

**AGREEMENT FOR  
MATERIALS TESTING & SPECIAL INSPECTIONS SERVICES  
Contract No. 20/21-09**

THIS AGREEMENT FOR MATERIALS TESTING & SPECIAL INSPECTION SERVICES (the "Agreement"), is made and entered into on this 9th day of March 2021, by and between the LA CAÑADA UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY, CALIFORNIA, hereinafter referred to as "District", and CONVERSE CONSULTANTS., hereinafter referred to as "Consultant".

**RECITALS:**

A. It is the desire of the Governing Board of the District to contract with CONVERSE CONSULTANTS. to furnish materials testing and inspection services on a time-and-materials basis as described in Consultant's Proposals 21-31-117 dated 2/4/2021, 21-31-118 dated 2/4/2021, and 21-31-140 dated 3/3/2021 ("Attachment A") in connection with various K- 12 modernization and new construction projects on as-needed basis (the "Project") particularly described in the approved construction documents ("Construction Contract"). For purposes of this Agreement, the Project shall include all miscellaneous work related thereto or reasonably inferable from any of the "Contract Documents" defined in the Construction Contract.

B. The District desires to retain the Consultant upon the terms and conditions hereinafter set forth, and the Consultant desires to accept said retention and will agree to perform the services hereinafter mentioned, upon said terms and conditions.

NOW THEREFORE for mutual and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. Term. The term of this Agreement shall be for three (3) years with options to renew at the District discretion for another two (2) years. The Consultant shall be assigned on as needed basis to specific project. This Agreement does not guarantee that the Consultant would be assigned a specific project. The District and Architect shall evaluate the qualifications and proposals from Consultant for specific project and shall make assignment based on reasonableness of proposals, firm capabilities, project needs and other relevant information. There is no implied guarantee of work or minimum guarantee of work associated with this Agreement.
2. The Consultant shall, on behalf of the State of California and the District, furnish the required testing and specialty inspections as ordered by the District Project Inspector ("Project Inspector") and or Architect to complete the Project. The Consultant shall communicate with the Architect to verify all required testing are performed on the Project.
3. The Consultant shall provide all reports, certificates, and other items and documentation required by the District, Division of State Architect, by law or by any of the Contract Documents in connection with the Project. The Contract Documents, and DSA Testing and Inspections Sheet are hereby incorporated herein by this reference. The Consultant shall be required to perform the required services in accordance with DSA Procedure 13-01.
4. Consultant shall provide a monthly invoice to the District, which invoice shall itemize the work completed by the Consultant during the pay period, each day (or portion thereof) billed by the Consultant including and the number of hours worked on each task by the Consultant.
5. The Architect or Project Inspector shall specify the time and place that the Services shall be rendered. Consultant agrees and understands that performance of the Services may require

travel to District school sites and to other locations. Travel expenses incurred by the Consultant during such travel shall be reimbursed by the District in accordance with Consultant's Proposals listed in Recital A.

6. Upon receipt of a monthly invoice from the Consultant, the District shall pay to the Consultant in accordance with hourly rates and unit prices agreed upon per Attachment A; provided, however, that the total cost of all Services furnished by Consultant and its agents, consultants and independent contractors under this Agreement shall not exceed **Two Hundred Thousand Dollars (\$200,000)** in the aggregate (the "Maximum Contract Amount"). The Consultant's acceptance of payment on any invoice shall in each instance release the District from any and all financial claims of and liability to the Consultant for the period on or before the date of the invoice. As a condition to the payment of any monthly invoice, the Consultant shall submit conditional lien releases and waivers in the form provided by California Civil Code Section 3262 executed by Consultant and each independent contractor and consultant retained by the Consultant in connection with the Project hereunder with respect to all payments described in such invoice and unconditional lien releases and waivers in the form provided by California Civil Code Section 3262 executed by Consultant and each independent contractor and consultant retained by the Consultant in connection with the Project hereunder with respect to all previous payments made by the District. The Consultant shall pay all independent contractors and consultants retained by the Consultant no later than ten (10) days after the Consultant's receipt of payment from the District. The District shall pay the undisputed portion of all invoices within thirty (30) days after its receipt of the invoice. The District may offset against amounts payable to the Consultant hereunder any amounts owed to the District hereunder (including, without limitation, any damages or losses suffered by the District and covered by the Consultant's indemnification obligations hereunder).

