

**AGREEMENT FOR GEOTECHNICAL SERVICES**  
**Contract Number LCF 19/20-01**

This **AGREEMENT** is made as of 14th day of January, 2020 between the **La Cañada Unified School District**, hereinafter identified as the "**DISTRICT**", and **Converse Consultants**, hereinafter identified the "**GEOTECHNICAL ENGINEER**" for New Building Addition and Site Improvements at Palm Crest Elementary School, ("Project").

**1 PART 1**

**1.1 COMPENSATION**

1.1.1 The District shall compensate the Geotechnical Engineer for actual work performed in accordance with the full Terms and Conditions of this Agreement and Exhibits A and B for Lump Sum Price of \$20,925.

SERVICES	AMOUNT
Task 1: Geohazards/Geotechnical Studies	\$20,925

Reimbursable Expenses	\$3,000 (To be used only at the request of the District)
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**TOTAL NOT TO EXCEED AMOUNT FOR ALL SERVICES is \$23,925**

Compensation for services during construction shall be negotiated at later date when construction contract has been awarded.

**1.2 ENUMERATION OF AGREEMENT**

1.2.1 This Agreement represents the entire and integrated agreement between the District and the Geotechnical Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both District and Geotechnical Engineer. This Agreement is also comprised of the documents listed below.

- a. Exhibit A: Scope of Services
- b. Exhibit B: Converse Consultants Proposal Dated January 7, 2020

**1.3 PROJECT TEAM**

1.3.1 The District:

1.3.1.1 Program Manager is: Harold Pierre, P.E. (818)952-8077 or hpierre@linikcorp.com.

1.3.1.4 The District's Program Manager (respective to the phase of the Project) shall be authorized to act on the District's behalf with respect to all aspects of the Project. The District or the District's Designated Representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Geotechnical Engineer's services.

1.3.1.5 NOT USED.

1.3.1.6 The Geotechnical Engineer shall communicate with the District through the District's Program Manager.

### 1.3.2 The Geotechnical Engineer:

1.3.2.1 Designated Representative is: Siva K. Sivathasan, Senior Vice President/Principal Engineer, (626) 930-1275, KSivathasan@ConverseConsultants.com.

1.3.2.2 The Geotechnical Engineer's Designated Representative shall be authorized to act on the Geotechnical Engineer's behalf with respect to the Project and to bind the Geotechnical Engineer and the Geotechnical Engineer's consultants.

## 1.4 GENERAL TERMS AND CONDITIONS

1.4.1 The District and Geotechnical Engineer shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project Team.

1.4.2 Licensing Requirements. By signature on this Agreement, the declaration is made by the Geotechnical Engineer is professionally qualified, registered, and licensed to practice in the State of California. In accordance with California law, the Geotechnical Engineer shall sign and stamp all Documents.

1.4.3 The Geotechnical Engineer shall be responsible for the professional quality, technical accuracy, and coordination of all concepts, programming, reports, designs, drawings, specifications, and other services furnished under this Agreement. The Geotechnical Engineer shall, without additional compensation, correct or revise any errors, deficiencies, or omissions in concepts, programming, reports, designs, drawings, specifications, estimates, and other services.

1.4.4 The District's review, approval, acceptance, or payment for services shall not be interpreted or construed to operate as a waiver of any rights or cause for action arising out of the Geotechnical Engineer's performance of services under this Agreement. The Geotechnical Engineer shall remain liable to the District as allowed by law for any and all costs and/or damages caused by the Geotechnical Engineer's negligent performance of any of the services furnished under this Agreement.

1.4.5 Rights & Remedies. The rights and remedies of the District allowed by law are in addition to any rights and remedies provided in this Agreement.

1.4.6 Relationship. The relationship of the Geotechnical Engineer to the District under this Agreement is that of an Independent Contractor. The Geotechnical Engineer (or the Geotechnical Engineer's consultants) is not an employee of the District, is not carrying out the regular business of the District, and is not subject to the same employment regulations as applicable to employees of the District. Each of the parties will be solely and entirely responsible for their own acts and the acts of their employees. No benefits, special considerations, or employer/employee-type provisions are provided by the District to the Geotechnical Engineer, the Geotechnical Engineer's employees, or the Geotechnical Engineer's consultants, or the consultants' employees.

1.4.7 Successors and Assigns. The District and the Geotechnical Engineer each bind themselves, their partners, successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect to all covenants of this Agreement. Neither the District nor the Geotechnical Engineer shall assign or transfer his interest in the Agreement without written consent of the other.

### 1.4.8 Records and Documentation:

1.4.8.1 The Geotechnical Engineer and the Geotechnical Engineer's consultants shall be aware Agreement for Geotechnical Services\_Palm Crest Elementary School

that all documentation, including electronic correspondence, in the District's possession is a public record and the District is obligated to make all such records available upon request by any party or individual unless such records meet statutory requirements or California Administrative Rules for confidentiality.

1.4.8.2 The District shall have access to all records, correspondence, and files of the Geotechnical Engineer, its employees, engineers, and consultants pertaining to the Project. This access shall be continuing and survive the termination of the Contract for either cause or convenience. Such records shall be kept in a generally recognized format for a period of three (3) years from the date of termination of this Agreement or Final Acceptance of the Project by the District. All records shall be available to the District, or its authorized representative. The District does not consider documents, files, and records in the Geotechnical Engineer's possession or the Geotechnical Engineer's consultants' possession to be public records unless determined to be so by law or unless they come into the District's possession.

1.4.9 The Geotechnical Engineer warrants that he has not employed or retained any person, partnership, or corporation, other than a bona fide employee or principle owner working for the Geotechnical Engineer to solicit or acquire the Project described in this Agreement.

1.4.10 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the District or Geotechnical Engineer.

## **1.5 RESPONSIBILITIES OF THE PARTIES**

### **1.5.1 District Responsibilities:**

1.5.1.1 Unless otherwise provided under this Agreement, the District shall provide information in a timely manner regarding requirements and parameters of the Project. The District shall furnish a preliminary project program setting forth the District's objectives, schedule, constraints and criteria, including necessities and relationships, special equipment, systems and site requirements.

1.5.1.2 The District shall examine documents submitted by the Geotechnical Engineer and shall render decisions pertaining thereto.

1.5.1.3 The District shall furnish the services of consultants other than those designated as part of the Geotechnical Engineer's responsibility or authorize the Geotechnical Engineer to furnish them as a change in service or scope.

1.5.1.4 The District shall furnish testing, inspections, and reports as necessary for the Project such as structural, mechanical, chemical, and other laboratory tests, inspections, and reports or authorize the Geotechnical Engineer to furnish them as a change in service or scope.

