avenue 38 to Washington Street in Palm Desert, California. Improvements were planned for Varner Road between Avenue 38 and Washington Street to address distressed areas throughout the existing roadway. The purpose of the investigation was to observe the surficial pavement conditions, core the existing pavement sections to measure the pavement section thicknesses, observe and sample the exposed subgrade soil, perform R-value testing of subgrade soil, and provide the results of our investigation.

Additional projects performed for RCTD include:

- ✓ ACACIA AVENUE AND CORNELL STREET PAVEMENT INVESTIGATION, HEMET, CALIFORNIA
- ✓ RIVCO ROAD YARD AND SAUNDERS MEADOW ROAD PAVEMENT INVESTIGATION, RIVERSIDE COUNTY, CALIFORNIA
- ✓ LAKEPOINTE DRIVE PAVEMENT INVESTIGATION, RIVERSIDE, CALIFORNIA
- ✓ ONTARIO AVENUE PAVEMENT INVESTIGATION, RIVERSIDE COUNTY, CALIFORNIA
- ✓ CIRCLE DRIVE AND FERN VALLEY ROAD PAVEMENT INVESTIGATIONS, RIVERSIDE COUNTY, CALIFORNIA
- ✓ 52ND AND 54TH AVENUE TESTING AND OBSERVATION, BLYTHE, CALIFORNIA
- ✓ MURRIETA FIRE ROCK FALL HAZARD, MURRIETA, CALIFORNIA
- ✓ VARIOUS DEVELOPMENT AND CAPITAL IMPROVEMENT PROJECTS IN RIVERSIDE COUNTY, CALIFORNIA
- ✓ LIMONITE BASIN PERCOLATION TESTING, EASTVALE, CALIFORNIA



ADDENDUM ACKNOWLEDGEMENT



City of Beaumont

Addendum #1

- Request for Proposals: ON-CALL GEOTECHNICAL SERVICES Questions & Answers
- Who are the current incombenie? http://www.intec.ity.of.Beaumont's Planet Bids portal at: berry 1: Jame van die Gay de permittent is ander printe portent al https://www.isanaberry.com/portal/66785/hoc-detail/128259 Step 2: Locate the On-Call Geotechnical Services RPP from the list Step 3: Glick on the "Prospective Bidders" lab up shows.
- What is the anticipated construct summar? There is no construct amount. Once under contract, the successful consultant(s) will be required to provide an estimate or short proposal for the City task or project.
- Would it be acceptable for any charts/tables to have a four smaller than 15pt? Only if the font is part of the chart and is still leader.
- In regard to the cost proposal, we understand to have copy should be attached separate, but what about the digital copy? Mould that be included with the uploaded PDP to plance bids? Or is the physical copy all that is model. The Cost Proposal to be submitted in a separate encoder plance with form (4) bound copies.
- Since the City is subing for full resumes in addition to the full team summary (Section G), could we include the resume in the back in an appendix that does not count against the 20ct, the resumes do not count against the page limit.
- Could you define how Section F. Rerune of the Least Constitut should differ from Sectio G. Kay Personnel? Should the Project Manager be considered the Land Constitut? Some consulting from any need to partner with other from (unit-constitute) to meet the requested Gay services. These sub-constitute will be part of the Kay Personnel.
- Sectors J. Cast Propagal salar for the first to another an notion-encoded manual. More this is an en-eal entranet, on the requirements be excited? Unfortunately, the Cay will be unable to remove that provision as our code and policies do not allow that.
- 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 hisbility policy.