7. **Insurance,**

7.1 Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

7.1.1 Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by

District.)

- 7.1.2 Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance and Employer's Liability Insurance for' all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 7.1.3 Professional Liability (Errors and Omissions). Professional Liability Insurance as appropriate to Consultant's profession.
- 7.1.4 Proof of Insurance. Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:
  - 7.1.5 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
  - 7.1.6 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
  - 7.1.7 An endorsement stating that District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employer's Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
  - 7.1.8 All policies except the Professional Liability, \Workers' Compensation, and Employer's Liability Insurance Policies shall be written on an occurrence form.
  - 7.1.9 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.
8. Independent Contractor. Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

9. The Consultant shall not assign or transfer this Agreement or any interests of Consultant herein without the prior written approval of the District. Any such attempt by the Consultant to assign or transfer this Agreement or any of its interests herein without District approval shall be void and of no force or effect. No individual person assigned to provide the Services hereunder for the Project may be changed or substituted without the prior written consent of the Director of Facilities of the District. Such consent may be given or withheld in each such person's sole and absolute discretion.
10. The Consultant, its agents, employees, consultants and independent contractors shall maintain the confidentiality of all information received in the course of performing the Services except as may otherwise be required by law or as may be required in connection with the proper performance of the Consultant's services hereunder. This requirement shall extend beyond the effective termination date of the Agreement indefinitely.
11. It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof (when read together with the attached Addendum) and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed by both parties with the same formality as this Agreement.
12. This Agreement may be terminated by either party for any or no reason at any time during the term of this Agreement by giving thirty (30) days written notice to the other party. Said notice shall be in writing, shall state the date of the proposed termination (which shall in no event be earlier than thirty (30) days from the date of delivery of such notice) and shall be delivered to the addresses listed for the respective parties. In such event, this Agreement shall terminate on the termination date set forth in the termination notice. Notwithstanding the foregoing, the District may terminate this Agreement upon less than thirty (30) days' written notice in accordance with Paragraph 19 below and either party may terminate this Agreement immediately upon the occurrence of a material default by the other party hereto. Upon any termination of this Agreement, the District shall pay to the Consultant all amounts earned and invoiced by the Consultant up to the termination date (subject to the District's offset rights hereunder) and the parties shall thereafter be released from all further obligations and liabilities under this Agreement except to the extent that any such obligations or liabilities expressly survive the termination of this Agreement. In the event of the occurrence of a material default of any party hereunder, the non-defaulting party shall have all rights and remedies at law and in equity with respect to such default.
13. All Consultant hours shall be scheduled in a manner that will satisfy the work requirements defined by the District and as required by the Title 21 and Title 24 requirements of the California Administration Code.
  - 13.1 Consultant agrees to perform additional services for the District above and beyond the minimum requirement if requested to do so by the District. Performance of Services
  - 13.2 Standard of Care. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
  - 13.3 Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

- 13.4 Meetings. Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 13.5 District Approval. The work completed herein must meet the approval of District and shall be subject to District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 13.6 New Project Approval. Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

14. The Consultant shall hire (or perform itself) any and all independent contractors and/or consultants needed to produce a clerically smooth product for the District and for the Consultant's routine correspondence with the District. These clerical services shall be provided at no additional expense to the District and shall be paid from the Consultant's own resources and billings.