1.5.1.5 The District shall furnish accounting and auditing services as may be necessary for the Project as he may require to ascertain how or for what purposes the Geotechnical Engineer has used the funds paid under the terms of this Agreement.

1.5.1.6 If the District observes or otherwise becomes aware of any error, fault, omission, or defect in the Project or non-conformance with the documentation or Plans and Specifications, he shall give prompt notice thereof to the Geotechnical Engineer.

### **1.5.2 Geotechnical Engineer's Responsibilities:**

1.5.2.1 The Geotechnical Engineer's services shall be performed as expeditiously as is consistent with professional skill and care, orderly progress of the Project, and in accordance with the Project Schedule.

1.5.2.2 The Geotechnical Engineer shall maintain the confidentiality of information specifically designated as confidential by the District, unless withholding such information would violate the law or create the risk of significant harm to the public. The Geotechnical Engineer shall require similar agreements of the Geotechnical Engineer's consultants to maintain the confidentiality of information specifically designated as confidential by the District.

1.5.2.3 Except with the District's knowledge and express written permission, the Geotechnical Engineer shall not engage in any activity, or accept any employment, other agreement, interest, or contribution that would reasonably appear to compromise the Geotechnical Engineer's professional judgment with respect to this Project.

1.5.2.4 The Geotechnical Engineer is expressly prohibited from participating in or bidding on any part of the Contract for Construction or multiple construction contracts, if any, let by the District.

1.5.2.5 The Geotechnical Engineer shall review laws, codes, and regulations applicable to the Geotechnical Engineer's services. The Geotechnical Engineer shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

1.5.2.6 The Geotechnical Engineer shall be entitled to rely on the accuracy and completeness of services and information furnished by the District. The Geotechnical Engineer shall provide prompt written notice to the District if the Geotechnical Engineer becomes aware of any errors, omissions, or inconsistencies in such services or information.

## **2 PART 2**

### **2.1 GEOTECHNICAL INVESTIGATION REQUIREMENTS**

2.1.1 TIME: Subject to limitations stated in this Agreement, the specified Geotechnical Investigation shall be completed and the drawing(s) and report(s) delivered to the District within forty-five (45) calendar days upon the District's execution of this Agreement or authorization from the District to proceed.

2.1.2 Access and Protection of Property. The Geotechnical Engineer shall contact the Agency for information regarding access to the site and shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall reasonably restore the site to the condition existing prior to the Geotechnical Engineer's entry, including, but not limited to, repair of curbs, sidewalks, lawns and plantings unless otherwise agreed to with the District.

2.1.3 Geotechnical Investigation and Reports. Services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, soil corrosion/resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations unless such services are specifically provided by the District.

2.1.3.1 Reports and Drawing Requirements. The Geotechnical Engineer shall sign and seal each report and/or drawing and certify to the best of the geotechnical engineer's knowledge, information, and belief that all information thereon is true and accurately shown. Drawings and drawing files shall contain written scale, graphic scale, North arrow (oriented to the top of the sheet), legend of symbols and abbreviations used on the drawing(s), and all dimensions and elevations in English units.

2.1.3.2 Investigation.

2.1.3.2.1 The geotechnical engineer shall perform borings and subsurface investigations in accordance with accepted geotechnical engineering practices and in the quantity and location as coordinated with the District, or the District's Architect/Engineer, in order to determine the subsurface soil strata, obtain

representative samples for laboratory analysis, investigate the in-situ soil conditions, and investigate the subsurface water conditions.

2.1.3.2.2 All samples shall be classified in accordance with ASTM D-2488, "Standard Practice for Description and Identification of Soils."

2.1.3.2.3 Testing shall be performed in accordance with:

2.1.3.2.3.1 Standard Test Method for Penetration Test and Split Barrel Sampling of Soils, ASTM D-1586;

2.1.3.2.3.2 Thin-Walled Tube Sampling of Soils, ASTM D-1587;

2.1.3.2.3.3 Moisture Content Tests, ASTM D-2116;

2.1.3.2.3.4 Atterberg Limits, ASTM D-4318;

2.1.3.2.3.5 Sieve/Grain Size Analysis Tests, ASTM D-422 and C-136;

2.1.3.2.3.6 Consolidation/Swell, ASTM D-2438 and D-4546;

2.1.3.2.3.7 Shear Strength, ASTM D-2850, D-4767, and D-2166;

2.1.3.2.3.8 California bearing ratio, ASTM D 1883;

2.1.3.2.3.9 Proctor, ASTM D-698 and D-1557; and,

2.1.3.2.3.10 Corrosion tests such as resistivity, pH, and sulfates.

2.1.3.2.4 Percolation tests shall be performed in accordance with the California governing agency's currently accepted practices and procedures.

2.1.3.2.5 Other methods of investigation may be used upon prior approval of the District. Such methods include test pits, rotary borings, hand auger borings, subsurface strata delineation or other generally accepted geophysical methods.

2.1.3.3 Reports. Reports shall provide descriptive information of the scope of the investigation describing the tasks and analysis performed along with the following:

2.1.3.3.1 Sub-surface investigation. General description of the samples taken, locations, elevations, the testing methods performed, site geology, subsurface soils profiles, and groundwater observations.

2.1.3.3.2 Laboratory Investigations. General description of the examinations and classification of tests performed.

2.1.3.3.3 Design and Construction Recommendations. General description of the Project to be constructed with loading information obtained from the District or the District's Architect/Engineer. The geotechnical engineer shall perform a historical search regarding any previous construction on the site. The Report shall provide design criteria and make recommendations as appropriate for the Project in accordance with the attached proposal.

### **3 PART 3**

#### **3.1 OWNERSHIP OF DOCUMENTS**

3.1.1 All documents developed under this Agreement are and shall become the property of the District whether the Project for which they are made is or is not executed. It is understood and agreed that the District and the District's Architect/Engineer is permitted to reproduce the drawings and distribute the prints in connection with the use or disposition of the property without incurring obligation for additional compensation to the Geotechnical Engineer.

3.1.2 The signing of this Agreement shall constitute a complete transfer of ownership, intellectual property and copyright of all documents from the Geotechnical Engineer to the District upon Substantial Completion of the Project. Such transfer shall not be construed by the Geotechnical Engineer as a grant for usage nor can it be revoked by the Geotechnical Engineer.

3.1.3 The District agrees to indemnify and hold harmless the Geotechnical Engineer from any and all claims, demands and causes of action of any kind or character arising as a result of reuse of the documents developed under this Agreement.

