

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 VERDANTAS INC. (“CONTRACTOR”), whose address is 10532 Acacia Street, Suite B-6, Rancho Cucamonga, CA 91730.

RECITALS

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

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

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

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

AGREEMENT

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

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after three (3) years unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: Proposal per Exhibit “B”. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Kristen Williams as CONTRACTOR’S professional(s) responsible for overseeing the Services provided by CONTRACTOR.

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

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Cost Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed THREE HUNDRED THOUSAND Dollars and 00/100 Cents (\$300,000.00) annually.

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

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

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

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

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

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

- c. Each invoice shall contain a minimum of the following information: invoice number and date; PO number (once issued by the CITY), remittance address; bill-to and ship-to addresses of ordering department/division; Agreement

number (24-1XX), quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, an invoice total, and any other information requested by the CITY.

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

5. Obligations of CONTRACTOR.

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

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

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

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

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

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

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance

with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

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

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

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

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

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

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

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

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

7. General Conditions pertaining to Insurance Coverage

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

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

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

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

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

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

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court

costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

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

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

8A. Indemnification Design Professionals.

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

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

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

11. Status of CONTRACTOR.

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

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

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

CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY. CONTRACTOR makes no representation as to the suitability of the work product for use in circumstances not contemplated by the scope of Services or as to any work product altered in any way by CITY. Any unauthorized re-use of, or changes to, the work product by CITY, shall be at City's sole risk and without liability to CONTRACTOR.

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

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

13. Miscellaneous Provisions.

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

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

- 13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.
- 13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

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

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

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

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

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

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

CITY:

CITY OF BEAUMONT

By:

Mike Lara, City Mayor

Date:

CONTRACTOR:

VERDANTAS INC. _

By: *Kristen Williams*

Print Name: Kristen Williams

Title: Vice President

Date: 01/16/2025

ATTEST:

By:

Nicole Wheelwright, Deputy City Clerk

Date:

APPROVED AS TO FORM:

By:

John O. Pinkney, City Attorney

Date:

EXHIBIT "A"

REQUEST FOR PROPOSAL

(insert behind this page)



Website:
www.beaumontca.gov

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

Phone:
951.769.8520

Request for Proposal For On-Call Geotechnical Engineering Services

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:

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

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. Cover Letter: Maximum of two pages serving as an Executive Summary which shall include an understanding of the scope of services. The RFP shall be transmitted with a cover letter that must be signed by an official authorized to bind the consultant contractually. That letter accompanying the RFP shall also provide the name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.
- B. Introduction/Information: Introduction of the service proposal, including a statement of understanding for the types of services contemplated. Provide a discussion on how the objectives of the scope of services will be accomplished. Provide the name of the firm submitting the proposal, its mailing address, telephone number, and the name of the individual to contact if further information

is required. Any participating firms and proposed sub-consultants shall be identified and included in the proposal (all sub-consultants must be approved by CITY prior to signing the agreement with CITY).

- C. The firm's approach to delivering the scope of services. Provide a description of the firm's approach to communicating effectively with CITY staff and officials, other jurisdictional stakeholders, and the public, to facilitate successful delivery of assigned tasks.
- D. Firm Profile: Provide a description of the firm, including number of professional personnel, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of particular expertise, etc.
- E. Location of the principal office that will be responsible for the implementation of this contract.
- F. Resume of the Lead Consultant.
- G. Key Personnel: Provide a summary description of the key personnel who will be involved in this project, their roles and responsibilities, and their experience in similar past projects. The proposal must name a project manager. In addition to this summary, full resumes should be provided.
- H. Three to five references to include: name, address, contact person and phone number of the company, length of time services were provided, and a description of the services provided.
- I. Scope of Services: Provide a description of the tasks, sub-tasks, and deliverables that will be provided. The Scope of Work Program should be presented in a logical format that can be easily attached to the Professional Services Agreement (PSA).
- J. Cost proposal (including hourly 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
vlopez@beaumontca.gov

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

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

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

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

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

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	Points
Understanding of the Scope of Services	30
Demonstrated Professional Skill and Credentials	20
Related Experience and Previous Projects	20
Ability and Available Resources to perform the required services	30
Total	100

The CITY may request a qualification interview with the highest-ranked consultant(s) prior to determining the final ranking. This selection will be conducted according to the CITY's adopted

procedures. The CITY may select the top two firms and enter into negotiation. The CITY reserves the right to reject any and all proposals.

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. Literature 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



EXHIBIT "B"

SAMPLE PROFESSIONAL SERVICES AGREEMENT (PSA)

(insert behind this page)

EXHIBIT "B"

VENDORS PROPOSAL

(insert behind this page)



On-Call Geotechnical Engineering Services

Submitted to



Submitted by

verdantas

10532 Acacia Street, Suite B-6
Rancho Cucamonga, CA 91730

October 28, 2024

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A. Cover Letter

City of Beaumont

550 E. Sixth Street
Beaumont, CA 92223

October 28, 2024

Attn: Mr. Vincent Lopez, Project Manager | Raveena Chara, Procurement & Contracts Specialist

Subject: Response to RFP for On-Call Geotechnical Engineering Services

In response to the City of Beaumont’s Request for Proposal (RFP), Verdantas Inc. (formerly Leighton Consulting, Inc.) is pleased to present this proposal to provide geotechnical engineering, materials testing services, plan checking services, and services for preparing design recommendations, plans and other contract documents for public works construction projects.

Verdantas has more than six decades of experience providing these services to municipal clients throughout Southern California. Additionally, we have three in-house laboratories in Temecula, Irvine and San Diego, all of which hold certification from Caltrans, AASHTO, California Division of the State Architect (DSA), cities of Los Angeles and San Diego, and U.S. Army Corps of Engineers (USACE).

Our team will be led by Steven Okubo, PG, CEG, a California Certified Engineering Geologist with significant experience serving municipalities across the County. He will be supported by Jason Hertzberg, PE, GE, who will serve as Principal in Charge, as well as our skilled project team of registered professionals and certified technicians. Kristen Williams, PG, Area Leader West is our signing authority. All three of these individuals are authorized to negotiate on behalf of the firm.

SIGNING AUTHORITY	PRINCIPAL IN CHARGE	PROJECT MANAGER CONTACT
Kristen Williams, PG 949.681.4273 kwilliams@verdantas.com	Jason Hertzberg, PE, GE 909.527.8772 jhertzberg@verdantas.com	Steve Okubo, PG, CEG 909.527.8773 sokubo@verdantas.com

We appreciate this opportunity to present our qualifications and experience to the City of Beaumont. If you have any questions about our services or this proposal, please do not hesitate to contact us. We look forward to working with the City.

Respectfully submitted,

Kristen Williams, PG
VP, Area Leader West

Jason Hertzberg, PE, GE
AVP, Department
Leader

Steve Okubo, PG, CEG
Associate Geologist



Company Name

VERDANTAS INC.

California Corporation

Formerly Leighton Consulting, Inc.

Project Manager | Primary Contact

Steve Okubo, Associate

Geologist 10532 Acacia Street,

Suite B-6, Rancho Cucamonga, CA

91730 909-527-8773

sokubo@verdantas.com

Subconsultants

N/A

B. Introduction / Information

We understand that the City of Beaumont needs a qualified team to provide geotechnical engineering, materials testing services, plan checking services, and services for preparing design recommendations, plans and other contract documents for public works construction projects.

We also understand that in 2020, the City had identified “**Facets of Livability**” that you are dedicated to improving for your community, particularly street infrastructure and quality as well as enhanced mobility and traffic. We are well-positioned and eminently qualified to assist the City in those areas with the provision of geotechnical and materials testing services, having provided them in the surrounding area for more than six decades on projects including bicycle paths, sidewalk maintenance, street

improvements, slurry seals, and larger transportation projects as well as other infrastructure and municipal improvements. We would be honored to join you in your goal of improving the quality of life for your residents, businesses, and visitors.

Verdantas has long-standing roots in Riverside County and has served hundreds of municipalities across the county and throughout Southern California, including Beaumont. This extensive local experience gives us insight into the local requirements and regulators, informing our team’s approach to best serving the City. We have been performing geotechnical and materials testing services in Riverside County for over 40 years, which includes providing plan review services, developing geotechnical reports with recommendations for design, soil compaction testing, special inspection of concrete formwork and reinforcing, and material testing of ready-mix concrete for slump and strength. All of these services are performed in-house without the need of subconsultants or outside laboratories.

We have three in-house geotechnical and materials testing laboratories located in Temecula, Irvine, and San Diego. Our labs are accredited by AASHTO, Caltrans, California Division of the State Architect (DSA), cities of Los Angeles and San Diego, and U.S. Army Corps of Engineers (USACE). We provide standard ASTM and Caltrans testing methods and can respond with additional testing methods modified to meet specific field and/or contract conditions. Our laboratories participate bi-yearly in Cement and Concrete Reference Laboratory (CCRL) Sample Proficiency Testing as well as the AASHTO Materials Reference Laboratory (AMRL) and consistently achieve the highest possible ratings.

C. Firm Approach

The Verdantas team will work closely with your staff, appropriate regulatory agencies and other stakeholders to ensure your priorities and expectations are fully realized. Through previous successful as-needed contracts, we have found the most important management tool to ensure project success is proactive communication.

Effective Communication & Cost Controls

The Verdantas Team holds internal weekly management meetings to forecast our personnel resource utilization. We discuss current workload and anticipated “notices to proceed” for all on-going and new contracts.

All of our offices are interconnected Microsoft Teams to allow for all of our staff to work effectively on projects regardless of where the work is. GIS/CADD functions are centralized for improved productivity and reduced costs. This benefits the City in that we can efficiently work on your projects regardless of location, and we can quickly mobilize to meet your schedules. Further, data can be rapidly posted on our secure web-based client portals.

Supported with our deep bench of California-licensed professionals here in southern California, we will also be prepared to respond to your needs on short notice -- such as natural disasters and emergencies. We can provide the City a specific on-call 24/7 telephone number.

Using real-time accounting, our Project Managers can have a snapshot of costs at any time (typically daily). Project Managers will work closely with the City to manage costs, and keep City personnel informed about our progress and remaining budget for a given project. We will not exceed an agreed-upon budget without prior written notice from appropriate City personnel. To the extent desired by the City, we will also communicate with you to keep you aware of our progress, including schedule and budget projections (as appropriate).

Project Management

As part of our philosophy, we believe in creating a “true partnership” with our clients to meet or exceed their objectives and expectations. We do this by collaborating closely with our public clients through proactive and effective communication practices. This includes schedule and budget control measures, responsiveness, and implementing our internal quality control and assurance of our services and deliverables. Our approach is to work closely with the City and with inspectors and your consultants, including architects and construction managers, to discuss project requirements and proactively address any foreseeable issues in a timely manner to prevent any project schedule related delays.

Verdantas uses MetaField as a networked and integrated Field Information Management System (FIMS) and Laboratory Information Management System (LIMS). This eliminates the need for paper

in the field, laboratory and/or office; although we produce printed copies of any documents you need or want, at any time. Our field staff is equipped with company-provided cell phones, networked laptops, tablets and wireless (Bluetooth®) printers for those regulators and clients who still require paper. This system allows us in real time to email data typically as a PDF, or post data on a web page for your independent and secure access.

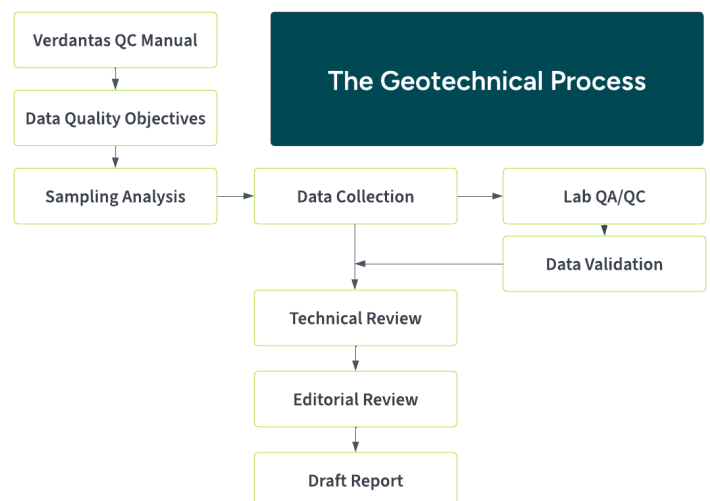
Field staff will be mobilized from our nearby Rancho Cucamonga office, with support from our other Southern California offices, as needed. Field staff personnel are dispatched using MetaField, which e-mails their assignments to their phone and/or tablet, so they can see the site location, site-specific contact persons, and prior data acquired for that site. All data acquisition is stored and transmitted electronically, using a secure cellular network and the Cloud.

QA/QC Program and Procedures

Diligent quality control and quality assurance are essential for the technical excellence of engineering services and reports. Verdantas’ quality assurance program consists ultimately of principal review of all deliverables before submittal to our clients, a practice long proven to be successful. Accordingly, the success of our quality control program rests upon the integrity of our principal engineers and geologists. In this regard, our bench of principal professionals has demonstrated unwavering commitment to quality and professional integrity through their long tenure with Verdantas.

On each project, Verdantas employs several layers of quality assurance procedures to ensure adherence to the project’s goals, budgets, and schedules, and to maintain the highest quality technical data. Budget status, work progress, and the results of data collected in the field are conveyed in regular communication from Verdantas’ Project Manager to the Districts’ designated point(s) of contact. Through constant monitoring of project costs, schedule, and results, and through clear communication with the Districts, Verdantas minimizes change orders throughout the duration of each project to its completion.

Documents for agency submittal, including their associated tables and figures, undergo a two- to three- tiered internal review, depending on size and complexity. Data tables and figures are initially drafted by junior staff under the guidance of the Project Manager. Once complete, these work products are combined with the report text to form a complete document for review by the Principal in Charge. The QC officer checks both the data points and the broader conclusions of the report prior to



submitting a draft report to the Districts for review. Our quality control approach includes the following steps as illustrated in the accompanying flowchart (see previous page).