15. Submittal of Documents. Consultant shall not commence the Services under this Agreement until Consultant has submitted and District has approved the documents, certificates, and endorsements of insurance required as indicated below:

- X Signed Agreement
- X Workers' Compensation Certification
- X Fingerprinting/Criminal Background Investigation Certification
- x Insurance Certificates and Endorsements
- X W-9 Form
- Other: \_\_\_\_\_

16. The Consultant shall comply with all laws, ordinances, rules and regulations applicable to it or to the Project in the performance of the Services.

17. The Consultant shall cause the removal of any worker from the Project site when directed to do so by the District or any representative thereof. The District and all District projects are "drug-free" and "smoke-free" workplaces and, as such, require that all persons at the Project sites (including the Consultant) be subject to the requirements mandated by California Government Code Sections 8350, et seq. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. The Consultant shall police and oversee any personnel working on the Project site for purposes of enforcing the Act.

18. The Consultant shall not engage in, or permit any employee, agent, independent contractor, consultant or other person that the Consultant may employ or retain to engage in, unlawful discrimination in the employment of any persons and shall not make employment decisions based on race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or gender.

19. All amounts not paid when due under this Agreement by either party shall bear interest at the rate of ten percent (10%) per annum.

20. If either party commences an action against the other party to enforce any of the terms of this Agreement because of the breach by the other party of any of the terms hereof, the prevailing party, in addition to any other relief to which such party may be entitled, shall be entitled to reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. For purposes of this Agreement, the term "attorneys' fees" and "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, Photostatting, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney.
21. The Consultant hereby represents, warrants and covenants that (i) at the time of the execution of this Agreement, the Consultant has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of the Services; and (ii) the Consultant shall not employ in the performance of the Services any person or entity having any such interest.
22. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
23. Time is of the essence in the performance of this Agreement.
24. Each party executing this Agreement represents that the persons executing this Agreement on behalf of such party hold the office and/or position in such legal entity respectively indicated hereinafter for them, and have full right and power and have been legally authorized to act on behalf of such legal entity in executing and entering into this Agreement on behalf of such party. Each individual executing this Agreement on behalf of a party represents that such individual is duly and legally authorized to execute this Agreement on behalf of such party.
25. Any communication, notice or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by telex, telegram or telecopying (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested or by personal service) or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

Consultant:  
Converse Consultants  
717 South Myrtle Ave, Suite  
Monrovia, CA 91016  
Attention: Mr. Siva Sivathanan

District:  
La Cañada Unified School  
District 4490 Cornishon Avenue  
La Cañada, CA 91011  
Attention: Mark Evans, Associate Superintendent of Business & Administrative Services

Any party may change its address for notice by written notice given to the other in the manner provided herein. Any such communication, notice or demand shall be deemed to have been duly given or served on the date personally served, if by personal service, on the date of confirmed dispatch, if by electronic communication, or on the date shown on the return receipt or other evidence of delivery, if mailed.

IN WITNESS THEREOF, the parties Engineer have executed this agreement the day and year first above written.

CONVERSE CONSULTANTS

LA CAÑADA UNIFIED SCHOOL DISTRICT

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

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

Mark Evans  
Associate Superintendent of Business  
& Administrative Services

Board Approved: \_\_\_\_\_



# Converse Consultants

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

February 4, 2021

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

Subject: **PROPOSAL TO PROVIDE GEOTECHNICAL OBSERVATION AND TESTING AND MATERIAL TESTING AND SPECIAL INSPECTION SERVICES**  
**Palm Crest Elementary School Barrier Removal and Site Utility Project**  
5025 Palm Drive, La Canada, California 91011  
La Canada Unified School District  
DSA Application No. 03-120712, DSA File No. 19-51  
Converse Project No. 21-31-117-00 (30/40)(60/80)

Dear Mr. Pierre:

Converse Consultants (Converse) appreciates the opportunity to submit this proposal to describe our recommended scope of services and fees to perform geotechnical observation and testing and material testing and special inspection services for the subject project. This proposal is in response to your request for proposal sent by email on February 1, 2021.