3.1.4 The District is restricted from using the Geotechnical Engineer's license seal/stamp in any form or manner as part of any reuse of documents developed under this Agreement. The Geotechnical Engineer may not remove its license seal/stamp from the Contract Documents used to construct the Project but may do so from electronic and hardcopy Record Drawings delivered to the District.

3.1.5 The Geotechnical Engineer shall have the right to include photographic or artistic representations of the design of the Project among the Geotechnical Engineer's promotional and professional materials. The Geotechnical Engineer shall be given reasonable access to the completed Project to make such representations. However, the Geotechnical Engineer's materials shall not include the confidential or proprietary information regardless of whether or not the District has previously advised the Geotechnical Engineer in writing of the specific information considered by the District to be confidential or proprietary.

## **3.2 INSURANCE**

3.2.1 The Geotechnical Engineer, at its own cost, shall obtain and maintain during the term of this Agreement all insurance policies required pursuant to this Article. The District shall be named as an additional insured with respect to all such insurance except professional liability and Workers' Compensation Insurance. The insurance policies required pursuant to this Agreement shall be issued by one or more insurers licensed to do business in this State and having an A.M. Best Company rating of not less than an "A-9." Prior to commencing the Geotechnical Services, the Geotechnical Engineer shall provide to the District copies of all insurance policies required pursuant to this Article, together with duly authorized and executed certificates of insurance evidencing that such insurance policies are in effect ("Certificates of Insurance"). The Certificates of Insurance name the District as an additional insured and shall expressly require that the insurer notify the District not less than thirty (30) days prior to any cancellation, termination, reduction in coverage, or expiration without renewal of any such insurance policy. Language therein to the effect that the insurer shall "endeavor" to provide such notices shall not be acceptable. The District shall review the insurance policies and Certificates of Insurance required pursuant to this Paragraph to determine whether they comply with the requirements of this Agreement. The Geotechnical Engineer shall provide updated Certificates of Insurance to the District for each renewal of an insurance policy required pursuant to this Article. Any failure by Geotechnical Engineer to comply with the provisions of this Article shall be deemed a material breach of this Agreement.

1. Workers Compensation Insurance. The Geotechnical Engineer shall obtain and maintain Workers' Compensation Insurance as required by the Labor Code and Employer's Liability Insurance with coverage in an amount not less than five hundred thousand dollars (\$500,000).

2. Professional Liability Insurance. The Geotechnical Engineer shall obtain, and shall maintain until at least five (5) years after filing of the Notice of Completion, Professional Liability Insurance with coverage in an amount of not less than one million dollars (\$1,000,000.00).

3. General Liability Insurance. The Geotechnical Engineer shall obtain and maintain during the term of the Agreement a policy of commercial general liability insurance, written on an "occurrence" basis, providing coverage with a combined single limit of not less than two million dollars (\$2,000,000) for all activities conducted by Geotechnical Engineer pursuant to this Agreement ("Liability Policy"). The Liability Policy shall contain a cross-liability endorsement and a waiver of the insurer's rights of subrogation. The Liability Policy shall include limited coverage for the contractual liability assumed by the Geotechnical Engineer pursuant to this Agreement. The Liability Policy shall be primary with respect to any insurance or self-insurance programs covering the District, its Board members, officers, employees, agents and consultants.

4. Automobile Liability Insurance. The Geotechnical Engineer shall obtain and maintain during the term of this Agreement policies of business automobile liability insurance with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

3.2.2 Consultant Insurance. All engineers, experts and other consultants employed by or under contract to the Geotechnical Engineer in connection with this Agreement shall be required to independently comply with the insurance standards and requirements set forth in Paragraph 3.2.1 of this Article, unless other standards or requirements are approved by the District in writing. Unless such other insurance standards or requirements are approved in writing by the District, the Geotechnical Engineer's agreements with its consultants shall contain provisions making them subject to the requirements set forth in Paragraph 3.2.1 of this Article.

The Geotechnical Engineer shall procure and maintain through termination or Final Acceptance of the Project, Workers Compensation Coverage and commercial liability insurance for protection from claims, actions, damages, and liabilities due to or arising out of bodily injury, automobile accidents, personal injury, sickness, disease, death, or other incidents for himself and all his employees and from claims, action, damages, and liability to or destruction of property arising out of services provided under this Agreement.

3.2.3 Indemnification and Hold Harmless. For purposes of this Paragraph, the term "District" is deemed to include its Board members, officers, employees and agents. The Geotechnical Engineer hereby agrees that it shall indemnify and defend the District, and hold the District harmless, against and from any and all claims, demands, causes of action, costs, including, without limitation attorney's fees and expenses, liabilities, losses, damages and injuries of any kind (including those related to any injury to property or to the injury or death of any person) that in any manner arise out of, or result from any intentional or negligent act, error or omission of the Geotechnical Engineer or its officials, officers, employees, subcontractors, consultants or agents in connection with this Agreement or the performance of the Geotechnical Services. Any defense of the District shall be legal counsel reasonably acceptable to the District, and Geotechnical Engineer shall bear all cost, expense and risk thereof. In connection therewith, the Geotechnical Engineer shall pay or otherwise satisfy any judgment, award or decree that may be rendered against the District. The District, without jeopardizing or compromising any of its rights herein, may settle any demand, action or other legal proceeding on terms determined by the Board to be in the District's best interest, and the Geotechnical Engineer shall reimburse the District for the amount paid in settlement, together with the District's costs and expenses, including attorneys' fees and expenses, incurred in negotiating and entering into such settlement. The Geotechnical Engineer also shall reimburse the District for any and all legal expenses and costs, including attorneys' fees, incurred in enforcing the indemnity and other rights herein provided. The obligations of the Geotechnical Engineer set forth in this Paragraph shall not be deemed to be limited or restricted to insurance proceeds, if any, received by the District. The obligations of the Geotechnical Engineer set forth in this Paragraph shall survive termination of the Agreement with respect to Geotechnical Services provided prior to termination or expiration of this Agreement. However nothing above requires the Geotechnical Engineer to pay for or be responsible in any manner to the District for intentional or negligent acts of the District. The District shall indemnify and hold harmless the Geotechnical Engineer from and against all damages, claims and liability arising out of

the negligent acts, errors, or omissions of the District, its officers, agents, consultants, and employees, including all judgments, awards, losses, expenses, costs and attorneys' fees.

**3.2.4 Equal Opportunity Employment.** The Geotechnical Engineer shall be familiar with and be responsible for and adhere to all Federal and State requirements regarding employment practices. All hiring and other employment practices of the Geotechnical Engineer shall be in accordance with Federal Equal Employment Opportunity laws, requirements and regulations and shall be nondiscriminatory, based on merit and qualifications without regard to race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

**3.2.5 Personnel Expenses** pertaining to mandatory or customary contributions and benefits related to employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans, and similar contributions are entirely the responsibility of the Geotechnical Engineer.