- Identification of specified task objectives
- Selection of qualified personnel for specified tasks
- Compliance with field procedures, as documented in Verdantas field procedures manual
- Selection and application of systematic data acquisition and analysis techniques
- Review of data during the project to conform appropriateness and adequacy of techniques in meeting task objectives
- Application of quality control measures during data collection and analysis
- Formal project review in which conduct and the work products are critically reviewed and evaluated by senior personnel who have extensive experience and seasoned judgment
- Documentation of the Above Terms

D. Firm Profile

Verdantas, Inc. is a California C-Corporation dedicated to providing our clients with expertise in engineering consulting, the environment, and its supporting

infrastructure. Verdantas has grown exponentially in the last four years, strategically acquiring firms including Southern California’s premier geotechnical consultant, Leighton Consulting, Inc. With the addition of Leighton’s legacy team, Verdantas has the advantage of **more than 63 years of experience** delivering industry-leading geotechnical engineering, environmental consulting, and materials testing and inspection services to local communities.

Our team is comprised of more than 60 California-registered Geotechnical Engineers, Civil Engineers, Certified Engineering Geologists, Professional Geologists as well as multi-certified laboratory technicians, field soils/materials technicians, and special inspectors. As part of the larger Verdantas LLC family of companies, we employ more than 1,400 staff across the nation.

Office Locations

Rancho Cucamonga | Temecula (Office + Lab) | Irvine (HQ) | Irvine (Lab) | San Diego (Office + Lab) | Santa Clarita | Victorville | Palm Desert

E. Location

Verdantas’ local office is located at: [10532 Acacia Street, Suite B-6, Rancho Cucamonga, CA 91730](#). We have additional near-by office and laboratory in Temecula and another office location in Palm Desert.

F. Resume of Lead Consultant

Steven Okubo, PG, CEG will be the Project Manager and the City’s primary contact for services. His resume, along with the rest of our proposed team, has been included in the *Appendix*.

G. Key Personnel

Below we have provided a summary of the staff that will be made available to the City of Beaumont. Full resumes for all staff describing their experience with similar projects have been provided in the *Appendix*.

Staff Role	Qualifications
Jason Hertzberg, PE, GE <i>Principal-in-Charge</i>	<i>26 years of experience</i> CA – Civil Engineer - #61778 CA – Geotechnical Engineer - #2711
Steven Okubo, PG, CEG <i>Project Manager Associate Geologist</i>	<i>22 years of experience</i> CA – Geologist - #9366 CA – Engineering Geologist - #2706 CFR 1910.120 OSHA 40-Hour Training & 8-Hour Refresher
Luis Perez-Milicua, PE <i>Associate Engineer</i>	<i>11 years of experience</i> CA – Civil Engineer - #89389
Jose Tapia, PE <i>Senior Project Engineer</i>	<i>8 years of experience</i> CA – Civil Engineer - #91630 CFR 1910.120 OSHA 40-Hour Training & 8-Hour Refresher Confined Space Entry Training CPN Nuclear Gauge Certification
Jeffrey Olson <i>Field Operations Manager</i>	<i>9 years of experience</i> CFR 1910.120 OSHA 40-Hour Training & 8-Hour Refresher CPN Nuclear Gauge Certificate
Jose Lopez <i>Senior Engineering Technician</i>	<i>19 years of experience</i> Caltrans Testing Methods: 105, 125 AGG, 201, 216, 226, 231, 504, 518, 523.1, 539, 540, 543, 556, 557 CPN Nuclear Gauge Certificate
Brandon Thomas <i>Senior Engineering Technician</i>	<i>21 years of experience</i> Caltrans Testing Methods: 231 CFR 1910.120 OSHA 40-Hour Training & 8-Hour Refresher CPN Nuclear Gauge Certification Confined Space Entry Training Contractor Safety Orientation
Stacy Weimer <i>Special Inspector</i>	<i>28 years of experience</i> AWS – Certified Inspector – Welding ICC- Reinforced Concrete, Structural Masonry, Structural Steel and Welding, and Structural Steel and Bolting Respirator Fit Test
James “Bo” Flack <i>Special Inspector</i>	<i>19 years of experience</i> AWS – Certified Inspector – Welding ICC – Special Inspector – Structural Steel and Bolting

H. References

Below we have called out some specific project experience similar in nature to those being requested by the City of Beaumont.

On-Call Materials Testing and Special Inspections, and Geotechnical Engineering | Riverside, CA

Verdantas has been working with the City of Riverside since 2004 on an as-needed basis. We have provided our full suite of services including materials testing, special inspections, and geotechnical engineering.

Magnolia Avenue Widening: Verdantas provided geotechnical and pavement observation and testing during construction of the City of Riverside Magnolia Avenue Widening project. This project widened Magnolia Avenue within the existing median to create an additional traffic lane in both directions of the 2.8-mile segment between Buchanan Street and Banbury Drive, and leading to the State Route 91 ramps on Magnolia. Pavement rehabilitation consisted of resurfacing the existing asphalt with cold mill and overlay. Other improvements included traffic signal, striping, signing, storm drain, electric, telecommunication, landscape, and irrigation modifications as well as replacement of existing concrete sidewalk, curb, gutter, and pedestrian ramp repairs.

Monroe Storm Drain Improvements: Verdantas provided the City of Riverside with on-call observation and testing services during the construction of the proposed Monroe MDP Line E, E-2 and E-5 Storm Drain Project along Gratton Street from Lincoln Avenue to Hermosa Drive, Hermosa Drive from Gratton Street to St. Lawrence Street, and Dufferin Avenue from Gratton Street to Adams Street in the City of Riverside, CA.

The proposed improvements consisted of installing a network of 66" and 72" Reinforced Concrete Pipes (RCP) with an approximate trench length of 7,619 linear feet along Gratton Street; a network of 42", 48", 54", and 66" RCP with an approximate trench length of 2,043 linear feet along Hermosa Drive; and a network of 48" and 54" RCP with an approximate trench length of 1,400 linear feet along Dufferin Avenue. Improvements also consisted of trench repair, catch basins, manholes, lateral connector pipe installations as well as asphalt paving, construction of driveways, cross gutters, curb and gutters, and berms, driveway approaches, and sidewalks. Observation and testing services generally included onsite observation and testing of trench backfills, prepared subgrade soils, base, and asphalt

Client Name

City of Riverside

Contact

Kevin Goodwin, Project Manager 3900
Main Street | Riverside, CA 92522
951.351.6420 |
kgoodwin@riversideca.gov

Length of Services Provided

Since 2004

placement, laboratory testing of subgrade soils and asphaltic concrete for conformance with project specifications.

As-Needed Engineering Materials Testing and Inspection Corona, CA

Working under an as needed contract, Verdantas provides geotechnical engineering, soils observation and testing and materials inspection and testing. Projects have been distributed throughout the City for utility upgrades such as pipelines for potable water, water treatment wells, and pump stations, city buildings, improvements at City parks, and other infrastructure. Our contract is based on a qualifications selection, and has been uninterrupted for more than 10 years.

The Water Treatment Facility. Since nitrite can cause short-term health effects, their presence in drinking water is a high priority public health issue. Based on test results of the water supply, agencies build treatment facilities into their water distribution system. This project added a resin ion treatment facility on a portion of a City park. Verdantas provided the City a geotechnical report for design; and soils and materials testing during construction. Our field exploration consisted of hollow-stem auger borings sufficient to provide data for our geotechnical analysis and recommendations. Soils observation included taking field samples for laboratory testing to determine the laboratory maximum dry density and optimum moisture content; observation of compaction of the subgrade soils and trench backfill. Materials testing and special inspection services included inspection and sampling during placement of concrete, compressive strength testing of concrete cylinders and grout, and asphalt pavement compaction testing.

Animal Services and Shelter. The City of Corona was planning an animal care facility on a City owned parcel used as a solid waste transfer facility. For this project Verdantas provided the geotechnical report for design, Phase I ESA and soil sampling, asbestos lead-based paint survey, and observation and materials testing during construction.

Materials testing services included full- and part-time observation and compaction testing during over-excavation and fine grading of building pad, pavement areas and backfill compaction of underground utilities, and part-time observation and testing of pavement subgrade and aggregate base construction. Special inspectors provided reinforced steel testing and sampling, concrete batch plant inspection, concrete mix design review, concrete sampling and casting of compressive strength test cylinders, pull testing of epoxied anchor bolts, shop and field welding inspection and ultrasonic testing of field and shop welds.

Client Name

City of Corona

Contact

Kenny Nguyen, CIP Manager
400 S. Vicentia Ave. | Corona, CA 92882
951.817.5765 |
Kenny.Nguyen@coronaca.gov

Length of Services Provided

Since 2012

Ahmanson Lift Station Replacement. Located in the eastern boundary of the City, adjacent to the Santa Ana River, this capital improvement project was a partial replacement and addition to the existing facilities to upgrade and improve capacity of the sewage lift station, including a new gravity sewer and sewer force main. Verdantas completed a field exploration and provided a geotechnical report for the design of the improvements working for the civil engineer. Under an on-call contract with the City we then provided services during construction of the lift station upgrades included sampling of on-site soils for laboratory maximum dry density and optimum moisture content (“compaction curves”) tests, and corresponding grain size distribution to match the soils with the appropriate compaction curve. This information was then communicated to the soil technician for observation of compaction of the subgrade soils and trench backfill. Concrete technicians sampled fresh concrete at the batch plant and on-site performing slump tests and preparing cylinders for compressive strength testing of concrete cylinders.

Temescal Desalter Improvements. Verdantas provided as-needed observation and testing for building improvements and generator addition. Density tests were taken at curbs and walkways, and for masonry wall. Wall construction included observation of CMU placement, mortar and concrete samples for laboratory testing.

Arlington Desalter Connection. The Arlington Desalter Promenade Connection is one of the building blocks for WMWD’s integration of water supply for retail and wholesale customers. This project constructed a vital connection to increase the available water to and from the City of Corona supplies. Verdantas provided soils and materials testing and inspection.

On-Call Geotechnical Engineering and Materials Testing Rancho Cucamonga, CA

Working under an on-call that has been uninterrupted since 2008, Verdantas provides geotechnical engineering, soils observation and testing, and materials testing and special inspections to the City of Rancho Cucamonga.

Fire Station #172: Verdantas completed a geotechnical exploration for an approximately 2-acre property for a new composite of five abutting buildings and a separate storage building. The purpose of our exploration was to evaluate the geotechnical conditions under the proposed Fire Station #172 footprint and identify significant geotechnical and geologic issues that would impact the proposed buildings. During a review of pertinent maps and reports, we discovered that the site may be situated on or just outside of

Client Name

City of Rancho Cucamonga

Contact

Romeo David, Associate Engineer
10500 Civic Center Drive | Rancho
Cucamonga, CA 91730 | 909.774.4070 |
romeo.david@cityofrc.us

Length of Services Provided

Since 2008



the locally concealed, potentially active Red Hill fault as established by the City of Rancho Cucamonga. At the time of our work, it was our understanding that others were addressing the Red Hill fault specific to the site.

Our work included logging and sampling seven test pits, geotechnical laboratory testing and analyses of selected samples, and geotechnical recommendations for the design. We also provided materials testing and special inspection during construction of the fire station facility.

Snowdrop Road Project: Beginning as an uneven, narrow roadway consisting of both paved and unpaved sections, the nearly two miles of roadway and drainage improvements to Snowdrop Road significantly upgraded the service and safety to the 78 properties that depend on it. Verdantas provided geotechnical engineering and construction materials testing for the project, including geotechnical recommendations for pavement design.

Los Amigos Park: Verdantas provided the City a geotechnical design report, and geotechnical observation and materials inspection and testing as construction was underway. Critical to obtaining funding was designing a park with sustainable features. For a proposed infiltration basin, Verdantas performed percolation tests. Although the site appeared undeveloped, there was evidence of past agricultural use, with undocumented fill across the site. Recommendations included overexcavation for buildings and screen walls based on test pit observations and laboratory testing of samples. Verdantas was the prime consultant contracted to provide geotechnical and testing services for the park construction. Soils technicians completed moisture and density testing during rough grading with samples taken to our laboratory for maximum dry density and optimum moisture content, and sieve analyses. Concrete sampling and testing were completed as needed in response to requests by City personnel.

Epicenter Gymnasium: Verdantas provided a geotechnical report based on a field investigation taking soil samples from 15' deep borings and completing percolation tests in three of those borings. The alluvium soil and undocumented fill contributed to our recommendation to overexcavate and recompact the areas of undocumented fill in building footprint areas. Infiltration rates were provided based on San Bernardino County guidelines.

Verdantas was also retained to provide geotechnical observation and material inspection and testing which included observation and testing of rough grading, backfill placement, in-situ moisture, and density tests; welding inspection of rebar and roofing; concrete sampling and testing at batch plant and on site. Laboratory tests of import fill materials, pipe bedding and aggregate base, concrete, rebar were completed as indicated in project specifications. Daily reports were completed and provided to the City's inspector with a summary of field moisture and density test results

On-Call Materials Testing, Special Inspections, and Geotechnical Engineering

San Bernardino, CA

Working under an as needed contract, Verdantas provides geotechnical engineering, soils observation and testing and materials inspection and testing. Projects have been distributed throughout the County from Needles to Hesperia, Victorville, Big Bear, and Bloomington. The Special Districts Department's Water and Sanitation Division (Division) consists of seventeen (17) water and sewer county service areas and their zones. Verdantas' task orders for the County Special District Department include capital improvements such as water and sewer pipelines, improvements at county parks, and other utility upgrades.

The Spring Valley Lake Paving Project. For the Spring Valley Lake service district, the County constructed 5,000 LF of sewer and water lines in residential streets. Under our on-call contract, Verdantas provided geotechnical observation of trench backfill providing the County with moisture and density test results. Samples were sent to our laboratory for compaction curves and grain size distribution tests.

Lytle Creek North WRP Sludge Drying Beds Improvement Project. When the Lytle Creek North Wastewater Treatment Plant and pipelines were first constructed, Verdantas provided the geotechnical investigation and testing services for the wastewater treatment and water recycling plant, discharge ponds, and related pipeline easements. Secondary projects included geotechnical design for the pipeline to the nearby Sherriff's facility. The County proceeded with the Sludge Drying Beds Improvement project. Verdantas provided geotechnical testing of on-site soils, aggregate base, and import fill. Density tests were taken on the subgrade and in area of lift station. Laboratory tests of field samples included Particle- Size Distribution (Gradation) Using Sieve Analysis and Modified Proctor Compaction Tests.

Big Bear Alpine Zoo, Big Bear Lake. Verdantas provided masonry and reinforcing steel special inspection for the Big Bear Alpine Zoo relocation. Our services include inspection of welding procedures and welds for evaluation of conformance to approved plans, specifications, and building codes during field fabrications.