In preparation of this proposal, we have conducted the following:

- Reviewed the drawings and specifications shared with us on February 1, 2021.
- Reviewed the List of Required Structural Tests and Special Inspections form (DSA-103-19) shared with us on February 1, 2021.

## **SITE/PROJECT DISCRPTION**

The project site is located at 5025 Palm Drive in La Canada, Los Angeles County, California. The site is located west of Palm Drive and south of Jessen Drive. The Palm Crest Elementary School Barrier Removal and Site Utility Project is planned to be within the existing Palm Crest Elementary School site in La Canada, California. The project consists of Alterations to Building D, Sitework for Barrier Removal, and Site Utilities. This project starts in April 2021 and completes in August 2021.

## **SCOPE OF SERVICES**

Based on the information presented to Converse, we have prepared the following scope of services:

### **Soils**

- Review soils report, project plans and specifications.
- Review submitted on-site and/or imported materials to determine their suitability as fill materials.
- Inspect bottom of excavations.
- Inspect the excavation and bottom of drilled piers.

- Perform in-place density tests according to ASTM D1556 (sand cone method). Soil 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 backfill of utility trenches and retaining walls and 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, fill placement, roadways, parking areas, walkways, and subgrade.
- Review and provide laboratory testing on soil, backfill materials, aggregate base, etc. Develop compaction curves for materials encountered. Monitor excavation and stockpiling of suitable fill materials from mass excavation, existing aggregate base, and the crushing of existing soils for use as fills.
- Prepare reports summarizing all observations and test results.
- Provide soils testing including but not limited to: Maximum Dry Density, Expansion Index, R-Value, Sand Equivalent, Sieve Analysis, and sampling.

### **Concrete**

- Review concrete mix designs, product mill certificates for compliance.
- Perform batch plant inspection for design compliance.
- Review each batch ticket, inspect concrete placement, and test concrete slump.
- Provide minimum of one test for each type of cement and aggregate for conformance to the working drawings and specifications for mix designs.
- Verify concrete meets the specified strength and in required areas of locations.
- Fabricate and pick-up concrete cylinders.
- Test concrete for compressive strength. Test one cylinder at seven days and two at twenty-eight days; retain one cylinder for possible test at fifty-six days.
- Monitor concrete test results and advise for non-conforming tests.
- Perform anchor pull tests.
- Prepare reports summarizing all observations and test results.

### **Reinforcing Steel**

- Review material identification/mill certification sheets to ensure that steel meets project manual specifications.
- Sample and test reinforcing steel (e.g., bend and tensile tests).
- Inspect welds to meet conformance with project specifications.
- Verify welding procedures, welding operators and welding equipment in accordance with AWS D1.1.
- Inspect welded reinforcing bars according to CBC Section 1929.
- Conduct High Strength Bolting Inspection, test bolts, nuts, and washers per ICBO, CBC and AISC.
- Prepare reports summarizing all observations and test results.

### **Structural Steel**

- Review manufacturers test reports for compliance with requirements specified.
- Verify material identification.
- Inspect high strength bolted connections.
- Test rebar, post tension strands, anchor bolts, and epoxy anchor dowels.
- Inspect field welding.