City of Beaumont

- and other concerns are for compliance with the Gril Code. Would the City consider the agreement should we present our concerns during contract search negotiations?
- The City is not accepting changes to its Professional Service Agreement (PSA). Are we required to include contract changes as part of our proposal? The City is not accepting changes to its Professional Service Agreement (PSA)
- confirm that there is a double submission mathod required for this so submit the hard copies directly to City Hall, as well as submit a digital fasse also confirm that the Cost Wei is NOT to be uploated to Fitnet response file subind option; the Cost Wei should only be included in on to City Hall.
- submission to City Hall. The City is requiring only one (1) hard copy of the Cost Proposal to be submitted in a separate servelops along with the four (4) bounded copies. In addition, one PDF copy of the proposal is to be submitted to Planet Bada.
- 11. The EFF states orbanic 6 hard copies and 1 FDF to plausthick. In addition, rubmit a hard or do not proposal in a separate assisted samelaps. So, we fas 4 hard copies of the proposal and hard copy of copies of the hard minister is overspitted to be Maximuted (F) fail and the FDF of the perposal and not proposal to be submitted to a framelinght. The format of the proposal and the proposal and copies of the proposal minister is a second to the proposal and the proposal and copies of the proposal minister is a second to the proposal minister in Flame fields and the proposal minister is a second to the proposal minister of the proposal minister is a second to the proposal minister of the proposal minister is a second to the proposal minister of the proposal minister is a second to the proposal minister of the proposal minister is a second to the pr
- 12. The RNP does not mention including project experience vertex-ups. Can they be no Section R. 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 new a solicitation for Geotechnical Services and I couldn't find a duration for the potential contract that would reach from that, or if it rights have reasonable. Could you tail as if data has been decided or if it is oppen to approximal? The duration of the contract is an the Term section of the BP?. The City a proposing a three-year contract with the selected Counstantial).
- 14. The tile of the NFF is "On-Call Gestechnical Engineering Services". However, under the introduction, it must that includes gootechnical and material institution experiments backing services, plan depending design enconstructionations, plans, and other constructions for public works constructions propint within the Oay, We do not provide the services approach the provide all the services institution of the service of the services between We constructions provide the services institution of the provide the services approach of the services and the services approach of the services app



City of Beaumont

- 15. One year please give us a last of projects year will have? The successful coordinate may be directed to provide geordenical and emitasials trating se assigned cognit projects. However, the City has multiple capital projects such as ato paring, park improvements, construction of new public facilities, wastreaster impro-tundin arguin togenotes, etc.
- 16. Under Scope of Work, Section 4- Geotechnical Review Service can you please clustly the following
- (44) 1

Loreing (40) What do you wout us to do under Billing? (40) What do you know to possess at the City Coastal Montage? It is inder the "Costchnical Review" service; meaning, the neucostful coarsilant may be required to review and confirm billing han itema from other coatenetide engineering firms ensure samely and an emaphy. (40) If directed, strend and provide gootechnical engineering appert apport to shift when presenting projectivity approach arms at City Coastal and dere mortings.

- The **JFF** rates that fore (4) herd copies and case (1) **FDF** should be adjusting to Fease list in addition, submit a herd copy of the cost proposal in a separate assist emptyse. So, we for the **distribution** of the **dist**
- 18. The RFP does not mention including project superisance write-ups. On they be noted in Section R 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 estored' in that contest? The proposer is required to submit their cost proposal (hously rates/fee schedule) in a separat envelope as part of their proposal marked "Cost Proposal".
- s the cost proposal industed in the page count? The cost proposal/fee schedule is to be submitted in a separate scavelope as part of the
- 21. Is the table of contents and cover included in the page count?

22. As this is an on-call proposal with no specific project stached, we are assuming the City will endy need a fass schurbth with heapy billable costs. Plans confirm. Correct: The Cost Proposal is the fee schedule with the hourly billable rates.



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

City of Beaumont

 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

10/25/24

Date

Neal Berliner

Print Name

EXHIBIT "C"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)