Other Projects that Verdantas has provided services include:

- MacKay Park Methane Probe Installation
- Cedar Glen District Water Line
- Akeelah Oak Hill
- New Water and Sewer Pipelines
- Calico Dump Station 1
- Valley Boulevard Sewer Improvement

Client Name

County of San Bernardino,
Department of Public Works –
Special Districts

Contact

Medhat Matta, Supervising Engineer
222 W Hospitality Ln Second Floor |
San Bernardino, CA 92415
909.387.8054 |
mmatta@dpw.sbcounty.gov

Length of Services Provided

Since 2012



Project

- Spring Valley District Huerta Reservoir
- Water Cypress Road, Cedar Glen District
- Needles Fire Station
- Kessler Park Methane Well Extensions

On-Call Geotechnical and Materials Testing Services Industry, CA

Verdantas has provided a wide variety of services for the City of Industry since the early 1990s, most prominently during the design and construction of the Industry Business Center East and West Projects.

Industry Business Center East and West Projects. The project includes approximately 600 acres of moderate to steep hillside terrain in the eastern Puente Hills adjacent to Diamond Bar. The site is underlain by Puente Formation bedrock as well as surficial deposits including compressible alluvium, colluvium and landslide debris. Significant geotechnical issues include stabilization of numerous planned cut and fill over cut slopes in excess of 150 feet in height as well as stabilization of several large landslides. The project also included dewatering of shallow groundwater, removal of compressible soil, installation of an extensive subterranean water removal system, placement of deep fills, settlement monitoring and design recommendations for construction. Geotechnical observation and testing for the first 3 phases of construction included detailed geologic mapping of cuts slopes and removal excavations, observation of subdrain installation and observation and testing during fill placement and compaction.

Walnut Drive South Widening and Storm Drain Improvements. Improvements to this residential street, located on a hillside, included widening by 13 feet and replacing an open channel with a reinforced concrete box. The storm drain connects to a larger culvert at SR-60. To increase the street width, excavation of the hillside will result in a reinforced 10 foot slope with a gradient of 4:1 (horizontal: vertical). The open channel was impacted by large trees and over-growth of plant material. Verdantas provided the city with the geotechnical recommendations for design, plan review, and geotechnical observation and testing. During construction excavation seepage was observed under the existing storm drain. Our recommendations were to install a subdrain to collect seepage water and be tied into the storm drain at the location of its upstream connection to the existing storm drain.

Client Name

City of Industry

Contact

John Nelson, City Engineer
15625 Mayor Dave Way, Industry,
CA 91744 | 626.333.2211 |
jnelson@cityofindustry.org

Length of Services Provided

Since 1991

I. Scope of Services

1. Geotechnical Investigation & Design Services:

Our geotechnical investigations will be mobilized and managed out of our Rancho Cucamonga office. We will prepare a detailed proposal that will be tailored to meet each individual project's goals. The proposal will present our proposed scope of work, the anticipated schedule, and a breakdown associated fees. Each proposal will be crafted with a focus on providing expedient and cost-effective engineering solutions. We anticipate that our geotechnical investigations will support the following:

- Geotechnical / Geologic studies for a variety of CITY projects
- Feasibility evaluation and alternative analysis
- Plan preparation and development of specifications

Research and Studies: A task that begins during proposal preparation, our initial Research and Studies for the project will consist of performing a review of existing available documents, geologic maps, and plans relevant to the project that will provide a useful understanding of existing site conditions and site history.

Field Exploration: Prior to executing our field investigation scope as generally summarized below, a member of the Verdantas technical staff under the direct supervision of a California-licensed Geotechnical Engineer or Certified Engineering Geologist will visit the site ascertain equipment access and determine suitable exploration methods. Our field exploration program will typically include the following scope:

- Perform a geotechnical reconnaissance of the project site including marking out of exploration locations; observation and geologic mapping of existing slopes, utility trench cuts and boxes, access constraints; and geologic observation of site geology and adjacent geology where visible.
- Prior to our proposed subsurface exploration, we will notify Underground Service Alert (DigAlert) to screen the proposed exploration locations for the presence of subsurface public utilities. We will also coordinate boring locations with site facilities personnel and may have our exploration locations cleared by a private underground utility subcontractor.
- We will acquire necessary permits, if needed.
- We will perform our subsurface evaluation program that may consist of, but is not limited to, a combination of geotechnical borings, Cone Penetrometer Test soundings (CPTs), test pits, and/or geophysical surveys. The exploration method will be selected on a project specific basis based on our understanding of the proposed development and existing site conditions.

- Perform field percolation testing to support the design of proposed stormwater infiltration devices, if any. The field percolation testing will be performed in accordance with the latest Riverside County guidelines.
- At the completion of our field investigation, the explorations will be backfilled in accordance with County guidelines and patched to match existing surface conditions. Drill cuttings may need to be stored temporarily on-site, in clearly labeled 55-gallon drums, pending soil characterization and disposal at an appropriate receiving facility.

Laboratory Testing: Verdantas has three laboratories (Irvine, Temecula, and San Diego) with an extensive inventory of equipment and cross-trained staff that can handle many types of samples and tests. Our ability to load-level our tests between laboratories allows us to accept large volumes of samples and be more responsive to our client's needs when rapid turn-around times are needed. We perform a full spectrum of geotechnical soil testing in-house, including, but not limited to:

- Moisture/Density
- Specific Gravity
- Particle Size Analyses
- Atterberg Limits
- Direct Shear
- Triaxial Shear
- Consolidation/Swell
- Stabilometer (R-value)
- Compaction
- Expansion Index
- Falling/Constant Head Permeability
- Corrosivity

The following is a list of common tests for aggregate, hot mix asphalt (HMA) and Portland cement concrete (PCC) that Verdantas performs in our laboratories on a regular basis.

- Aggregate (HMA & PCC)
- Sieve Analysis
- Specific Gravity (Coarse/Fine)
- Sand Equivalent
- Durability
- LA Rattler
- Soundness (Sodium/Magnesium)
- Organic Impurities
- Hot Mix Asphalt & Portland Cement Concrete
- Maximum Density - Hveem
- Concrete Cylinder Compression
- Flexural Strength of Concrete
- Bulk specific Gravity of Compacted HMA
- Asphalt Extraction by Ignition
- Theoretical Maximum Density/Specific Gravity
- Wet Track Abrasion of Slurry Seal

The quality of our laboratory is controlled using certification programs from the City of Los Angeles Department of Building and Safety (LADBS), AASHTO Materials Reference Laboratory (AMRL), California Division of the State Architect (DSA), Caltrans (various districts), among others. The quality of our analyses is controlled using verification forms that require stand-alone, fully reviewed engineering calculation packages to support design recommendations.

Report and Findings: We will prepare a geotechnical design report in accordance with the most

current California Building Code and appropriate regulatory agencies guidelines and requirements. The report will contain graphics and discussions presenting our findings, conclusions, and

recommendations for the project. The report will be signed by a California-licensed Geotechnical Engineer (GE) from our firm. Generally, our report will provide the following:

Subsurface Conditions: A discussion regarding the encountered subsurface soils conditions including soil type, in-situ moisture content and density, and depth to groundwater

Geologic Hazards: We will discuss potential geologic hazards at this site, including potential for surface fault rupture, ground shaking, liquefaction, lateral spreading and differential seismic settlement, and potential flood hazards at the site using available data.

Seismicity: We will provide a regional fault map showing the proximity of this site to major faults identified by the California Geological Survey within a 100-kilometer radius of the site. We will also perform a site-specific ground motion analysis to obtain site-specific seismic coefficients in accordance with applicable ASCE 7 and California Building Code (CBC).

Grading and Earthwork: We will present earthwork criteria, including recommendations for new footing subgrade preparation, recommendations for removal of unsuitable soil or fill, utility trench backfill, surface drainage, and landscaping considerations, as necessary. Recommendations for import soil engineering and compaction criteria will also be provided.

Foundations: Utilizing data collected during our exploration, we will recommend allowable vertical and lateral bearing pressures for use in designing new spread-footing foundations. We will also provide foundation design criteria including recommendations for minimum size, embedment depth, allowable vertical and lateral capacities, and expected total and differential settlements. In addition, foundation recommendations for light poles footings, fence post footings, and other free-standing canopy structures will be provided.

Lateral Earth Pressures: Recommended lateral earth pressures for active, at-rest and passive conditions, and soil friction will be provided for use in retaining wall design.

Slabs-On-Grade: We will present concrete slab-on-grade design criteria, including recommendations for subgrade preparation, moisture vapor mitigation and if necessary, non-expansive fill.

Asphalt Concrete and Portland Cement Concrete Pavements: We will provide recommendations for AC and PCC pavement sections based on assumed traffic indices. We will also provide recommendations for permeable and precast pavers.

Temporary Excavations: Utilizing the data collected during our exploration, we will present temporary excavation guidelines (construction site safety is the responsibility of the contractor).

2. Pavement Evaluation and Design:

Verdantas will perform pavement analysis and design services and will develop pavement recommendations for each street section in accordance with both the Caltrans Flexible Pavement

Rehabilitation Manual and Caltrans Highway Design Manual. New pavement structural sections, where appropriate, will be developed using the design methods in the Caltrans Highway Design Manual. We will develop recommendations including, but not limited to, the following:

- Conventional hot mix asphalt pavement overlays;
- Rubberized asphalt concrete overlays;
- Alternative reconstruction methods (in-place recycling, mill and fill, etc.);
- Use of pavement reinforcing fabrics and crack sealants;
- Locations and treatments of failed pavement sections (base repairs);
- Full-width and wedge grinding requirements; and
- Surface seal treatments, if appropriate.

We will then summarize our recommendations in a Materials Report to the CITY, which at a minimum, will include the following:

- Results of deflection testing, if performed;
- Results of coring activities;
- Description of testing procedures;
- Description of analysis performed for the project;
- Recommended alternatives for pavement rehabilitation; and
- Recommendations for rehabilitation of any excessive pavement damage, defects, poor sub-base, and/or steep cross slopes.

We will discuss our draft Materials Report with the CITY and respond to any questions or comments. A final Materials Report, signed and stamped by a Registered Geotechnical Engineer, will then be provided to the CITY. We are committed to close and frequent communication with you and your design team throughout the term of this contract.

3. **Geotechnical Observation & Testing, Materials Testing & Special Inspection:**

Geotechnical Observation and Testing: Our experienced staff of field technicians, geologists and engineers is available to provide geotechnical field observation and testing of earthwork and grading activities for the verification of the quality of work in progress and/or completed during construction phases of the project. Our soils and materials laboratory is capable of performing the necessary tests in compliance with California Test Methods specified in the Caltrans “ Manual of Testing” for Federal Funded projects and the latest requirements of ASTM, “ Greenbook” or as otherwise specified in the contract documents. Typical tasks to be performed during construction will include:

- Geologic mapping of bedrock during grading, especially for hillside project involving stability issues to confirm exposed conditions are consistent with those anticipated in the project soils

report and provide recommendations for remedial measures where appropriate.

- ▶ Field observation, documentation, and testing of fill placement by a qualified soil field technician for grading operations of the site grading performed in general accordance with the recommendations of the plans and specifications, the project soil engineering report, and typical earthwork practices.
- ▶ Installation of settlement monitoring systems and measurement of data indicating amounts and rates of settlement of deeper fills.
- ▶ Observation and testing of on-site utility trench backfill and curb, gutter, and sidewalk.
- ▶ Laboratory testing of selected onsite or import soil samples performed to evaluate their geotechnical characteristics.
- ▶ Attendance at on-site construction meetings.
- ▶ Preparation of Daily Field Reports by our technician summarizing each day’s earthwork-related activities, including areas tested and those areas requiring retesting.
- ▶ Preparation of a geotechnical report presenting summaries of the earthwork activities and the results of our field and laboratory testing performed.

Special Inspection Services: Verdantas has provided special inspection and materials testing services for public works projects, including public parks, community centers, and transportation infrastructure throughout southern California. Verdantas has been the Lead Materials Testing Engineer and Structural Materials Representative (SMR) on numerous projects with Caltrans oversight, and responsible for Quality Assurance (QA) inspection and material testing of bid item components both constructed on-site including concrete, masonry, asphalt; and fabricated off site including precast/prestressed concrete structure elements, traffic signal and lighting standards.

Verdantas’ many years of project experience enables us to provide a deep roster of field technician and special inspectors certified by Caltrans, American Concrete Institute (ACI), International Code of Council (ICC), American Welding Society, and American Society for Non-Destructive Testing (ASNT). With this pool of personnel, we assure you that your project will always be staffed with the most qualified and properly certified technicians/inspectors; and that project specifications and code requirements will be strictly followed.

SUMMARY OF SPECIAL INSPECTION SERVICES	
REINFORCED CONCRETE	STRUCTURAL STEEL
Batch Plant	Material Identification
Placement of Reinforcing Steel	Shop Fabrication / Welding
Sampling and Testing of Fresh Concrete	Field Welding
Placement of Concrete during Pour	High Strength Bolt / Skidmore Test
PRESTRESSED CONCRETE	Spray-Applied Fireproofing
Placement of Post-Tensioned (PT) Tendons	NON-DESTRUCTIVE TESTING
Post-Tensioned (PT) Tendon Stressing	Ultrasonic Testing
Pre-Cast Concrete Fabrication	Magnetic Particle Testing



SHOTCRETE / GUNITÉ	Dye Penetrant Testing
Shotcrete / Gunité Application	Schmidt Hammer
POST-INSTALLED ANCHORS / EPOXY DOWELS	Pachometer
Pull Test	WOOD
Torque Test	Shear Walls / Diaphragms, Holdowns
MASONRY	Glued-Laminated Beam Fabrication
CMU Blocks Lay-Up / Rebar Placements	Other
Placement of Masonry Grout	Ground Rod Tests
Sampling of Masonry Mortar, Grout	

Materials Testing Services: Verdantas maintains laboratories in Irvine, Temecula and San Diego. Verdantas’ laboratories are assessed and certified by, CALTRANS, AASHTO resource (formerly AMRL), Cement and Concrete Reference Laboratory (CCRL), Division of the State Architects (DSA), U.S. Army Corps of Engineers, City of Los Angeles Department of Building and Safety (LADBS), and City of San Diego. As part of our Quality Assurance (QA) program, our laboratories participate in the reference sample program (RSP) and proficiency sample program (PSP) of CALTRANS, AASHTO, and CCRL. Tests that Verdantas performs in our laboratories on a regular basis are listed in the table at the top of the following page.