- Inspect fabrication shop welding.
- Inspect welding in accordance with AWS D1.1. The following shall be performed on each weld:
  - Verify Welding Procedure Specification (WPS) sheet has been provided and has been reviewed with each welder performing the weld. Welds not executed in conformance with the WPS are rejected.
  - Verify fit-up meets tolerances of WPS and mark joint prior to welding.
  - Verify welding consumables per contract documents and WP.
  - Verify welder qualification and identification.
  - Verify amperage and voltage at the arc with handheld meters.
  - Observe preheat and inter-pass temperatures, weld pass sequence and size of weld bead.
- For seismic critical welds, inspect removal of back-up and run-off plates, preparatory grinding, and execution of reinforcing fillet, verify smoothness of beam flange copes at reduced beam sections, and verify weld access holes meet surface requirements of AWS Section 5.15.4.3.
- Perform nondestructive testing including magnetic particle and ultrasonic testing as needed to assist in locating defects and flaws.
- Nondestructive test all complete penetration groove welds larger than 5/16 inches by ultrasonic methods for conformance with the weld quality and standard acceptance of AWS D1.1 for welds subject to tensile strength. Pass sound through entire weld volume from two crossing directions.
- Ultrasonically inspect base metal thicker than 1" for discontinuities behind welds.
- Inspect and test stud welding in accordance with AWS D1.1. Review pre-production testing and qualification. Inspect welding and perform welding verification inspection and testing.
- Inspect and test deck welding in accordance with AWS D1.3. Review pre-production testing and qualification. Inspect welding and perform verification, inspection, and testing.
- Inspect and test welding of shear connector studs in accordance with AWS D1.1. Review pre-production testing and qualification. Inspect welding and perform verification, inspection, and testing.
- Inspect and test field strength bolting and welding as described above.
- Prepare reports summarizing all observations and test results.
- Inspection of application of spray applied fire resistive material (SFRM).
- Testing density of SFRM.

Converse engineers and managers will supervise the Converse team and coordinate field and laboratory services to ensure maintaining a high level of quality assurance.

### **FEE ESTIMATE**

Converse proposes to complete the scope of work outlined above on a time-and-materials basis in accordance with our current Schedule of Fees and General Conditions, copies of which are attached and form a part of this proposal. The estimated cost for Converse to perform the requested testing is **\$20,830.00**. Below is a detailed breakdown of these services:



**Field Inspection and Testing Services**

Task	Unit	Number of Units	Unit Rate (\$)	Cost (\$)
Pick-Up and Delivery	hour	12	\$50.00	\$600.00
Soil/Asphalt Inspector	hour	64	\$130.00	\$8,320.00
Special Inspector / Concrete / ACI and Batch Plant	hour	40	\$130.00	\$5,200.00
Special Inspector / Shop Welding / Field Welding	hour	24	\$130.00	\$3,120.00
<b>Field Services Cost Total</b>				<b>\$17,240.00</b>

**Laboratory Testing Costs**

Test	Unit	Number of Units	Unit Rate (\$)	Cost (\$)
Compression Strength / Concrete Cylinders	test	16	\$40.00	\$640.00
Compaction Curves / Dry density Test D1557	test	2	\$190.00	\$380.00
Rebar Tensile and Bend	test	4	\$100.00	\$400.00
<b>Laboratory Testing Cost Total</b>				<b>\$1,420.00</b>

**Office Support Costs**

Task	Unit	Number of Units	Unit Rate (\$)	Cost (\$)
Office Support (Clerical or Word Processing)	hour	12	\$75.00	\$900.00
Project Manager	hour	4	\$160.00	\$640.00
Principal Professional	hour	3	\$210.00	\$630.00
<b>Office Support Cost Total</b>				<b>\$2,170.00</b>

**Cost Summary**

Type of Service	Cost
Field Inspection and Testing Services	\$17,240.00
Laboratory Testing Costs	\$1,420.00
Office Support Costs	\$2,170.00
<b>TOTAL:</b>	<b>\$20,830.00</b>

Our 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 your 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 is a prevailing wage project for field services as defined by local Labor Code Sections 1770-1780.**

### CLOSURE

Services provided by Converse will be performed in accordance with generally accepted engineering principles and practice in this area of Southern California. We make no other warranty, either expressed or implied.

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.

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 in greater detail. The opportunity to be of service is appreciated.

Sincerely,

### CONVERSE CONSULTANTS



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

Encl: Schedule of Fees, General Conditions  
Dist: 1 to Addressee via Email

SKS/BA:jjl





**CONVERSE CONSULTANTS**  
**Prevailing Wage Schedule of Fees**  
**Personnel**

**Introduction**

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through December 31, 2021.