### **3.3 TERMINATION OR SUSPENSION OF THIS AGREEMENT**

**3.3.1** The District or Geotechnical Engineer may terminate this Agreement upon giving written notice to the other that such party has defaulted and failed to fulfill its obligations under this Agreement. The written notice must contain an itemized description and accounting of default and failure. In the event of such default, the Geotechnical Engineer or District shall allow ten (10) calendar days for corrective action or submission of a corrective action plan. The ten (10) days shall be based upon the date of receipt of the notice by the other party. Should no satisfactory corrective action be taken or acceptable corrective action plan be provided by the defaulting party, the other shall have right to terminate the Agreement.

**3.3.2** The District may terminate this Agreement without cause or for convenience at any time upon giving written notice to the Geotechnical Engineer. If the Agreement is terminated without cause, the Geotechnical Engineer shall be compensated for all services rendered prior to receiving the written notice.

**3.3.3** If the Geotechnical Engineer fails to fulfill his obligations and the Agreement is terminated, the District may prosecute the Project to completion by contract or other means available. The Geotechnical Engineer shall be liable to the District for any and all additional costs incurred due to the Geotechnical Engineer's failure to perform. The rights and remedies available to the District provided herein are in addition to any and all other rights and remedies provided by law or equity.

**3.3.4** If the District fails to make payments to the Geotechnical Engineer in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination subject to the written notice provision above or, at the Geotechnical Engineer's option, cause for suspension of performance of services under this Agreement. If the Geotechnical Engineer elects to suspend services, prior to suspension of services, the Geotechnical Engineer shall also give ten (10) days written notice to the District. In the event of a suspension of services, the Geotechnical Engineer shall have no liability to the District for delay or damage caused the District because of such suspension of services. The Geotechnical Engineer shall resume services upon corrective action or submission of a corrective action plan by the District.

**3.3.5** The Geotechnical Engineer cannot terminate this Agreement or suspend services if the Project is suspended or delayed by the District. The District shall notify the Geotechnical Engineer concerning any suspension or delay and may direct the Geotechnical Engineer to suspend services accordingly.

**3.3.6** Any and all expenses, termination costs, anticipated overhead and profit, and consequential costs as a result of termination of this Agreement are specifically excluded and shall not be due the Geotechnical Engineer.



### 3.4 MISCELLANEOUS PROVISIONS

3.4.1 Election to Arbitrate. In the event of any dispute between the parties related to the interpretation or enforcement of this Agreement, the parties may agree to submit such dispute to arbitration, either binding or non-binding, for resolution by a neutral third-party arbitrator. In the event the parties elect to arbitrate any such dispute, the parties shall attempt to agree upon a retired judge of the Superior Court in and for the County of Los Angeles. If the parties are unable to agree on an arbitrator within thirty (30) days of the receipt of a request for arbitration, they shall request that the presiding judge of the Superior Court designate an arbitrator. Any agreement to arbitrate shall specify the parties' agreement as to the procedures and rules to be followed in conducting the arbitration, which, at a minimum, shall specify that the arbitrator must adhere to and apply all substantive statutory and case law that is applicable to the dispute. The District and the Geotechnical Engineer shall each pay one-half (1/2) the cost of the arbitration and each shall be responsible for its own attorneys' fees and costs related thereto. If the parties have elected binding arbitration and either party petitions to confirm, correct, or vacate the award as provided by Chapter 4 of Title 9 of the Code of Civil Procedure (commencing with Section 1285), the prevailing party shall be entitled as part of its costs to a reasonable attorney's fee to be fixed by the court.

3.4.2 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that the Geotechnical Engineer shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the District. Any attempted assignment by the Geotechnical Engineer without District consent shall be invalid.

3.4.3 Governing Law. This Agreement shall be governed by the laws of the State of California. Arbitration, action or other proceeding arising from or related in any way to this Agreement shall be conducted only in the County of Los Angeles.

3.4.4 Incorporation of Recitals and Exhibits. All recitals set forth herein, and all exhibits attached hereto or referenced herein, are hereby incorporated as effective and operative parts of this Agreement.

3.4.5 Geotechnical Engineer Not Officer or Employee of District. The District hereby retains Geotechnical Engineer on an independent contractor basis. The Geotechnical Engineer shall not be deemed or construed to be an employee of the District for any purpose whatsoever, including, but not limited to, for income tax purposes, and the Geotechnical Engineer is not entitled to the rights or benefits afforded to District's employees. Except as agreed by the parties and set forth in this Agreement, the Geotechnical Engineer shall have the sole discretion to determine the manner in which it will perform the Geotechnical Services. Any additional personnel performing the Geotechnical Services on behalf of Geotechnical Engineer also shall not be deemed or construed to be employees of the District, and shall at all times be under Geotechnical Engineer's exclusive direction and control. The Geotechnical Engineer shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Geotechnical Services and as required by law. The Geotechnical Engineer shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance, and Workers' Compensation Insurance.

3.4.6 No Third-Party Rights. The parties have entered into this Agreement solely for their own benefit, and no third party shall be entitled, directly or indirectly, to base any claim or to have any right arising from, or related to, this Agreement.

3.4.7 Time of Essence. Time is of the essence with respect to this Agreement and each provision herein.

3.4.8 Captions and References. The captions or headings set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent or any Article, section, subsection, paragraph, or other provision of this Agreement. Any reference in this Agreement to an

Article, section, subsection or paragraph, unless specified otherwise, shall be a reference to an Article, section, subsection or paragraph of this Agreement.

**3.4.9 Drafting of Agreement.** In interpreting this Agreement, it shall be deemed to have been prepared by the parties jointly and no ambiguity shall be resolved against either party on the premise that it or its attorneys was responsible for drafting this Agreement or any provision hereof.

**3.4.10 Entire Agreement.** This Agreement sets forth the entire agreement and understanding concerning the provision by the Geotechnical Engineer to the District of Geotechnical Services for the Project, and this Agreement supersedes and replaces all prior negotiations and proposed agreements, written or oral. Each party acknowledges that the other party and the other party's agents, attorneys and other representatives have not made any promise, representation, or warranty whatsoever, express or implied, other than those contained herein to induce the execution of this Agreement and acknowledges that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

**3.4.11 Severability.** If any Article, section, subsection, paragraph, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by a court of competent jurisdiction to be illegal, null or void or against public policy, the remaining Articles, sections, subsections, paragraphs, sentences, clauses and phrases contained in this Agreement shall not be affected thereby and shall, to the extent possible in light of the illegal, null or void language, continue in full force and effect.