We operate in-house combined geotechnical and materials testing laboratories with an extensive inventory of equipment and cross-trained staff that can handle many types of samples and tests. Our ability to load-level our tests between laboratories allows us to accept large volumes of samples and be more responsive to your needs when fast turn-around times are needed. Using ever-evolving technology and proactive management practices, we are able to reduce lag time significantly to generate and distribute laboratory and field reports, which are essential for adherence to critical path schedules. Our experienced office administrators establish a paper trail (electronic if you prefer) that assures reports getting to the proper designees as needed.

All samples come directly to our laboratory for in-house testing, assuring quick turnaround for results, expediting “on-the-job” decisions. All materials test reports are thoroughly reviewed by our Civil Engineer of Record for accuracy prior to being distributed to our clients.

SUMMARY OF MATERIALS TESTING SERVICES	
Aggregate (HMA & PCC)	Portland Cement (PCC)
Sieve Analysis	Compressive Strength
Specific Gravity (Coarse/Fine)	Flexural Strength
Sand Equivalent	Non-Shrink Grout
Durability	Reinforcing Steel
LA Rattler	Tensile / Bend – Rebar (A615/A706)
Soundness (Sodium/Magnesium)	Tensile Strength – Strands (Prestressed Concrete)
Organic Impurities	Epoxy Coated Rebar (A775)
Hot Mix Asphalt (HMA)	Masonry
HVEEM (Stability)	Compressive Strength – Mortar
Superpave – Gyrocompaction	Compressive Strength – Grout
Superpave – Hamburg Wheel	Compressive Strength – CMU
Resistance of Compacted HMA to Moisture	Compressive Strength – CMU Grouted Prism

Asphalt Extraction by Ignition	CMU – Unit Weight, Moisture, Absorption
Theoretical Maximum Density / Specific Gravity	FireProofing
Bulk Specific Gravity	Unit Weight / Density

4. Geotechnical Review and Plan Check Services:

Technical expertise combined with relevant project experience is critical for a consultant to provide geotechnical services to the City of Beaumont. We maintain an up-to-date knowledge of standard codes and regulations, such as those contained in the California Building Code, Green Book, and California Geological Survey (CGS). Verdantas also sustains an extensive in-house library of geologic reports and historic aerial photographs of the region to reference as part of our review process. We also consider site conditions, our own experience and engineering judgment in conducting our review.

Beyond just technical expertise, Verdantas’ approach to geotechnical review is service-oriented. This service-oriented approach means:

- ▶ Understanding the City of Beaumont’s goals, values, and interests, both generally and on a project-specific basis;
- ▶ Understanding relevant project-specific design objectives and interests of the applicant and its geotechnical consultant;
- ▶ Consulting with CITY representatives regarding the review process both generally and on a project-specific basis;
- ▶ Having key staff readily available to attend City Council, Planning Commission or CITY’s staff meetings if needed, and;
- ▶ Providing an accessible and interactive review process with the applicant’s geotechnical consultant that contributes to a sound project design in an expeditious and cooperative manner.

This approach encourages cooperation, communication and efficiency between CITY representatives, the CITY’s geotechnical reviewer, and the applicant and its geotechnical consultant. Ultimately, the desired result is to protect the CITY’s interests by developing a level of confidence that the consultant’s applicant has met the standard of care in their design of the project.

J. Cost Proposal

We have included our cost proposal in a separate sealed envelope per the RFP's instructions.

K. Additional Information

In order to meet the page requirements, Verdantas has no additional information to share in this proposal, but our team would be more than happy to meet with you to elaborate on or clarify any portion of our proposal or service offerings.

L. Liability Insurance

Verdantas Inc. maintains professional liability insurance including liability at a minimum of one million per occurrence, worker's compensation, and vehicle coverage including comprehensive and collision insurance. Such documents naming the City of Beaumont as additional insured will be in force at the time of contract execution.

Conflict of Interest

Verdantas Inc. does not have 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. We also have no current clients who may have a financial interest in the outcome of this contract to disclose.

Appendix 1 | Resumes

In the following pages, we have provided resumes for our proposed team.



Jason Hertzberg, PE, GE

Principal Engineer

Mr. Hertzberg has a comprehensive understanding of the design and construction process, and the civil and geotechnical aspects of projects related to public infrastructure and facilities. He has provided public agencies throughout San Bernardino and Riverside counties with expert geotechnical engineering and consulting services for local streets and highways, storm drain lines, potable and recycled water pipelines, open spaces such as parks and nature reserves, civic buildings, and essential facilities. His expertise includes geotechnical site investigations, shallow and deep foundation design, buttress, and structural landslide mitigation.

Project Experience

On Call Geologic and Geotechnical Consultant

San Bernardino, CA

Project Manager responsible for all task orders, including budget, schedules, and deliverables. This contract with San Bernardino County Special Districts includes geotechnical engineering, soils observation and testing and materials inspection and testing. Projects have been distributed throughout the County from the High Desert to Big Bear, Bloomington, and Needles. During his tenure the contract has been uninterrupted for more than 12 years, projects have included capital improvements such as water and sewer pipelines, improvements at county parks, and other utility upgrades: Big Bear Alpine Zoo Improvements; Calico Regional Park Sewer Improvements; Gilbert Juvenile Hall Waterline Replacement; Spring Valley District Huerta Reservoir; Valley Boulevard Sewer Improvements; Lytle Creek North WRP Sludge Drying Beds; and Muscoy Fire Station are some examples.

Fire Station No. 228

San Bernardino, CA

Project Engineer for geotechnical investigation and design recommendations. The new fire station was constructed adjacent to an active wash, with potential for soil erosion. Significant seismic shaking was a geotechnical issue, due to the presence of regional active faults.

Rancho Cucamonga Sports Center

Rancho Cucamonga, CA

This new 31,500-square-foot gym is next to the Epicenter, the minor league ballpark. Sports enthusiasts have access to three indoor courts and three

Firm

Verdantas

Office Location

Rancho Cucamonga, CA

Education

MS, Civil Engineering, California State University, Long Beach
BS, Civil Engineering, California State Polytechnic University, Pomona

Licenses/Certifications

CA – Civil Engineer - #61778
CA – Geotechnical Engineer - #2711

Years of Experience

26 Years of Industry Experience
26 Years at Verdantas



outdoor courts, and community use rooms. Verdantas provided a geotechnical report with infiltration rates based on San Bernardino County guidelines. This new 31,500-square-foot gym is next to the Epicenter, the minor league ballpark. Sports enthusiasts have access to three indoor courts and three outdoor courts, and community use rooms. Verdantas provided a geotechnical report with infiltration rates based on San Bernardino County guidelines.

Street Overlay and Reconstruction Projects A and B

Rialto, CA

Project Manager for pavement engineering recommendations. Design recommendations were provided for roadway segments based on existing pavement conditions, geotechnical data, traffic index, and desired performance level.

Where possible, recommendations for various types of pavement rehabilitation are provided along with thorough pavement analysis, which can lead to significant cost savings. This project consists of pavement rehabilitation design for street overlays or full depth reconstruction for approximately 29 miles of arterial, collector, and local streets. Streets identified for pavement rehabilitation have Pavement Condition Index (PCI) ranging from 10 to 70. Major roads included in the pavement rehabilitation program includes Riverside Avenue from I-210 to Foothill Boulevard, and Riverside Avenue from I-10 to Center Street.

3rd Street Rehabilitation

Yucaipa, CA

Principal-in-Charge for this street improvement project requiring complete replacement of existing materials, replacement of subgrade, placement of geo grid, and asphalt placement. Verdantas provided all quality assurance testing for the City.

Grand Avenue Bridge Widening over San Jose Creek Channel

Industry, CA

Principal Geotechnical Engineer during the geotechnical design services of a bridge widening. The project includes widening of the existing Grand Avenue over San Jose Creek. The bridge will be widened approximately 13 feet along the southbound lanes. Geotechnical field exploration included performing two borings to depths of 70 feet at each side of the bridge. Geotechnical laboratory testing was performed on the recovered samples. Design recommendations were provided for the proposed bridge widening to be supported on 24-inch-diameter, cast-in-drilled-hole (CIDH) foundations.

Industry Business Center

Industry, CA

Geotechnical Engineer for complex geotechnical investigations, grading review, and design of slope and landslide mitigation over the project's 15-year lifecycle. Industry Business Center is a 600-acre site encumbered with surficial deposits including compressible alluvium, colluvium and landslide debris. The project required detailed recommendations for compressible soil removal, installation of an extensive subterranean water removal system, placement of deep fills, settlement monitoring and design recommendations for construction. Significant geotechnical issues include stabilization of numerous planned cut and fill over cut slopes in excess of 150 feet in height as well as stabilization of several large landslides.





Steven Okubo, PG, CEG

Associate Geologist

Steve's experience extends across a variety of geological and geotechnical issues for public works infrastructure, commercial and residential development, civic buildings, and schools. He has extensive experience conducting geotechnical investigations, which include geologic field mapping; logging (both at the surface as well as down-hole) and sampling of boreholes, test pits, and trenches; aerial photograph analysis; investigating site histories; developing laboratory testing programs; interpreting tectonic geomorphology and surface processes; and providing conclusions and recommendations for geotechnical issues. These geotechnical issues include seismic hazards, slope stability, subdrain system design, fill settlement, pavement section design, retaining wall construction parameters, and foundation recommendations. He also has experience in forensic investigations as it relates to geological and geotechnical issues including residential and commercial building distress, landsliding, flood hazards, and earthquake damage.

Project Experience

On-Call Geotechnical Services, City of Corona, DPW

Corona, CA

Steven served as Project Manager providing geotechnical services for the City of Corona Department of Public Works. Geotechnical services included those during construction of the City's waterline replacement along Hayden Avenue from Howe Street to Nelson Street and the construction of a new water reservoir tank and associated buried utilities and paved roadways at the intersection of Keith and Nelson Streets.

Fire Station No. 172

Rancho Cucamonga, CA

Steven served as Project Manager for a geotechnical evaluation of the proposed fire station replacement. This evaluation included subsurface exploration; review of available pertinent maps, reports, and aerial photographs; laboratory testing; geotechnical analysis of collected data, and providing geotechnical recommendations for design and construction. The project constructs a new 16,274-square-foot public safety facility which will be the new home to Fire Station No. 172 and will also include a police substation, fuel island, carport canopy, site improvements, onsite and offsite underground utilities, and an alternate 4,297sf detached garage.

Firm

Verdantas

Office Location

Rancho Cucamonga, CA

Education

MS, Geology, University of California, Los Angeles

BS, Geology, California State University, Fullerton

Licenses/Certifications

CA – Geologist - #9366

CA – Engineering Geologist - #2706

CFR 1910.120 OSHA 40-Hour Training

CFR 1910.120 OSHA 8-Hour Refresher Training

OSHA 30-Hour Training

Years of Experience

22 Years of Industry Experience

9 Years at Verdantas



Public Works Service Center Southwestern Warehouse

Rancho Cucamonga, CA

Steven served as Project Manager for the geotechnical exploration of a proposed warehouse at the Rancho Cucamonga Public Works Service Center. This study included drilling, logging, and sampling two hollow-stem auger borings and infiltration testing at one location. The purpose of this study was to provide site-specific geotechnical recommendations for the design and construction of the proposed warehouse.

Industry Business Center

Industry, CA

Project Geologist. During rough grading the geologic conditions required evaluation and analysis of conditions continually due to slope failures and ancient landsliding. Geotechnical issues addressed during this project include remedial removals, slope stability, materials suitability, monitoring of cut slopes and potential landslide areas during excavation activities, installation of sub drains, downhole logging, fault trench logging, and test pit logging. Industry Business Center is a 600-acre site encumbered with surficial deposits including compressible alluvium, colluvium and landslide debris. The project required detailed recommendations for compressible soil removal, installation of an extensive subterranean water removal system, placement of deep fills, settlement monitoring and design recommendations for construction. Significant geotechnical issues include stabilization of numerous planned cut and fill over cut slopes in excess of 150 feet in height as well as stabilization of several large landslides.

Spring Valley Lake Road Overlay Project

San Bernardino County, CA

Project Geologist. The project included pavement rehabilitation improvements at various streets in the Spring Valley Lake area. Pavement rehabilitation activities were performed on 118 streets, which included cold plane asphalt concrete pavement, asphalt rubber binder seal coats, tack coats, chip seal, asphalt concrete leveling courses, and rubberized asphalt concrete caps. Pavement improvements were primarily performed in residential streets. The project also included ADA ramp improvements. Leighton provided inspection and testing services in general accordance with the California Department of Transportation (Caltrans) standard specifications and project special provisions for the pavement improvements. Laboratory binder testing included tests on aggregate properties, hot mix, rubber binder, asphalt modifiers, crumb rubber modifiers, and tack coat. Field density testing was performed via nuclear density gauge. Close coordination was performed between the project team and San Bernardino County resident engineer. Material quantities for the project included 13,832 tons of asphalt leveling course and 47,016 tons of rubberized asphalt concrete.

Grand Avenue Bridge Widening over San Jose Creek Channel

Industry, CA

The project includes widening of the existing Grand Avenue over San Jose Creek. The bridge will be widened approximately 13 feet along the southbound lanes. Geotechnical field exploration included performing two borings to depths of 70 feet at each side of the bridge. Geotechnical laboratory testing was performed on the recovered samples. Design recommendations were provided for the proposed bridge widening to be supported on 24-inch-diameter, cast-in-drilled-hole (CIDH) foundations.





Luis Perez-Milicua, PE

Associate Engineer

Mr. Luis Perez-Milicua has 11 years of geotechnical engineering experience in California and Texas. Mr. Perez-Milicua's experience includes forensic analysis of disturbed foundations and expansive soils, geotechnical investigations for transportation and water infrastructure, power generation, as well as new commercial, industrial and education developments. His expertise includes highway bridge foundation design, mechanically stabilized earth walls, slope stability analyses, embankment settlement analyses and highway pavement design.

Project Experience

Street Overlay and Reconstruction Projects A and B

Rialto, CA

Project Engineer for geotechnical and pavement exploration on existing roadways, to provide pavement engineering recommendations. Pavement design recommendations are provided for each roadway segment based on existing pavement conditions, geotechnical data, traffic index, and desired performance level. Where possible, recommendations for various types of pavement rehabilitation are provided along with thorough pavement analysis, which can lead to significant cost savings. This project consists of pavement rehabilitation design for street overlays or full depth reconstruction for approximately 29 miles of arterial, collector, and local streets. Streets identified for pavement rehabilitation have Pavement Condition Index (PCI) ranging from 10 to 70. Major roads included in the pavement rehabilitation program includes Riverside Avenue from I-210 to Foothill Boulevard, and Riverside Avenue from I-10 to Center Street.