ACORD	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONL' CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITU REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	Y AND CONFERS , EXTEND OR ALT TE A CONTRACT	NO RIGHTS ER THE CO BETWEEN T	UPON THE CERTIFICATE VERAGE AFFORDED BY THE ISSUING INSURER(S)	HOLDER. THIS THE POLICIES), AUTHORIZED			
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the the terms and conditions of the policy, certain policies may require an e certificate holder in lieu of such endorsement(s).	policy(ies) must b ndorsement. A sta	e endorsed. tement on th	If SUBROGATION IS WAI is certificate does not con	VED, subject to fer rights to the			
PRODUCER Cavignac 451 A Street, Suite 1800	CONTACT NAME: Certificate PHONE (A/C, No, Ext): 619-74	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 619-744-0574 FAX (A/C, No): 619-234-8601					
San Diego CA 92101	ADDRESS: certificates@cavignac.com						
	IN N	NAIC #					
GEOCINC-01		20478					
Geocon West, Inc.	INSURER B : Amer C	20427					
6960 Flanders Drive	INSURER C : Redwood		nany IIS CO	1073			
Sali Diego, CA 92121			npany, Liu	10040			
COVERAGES CERTIFICATE NUMBER: 826092776	INSURER F.		REVISION NUMBER:				
COVERAGES CERTIFICATE NUMBER: 820092776 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.							
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Cross Liab. Inc.			MED EXP (Any one person) \$	15,000			
			PERSONAL & ADV INJURY \$	1,000,000			
X PRUEY X PRO- X LOO			GENERAL AGGREGATE \$	2,000,000			
			PRODUCTS - COMP/OP AGG \$	2,000,000			
B AUTOMOBILE LIABILITY Y A 6079910088	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT \$				
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OFFICER/MEMBER EXCLUDED?				1,000,000			
If yes, describe under				1,000,000			
D Professional Liability Y 130H058188125	1/1/2025	1/1/2026	E.L. DISEASE - POLICY LIMIT \$	\$2M/\$5M			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: On-Call Master Contract [All Operations] Geocon Project # T3101-22-00. Additional Insured coverage applies to General Liability and Automobile Liability for City of Beaumont, its officials, employees, and agents per policy form. Primary coverage applies to General Liability and Automobile Liability per policy form. Waiver of subrogation applies to General Liability, Automobile Liability, Professional Liability and Workers Compensation per policy form. Professional Liability - Claims made form, defense costs included within limit. If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium they will provide 30 days notice of such cancellation or nonrenewal. Auto Physical Damage: \$ 1,000 Comprehensive & Collision Deductibles. Professional Liability Coverage Deductible \$ 150,000 per claim.							
City of Beaumont 550 E. 6th Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
Beaumont, CA 92223							
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILTY COVERAGE

A. Who Is An Insured

The following is added to Section II, Paragraph A.1., Who Is An Insured:

- 1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that**,
 - b. The insurance afforded by this provision
 A.1. does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
- 2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- **a.** Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
- **3.** Any person or organization that you are 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 for whom Liability Coverage is afforded under this policy.
- **4.** An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An** Insured, includes those policies that were in force on the inception date of this Coverage Form but:

- **1.** Which are no longer in force; or
- 2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

- 1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
- **2.** In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III. Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.**:

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- **a.** \$60 per day, in lieu of \$20; subject to
- **b.** \$1,800 maximum, in lieu of \$600.

D. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. \$1,000 maximum, in lieu of \$600.

E. Personal Property

The following is added to Section III, Paragraph A.4.



- c. We will pay up to \$500 for loss to **Personal Property** which is:
 - (1) Owned by an "insured"; and
 - (2) In or on the covered "auto."

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

This insurance is excess over any other collectible insurance and no deductible applies.

F. Rental Reimbursement

The following is added to **Section III, Paragraph A.4.:**

- d. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
 - We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto"; or,
 - (b) 15 days.
 - **2.** Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or,
 - (b) \$25 per day subject to a maximum of \$375.
 - **3.** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 - 4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

G. Hired "Autos"

The following is added to **Section III. Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- **a.** Any covered "auto" you lease, hire, rent or borrow without a driver; and
- **b.** Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- **d.** The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision **G.e.(1)** will be subject to a limit of \$750 per "accident."

H. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

I. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- **c.** Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories
- **d.** A \$100 per occurrence deductible applies to the coverage provided by this provision.