**3.4.12 Waiver.** The failure of a party at any time to require a performance by any other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver of any breach of any provision of this Agreement by a party shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.

**3.4.13 Conflicting Provisions.** In the event that provisions of any exhibit incorporated into this Agreement conflict in any way with the provisions set forth in this Agreement, the provisions herein shall control over the exhibits with respect to the actions and obligations of the parties and the interpretation of the parties' understanding concerning the performance of the Geotechnical Services.

**3.4.14 Amendment.** This Agreement may be amended or modified only by means of a writing duly approved and executed by the parties.

**3.4.15 Prevailing Wages.** The Geotechnical Engineer acknowledges the requirements of Labor Code Section 1770 *et seq.*, which would require the payment of prevailing wages if the Geotechnical Services or any portions thereof are determined to be a "public work" as that term is defined in the Labor Code. The Geotechnical Engineer shall defend, indemnify, and hold harmless the District, its Board members, officers, employees, agents and consultants from and against any claim or liability, including, without limitation, attorneys' fees and costs, arising from or related to any failure or alleged failure of Geotechnical Engineer to comply with Labor Code Section 1770 *et seq.*


**3.4.16 Equal Opportunity Employment.** The Geotechnical Engineer represents and warrants that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

**3.4.18 Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

3.4.19 Due Authority of Signators. Each individual signing this Agreement represents and warrants that he or she has been authorized by appropriate action of the party that he or she represents to enter into this Agreement on behalf of that party.

IN WITNESS WHEREOF, the District and the Geotechnical Engineer have executed this agreement the day and year first above written.

*Geotechnical Engineer.*

By:   
Signature

SIVA K. SIVATHASAN.  
Print Name

*La Cañada Unified School District*

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

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

## **EXHIBIT A SCOPE OF SERVICES**

### **1.0 BASIC GEOTECHNICAL ENGINEERING SERVICES**

The Geotechnical Engineer shall provide the geohazards evaluation and geotechnical services for the specified Project. Throughout the design of the Project, the Geotechnical Engineer shall consult with the District and the Project Architect to determine the specific location for borings required for the Project and other required analysis.

#### **1.1 GEOHAZARDS EVALUATION**

The geotechnical engineer shall evaluate the project location and prepare report in accordance with Special Publication 117A, "Guidelines for Evaluating and Mitigating Seismic Hazards in California (2008)", and Special Publication 42, "Fault-Rupture Hazards Zones in California".

The findings of the work will be presented in the **Geotechnical Hazards Report** and shall provide an assessment of the potential for earthquake or other geological hazard damage pursuant to Education Code 17212 and 17212.5 and the California Code of Regulations, Title 5, Sections 14010(f), 14010(g) and 14010(i). In addition, Geotechnical Engineer shall refer to the latest "School Site Selection and Approval Guide, Appendix H" published by California Department of Education, for factors to be included in the Geohazard Report. The data should be presented in a form that enables the *District* to assess the economic effect which the soil, bedrock and groundwater may have on the viability of the project.

The geotechnical engineer shall submit the geohazard report to the California Geological Survey (CGS) for review and obtain approval from CGS.

#### **1.2 DETAILED GEOTECHNICAL INVESTIGATION**

The detailed geotechnical investigation shall performed in accordance with the 2013 and 2016 California Building Code and shall include at a minimum:

##### **1.2.1 Field Exploration**

The pattern of borehole drilling and/or test pit excavation should be agreed between the Geotechnical Engineer and the *District* or *District's* Architect or consulting design engineer. The nature of the project to be designed and the known subsurface conditions of the area usually dictate the location, spacing and depth of the test holes. The drilling of boreholes should be carried out by an experienced drill crew using the type of equipment best suited for the terrain and anticipated soil conditions. Boreholes may be advanced by wash boring, with or without driven casing, solid stem auger or hollow stem augers. Test pits may be hand or mechanically excavated. In all cases, the method by which the test hole has been made must be clearly stated as part of the field procedure. Such work should be performed under the direction of the Geotechnical Engineer;

##### **1.2.2 Field Sampling**

Exploration and field sampling work must be carried out in accordance with recognized practice, such as recommended by A.S.T.M. The frequency and type of sampling may be varied by the requirements of the project, but should be under the control of the Geotechnical Engineer.

##### **1.2.3 Field Testing**

Field *Testing* must be carried out in accordance with recognized practice such as recommended and by A.S.T.M. or in accordance with special instructions set out by the equipment manufacturers. Types of *Tests* normally done include in-situ vane, standard penetration, dynamic cone penetration, pressure meter and pumping *Tests*.

Other *Tests* depending on soil conditions may include static cone penetrometer, flat dilatometer, plate load *Tests*, etc. Such *Tests* must be utilized correctly and at the appropriate place in order to define the in-situ soils or bedrock parameters;

##### **1.2.4 Groundwater Records**

Fluctuations in the elevation of the groundwater occur over a period of time. It is considered good practice that the existing groundwater level should be monitored by piezometers or other methods as a routine part of any investigation. The installation of such equipment should be in accordance with recognized standards and as directed by the Geotechnical Engineer. Such installations may require additional visits to the site to make field observations until conditions have reached equilibrium. It is also essential that all observations of the encountering of seepage water or initial water percolation into test pits be recorded as part of the field records. Further, the rate of inflow and rise of water levels should be recorded at the time of the initial observations in order to assess correctly the apparent influence which the water condition may have on the design project as well as on construction procedures;

#### **1.2.5 Laboratory Testing of samples**

It is normally a requirement that representative samples from the detailed site investigation be tested in the laboratory for the determination of soil properties essential to the preparation of the geotechnical report. It is normally essential that the natural moisture content of samples be determined at the time of the investigation as a routine measure. Subsequent to the completion of the laboratory *Testing* program, the report and recommendations should be made based on the results obtained;

##### **1.2.5.1 Classification Tests**

Classification *Testing* of samples is frequently carried out to identify soil type. Such classification *Tests* include grain size analysis, Atterberg limits, moisture content determinations and must be carried out in accordance with recognized practice such as recommended by A.S.T.M.;

##### **1.2.5.2 Strength Tests**

Strength and consolidation *Tests* should be carried out on undisturbed samples if conditions warrant such *Testing*. Such *Tests* may be carried out in a variety of ways, depending upon the parameters required and the soil type being examined, but all such *Tests* must be carried out in accordance with recognized practice, such as recommended the Uniform Building Code, and by A.S.T.M. Laboratory *Testing* will be performed by trained and qualified technicians working under the control of the Geotechnical Engineer. Only such *Testing* as is required to provide the data for proper analysis of the geotechnical problem should be carried out;

##### **1.2.5.2 Corrosion Tests**

Perform laboratory corrosivity tests and evaluate the corrosion potential of the subsurface soils.