Spring Valley Lake Road Overlay Project

San Bernardino County, CA

Pavement rehabilitation improvements were performed on 118 streets--totaling approximately 34 miles of roadway--in the Spring Valley Lake area. The rehabilitation work involved cold plane asphalt concrete pavement, asphalt rubber binder seal coats, tack coats, chip seal, asphalt concrete leveling courses, and rubberized asphalt concrete caps. Pavement improvements were primarily performed on residential streets; however, the project also included ADA ramp improvements. Verdantas provided inspection and testing services in general accordance with Caltrans standard specifications and project special provisions for the pavement

Firm

Verdantas Inc.

Office Location

Rancho Cucamonga, CA

Education

BS, Civil Engineering, University of Texas, San Antonio

Licenses/Certifications

CA – Civil Engineer - #89389

Years of Experience

11 Years of Industry Experience
5 Years at Verdantas



improvements. Laboratory binder testing included tests on aggregate properties, hot mix, rubber binder, asphalt modifiers, crumb rubber modifiers, and tack coat. Field density testing was performed via nuclear density gauge. Project work was closely coordinated between the project team and San Bernardino County resident engineer. Material quantities for the project included 13,832 tons of asphalt leveling course and 47,016 tons of rubberized asphalt concrete.

Fire Station No. 172

Rancho Cucamonga, CA

Project Manager/Project Engineer for geotechnical evaluation of the proposed fire station replacement. This evaluation included subsurface exploration; review of available pertinent maps, reports, and aerial photographs; laboratory testing; geotechnical analysis of collected data, and providing geotechnical recommendations for design and construction. The project constructs a new 16,274-square-foot public safety facility which will be the new home to Fire Station No. 172 and will also include a police substation, fuel island, carport canopy, site improvements, onsite and offsite underground utilities, and an alternate 4,297 square feet detached storage garage. The project site is approximately 2.4 acres. The project constructs a new 16,274-square-foot public safety facility which will be the new home to Fire Station No. 172 and will also include a police substation, fuel island, carport canopy, site improvements, onsite and offsite underground utilities, and an alternate 4,297 square feet detached storage garage. The project site is approximately 2.4 acres.

Walnut Drive South Widening and Storm Drain Improvements

Industry, CA

Associate Engineer. The project widens the street by 13 feet and replaces an open channel with a reinforced concrete box and provides improve storm drainpipe support.

Grand Avenue Bridge Widening over San Jose Creek Channel

Industry, CA

Project Manager for geotechnical investigation and design services for widening the existing Grand Avenue over San Jose Creek, which included widening the bridge structure approximately 13 feet along the southbound lanes. Geotechnical field exploration involved performing two borings to depths of 70 feet at each side of the bridge. Geotechnical laboratory testing was performed on the recovered samples. Design recommendations were provided for the bridge widening to be supported on 24-inch-diameter, cast-in-drilled-hole (CIDH) foundations.

Pavement Rehabilitation, Magnolia Avenue

Riverside, CA

Project Engineer overseeing geotechnical testing of asphalt, base material, and PCC testing per Caltrans test methods. Project documentation met federal highway audit standards. This City of Riverside project widened Magnolia Avenue within the existing median to create an additional traffic lane in both directions of the 2.8-mile segment between Buchanan Street and Banbury Drive and leading to the State Route 91 ramps on Magnolia. Pavement rehabilitation consisted of resurfacing the existing asphalt with cold mill and overlay. Other improvements included traffic signal, striping, signing, storm drain, electric, telecommunication, landscape, and irrigation modifications as well as replacement of existing concrete sidewalk, curb, gutter, and pedestrian ramp repairs.





Jose Tapia, PE

Project Engineer

Mr. Tapia has experience in geotechnical engineering, construction observation, testing, and data analyses. His responsibilities as a Staff Engineer include subsurface explorations and develop cross sections by logging and sampling hollow-stem auger borings and rotary wash borings and supervising Cone Penetrometer Testing (CPT), preparation of geotechnical laboratory assignment, analyze computer models to predict slope stability, perform earthquake-induced liquefaction and settlement analysis and identify the potential hazards. Study expansion potential of soils, develop remediation alternatives, overseeing full displacement cast in-situ (DeWaal) pile installation and testing.

Project Experience

Industry Business Center

City of Industry, CA

Project Engineer for a 600-acre site encumbered with surficial deposits including compressible alluvium, colluvium and landslide debris. The project required detailed recommendations for compressible soil removal, installation of an extensive subterranean water removal system, placement of deep fills, settlement monitoring and design recommendations for construction.

Fire Station #205

Rialto, CA

Project Engineer for Verdantas as they provided geotechnical observation and testing services during rough grading and construction of the fire station building. Observation and testing were provided on a full-time basis for building pad grading and on an on-call basis for testing of footing excavations, subgrade and aggregate base placement for rear and front building driveway approaches.

Street Overlay and Reconstruction Projects A and B

Rialto, CA

Project Engineer. This project consists of pavement rehabilitation design for street overlays or full depth reconstruction for approximately 29 miles of arterial, collector, and local streets. Streets identified for pavement rehabilitation have Pavement Condition Index (PCI) ranging from 10 to 70.

Firm

Verdantas Inc.

Office Location

Rancho Cucamonga, CA

Education

MS, Civil Engineering, California

State University, Los Angeles

BS, Civil Engineering, California

State University, Los Angeles

Licenses/Certifications

CA Civil Engineering #91630

CFR 1910.120 OSHA 40-Hour

Training

CFR 1910.120 OSHA 8-Hour

Refresher Training

Confined Space Entry Training

CPN Nuclear Gauge Certification

Years of Experience

8 Years of Industry Experience

7 Years at Verdantas



Major roads included in the pavement rehabilitation program includes Riverside Avenue from I-210 to Foothill Boulevard, and Riverside Avenue from I-10 to Center Street.

9/11 Memorial

Fontana, CA

Performed a geotechnical exploration for the proposed City of Fontana 9/11 Memorial Project to be located within the roundabout at the intersection of Wheeler Avenue and Seville Avenue. This development will repurpose an existing water feature at the roundabout in addition to ancillary improvements including utility infrastructure, pavement, flatwork, and landscaping.

Fire Station #205

Rialto, CA

Project Engineer. Verdantas provided geotechnical observation and testing services during rough grading and construction of the fire station building. Observation and testing were provided on a full-time basis for building pad grading and on an on-call basis for testing of footing excavations, subgrade and aggregate base placement for rear and front building driveway approaches.

Norwalk Transit Oriented Development (Former Correctional Youth Authority Facility)

Norwalk, CA

Project Engineer. The proposed project plans to redevelop 32 acres of the former correctional youth facility into a mixed-use TOD giving rise to 56,000 square feet of retail/office space, 955 apartments and townhomes including 400 affordable units, a 3- to 4-story hotel, and a community park.

Pavement Rehabilitation Magnolia Ave

Riverside, CA

Project Engineer. This City of Riverside project widened Magnolia Avenue within the existing median to create an additional traffic lane in both directions of the 2.8-mile segment between Buchanan Street and Banbury Drive, and leading to the State Route 91 ramps on Magnolia. Pavement rehabilitation consisted of resurfacing the existing asphalt with cold mill and overlay. Other improvements included traffic signal, striping, signing, storm drain, electric, telecommunication, landscape, and irrigation modifications as well as replacement of existing concrete sidewalk, curb, gutter, and pedestrian ramp repairs.

Goodman Commerce Center at Eastvale

Eastvale, CA

Project Engineer. New 200-acre industrial and commercial center. Set against the I-15, twin +1 million sf Amazon warehouses anchor the development. Extensive infrastructure was required including 10 storm water detention basins for low flow infiltration.



Jeff Olson

Staff Geologist / Field Supervisor

Firm

Verdantas Inc.

Office Location

Rancho Cucamonga, CA

Education

B.S., Geology, University of California, Riverside

Licenses/Certifications

CFR 1910.120 OSHA 40-Hour Training

CFR 1910.120 OSHA 8-Hour Refresher Training

CPN Nuclear Gauge Certificate

Years of Experience

9 Years of Industry Experience

8 Years at Verdantas

Mr. Olson has a variety of experience in the geotechnical and environmental consulting field, including hydro geologic, geologic, and hazardous waste investigations on commercial, residential, and public projects. Mr. Olson has conducted soil, subsurface and groundwater assessment investigations including drilling soil borings by hollow-stem auger, CPT, bucket auger, continuous soil coring, Becker hammer, and hydraulic drill methods, well installation and sampling, geologic mapping, downhole geology, test pits, trenching, fault investigations and stream channel analysis. He has conducted Phase I investigations, has some experience with soil vapor sampling, and has provided oversight and inspection on soil vapor barrier installation and environmental cleanup. Mr. Olson also has experience in a wide variety of geotechnical observation and testing, during preliminary investigations, rough grading and post grading stages of development.

Project Experience

Fire Station No. 172

Rancho Cucamonga, CA

Field Supervisor and Soils Technician for construction of a new 16,274-square-foot public safety facility, including the fire station, a police substation, fuel island, carport canopy, and a 4,297-square-foot detached storage garage. The project constructs a new 16,274-square-foot public safety facility which will be the new home to Fire Station No. 172 and will also include a police substation, fuel island, carport canopy, site improvements, onsite and offsite underground utilities, and an alternate 4,297 square feet detached storage garage. The project site is approximately 2.4 acres.

Fire Station #205

Rialto, CA

Staff geologist for Verdantas as they provided geotechnical observation and testing services during rough grading and construction of the fire station building. Observation and testing were provided on a full-time basis for building pad grading and on an on-call basis for testing of footing excavations, subgrade and aggregate base placement for rear and front building driveway approaches.



Verdantas.com

Los Amigos Park

Los Amigos Park, CA

Staff geologist for the new 3.4-acre community park with a water feature and a special skate park area. For the proposed infiltration basin, Verdantas performed percolation tests.

Rancho Cucamonga Sports Center

Rancho Cucamonga, CA

This new 31,500-square-foot gym is next to the Epicenter, the minor league ball park. Sports enthusiast have access to three indoor courts and three outdoor courts, and community use rooms. Verdantas provided a geotechnical report with infiltration rates based on San Bernardino County guidelines.

Industry Business Center

City of Industry, CA

Industry Business Center is a 600-acre site encumbered with surficial deposits including compressible alluvium, colluvium and landslide debris. The project required detailed recommendations for compressible soil removal, installation of an extensive subterranean water removal system, placement of deep fills, settlement monitoring and design recommendations for construction. Significant geotechnical issues include stabilization of numerous planned cut and fill over cut slopes in excess of 150 feet in height as well as stabilization of several large landslides.

Spring Valley Lake Road Overlay Project

San Bernardino County, CA

Staff Geologist for the pavement rehabilitation improvements that were performed on 118 streets--totaling approximately 34 miles of roadway--in the Spring Valley Lake area. The rehabilitation work involved cold plane asphalt concrete pavement, asphalt rubber binder seal coats, tack coats, chip seal, asphalt concrete leveling courses, and rubberized asphalt concrete caps. Pavement improvements were primarily performed on residential streets; however, the project also included ADA ramp improvements. Verdantas provided inspection and testing services in general accordance with Caltrans standard specifications and project special provisions for the pavement improvements. Laboratory binder testing included tests on aggregate properties, hot mix, rubber binder, asphalt modifiers, crumb rubber modifiers, and tack coat. Field density testing was performed via nuclear density gauge. Project work was closely coordinated between the project team and San Bernardino County resident engineer.

Highland Hills

San Bernardino, CA

Mr. Olson performed geologic mapping and downhole geology used for slope stability for hillside investigation for planned residential development. In addition, conducted sampling and analysis for a stream channel grain size distribution for onsite stream and neighboring river channel.



Jose Lopez

Senior Engineering Technician

Firm

Verdantas Inc.

Office Location

Rancho Cucamonga, CA

Licenses/Certifications

Caltrans Testing Methods: 105,
125 AGG, 201, 216, 226, 231,
504,
518, 523.1, 539, 540, 543, 556,
557

CPN Nuclear Gauge

Years of Experience

19 Years of Industry Experience
6 Years at Verdantas

Jose performs quality assurance and control of geotechnical construction including all phases of grading, roadways, residential, commercial, and government projects, and is well-versed in standard grading procedures, backfill, sub-base and base operations. Jose identifies competent soil materials, prepares daily field reports, writes appropriate field memos, maintains field files and maps, and has communicates effectively with developer representatives, civil inspectors, project managers, and contractors.

Project Experience

Fire Station No. 172

Rancho Cucamonga, CA

Soils Technician for rough grading, and geotechnical and materials testing for a new 16,274-square-foot public safety facility and 4,297-square-foot detached storage garage. The project constructs a new 16,274-square-foot public safety facility which will be the new home to Fire Station No. 172 and will also include a police substation, fuel island, carport canopy, site improvements, onsite and offsite underground utilities, and an alternate 4,297 square feet detached storage garage. The project site is approximately 2.4 acres.

Spring Valley Lake Road Overlay Project

San Bernardino County, CA

Pavement rehabilitation improvements were performed on 118 streets--totaling approximately 34 miles of roadway--in the Spring Valley Lake area. The rehabilitation work involved cold plane asphalt concrete pavement, asphalt rubber binder seal coats, tack coats, chip seal, asphalt concrete leveling courses, and rubberized asphalt concrete caps. Pavement improvements were primarily performed on residential streets; however, the project also included ADA ramp improvements. Verdantas provided inspection and testing services in general accordance with Caltrans standard specifications and project special provisions for the pavement improvements. Laboratory binder testing included tests on aggregate properties, hot mix, rubber binder, asphalt modifiers, crumb rubber modifiers, and tack coat. Field density testing was performed via nuclear density gauge. Project work was closely coordinated between the project team and San Bernardino County resident engineer. Material quantities for



the project included 13,832 tons of asphalt leveling course and 47,016 tons of rubberized asphalt concrete.

Avenue 66 Grade Separation

Mecca, CA

This project grade separates and constructs a new 800-foot-long Avenue 66 bridge over Hammond Road, UPRR, and Hwy 111. The bridge will include a traffic lane in each direction along with a barrier-separated bicycle and pedestrian lane.