J. Diminution In Value

The following is added to **Section III, Paragraph B.6.**



Subject to the following, the "diminution in value" exclusion does not apply to:

- **a.** Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- **b.** Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- **d.** The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - **a.** An "auto" owned by that "executive officer" or a member of that person's household; or
 - **b.** An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and
- (2) Excess over any other collectible insurance.
- **2.** For purposes of this provision, "executive officer" means a person holding any of the

officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**

(4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**

(6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

Section IV, Paragraph B.7.b.(5) is revised to provide:

a. 45 days of coverage in lieu of 30 days

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the BUSINESS AUTO COVERAGE FORM as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations

AS REQUIRED BY CONTRACT

- 1. In conformance with paragraph A.1.c. of Who Is An Insured of Section II LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
- 2. The insurance afforded to the additional insured under this policy will apply on a primary and noncontributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

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 Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Policy No: 6079910088



Policy Endorsement

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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 the endorsement.

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

Named Insured: THE GEOCON GROUP INC.

Endorsement Effective Date: 01/01/2025

SCHEDULE

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

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

CNA PARAMOUNT



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. WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by written contract to add as an additional insured on this Coverage Part, but only with respect to liability for **bodily** injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. In the performance of your ongoing operations subject to such written contract; or
 - B. In the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
 - 1. The written contract requires you to provide the additional insured such coverage; and
 - 2. This Coverage Part provides such coverage; and
 - **C.** 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. Coverage broader than what you are required to provide by the written contract; or
 - 2. A higher limit of insurance than what you are required to provide by the written contract.

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

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by written contract to add as an additional insured on this Coverage Part, but only with respect to liability for **bodily** injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations subject to such written contract; or
- **B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The written contract requires you to provide the additional insured such coverage; and
 - 2. This Coverage Part provides such coverage.
- III. But if the written contract requires:
 - A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by written contract to add as an additional insured on this Coverage Part, but only with respect to liability for **bodily** injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

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CNA PARAMOUNT



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

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by written contract to add as an additional insured on this Coverage Part, but only with respect to liability for **bodily** injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

- V. 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**.
- VI. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this Coverage Part:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- 1. Primary and non-contributing with other insurance available to the additional insured; or
- 2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. 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. 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
- 3. Make available any other insurance, and endeavor to 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 3. does not apply to other insurance under 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.

CNA PARAMOUNT



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

VIII. 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 you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

- **A.** 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; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

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.



CNA75079XX (3-22) Page 3 of 3

Insured Name: Geocon Inc.



Architects, Engineers and Surveyors General Liability Extension Endorsement

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:

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

CNA74858XX (1-15) Page 16 of 18 Policy No: 6079910091

Insured Name: Geocon Inc.



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.

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.

CNA74858XX (1-15) Page 17 of 18 Policy No: 6079910091

Insured Name: Geocon Inc.



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

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 Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CC68021A (02-2013) Named Insured: Geocon Inc. Policy No: 6079910091 6079910088 WC67990107 (D) If the Insurer cancels this Policy, unearned premium shall be calculated on a pro rata basis. If the Named Entity cancels this Policy, unearned premium shall be calculated at the Insurer's customary short rates. Payment of any unearned premium shall not be a condition precedent to the effectiveness of a cancellation. The Insurer shall make payment of any unearned premium which it received from the Named Entity as soon as practicable.

XV. CHANGES IN EXPOSURE

Solely with respect to all Liability Coverage Parts:

(A) Acquisitions or Created Subsidiaries

If, before or during the **Policy Period**, any **Insured Entity** acquires or creates an entity then such acquired or created entity, and any natural persons that would qualify as **Insured Persons** thereof, shall be an **Insured** to the extent such entities and persons would otherwise qualify as an **Insured** under the **Liability Coverage Parts**, but only for **Wrongful Acts** occurring after the **Effective Time** of such acquisition or creation. No coverage shall be available for any **Wrongful Act** of such **Insured** occurring before the **Effective Time** of such acquisition or creation, or for any **Interrelated Wrongful Acts** thereto.

The **Insured Entity** shall give the Insurer written notice and full, written details of the acquisition or creation as soon as practicable:

- (1) prior to the expiration or termination date of this Policy; or
- (2) within ninety (90) days of such acquisition or creation;

whichever date is later.

The Insurer shall be entitled to impose such additional terms, conditions, and premium as the Insurer, in its absolute discretion, chooses.