#### **1.2.6 Report and Recommendations**

The *Geotechnical Report* should outline the terms of reference of the investigation, should summarize the findings of the field investigation and the supplementary laboratory *Testing* and should then present the conclusions and recommendations based on these findings.

##### **1.2.6.1 Factual Data**

The factual data comprises the terms of reference, the details of the field investigation procedures, the results of the field investigation, the results of the field *Testing*, records of groundwater observations, laboratory *Test* results, site plan and inferred soil stratigraphy, etc. This portion of the report should not include any conclusions derived from the factual data;

##### **1.2.6.2 Report Recommendations**

The report recommendations and geotechnical conclusions shall be presented separately, so that these recommendations may be excluded from the construction contract documents if the District so desires. Such recommendations may cover a variety of activities, such as alternative founding depths/elevations with recommended design bearing values, pile design considerations, estimates of potential settlements, recommended safe slopes of banks or excavation walls, earth pressures for shoring design, dewatering requirements, soil stabilization, etc. The report shall include recommendation of foundation design, pavement design, earthwork/soil preparation, and fill placement. The recommendation should be made with due consideration to the construction proposed by the Architect or consulting engineer, in order to provide the most economic viable alternatives available for consideration. Only in this way can the District obtain the true benefits available from a competently performed geotechnical report. The report

embodying the findings of the Geotechnical Engineer should be a necessary tool for the planner, designer and for those contractors who specialize in dewatering, excavating and foundations. It is thus recommended that the part of the report containing factual information be incorporated in the construction contract documents.

The Geotechnical Engineer shall secure the required approvals thereof from all governmental agencies having jurisdiction over the Project; The Geotechnical Engineer shall be responsible for filing the Geotechnical report and other-related documents with to the California Geological Survey ("CGS") as required by law. The Geotechnical Engineer shall provide the District with a copy of, and proof of filing of, each document so filed. The District shall be responsible for the payment of review fees to the CGS. The Geotechnical Engineer shall provide any additional or supplemental information to CGS and/or the Division of State Architects ("DSA") as required.

### **1.3 SERVICES DURING CONSTRUCTION**

**1.3.1 Foundation Subgrade Inspection** – Supervise and control the site inspection of the foundation bearing material during construction. Geotechnical Engineer should verify the conditions at the bottom of the excavated site as were anticipated and that no part of the excavation shows soil conditions which are substantially different than those which were anticipated. Verify that the specified bearing values have been achieved at the foundation level.

**1.3.2 Load Test Supervision (when required)** –Coordinate with the structural engineer to determine if this is required. Perform load test in accordance with recognized practice such as recommended by A.S.T.M. Details of the *tests* should be presented in graphical form representing the Load/Time/Settlement curves for the pile or footing tested; a report should be submitted providing details of the work and the results obtained.

**1.3.3 Fill Compaction Testing** – Inspect and test site borrow materials or granular fills for approval of soils. Submit report to the Contractor indicating acceptance or rejection of the work as it is performed.

**1.3.4 Pavement Subgrade Testing** – Test road and other paved areas subgrades for design recommendations for the eventual pavement design, which should be based upon the nature and condition of the subgrade at the time of construction of the paved area. Such *tests* may involve laboratory *testing* of samples recovered from the site or may involve in-situ *testing* of the subgrade in its prepared condition.

**1.3.5 Slope Stability Monitoring** – Supervised the installation of, and the monitoring of, slope indicators prior to, during and following construction of civil engineering works to ensure the safety of the facility.

**1.3.6 Field Instrumentation-Settlement** – Monitor the instrumentation established during construction to determine settlement and stress changes.

**1.3.7** Provide design review or field observations of shoring or bracing for excavations and building or underpinning of adjacent structures;

**1.3.8** Review of the contractor's methods, procedures and construction equipment with respect to the effect on the project;

**1.3.9** Provide additional geotechnical services for Work resulting from corrections or revisions required because of errors or omissions in construction by the contractor;

**1.3.10** Provide special sketches for drainage, special foundation measures, safe slopes and shoring requirements;

**1.3.11** Attend special site meetings to review problems of an unforeseen nature that have arisen during foundation or earthworks construction.



# Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

January 7, 2020

Mr. Harold J. Pierre, PE  
Program Manager  
Linik CORP - Builders Management  
PO Box 803040  
Santa Clarita, California 91380-3040

Subject: **PROPOSAL TO PROVIDE GEOHAZARDS REPORT AND  
GEOTECHNICAL SERVICES**  
**New Building Addition and Modernization Project**  
Palm Crest Elementary School  
5025 Palm Drive, La Canada, California 91011  
La Canada Unified School District  
Converse Project No. 19-31-342-00 (01)(30/40)

Dear Mr. Pierre:

Converse Consultants (Converse) appreciates the opportunity to submit this proposal describing our recommended scope of services and fees to perform a geotechnical study for the above-referenced project.

The purpose of the study will be to generate a report for design purposes, consistent with the 2016 edition of California Building Code (CBC), Title 24, Chapter 16; Earthquake Design, Chapter 18A, Foundation and Retaining Wall; Appendix Chapter 33, Excavation and Grading; Part 1' section 4-317 (e) and CGS Note 48-Checklist for the review of Geologic/Seismic Reports for California Public Schools, Hospitals and Essential Services Buildings for new and existing (retrofit/modernization) buildings. The findings of the work will be presented in the Geotechnical Hazards Report and shall provide an assessment of the potential for earthquake or other geological hazard damage pursuant to Education Code 17212 and 17212.5 and the California Code of Regulations, Title 5, Sections 14010(f), 14010(g) and 14010(i). In addition, we will refer to the latest "School Site Selection and Approval Guide, Appendix H" published by California Department of Education, for factors to be included in the Geohazard Report.

## **SITE/PROJECT DESCRIPTION**

We understand that the proposed project entails both modernization and new construction. New construction consists of a two-story modular classroom building and retaining wall along the south boundary of the north parking lot. Modernization of approximately 20,000 square feet of existing permanent construction, single story buildings. Project also consists of the construction of site work and parking lots. The structural load is not known at this time; however, we are anticipating low structural loads.