I-215 / Scott Road Interchange Improvement

Menifee, CA

Project widened the overcrossing from two to four lanes and northbound on-ramp realigned and widened to three lanes with HOV metering.

Mid-City Georgia - Meade and Landis Bikeways Project

San Diego, CA

Bikeway route within University Heights, North Park, Normal Heights, and Kensington-Talmadge. Proposed features include buffered bike lanes, neighborhood traffic circles, raised crosswalks, and other traffic calming measures.

US 395 Widening Phase I

Adelanto, CA

This five-mile project includes widening from two lanes to four lanes, installation of signals at various intersections, ADA improvements, turn lanes, sound walls, a retaining wall, and extending the double box culvert Joshua Wash Bridge.



Brandon Thomas

Senior Engineering Technician

Mr. Thomas has experience with testing and observation of subgrades and highway materials for hundreds of miles of roadway. Brandon identifies competent soil materials, prepares daily field reports, writes field memos, maintains field files and maps, and communicates effectively with civil inspectors, project managers, and contractors. Mr. Thomas will provide quality assurance and control of geotechnical construction including backfill, sub-base and base operations, concrete sampling and testing, asphalt sampling and testing.

Project Experience

3rd Street Rehabilitation

Yucaipa, CA

Responsible for quality assurance, sampling of concrete, soil, aggregates and asphaltic concrete (AC), compaction testing of soil, aggregate base, and AC pavement per Caltrans specifications. Street improvement project requiring complete replacement of existing materials, replacement of subgrade, placement of geo grid, and asphalt placement. Verdantas provided all quality assurance testing for the City.

Corporate Yard/Public Works Building

Rancho Cucamonga, CA

Responsible for geotechnical observation and testing during rough grading. Included construction of storm drain, as well as subgrades for parking area. Tested for relative compaction and moisture content. Communicated nonconforming test results with client and contractor. As an ACI concrete technician Brandon took samples at the batch plant, noted temp and slump, delivered to laboratory for further testing. Growing upwards of 40% in a decade, the City of Rancho Cucamonga has needed to increase their capacity to provide community services. Expanding the public works yard fit the city's growth obligations. Three new buildings an Administration/Crew Building with office and conference room space, lunch room, and lockers for crew; Household Hazardous Waste Building; and Wash Building.

Firm

Verdantas Inc.

Office Location

Rancho Cucamonga, CA

Education

BA, Environmental Studies,
California State University, San
Bernardino

Licenses/Certifications

Caltrans Testing Methods: 231
CFR 1910.120 OSHA 40-Hour
Training
CFR 1910.120 OSHA 8-Hour
Refresher Training
CPN Nuclear Gauge Certification
Confined Space Entry Training
Contractor Safety Orientation

Years of Experience

21 Years of Industry Experience
21 Years at Verdantas



Los Amigos Park

Rancho Cucamonga, CA

Conducted soils compaction tests and samples for laboratory confirmation testing. New 3.4 acre community park with water feature and a special skate park area. For the proposed infiltration basin, Verdantas performed percolation tests.

Local Street Pavement Rehabilitation

Rancho Cucamonga, CA

Field technician responsible for quality assurance testing of aggregates and asphaltic concrete (AC); and compaction testing of soil, aggregate base, and AC pavement per Caltrans specifications. Collected asphalt samples at batch plant, and compaction tests during asphalt placement. Project was part of City's 15/16 pavement rehabilitation, included 1-mile segments of Archibald and Haven Avenues in the northern part of the City. Verdantas provided quality assurance testing.

Hellman Avenue Pavement Rehabilitation

Rancho Cucamonga, CA

Field Technician responsible for geotechnical observation and testing of on-site soils and base material, and observation of observe asphaltic concrete placement along the alignment with coordinated batch plant sampling and tests. This task order was for 8,100 feet of pavement rehabilitation and partial reconstruction on two-lane residential street. Work included constructing asphalt overlays, removal and reconstruction of asphalt sections, construction of new PCC curb and gutter, sidewalk, and drive approach improvements, and other associated improvements.

Industry Business Center

City of Industry, CA

Industry Business Center is a 600-acre site encumbered with surficial deposits including compressible alluvium, colluvium and landslide debris. The project required detailed recommendations for compressible soil removal, installation of an extensive subterranean water removal system, placement of deep fills, settlement monitoring and design recommendations for construction. Significant geotechnical issues include stabilization of numerous planned cut and fill over cut slopes in excess of 150 feet in height as well as stabilization of several large landslides.

City Yard

San Gabriel, CA

This new 23,000 sf building brings most the City's public works divisions together under one roof. Includes many upgraded features including a larger, up-to-date fleet maintenance shop, new fueling station, increased storage space, advanced security and space for large trash and green waste bins.



Stacy Weimer

Special Inspector

Firm

Verdantas Inc.

Office Location

Irvine, CA

Licenses/Certifications

AWS – Certified Inspector –

Welding

Respirator Fit Test

ICC- Reinforced Concrete

ICC- Structural Masonry

ICC- Structural Steel and

Welding

ICC – Structural Steel and

Bolting

Years of Experience

28 Years of Industry Experience

9 Years at Verdantas

Stacy Weimer has extensive experience as inspector of public works and commercial construction. His responsibilities include overseeing construction management projects for welding/bolting, masonry, and concrete placement. He gives emphasis on quality control and cost savings to his clients. He works under strict conformance to project specifications and coordinates with the Construction superintendent or foreman during the structural welding of the framing to verify proper welding procedures and techniques assuring field quality conformed to approved plans, specifications, and codes. He will observe and test the work assigned for conformance with the approved and permitted construction documents. Will provide copies of reports of observations and tests to the building official, owner, and contractor, or as directed by City staff. Will document and report any non-conforming materials or workmanship.

Project Experience

Fire Station No. 172

Rancho Cucamonga, CA

Source Inspector. Conducted concrete batch plant inspection for the concrete slab on grade for the storage garage, Building B. The project constructs a new 16,274-square-foot public safety facility which will be the new home to Fire Station No. 172 and will also include a police substation, fuel island, carport canopy, site improvements, onsite and offsite underground utilities, and an alternate 4,297 square feet detached storage garage. The project site is approximately 2.4 acres.

SR-210/Pepper Avenue Interchange

Rialto, CA

Special Inspector. Construction of freeway ramps, two signalized intersections where the ramps connect with Pepper Avenue, and widen Pepper Avenue to two lanes in each direction. The project also includes improvements at the existing intersection at Pepper Avenue and Highland Avenue, construction of drainage basins, and landscape and aesthetic improvements.

Buena Park Fire Station 61

Buena Park, CA

Special Inspector. Monitored the vertical positioning of the prefabricated fire station building. Provided special inspection and testing services of



concrete and pervious concrete for the sidewalk at the north side of the new fire station building and the west side of the building, respectively. Scope of services included sampling of concrete cylinders followed by observation during concrete placement for sidewalks and rebar placement for driveway slab. The project constructed a new 18,000-square-foot station featuring three fire apparatus bays, 14 dorms, administrative offices, and upgraded amenities.

Riverside Avenue, UPRR Grade Separation

Riverside, CA

Special Inspector. New construction of double track steel bridge, grading of approximately 950 feet of Riverside Avenue, reconfiguring local streets, and relocation and reconstruction of utility lines affected by the project.

I-215 / Newport Road Interchange Improvements

Menifee, CA

Special Inspector. Continuous inspection of abutment single-V CJP welds. Reconfiguration of existing interchange to partial cloverleaf with northbound and southbound loop on-ramps, a wider bridge structure, and longer acceleration lanes. All new ramps were constructed using jointed plain concrete pavement. Reconfiguration of existing interchange to partial cloverleaf with northbound and southbound loop on-ramps, a wider bridge structure, and longer acceleration lanes. All new ramps were constructed using jointed plain concrete pavement.

Municipal Corporate Yard Terminal

Westminster, CA

Special Inspector. Inspected structural steel welding during field assembly. Performed identification and continuous inspection of welds made in the field, documenting inspected welds, listing defective welds and correction of defects. Provided periodic inspection and testing of bolts, including high strength bolts used in erection of structural steel. This project renovated the existing city yard with a new administration building and storage building. Project scope included a single-story CMU block wall with steel columns, engineered wood joists, and glued laminated beams supported on shallow spread footings with a concrete slab-on-grade floor; and two prefabricated metal buildings for storage. A welding canopy was also constructed.

Student Services Building Renovation

Yucaipa, CA

Special Inspector. Inspection of welding procedures and welds for evaluation of conformance to approved plans, specifications, and building codes during shop and field fabrications. Structural steel bolting special inspection by periodic and continuous inspection and testing of bolts, including high strength bolts used in erection of structural steel. Renovation of an existing three-story building.

City Yard

San Gabriel, CA

Special Inspector. This new 23,000 sf building brings most the City's public works divisions together under one roof. Includes many upgraded features including a larger, up-to-date fleet maintenance shop, new fueling station, increased storage space, advanced security and space for large trash and green waste bins.





James “Bo” Flack

Senior Special Inspector

Mr. Flack is an experienced inspector, responsible for sampling, testing, and analyzing construction materials for transportation, water resource, and other projects. He is an AWS Certified Welding Inspector and is knowledgeable regarding the inspection of construction items, and sampling and inspection of steel reinforcement and concrete placing operation.

Project Experience

Metrolink Station ADA Upgrades

Riverside, CA

Special Inspector for the Metrolink Station ADA Upgrade Project. Verdantas provided geotechnical observation and materials testing services for all aspects of the project including sampling and testing of structural concrete. Verdantas also provided field and shop welding inspection and reviewed submittals to ensure compliance with the appropriate welding procedures. Verdantas maintained close coordination with the project Resident Engineer (RE) and provided daily and monthly progress reports and budget status as needed.

Crafton Center

Yucaipa, CA

Special Inspector. Performed 12 anchor pullout tests to condensing unit anchors located on mechanical equipment pads above roof frame, as well as anchor pull out tests to two structural #7 rebar vertical members epoxied in concrete footing.

Occupational Education 2 Building, Crafton Hills College

Yucaipa, CA

Re Special Inspector. Responsible for inspection of structural steel and various welds including complete joint penetration (CJP) groove welds of beam to column and beam to beam connections, plate washers to base plate anchor rod holes, drag beam flange connections, high strength bolts at beam to column and beam to beam connections, and knife plates to gusset plates. Also performed ultrasonic testing of CJP groove welds. The new OE2 Building is two-story with two wings, totaling 46,937 square feet. The building is supported on shallow foundations and slab-on-grade with structural steel braced frames.

Firm

Verdantas Inc.

Office Location

Irvine, CA

Education

BS, Business Management, Troy State University, Alabama

Licenses/Certifications

AWS – Certified Inspector –
Welding
ICC – Special Inspector –
Structural Steel and Bolting

Years of Experience

19 Years of Industry Experience
7 Years at Verdantas



Appendix 2 | Addendum No. 1 Acknowledgement



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

City of Beaumont

Addendum #1

Request for Proposals: ON-CALL GEOTECHNICAL SERVICES

Questions & Answers

- 1. Who are the current incumbents?**
Step 1: Please visit the City of Beaumont's Planet Bids portal at:
<https://vendors.planetbids.com/portal/66785/bo/bo-detail/122659>
Step 2: Locate the On-Call Geotechnical Services RFP from the list.
Step 3: Click on the "Prospective Bidders" tab up above.
- 2. What is the anticipated contract amount?**
There is no contract amount. Once under contract, the successful consultant(s) will be required to provide an estimate or short proposal for the City task or project.
- 3. Would it be acceptable for any charts/tables to have a font smaller than 12pt?**
Only if the font is part of the chart and is still legible.
- 4. In regard to the cost proposal, we understand the hard copy should be submitted separate, but what about the digital copy? Should that be included with the uploaded PDF to planet bids? Or is the physical copy all that is needed?**
The City is requiring only one (1) hard copy of the Cost Proposal to be submitted in a separate envelope along with the four (4) bounded copies.
- 5. Since the City is asking for full resumes in addition to the full team summary (Section G), could we include the resumes in the back in an appendix that does not count against the 20-page limit?**
Correct, the resumes do not count against the page limit.
- 6. Could you define how Section F. Resume of the Lead Consultant should differ from Section G. Key Personnel? Should the Project Manager be considered the Lead Consultant?**
Some consulting firms may need to partner with other firms (sub-consultants) to meet the requested City services. These sub-consultants will be part of the Key Personnel.
- 7. Section J. Cost Proposal asks for the fee to include a not-to-exceed amount. Since this is an on-call contract, can this requirement be omitted?**
Unfortunately, the City will be unable to remove that provision as our code and policies do not allow that.
- 8. Our Council has reviewed the sample agreement and we have some concerns regarding the language presented. Some of the language is not insurable under a professional liability policy**



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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

No.

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

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



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City of Beaumont

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

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

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

Kristen Williams

Signature

10/24/2024

Date

Kristen Williams, PG | Area Leader - West | VP

Print Name

EXHIBIT “C”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (Ames & Gough) and CONTACT NAME (admin@amesgough.com). Includes INSURER(S) AFFORDING COVERAGE with details for Allied World Assurance, Transportation Insurance, Continental Casualty, Allied World Surplus Lines, and Underwriters At Lloyds of London.

COVERAGES

CERTIFICATE NUMBER:

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.

Main table listing coverages: A Commercial General Liability, B Automobile Liability, C Workers Compensation, D Professional Liab., E Excess Liability. Includes columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Cyber Liability Policy #C-4LRY-073428-CYBER-2023 (Insurer: Coalition Insurance Solutions, Inc.) - 12/27/23 - 6/30/25 - \$5,000,000 Per Claim/Aggregate

Drone Liability Policy #SIHL 1-Q710 (Insurer: USAIG Insurance Group) - 6/30/2024 - 6/30/2025 - \$10,000,000 Per Occurrence/Aggregate

The City of Beaumont, its elected and appointed officers, employees, agents and volunteers are included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (City of Beaumont) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Includes signature of authorized representative).



ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Verdantas LLC 6397 Emerald Parkway Suite 200 Dublin, OH 43016	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:

existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insured where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued on the General Liability, Automobile Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

ENDORSEMENT NO. 8

**AMEND SUBROGATION CLAUSE; WAIVER OF SUBROGATION
FOR CLIENTS AND THIRD PARTIES**

This Endorsement, effective at 12:01 a.m. on June 30, 2024, forms part of

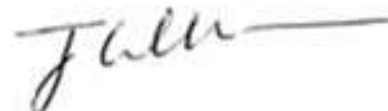
Policy No. 0313-8886
Issued to Verdantas LLC
Issued by Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that Section VIII. CONDITIONS, Subsection N. is deleted in its entirety and replaced as follows:

N. SUBROGATION

In the event of any payment under this Policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. The **Company** agrees to waive its right of subrogation against any client of the **Insured** or any other person or entity for a **Claim** which is covered by this Policy where the **Insured** agreed to waive any such rights in writing prior to the date the **Wrongful Act** giving rise to such **Claim** first occurred. Any recoveries shall be applied first to subrogation expenses, second to **Damages** and **Defense Expenses** paid by the **Company**, and third in satisfaction of the Policy Deductible shown in Item 4. of the Declarations. Any additional amounts recovered shall be paid to the **First Named Insured**.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT NO. 3

**ADVICE OF CANCELLATION TO ENTITIES OTHER THAN
THE NAMED INSURED LIMITED TO E-MAIL NOTIFICATION**

This Endorsement, effective at 12:01 a.m. on June 30, 2024, forms part of

Policy No. 0313-8886
Issued to Verdantas LLC
Issued by Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that:

In the event that the **Company** cancels this Policy for any reason other than nonpayment of premium, and

1. the cancellation effective date is prior to this Policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this Policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the **Company**, either directly or through its broker of record, the email address of the contact at such entity; and
3. the **Company** receives this information after the **First Named Insured** receives notice of cancellation of this Policy and prior to this Policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Company**;

the **Company** will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders not later than thirty (30) days before the effective date of cancellation.

Proof of the **Company** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Company** has fully satisfied its obligations under this Endorsement.

This Endorsement does not affect, in any way, coverage provided under this Policy or the cancellation of this Policy or the effective date thereof, nor shall this Endorsement invest any rights in any entity not insured under this Policy.

Any failure on the **Insurer's** part to deliver the Advice will not impose liability of any kind upon the **Insurer** or invalidate the cancellation.

Any Certificate Holder is not an **Insured** or a Loss Payee under this Policy. No coverage will be available under this Policy for any **Claim** brought by or against any Certificate Holder.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative



ENVIRONMENTAL COMMERCIAL UMBRELLA POLICY

CERTAIN PROVISIONS IN THIS POLICY RESTRICT COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE WHAT IS COVERED AND WHAT IS NOT COVERED UNDER THE POLICY AND TO KNOW WHAT YOUR RIGHTS AND DUTIES ARE UNDER THE POLICY.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations and all other persons or organizations qualifying as Named Insureds under this policy. The words “we”, “us” and “our” refer to the Company providing this insurance.

The word “insured” means any person or organization qualifying as such in **underlying insurance**.

Defined terms, other than headings, appear in bold face type. Refer to SECTION VII – DEFINITIONS. In consideration of the payment of the premium, and in reliance upon the statements and information in the Application we agree with you as follows:

SECTION I -- COVERAGES

COVERAGE A. – EXCESS FOLLOWING FORM LIABILITY INSURANCE

We will pay on behalf of the insured that portion of **ultimate net loss** in excess of the **retained limit** which the insured becomes legally obligated to pay as damages because of **bodily injury, property damage, personal and advertising injury, environmental damage** or **emergency response expense** to which this insurance applies, due to:

1. Liability imposed upon the insured by law or
2. Liability assumed by the insured under an **insured contract**.

This Coverage A. applies to **ultimate net loss** resulting from **bodily injury, property damage, personal and advertising injury, environmental damage** or **emergency response expense** only if and to the extent covered by **underlying insurance**. The insurance afforded under this Coverage A. is subject to the same insuring agreements, exclusions, definitions and conditions contained in the **underlying insurance** in effect on the inception date of this policy, except as to premium, duty to defend, limits of liability and notice, and except as to any other provisions in this policy inconsistent with those in the **underlying insurance**.

COVERAGE B. – UMBRELLA LIABILITY INSURANCE

We will pay on behalf of the insured that portion of **ultimate net loss** in excess of the **retained limit** which the insured becomes legally obligated to pay as damages because of **bodily injury, property damage** and **personal and advertising injury** to which this insurance applies, due to:

1. Liability imposed upon the insured by law or
2. Liability assumed by the insured under an **insured contract**.

This Coverage B. applies to **ultimate net loss** resulting from:

1. **Bodily injury** and **property damage** caused by an **occurrence** happening anywhere in the world, provided the **bodily injury** or **property damage** occurs during the **policy period**; or

2. **Personal and advertising injury** caused by an offense happening anywhere in the world, provided the offense was committed during the **policy period**.

This Coverage B. does not apply to any **claim** or **suit** covered by **underlying insurance** or which would have been covered by **underlying insurance** but for the exhaustion of the limits of insurance of **underlying insurance**.

SECTION II -- DEFENSE

- A.
 1. Except as provided in Paragraph A.2. and A.3. below, we shall not be called upon to assume charge of the settlement or defense of any **claim** made or **suit** brought or proceedings instituted against the insured. We shall have the right and shall be given the opportunity to associate with the insured or the **underlying insurer**, or both, in the defense and control of any **claim** or **suit** which involves, or appears reasonably likely to involve this policy. In such event, the insured, the **underlying insurer** and the Company shall cooperate in all things in the defense of such **claim, suit** or proceeding.
 2. Under Coverage A., we shall not pay any defense costs or expenses unless a **claim** or **suit** otherwise covered by **underlying insurance** will not be defended by the **underlying insurer** due to the exhaustion of the applicable limits paid thereunder. Under Coverage A., we will have the right and duty to defend any **claim** or **suit** for which there would be a right and duty to defend under the **underlying insurance** but for the exhaustion of any applicable limits paid thereunder.
 3. Under Coverage B., we shall have the right and the duty to assume control of the investigation, settlement or defense of any **claim** or **suit** against the insured for damages arising from **bodily injury, property damage** and **personal and advertising injury** covered by this policy but neither covered by **underlying insurance** nor which would have been covered by **underlying insurance** but for the exhaustion of the limits of insurance of **underlying insurance**.
 4. We shall not be obligated to defend any **claim** or **suit**, or pay any defense costs and expenses, after our applicable limit of liability has been exhausted by payments pursuant to this policy.
- B. We will pay as part of **ultimate net loss**: (1) all premiums on any bond to release any attachment for an amount not in excess of the applicable limit of liability of this policy, but without any obligation to apply for or furnish such bond; (2) all premiums on any appeal bond required in any defended **suit**, but without any obligation to apply for or furnish such bond; (3) costs taxed against the insured in any **claim** or **suit** we defend; (4) all expenses incurred by us; and (5) all interest accruing after entry of any judgment which does not exceed our limit of liability, and before we have paid, offered to pay, or deposited in court that part of the judgment that is within the applicable limit of liability.
- C. As part of **ultimate net loss**, we will reimburse the insured for all reasonable expenses incurred (including actual loss of wages or salary, but not loss of other income, not to exceed \$100 per day) because of the insured's attendance at hearings or trials at our request.
- D. As part of **ultimate net loss**, we will pay all pre-judgment interest awarded against the insured on that part of any judgment which does not exceed our limit of liability. If we make an offer to pay the applicable limit of liability, we will not pay any pre-judgment interest based on any period of time after the time that the offer was made.

- E. 1. With respect to **underlying insurance**, except any Pollution Legal Liability, Environmental Liability or Professional Liability Coverage Part:
- a. If defense costs and expenses are subject to the limit of liability of **underlying insurance**, then defense costs and expenses payable under this policy are subject to the limit of liability stated in the Declarations of this policy and are included as part of **ultimate net loss**;
 - b. If defense costs and expenses are payable in addition to the applicable limit of liability for such coverage part, then, for defense costs and expenses payable under this policy, we will pay such costs and expenses in addition to the applicable limit of liability of this policy, but only for **bodily injury, property damage, or personal and advertising injury expense** covered by this policy.
2. With respect to any Pollution Legal Liability, Environmental Liability or Professional Liability Coverage Part of **underlying insurance**, defense costs and expenses payable under this policy are subject to the limit of liability stated in the Declarations of this policy and are included as part of **ultimate net loss**.
- F. When we have a duty to defend, in the event the insured is entitled by law to select independent counsel to defend a **suit** at our expense, the attorney fees and all other litigation expenses we must pay to that counsel are limited to the rates we actually pay to counsel we retain in the ordinary course of business in the defense of similar **claims** or **suits** in the community where the **claim** or **suit** arose or is being defended.
- Additionally, we may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending **claims** or **suits** similar to the one pending against the insured and to require such counsel to have errors and omissions insurance coverage. As respects any such counsel, the insured agrees that counsel will timely respond to our requests for information regarding the **claim** or **suit**.
- Furthermore, the insured may at any time, by the insured's signed consent, freely and fully waive these rights to select independent counsel.

SECTION III -- EXCLUSIONS

In addition to any applicable Exclusions in **underlying insurance**, this policy does not apply to:

- A. Any obligation incurred or imposed upon or imputed to the insured or the insured's insurer under the Employee Retirement Income Security Act of 1974, Public Law 93-406, or amendments thereto or any similar provisions of state statutory law or common law.
- B. Any obligation for which the insured may be liable under any uninsured motorists, underinsured motorists, or automobile no-fault or first party law(s); it being expressly agreed that this policy does not afford any no fault, uninsured motorists or underinsured motorists coverage.
- C. **Bodily injury, property damage, personal and advertising injury, environmental damage, or emergency response expense** arising from any radioactive matter, whether or not naturally present in the environment. This exclusion, however, does not apply to any Pollution Legal Liability or Environmental Liability Coverage Part.
- D. With respect to Coverage B. only:

1. **Bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, seepage, migration, release or escape of **pollutants** at any time; and
 2. Any loss, cost or expense arising out of any:
 - a. Request, demand or order that any insured or others test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 - c. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.
- E. With respect to Coverage B. only, **bodily injury, property damage** and **personal and advertising injury** arising out of the rendering or failure to render any **professional services** by or for you, including:
1. The preparing, approving, or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, design or specifications; and
 2. Supervisory, inspection or engineering services.
- For the purposes of this exclusion, **professional services** means those architectural, engineering, consulting, project management or construction management services, including those as set forth in the Application, or other services as specifically defined by endorsement to this policy, that are performed for a fee by or on behalf of the Named Insured.
- F. Discrimination on any basis, including but not limited to: race, creed, religion, ethnic background, national origin, age, handicap, sex or sexual orientation.
- G. Any **bodily injury, property damage, personal and advertising injury, environmental damage** or **emergency response expense** arising out of:
1. The purchase, or sale, or offer of sale, or solicitation of any security, debt, bank deposit or financial interest or instrument;
 2. Any representations made at any time in relation to the price or value of any security, debt, bank deposit or financial interest or instrument; or
 3. Any depreciation or decline in price or value of any security, debt, bank deposit or financial interest or instrument.
- H. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
1. **Your product;**
 2. **Your work;** or
 3. **Impaired property;**

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

SECTION IV -- LIMITS OF LIABILITY

A. The Limits of Liability shown in the Declarations and the rules below fix the most of the Company will pay regardless of the number of insureds under this policy, the number of **claims** made or **suits** brought, or the number of persons or organizations making **claims** or bringing **suits**.

B. **Each Occurrence, Offense or Loss Limit**

Subject to Section IV., Paragraphs C. and D. below, the total limit of the Company's liability for **ultimate net loss** for each **occurrence**, offense or **loss**, or any combination thereof, shall not exceed the amount specified in Item 3.A. of the Declarations as applicable to "Each Occurrence, Offense or Loss".

For the purpose of determining the limit of our liability:

1. All **bodily injury, property damage, environmental damage** or **emergency response expense** under **underlying insurance** and arising out of continuous or repeated exposure to substantially the same general conditions shall be deemed to arise out of one **occurrence**;
2. With respect to **personal and advertising injury** under **underlying insurance**, all damages involving the same, related or continuous injurious material, act or offense (regardless of the frequency or repetition thereof, the number or kind of media used, or the number of claimants) shall be deemed to arise out of one offense;
3. With respect to **bodily injury, property damage, environmental damage** or **emergency response expense** under any Pollution Legal Liability or Environmental Liability Coverage Part of **underlying insurance**, all **loss** arising out of the same, related or continuous **pollution incidents** shall be deemed to arise out of one **loss**;

C. **Retained Limit**

1. We will be liable only for that portion of the **ultimate net loss** in excess of the **retained limit**.
2. With respect to Coverage A., subject to the terms and conditions of this policy and the limit of liability stated in the Declarations, in the event of the reduction or exhaustion of the aggregate limits of liability of **underlying insurance** by payment thereunder, we will:
 - a. In the event of reduction, pay in excess of the reduced limits of such **underlying insurance**; or
 - b. In the event of exhaustion of the aggregate limits of liability of **underlying insurance**, continue this policy in force as underlying insurance.

D. **General Aggregate**

This policy is subject to aggregate limit of liability specified in Item 3.B. of the Declarations as "General Aggregate". Subject to Section II.E.1.b., this aggregate limit of liability is the maximum amount which we will pay under this policy for all **ultimate net loss** covered hereunder. When an amount is indicated in Item 3.C. of the Declarations, such aggregate limit of liability shall apply separately to the **products – completed operations hazard**.

E. **Limit Exhaustion**

This policy shall cease to apply once the applicable limits of liability have been exhausted by payment of **ultimate net loss**.

F. **Insolvency/Breach of Conditions**

Our liability under this policy shall not be increased by:

1. The insolvency or inability to pay of the insured or any **underlying insurer**; or
2. The refusal of any **underlying insurer** to pay by reason of the insured's breach of a condition of **underlying insurance**.

SECTION V -- EXTENDED REPORTING PERIODS

The Extended Reporting Periods described below are available under this policy only when they are available and, if optional, purchased under the **underlying insurance**.