(B) Mergers

If, before or during the **Policy Period**, any **Insured Entity** merges with another entity such that the **Insured Entity** is the surviving entity, then such merged entity and any natural persons that would qualify as **Insured Persons** thereof, shall be an **Insured** to the extent such entities and persons would otherwise qualify as an **Insured** under the **Liability Coverage Parts**, but only for **Wrongful Acts** occurring after such merger. This coverage shall remain in force for 90 days beginning with the date of the merger. No coverage shall be available for any **Wrongful Acts** of such **Insured** occurring before the **Effective Time** of such merger or for any **Interrelated Wrongful Acts** thereto.

The Insured Entity shall give the Insurer written notice and full, written details of the merger as soon as practicable:

- (1) prior to the expiration or termination date of this Policy; or
- (2) within ninety (90) days of such merger;

whichever date is later.

If the Insured Entity is not the surviving entity then coverage shall terminate on the effective date of the merger.

The Insurer shall be entitled to impose such additional terms, conditions, and premium as the Insurer, in its absolute discretion, chooses.

XVI. SUBROGATION

The Insurer shall be subrogated to all of the **Insured's** rights of recovery regarding any payment of **Loss** by the Insurer under this Policy. The **Insured** shall execute all papers required and do everything necessary to secure and preserve

such rights, including the execution of any documents necessary to enable the Insurer to effectively bring suit in the name of the **Insured**. The **Insured** shall do nothing to prejudice the Insurer's position or any potential or actual rights of recovery. If the **Insured** has waived its rights to recovery in a written contract or agreement executed prior to a **Claim** being made, then the Insurer will waive its rights to subrogation to the same extent as the **Insured's** waiver.

XVII. APPLICATION

- (A) The **Insured** represents that the declarations and statements contained in the **Application** are true, accurate and complete. This Policy is issued in reliance upon the **Application**.
- (B) If the **Application** contains misrepresentations or misrepresentations that materially affect the acceptance of the risk by the Insurer:
 - (1) no coverage shall be afforded under this Policy for any **Insured** who knew on the Inception Date of this Policy of the facts that were so misrepresented, provided that knowledge possessed by any **Insured Person** shall not be imputed to any other **Insured Person**; and
 - (2) knowledge possessed by any principal, partner, chief executive officer, chief operating officer, general counsel, chief financial officer, risk manager, human resources director or any position equivalent to the foregoing of the Insured Entity, or anyone signing the Application, shall be imputed to all Insured Entities. No other person's knowledge shall be imputed to an Insured Entity.

XVIII. ACTION AGAINST THE INSURER

Solely with respect to all Liability Coverage Parts:

- (A) No action shall be taken against the Insurer unless there shall have been full compliance with all the terms and conditions of this Policy.
- (B) No person or organization shall have any right under this Policy to join the Insurer as a party to any Claim against the Insured nor shall the Insurer be impleaded by the Insured in any such Claim.

XIX. ASSIGNMENT

Assignment of interest under this Policy shall not bind the Insurer without its consent as specified in a written endorsement issued by the Insurer to form a part of this Policy.

XX. BANKRUPTCY OR INSOLVENCY

Bankruptcy or insolvency of any **Insured** shall not relieve the Insurer of any of its obligations under this Policy.

XXI. AUTHORIZATION OF NAMED ENTITY

The **Named Entity** shall act on behalf of all **Insureds** with respect to all matters under this Policy, including, without limitation, giving and receiving of notices regarding **Claims**, cancellation, election of the Extended Reporting Period, payment of premiums, receipt of any return premiums, and acceptance of any endorsements to this Policy.

XXII. CHANGES

This Policy shall not be changed or modified except in a written endorsement issued by the Insurer to form a part of this Policy.

XXIII. ENTIRE AGREEMENT

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA BLANKET BASIS

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization

Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description All CA Operations Waiver Premium (prior to adjustments)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 01/01/2025

Policy No.: GEWC529796

Endorsement No.:

Premium \$

Insured: Geocon Inc.

Insurance Company: Redwood Fire & Casualty Ins. Co

Countersigned by