## **SCOPE OF SERVICES FOR GEOTECHNICAL INVESTIGATION**

Our proposed investigation will provide the necessary personnel, equipment and materials to explore the site; perform geotechnical analyses, conduct laboratory testing, and prepare preliminary geological, geotechnical, and construction recommendations for the proposed fill placement sites. Our scope of work will include the following tasks:

### ***Task I: Project Set-up***

As part of project set-up, personnel from our office will conduct the following:

- Coordinate site access with La Canada Unified School District representatives.
- Obtain the Borehole Permit from Los Angeles County Department of Health.
- Field reconnaissance to map the surface conditions, including drainage, flood hazard, etc.
- Stake/Mark the boring locations in the field so that drill rig access to all the locations is available.
- Notify Underground Service Alert (USA) at least 48-hours prior to drilling to clear the boring location of any conflict with existing underground utilities.
- Ground Penetrating Radar (GPR) Services will be used to clear underground existing utilities.

### ***Task II: Subsurface Exploration and Percolation Testing***

The field investigation will consist of a subsurface exploration program consisting of drilling a total of ten (10) exploratory borings including percolation testing borings. The borings will be standard hollow-stem drill rig to depths varying from 10 to 50 feet below the existing ground surface (bgs) or to refusal, whichever is shallower. Percolation testing will be performed in three (3) borings between five (5) and fifteen (15) feet below ground level using falling head method.

The purpose of the field exploration is to:

- Obtain subsurface information at the site.
- Obtain undisturbed and bulk samples of the various soil for laboratory testing.
- Determine the excavatability of the on-site materials.

Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at five-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4 inches inside diameter and 3.0 inches outside diameter) lined with thin-walled sample



rings. The sampler will be driven into the bottom of the borehole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for one foot of penetration will be shown on the boring summary sheet in the "blow/6-inch" column. The soil will be retained in brass rings (2.4 inches in diameter and one inch in height). The central portion of the sample will be retained and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings during drilling, will be recorded.

Standard Penetration Tests (SPTs) will be performed at regular intervals to a depth of 50 feet bgs. SPT data will be utilized in evaluating the liquefaction potential and providing design recommendations.

After completion of the borings, boreholes will be backfilled with cement grout if it is deeper than ten (10) feet as per LA County Department of Health requirements. Borings depth less than ten (10) will be backfilled by soil cuttings and nominally compacted. Boreholes will be patched with cold asphalt concrete where applicable.

### **Analytical Testing**

One (1) composite soil sample (samples from each drum) will be submitted to a California ELAP certified laboratory under chain-of-custody control. All sample analyses will be conducted on a standard turnaround time. The samples will be analyzed as follows:

- EPA 8015M – TPH carbon chain speciation
- EPA 8260 – VOCs and Oxygenates
- EPA 8270 – SVOCs
- EPA 8082 – PCBs
- EPA 8081A – OCPs
- EPA 6010B – Title 22 metals (TTLC)

### **Waste Disposal**

All excess soil cuttings and drilling mud will be contained in seven (7) drums. The bins will be temporarily stored on the site away from drainage areas and secured from unauthorized entry until laboratory analytical results are received. The waste will be profiled for the most cost-effective disposal or recycling option. For budgeting purposes, we have assumed 7 drums of waste will need to be transported and disposed as non-hazardous waste.

Converse will be responsible for the preparation of waste manifests, and for arranging for proper transportation and disposal of the waste. A Client representative will be responsible for signing the manifests as the Generator. Copies of the manifest will be provided.

### ***Task III: Laboratory Testing***

Soil samples obtained during exploratory drilling will be tested in our laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing may include, but will not necessarily be limited to:

- Moisture-density of in-situ samples
- Expansion index or Atterberg Limit
- Sieve Analysis
- Soil Passing No. 200 Sieve
- Modified Proctor
- Direct Shear
- Consolidation/Collapse
- R-Value
- Corrosivity

### ***Task IV: Engineering Analyses and Report***

Data obtained from the exploratory borings and laboratory testing program will be evaluated. Engineering analyses will be performed to present foundation design recommendations in a geotechnical study report, which will include the following items:

#### **Site Condition**

- Description of on-site soils, boring locations, and test methodologies utilized
- Groundwater depth

#### **Faulting and Seismicity**

- Location relative to known earthquake faults
- Anticipated ground shaking from earthquakes
- Liquefaction characteristics
- Other secondary effects from earthquakes
- Site co-efficient for soil characteristics relative to CBC 2016/2019 earthquake forces

#### **Recommendations for Site Preparation**

- Over excavation and compaction, if needed
- Subgrade preparation
- Structural backfill
- Suitability of on-site soils for regrading or for use as compacted fill
- Types of imported fill (if required) for use as compacted fill
- Special recommendations for expansive soils or for proposed site work where expansive soils are present
- Shrinkage and subsidence

### Design Recommendations

- Foundation types and bearing pressures with practical and economic considerations, consistent with good engineering requirements
- Lateral earth pressures and resistance to lateral load
  - Active earth pressures
  - Passive earth pressures
  - Seismic lateral forces for above grade
- Settlement
- Modulus of subgrade reaction

### Soil Corrosivity Evaluation

### Construction Recommendations

- Temporary excavations
- Recommendations for deep excavation adjacent to existing structures
- Recommendations for shoring parameters

The report recommendations and geotechnical conclusions shall be presented separately. Converse shall be responsible for filing the Geotechnical report and other related documents to California Geological Survey (CGS) as required by law. We will provide the District with a copy of, and proof of filing of, each document so filed. The District shall be responsible for the payment of review fees to CGS. The Geotechnical Engineer shall provide any additional or supplemental information to CGS and/or the Division of State Architects (DSA) as required.

### PROFESSIONAL FEES

Our consulting services will be provided in accordance with the rates listed in this proposal. The total cost breakdown for our professional services is presented in the table below. A detailed breakdown is attached.

TASKS	COST
Task I: Project Set-up	\$750.00
Task II: Subsurface Exploration	\$1,250.00
Task III: Laboratory Testing	\$2,300.00
Task IV: Report Preparation	\$4,890.00
Exploration hole permit/Public Health	\$406.00
Ground Penetrating Radar (GPR) Services	\$960.00
Drill Rig Rental including cement grout and drums	\$4,830.00
Analytical Testing	\$489.50
Waste Disposal	\$1,069.50
Geotechnical Consultation and CGS Response	\$1,980.00
<b>TOTAL</b>	<b>\$18,925.00</b>

Our cost is based on the following assumptions:

- No additional permits will be required for our scope of work.
- All field work will be done in one mobilization.
- Access to the site is feasible from the existing street.
- Access to the site will be available during normal weekday working hours at no additional cost to Converse.
- Converse will minimize the impact and disturbance to the existing site conditions; however, some degree of disturbance or damage to the existing parking lot may occur by the field work.
- The site owner representative will assist Converse to clear existing underground utilities at no additional cost to Converse. Converse will not be responsible for any utility damage due to boring.
- The borings will be backfilled loose with soil. As a result, the surface may settle over time. If construction is delayed, it is recommended that the owner monitor the borings and, if needed, backfill any settlement or depression that might occur to prevent trip and fall injuries from occurring near the area of potential settlement. Converse will not be responsible for any markings left by Converse and USA.
- Converse will contact Underground Service Alert (USA).
- No environmental assessment or testing will be performed.
- Three (3) hard copies and one PDF file of the report will be prepared for the project.