- A. We will provide an Extended Reporting Period only if this policy is either cancelled by you or cancelled or not renewed by us for any reason except non-payment of premium. Non-renewal shall mean the refusal by us to renew the policy on any terms. Non-renewal shall not mean change in premium, or required underlying limits, self-insured retention or any other terms and condition.
- B. A **claim** first made, in writing, during the Extended Reporting Period will be deemed to have been made on the last day of the **policy period**, provided that the **claim** is for:
1. **Loss** because of **bodily injury, property damage, environmental damage** or **emergency response expense** covered by **underlying insurance**, arising from a **pollution condition** that commenced before the end of the **policy period** but not before the Retroactive Date; or
 2. **Loss** covered by **underlying insurance** arising from a negligent act, error or omission that commenced before the end of the **policy period** but not before the Retroactive Date;
- C. The Extended Reporting Period will not reinstate or increase the limits of liability or extend the **policy period** under this policy.
- D. The Extended Reporting Period will be as set forth below:
1. If no other insurance you purchase to replace this policy applies to the **claim** or would apply but for the exhaustion of its applicable limits of liability, we will provide an automatic limited Extended Reporting Period for the same duration as the automatic limited Extended Reporting Period for **underlying insurance**. This automatic limited Extended Reporting Period will commence at the earlier of

this policy's expiration date or cancellation date. This automatic limited Extended Reporting Period may not be cancelled and requires no additional premium.

2. If you have purchased an optional Extended Reporting Period for **underlying insurance**, you may purchase the optional Extended Reporting Period Endorsement under this policy, in which event, we will provide an optional Extended Reporting Period for the same duration as the optional Extended Reporting Period for **underlying insurance**. This optional Extended Reporting Period will commence at the earlier of this policy's expiration date or cancellation date. We will issue the optional Extended Reporting Period Endorsement if you:
 - a. Make a written request for it which we receive within thirty (30) days after the end of the **policy period** or effective cancellation date of the policy; and
 - b. Pay the additional premium within thirty (30) days after said request.

This optional Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that premium is paid when due, the Endorsement may not be cancelled.

- E. The premium for the optional Extended Reporting Period Endorsement will not exceed 200% of the full annual premium for this policy and will be fully earned when the Endorsement takes effect.
- F. If we provide an Extended Reporting Period, the Other Insurance condition (Section VI., Paragraph F.) is amended so that this insurance will be excess over any other valid and collectible insurance available to the insured whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Extended Reporting Period takes effect.

SECTION VI -- CONDITIONS

In addition to any applicable Conditions in the **underlying insurance**, the following conditions apply to this policy:

- A. **Prior Insurance and Non-Cumulation of Liability** – It is agreed that if any **loss** covered hereunder is also covered in whole or in part under any other excess policy available to the insured in effect prior to the inception date hereof, our limit of liability as stated in the Declarations shall be reduced by any amounts payable on behalf of the insured by such prior insurance.
- B. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Applicable to All Coverage Parts Other than any Pollution Legal Liability or Environmental Liability Coverage Part

1. You must see to it that we are notified as soon as possible of an **occurrence**, offense, or negligent act, error or omission which may result in a **claim**. To the extent possible, notice should include:
 - a. How, when and where the **occurrence**, offense, or negligent act, error or omission took place;
 - b. The names and addresses of any injured persons and witnesses; and

- c. The nature and location of any injury or damage arising out of the **occurrence**, offense, or negligent act, error or omission.

Notice of an **occurrence**, offense, or negligent act, error or omission is not notice of a **claim**.

- 2. If a **claim** is received by an insured you must:
 - a. Immediately record the specifics of the **claim** and the date received; and
 - b. Notify us in writing as soon as possible.
- 3. You and any other involved insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with a **claim** or **suit**;
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of the **claim** or **suit**; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- 4. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense covered under this policy, other than for first aid, without our consent.

Applicable to any Pollution Legal Liability or Environmental Liability Coverage Part

- 1. You must see to it that we are notified as soon as practicable within the **policy period** or extended reporting period of discovery of a **pollution incident** which may result in a **claim** under SECTION I – COVERAGES, 1. Insuring Agreement, paragraph a., or **environmental damage** under SECTION I – COVERAGES, 1. Insuring Agreement, paragraph b. You must also see to it that we are notified as soon as practicable of receipt of a **claim**. To the extent possible, notice should include:
 - a. How, when and where the **pollution incident** took place;
 - b. The names and addresses of any injured persons and witnesses; and
 - c. The nature and location of any injury or damage arising out of the **pollution incident**.
- 2. If a **claim** is made against any insured, you must:
 - a. Immediately record the specifics of the **claim** and the date received; and
 - b. Notify us as soon as practicable within the **policy period** or extended reporting period.

You must see to it that we receive written notice of the **claim** as soon as practicable within the **policy period** or extended reporting period. Written notice should be mailed or delivered to us at the address designated in the Declarations.

3. You and any other involved insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim**;
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of the **claim**; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this policy may also apply.
4. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent. However, this provision does not apply to **emergency response expense**.
5. When any insured becomes obligated to pay **clean-up costs** to which this policy applies, the insured must:
 - a. Submit, for our approval, all proposed work plans prior to submittal to any regulatory agency.
 - b. Submit, for our approval, all bids and contracts for **clean-up costs** prior to execution or issuance.
 - c. Forward progress submittals regarding **clean-up costs** at reasonable intervals and always prior to submittal to any regulatory agency that is authorized to review and approve such submittals.

We shall have the right, but not the duty to assume direct control of such **clean-up costs**. Any **clean-up costs** incurred by us shall be applied against the applicable deductible and limit of insurance shown in the Declarations of this policy.

6. You must see to it that we are notified as soon as practicable within the **policy period** or extended reporting period of a **pollution incident** which may result in an **emergency response expense** under this policy. When **emergency response expenses** have been incurred, the insured shall forward to us within seven (7) consecutive days of the commencement of the **pollution incident** for which the **emergency response expenses** have been incurred all information including but not limited to: the cause and location of the **pollution incident**, technical reports, laboratory data, field notes, expert reports, investigations, data collected, invoices, regulatory correspondence or any other documents relating to such **emergency response expenses**.

7. If we are prohibited under applicable law from investigating, defending or settling any such **claim**, the insured shall, under our supervision, arrange for such investigation and defense thereof as is reasonably necessary, and subject to our prior authorization, shall effect such settlement thereof.

Applicable to All Coverage Parts

All notices under this Section VI., Paragraph B. shall be made in writing and addressed to:

ALLIED WORLD ASSURANCE COMPANY (U.S.) INC.
ATTN: CLAIMS DEPT.
199 WATER STREET, 24TH FLOOR
NEW YORK, NY 10038
AWACUS.GeneralCasualtyClaims@awac.com

or other address we substitute in writing.

Notice to a broker or independent insurance agent does not constitute notice to us.

- C. **Maintenance of Underlying Insurance** – The policy or policies referred to in the Schedule of Underlying Insurance or renewals or replacements thereof not more restrictive, shall be maintained as insurance in full force and effect during the term of this policy without alteration in their terms or conditions; except for any reduction of the limits of liability contained therein solely by payment thereunder.

Failure to comply with the foregoing shall not invalidate this policy but, in the event of such failure, we will only be liable to the same extent as we would have been had you so maintained such policy or policies.

If during the **policy period**, the terms, conditions, exclusions or limitations of **underlying insurance** are changed in any manner, the insured shall as a condition precedent to its rights under this policy give to us as soon practicable written notice of the full particulars thereof. This policy shall become subject to any such changes upon the effective date of the changes in the **underlying insurance** but only upon the condition that we agree to follow such changes by written endorsement attached hereto and the insured pays when due any additional premium required by us relating to such changes and/or agrees to any amendment of the provisions of this policy required by us relating to such changes.

- D. **Receivership, Insolvency or Financial Impairment of Underlying Insurer** – Our liability under this policy shall in no way be increased or expanded as a result of the receivership, insolvency or inability to pay of any **underlying insurer**, with respect to both our duty to indemnify and our duty to defend. This condition also applies to you as a self-insured for any underlying coverage.
- E. **Appeals** – In the event the insured or any **underlying insurer(s)** elect(s) not to appeal a judgment in excess of the limits of **underlying insurance**, we may elect to make such appeal at our own cost and expense. We shall be liable for the taxable costs and disbursements and interest incidental thereof, but in no event shall our liability for **ultimate net loss** exceed the applicable limit of liability under this policy.
- F. **Other Insurance** - If other valid and collectible insurance with any other insurer is available to the insured covering a loss also covered hereunder, this insurance shall be

excess of, and shall not contribute with, such other insurance. Excess insurance specifically purchased to apply over the Limits of Liability expressed in this policy is permitted without prejudice to this insurance and the existence of such specific excess insurance shall not reduce our liability under this policy.

- G. **Application of Salvages – Subrogation** – All salvages, recoveries or payments recovered or received subsequent to a loss settlement under this insurance shall be applied as if recovered or received prior to such settlement and all necessary adjustment shall then be made between you and us, provided always that nothing in this clause shall be construed to mean that losses under this insurance are not recoverable until the **ultimate net loss** has been finally ascertained. Inasmuch as this policy is excess coverage, the insured's right of recovery against any person or other entity cannot always be exclusively subrogated to us. It is therefore understood and agreed that in case of any payment hereunder, we shall act in concert with all other interests (including the insured) concerned in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the insured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; shall then be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the insured) of whom this coverage is excess are entitled to claim the residue, if any. Expenses necessary to recovery of any such amounts shall be apportioned among the interests concerned, in the ratio of their respective recoveries as finally settled.
- H. **Cancellation**
1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation. When the first Named Insured cancels this policy, we will return premium to you on a short rate basis.
 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium.
 3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
 4. Notice of cancellation will state the effective date of cancellation. The **policy period** will end on that date.
 5. If notice is mailed, proof of mailing will be sufficient proof of notice.
- I. **First Named Insured** – The first Named Insured in Item 1 of the Declarations shall be responsible for payment of all premiums, and shall act on behalf of all other insureds with respect to the giving and receiving of notice of cancellation and the receipt of any return premium that may become payable under this policy.
- J. **Service of Suit** – In the event of failure of us to pay any amount claimed to be due hereunder, we, at the request of the insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon counsel, Legal Department, Allied World Assurance Company (U.S.)

Inc., 199 Water Street, 24th Floor, New York, NY 10038 or his or her representative, and that in any suit instituted against us upon this policy, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner, Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office as its true and lawful agent upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this policy of insurance.

SECTION VII -- DEFINITIONS

In addition to any applicable definitions in the **underlying insurance**, the following definitions apply to this policy.

- A. **Policy Period** means the period set forth in Item 2 of the Declarations, or any shorter period arising as a result of cancellation of this policy.
- B. With respect to Coverage A., **Retained Limit** means the sum of:
 - 1. The total of the amounts indicated as the limits of **underlying insurance**, whether or not collectible; and
 - 2. Other collectible insurance (other than insurance purchased specifically to apply over the limits of liability of this policy); or

With respect to Coverage B., **Retained Limit** means the amount of **ultimate net loss** stated in the Declarations as "self-insured retention" as a result of any one **occurrence**, offense or **loss**, or any combination thereof.

- C. **Ultimate Net Loss** means the total sum of which the insured, or any carrier as its insurer, or both, become obligated to pay by reason of **bodily injury, property damage, personal and advertising injury, environmental damage or emergency response expense** either through adjudication or compromise, including all expenses for settlement, adjustment, investigation and defense of **claims**, but excluding the salaries of any of the **underlying insurer's** or our employees.
- D. **Underlying Insurance** means the insurance policies designated on the Schedule of Underlying Insurance to this policy and any renewals or replacements of such policies.
- E. **Underlying Insurer** means any company issuing any policy of **underlying insurance**.

The following terms used in this policy have the same meaning as in the **underlying insurance**:

- F. **Personal and Advertising Injury**
- G. **Bodily Injury**
- H. **Claim**
- I. **Clean-up Costs**
- J. **Impaired Property**
- K. **Insured Contract**
- L. **Loss**
- M. **Occurrence**
- N. **Pollutants**
- O. **Pollution Incident**
- P. **Products – Completed Operations Hazard**
- Q. **Property Damage**

R. **Suit**
S. **Your Product**
T. **Your Work**



NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

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 Certificate Holders 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 Certificate Holder 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.



BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 3%.

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: G-19160-B (11-1997)

Endorsement Effective Date: 6/30/24

Endorsement No: 2; Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date: 6/30/25

Policy No: 7015100423

Policy Page: 31 of 45



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: VERDANTAS LLC

Endorsement Effective Date: 06/30/2024

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.

Form No: CA 04 44 10 13

Endorsement Effective Date: 6/30/24

Endorsement No: 9; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date: 6/30/25

Policy No: BUA 6080642405

Policy Page: 75 of 383



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 Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT TO MAKE AN ADDITIONAL INSURED UNDER THIS INSURANCE IS AN "INSURED",

BUT ONLY WITH RESPECT TO THAT PERSON OR ORGANIZATION'S LEGAL LIABILITY FOR ACTS OR OMISSIONS OF A PERSON WHO QUALIFIES AS AN "INSURED" FOR LIABILITY COVERAGE UNDER SECTION II WHO IS AN INSURED OF THIS COVERAGE FORM

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 non-contributory 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.



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.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date: 6/30/24

Endorsement No: 26; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Policy No: BUA 6080642405

Endorsement Expiration Date: 6/30/25

Main Named Insured: Verdantas LLC
Policy #: 0313-8888

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – SCHEDULED
PERSON OR ORGANIZATION

It is hereby agreed that the following is added to **SECTION IV - CONDITIONS, 20. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for **bodily injury, property damage, or environmental damage** arising out of **your work** done under a written contract or agreement with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule below.

Schedule

<p>Name of Person or Organization:</p> <p>Blanket where required by written contract.</p>
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All other terms and conditions of this policy remain unchanged.

ADVICE OF CANCELLATION TO OTHERS - DESIGNATED PERSON OR ORGANIZATION

It is hereby agreed that **SECTION IV – CONDITIONS, 3. Cancellation** is amended to add the following:

Advice Of Cancellation To Others – Designated Person or Organization

In the event that we cancel this policy for any reason other than nonpayment of premium, we will endeavor to mail or deliver by email advice of such cancellation to each person or organization shown in the Schedule below, at the corresponding mailing or email address shown in the Schedule below, at least the number of days shown in the Schedule below prior to the effective date of cancellation, as a courtesy only, provided that the first Named Insured shown in Item 1. of the Declarations:

1. At the time of its receipt of our notice of cancellation is under a written contractual obligation to notify the person or organization of such cancellation; and
2. Has provided us with a valid e-mail or mailing address that is shown in the Schedule below.

However, our failure to mail or deliver by email advice such cancellation to the person or organization will not invalidate or otherwise affect the cancellation of this policy or the effective date of cancellation.

Schedule

Person or Organization	E-mail or Address	Number of Days Advance Written Notice of Cancellation
Blanket where required by written contract.		30 Days

All other terms and conditions of this policy remain unchanged.