**Hourly Charges for Personnel**

Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

**Field Technical Services (all including vehicle and equipment)**

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections) .....	\$130
DSA Masonry Inspector .....	130
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer) .....	135
Coring Technician .....	130
Soils Technician (soil, base, asphalt concrete, and moisture emission testing) .....	130
Sample Pick-Up .....	50

**Professional Services (consultation for field and office, if requested)**

Staff Professional .....	\$120
Senior Staff Professional.....	125
Project Professional .....	145
Project Manager.....	160
Senior Professional .....	170
Principal Professional.....	210
Principal Consultant .....	225

**Laboratory Testing**

Laboratory Technician.....	Per Test
(see Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	
Laboratory Supervisor .....	\$85

**Office Support**

Clerical/Word Processing.....	\$75
Drafting.....	80
CAD Operator/Drafting Manager.....	80

Overtime and special shift rates for Field Services personnel are determined in accordance with Prevailing Wage law. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

**Expenses**

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at a rate of fifty-eight cents per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

**Invoices**

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

**General Conditions**

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

# CONVERSE CONSULTANTS

## Schedule of Fees – Geotechnical Laboratory Testing

Compensation for laboratory testing services will be made in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project.

### IDENTIFICATION AND INDEX PROPERTIES TESTS

Visual Classification, ASTM D2488.....	15.00
Engineering Classification, ASTM D2487 .....	20.00
Moisture Content and Dry (bulk) Density, ASTM D2216 and D2937 .....	20.00
Moisture Content, ASTM D2216 .....	15.00
Shrinkage Limit, ASTM D4943.....	85.00
Atterberg Limits, ASTM D4318 Several points .....	150.00
One Point.....	50.00
Particle Size Analysis, ASTM D6913 Fine Sieve, from +#200 to #4.....	100.00
Coarse and Fine Sieve, from #200 to 3 in.....	180.00
Hydrometer .....	120.00
Percent Passing #200 Sieve, ASTM D1140.....	80.00
Specific Gravity Fine, passing #4 sieve, ASTM D854.....	90.00
Coarse, retained on #4 sieve, ASTM C127.....	90.00
Sand Equivalent Test, ASTM D2419.....	110.00
Double Hydrometer Dispersion, ASTM D4221.....	150.00

### COMPACTION AND BEARING STRENGTH

Standard Proctor Compaction, ASTM D698 or ASTM D1557 Method A or B .....	190.00
Method C, 6" mold.....	200.00
California Impact Method, Caltrans 216 .....	200.00
R-value, ASTM D2844 and CTM301.....	250.00
California Bearing Ratio (CBR), ASTM D1883 1 Point.....	530.00
3 Points .....	750.00
Relative Density 0.1 Cubic Foot Mold .....	200.00
0.5 Cubic Foot Mold .....	300.00

### SHEAR STRENGTH

Torvane/Pocket Penetrometer .....	25.00
Direct Shear Quick Test.....	75.00
Consolidated, Drained, granular soil, ASTM D3080 .....	200.00
Consolidated, Drained, fine grained soil, ASTM D3080 .....	250.00
Consolidated, Undrained, fine grained soil.....	200.00
Residual Strength, per cycle .....	60.00
Remolded Specimens .....	60.00

### STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)

Unconfined Compression, ASTM D2166 .....	150.00
Unconsolidated, Undrained, ASTM D2850 .....	160.00
Consolidated, Undrained, per point .....	700.00
Consolidated, Drained, per point .....	700.00
With Pore Pressure Measurement, per load .....	150.00
Remolded Specimen.....	90.00

### CONSOLIDATION (ASTM2435) AND SWELL COLLAPSE (ASTM D4546) TESTS

8 Load Increments .....	220.00
Additional Load Increment .....	50.00
Time-Ratio, per load increment.....	90.00
Single Point, collapse test.....	90.00