Converse will provide this scope of work pertaining to the geotechnical study for an estimated fee of **\$18,925.00**. Invoices will be submitted on a monthly basis. If field exploration needs to be completed during weekends or after hours, an additional fee of \$2,000.00 will be required. If the report needs to be completed within two weeks after completion of the field exploration, an additional fee of \$2,000.00 will be required. We assume that this portion of the work is non-prevailing wage.

The above cost estimate and scope of services does not include environmental study of soil and groundwater and any inspection and/or testing services during construction. A separate proposal will be prepared prior to the start of construction when the proposed construction schedule has been forwarded to Converse.

### **PROPOSED SCHEDULE**

After the boring locations have been marked, USA requires 48 hours advance notice for utility clearance. Converse can begin subsurface exploration in four to five (4-5) working days after receipt of your written authorization to proceed with mobilization of equipment and permission to access the site, weather and site conditions permitting. It is estimated that the field work will require one (1) day. The laboratory testing, engineering analyses,



preparation and submission of the report will take approximately four (4) weeks after completion of the field exploration.

## **SCOPE OF SERVICES FOR GEOTECHNICAL OBSERVATION AND TESTING**

### **Soils**

- Review project plans and specifications.
- Inspect bottom of excavation.
- Inspect subgrade of pavement and density testing.
- Perform in-place density tests according to ASTM D1556 (sand cone method). Soils density tests may also be performed by nuclear method according to ASTM D6938 and adjusted to ASTM D1556 provided that calibration curves are periodically checked.
- Provide fill placement inspection and testing during construction on an intermittent and continuous basis as required to establish proper execution and conformance with the specifications. This includes testing (e.g. field density tests) on-site soil for subgrades to receive fill, backfill placement in trenches, pavement areas, and subgrade.
- Review and provide laboratory testing on soil, backfill materials, aggregate base, sand bedding, etc. Develop compaction curves for materials encountered.
- Prepare reports summarizing all observations and test results.

## **FEE ESTIMATE FOR GEOTECHNICAL OBSERVATION AND TESTING**

Converse proposes to complete the scope of work outlined above on a time-and-materials basis in accordance with the rates listed in this proposal. The estimated budget for Converse to perform the geotechnical observation and testing is **\$50,110.00**. We have included a detailed breakdown of these services in the attached cost estimate.

Converse's fees are based on the following:

- For technicians, Converse will assess a minimum four-hour charge during each site visit less than four hours. For time in excess of four hours and less than eight hours, Converse will charge for eight hours.
- The Converse field representative will not direct, supervise or lay out the work of the contractor. Services provided by Converse will not include a review or evaluation of the contractor's safety measures on or near the project.
- Any meetings and/or consultations requested by the client will also be charged in accordance with the rates listed in this proposal.
- Testing services outlined in this proposal will be performed at the request of La Canada USD's authorized representative. Daily field reports indicating work performed and test locations will be provided as the testing is completed.
- Converse requires 24 hours of advance notice for scheduling of services. We will,



however, make every attempt to accommodate requests for services with less notice.

- **This proposal is submitted with the understanding by both parties that this (Geotechnical Observation and Testing) is a prevailing wage project for field services as defined by local Labor Code Sections 1770-1780.**

## CLOSURE

During the course of this work, Converse will carry insurance as agreed in the contract. Services provided by Converse will be provided in accordance with the project requirements and generally accepted professional engineering and geological principles and practice in this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

This proposal will expire 90 days from its issuance if not accepted in that time. Our billing rates are reviewed at the beginning of each year and are subject to adjustment at the beginning of each calendar year.

If the terms of this proposal are acceptable, please complete and sign the attached Acceptance of Agreement and Authorization to Proceed form and forward it to our office with one copy of this signed proposal to formally authorize our services.

Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated in the authorization form. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with the appropriate authorization.

Please do not hesitate to contact the undersigned at (626) 930-1275 if you have any questions or wish to discuss this proposal further. Thank you for the opportunity to submit our proposal for this project.

Sincerely,

## CONVERSE CONSULTANTS



Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE  
Senior Vice President/Principal Engineer

Encl: Cost Estimates, General Conditions  
Dist: 1/Addressee via email





**PROPOSAL TO PROVIDE GEOHAZARDS REPORT AND GEOTECHNICAL SERVICES**

**New Building Addition and Modernization Project**

Palm Crest Elementary School  
5025 Palm Drive, La Canada, California 91011  
La Canada Unified School District

**ACCEPTANCE OF AGREEMENT AND AUTHORIZATION TO PROCEED**

*Firm Name:* \_\_\_\_\_ *(Client)<sup>1</sup>*

*By:* \_\_\_\_\_ *(Print Name)*

*Signature:* \_\_\_\_\_

*Title:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Telephone No. (            )* \_\_\_\_\_

*Email:* \_\_\_\_\_

*P.O. No./Billing Instructions<sup>2</sup>:* \_\_\_\_\_

- 1 Invoices to be sent to the Client, who shall be responsible for payment thereof, unless notified otherwise. The Client is represented by a person with authority to financially commit to the scope of work herein and acknowledges that the person signing has read and understands the enclosed General Conditions.
- 2 Billing requirements, including backup documentation, should be mutually agreed upon and indicated here. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.



**EXHIBIT "C"**

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.

Date:

1/9/2020

Proper Name of Consultant:

Converse Consultants

Signature:

Sivathasan

Print Name:

SIVA K. SIVATHASAN

Title:

Sr. VP.

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Services under this Agreement.)



## **FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

- ☐ Consultant's employees will have only limited contact, if any, with District pupils and District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of District. (Education Code § 45125.1 (c))

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

- ☒ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by District, or acting as independent contractors of Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

- ☐ Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

- ☐ The installation of a physical barrier at the worksite to limit contact with pupils.
- ☐ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- ☐ Surveillance of Employees by District personnel.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

I am a representative of Consultant entering into this Agreement with District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: \_\_\_\_\_

Name of Consultant: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

1/9/2020  
Converse Consultants  
Sivathan  
SIVA K. SIVATHASAN, Sr. VP