### Single Load Swell, ASTM D4546

Ring Sample, Field Moisture.....	90.00
Ring Sample, Air Dried .....	90.00
Remolded Sample.....	60.00
Expansion Index Test, UBC 29-2/ASTM D4829.....	130.00

### HYDRAULIC CONDUCTIVITY TESTS

Constant Head, ASTM D2434.....	250.00
Falling Head Flexible Wall, ASTM D5084 .....	300.00
Triaxial Permeability, EPA 9100.....	350.00
Remolded Specimen .....	60.00

### CHEMICAL TESTS

Corrosivity (pH, resistivity, sulfates, chlorides) .....	220.00
Organic Content, ASTM D2974.....	80.00

**Conditions:** Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request. This fee schedule is valid through December 31, 2021.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A \$5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of \$50.00 will be charged to present and mail test results. Beyond the standard U.S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turnaround for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turnaround to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 2.416-inch inside diameter brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon. Interest of 1.5% per month (but not exceeding the maximum allowed by law) will be payable on any amount not paid within thirty days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. The Client shall pay any attorneys' fees or other costs incurred in collecting any delinquent amounts.

**CONVERSE CONSULTANTS****Schedule of Fees – Materials Laboratory Testing**

Compensation for laboratory testing services will be based on rates in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through December 31, 2021.

**AGGREGATES**

Moisture Content, ASTM D2216 .....	15.00
Particle Size Analysis	
Coarse, ASTM C136, each.....	100.00
Coarse and Fine, ASTM C136 & C137), each.....	180.00
Specific Gravity & Absorption	
Coarse Aggregate, ASTM C127 .....	85.00
Fine Aggregate, ASTM C128 .....	85.00
Unit Weight per Cubic Foot, ASTM C29 .....	75.00
Soundness, Sodium or Magnesium, ASTM C88, each.....	200.00
Potential Alkali Reactivity, ASTM D289 .....	300.00
Freeze Thaw Soundness.....	175.00
Los Angeles Abrasion, per class, ASTM C131, C535.....	220.00
Sand Equivalent, ASTM D2419.....	110.00
Lightweight Particles, ASTM C123, each.....	85.00
Clay Lumps & Friable Particles, ASTM C142, each.....	120.00
Stripping Test, ASTM D1664, each .....	85.00
Organic Impurities, ASTM C40 .....	75.00
Durability .....	By Quote

**CONCRETE TESTS**

Laboratory Trial Batch, ASTM C192 .....	By Quote
Laboratory Mix Design, Historical Data .....	By Quote
Compression Test, 6"x12" Cylinder, ASTM C39, each.....	40.00
Lightweight Concrete	
Compression .....	40.00
Unit Weight.....	40.00
Specimen Preparation, Trimming or Coring, each .....	60.00
Bond Strength, ASTM C321	
Prepared by Converse.....	150.00
Prepared by Others .....	80.00
Core Compression Test, ASTM C12, each.....	80.00
Flexure Test, 6"x6" Beams, ASTM C78, each.....	110.00
Modulus of Elasticity, Static, ASTM C469, each .....	150.00
Length Change, ASTM C157, 3 bars, 5 readings each, up to 26 days.....	320.00
Splitting Tensile, 6"x12" Cylinders, each.....	80.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 miles of office, stand-by extra), ASTM/UBC, hourly rate schedule, or each cylinder.....	95.00
Field Concrete Control (same as above plus air content test), ASTM/UBC, each cylinder.....	95.00
Hold Cylinder.....	10.00
Cylinder Mold, sent to job site but not cast by Converse or returned to Converse.....	5.00

**MASONRY (ASTM C140, E447, UBC STANDARD 24-22)**

Moisture Content, as received, each.....	20.00
Absorption, each.....	50.00
Compression, each.....	55.00
Shrinkage, ASTM C426, each .....	100.00
Net Area and Volume, each.....	25.00
Masonry Blocks, per set of 9.....	450.00
Masonry Core Compression, each.....	55.00
Masonry Core Shear, each.....	55.00
Masonry Core Trimming, each.....	55.00
Compression Test, grouted prisms, 8"x8"x16", each.....	120.00
Compression Test, grouted prisms, 12"x16"x16", each.....	130.00
Compression Test	
2"x4" Mortar Cylinder, each .....	40.00
3"x6" Grout Prisms, each.....	40.00
2" Cubes, ASTM C109, each.....	40.00
Cast by Others.....	40.00
Mortar or Grout Mix Designs.....	By Quote

**FIREPROOFING TESTS**

Oven Dry Density, per sample .....	70.00
------------------------------------	-------

**MOISTURE EMISSION TEST**

Moisture Emission Test Kit.....	70.00
---------------------------------	-------

**ASPHALTIC CONCRETE**

Stability, Flow, and Unit Weight, ASTM D6927 .....	200.00
Marshall ASTM D1559, ASTM D2726.....	200.00
Measured Maximum Specific Gravity of Mix, ASTM D2041, Rice Method, each .....	95.00
Void Analysis of Cores or Marshall Specimens, Calculations Only, ASTM D3203, set of 2 or 3.....	60.00
Laboratory Mixing of Asphalt & Concrete, per sample.....	75.00
Complete Asphalt Concrete Mix Design	
Hveem or Marshall .....	By Quote
Extraction of Asphalt and Gradation, ASTM D2172, Method B, or California 310, including ash correction, each .....	210.00
Extraction of Rubberized Asphalt & Gradation, each.....	250.00
Specific Gravity, ASTM D2726 or ASTM D1188	
Uncoated.....	95.00
Coated.....	105.00
Immersion-Compression .....	400.00
Particle Coating, ASTM D2489 .....	60.00
Stripping, ASTM D1664 .....	70.00
Moisture or Volatile Distillates in Paving Mixtures, or Materials Containing Petroleum Products or By-Products.....	220.00
Retained Strength, ASTM D1074/D1075, 6 specimens.....	By Quote
Retained Stability, Mil, Std, 520A, Method 104, 6 specimens .....	By Quote
CBR, ASTM D1883, including M/D Curve, 1 point .....	350.00
Asphalt Temperature.....	15.00

**STRUCTURAL STEEL**

Tensile Test #9 Bar or Smaller, each .....	60.00
Bend Test #9 Bar or Smaller, each .....	60.00
Tensile Test #10 Bar or Greater, each .....	280.00
Tensile Test #14 Bar, each .....	310.00
Rebar Coupler Tensile Test .....	100.00
Tensile Test, Welded #9 Bar or Smaller, each .....	100.00
Tensile Test, Welded #10 Bar or Greater, each .....	280.00
Tensile Test, Welded #14 Bar, each .....	310.00
Tensile Test, Mechanically Spliced, #9 Bar or Smaller, each .....	180.00
Tensile Test, Mechanically Spliced, #10 Bar or Greater, each .....	350.00

**HIGH STRENGTH BOLT, NUT, AND WASHER TESTING**

Wedge Tensile Test, A490 Bolts	
Under 100,000 lbs., each .....	65.00
Over 100,000 lbs., each .....	75.00
Wedge Tensile Test, A325 Bolts	
Under 100,000 lbs., each .....	70.00
Tensile Test, Anchor Bolts, tested with displacement transducers, each.....	300.00
Nut Hardness, Proof & Cone Proof Load Test, each .....	50.00
Washer Hardness, each.....	40.00
A325 or A490, Bolt Hardness Only, each.....	40.00
Bolt A325 or A490 Wedge Tensile	
Under 100,000 lbs. & Hardness, each .....	90.00
Over 100,000 lbs. & Hardness, each.....	100.00
Bolt, Nut & Washer, all tests per set with bolts	
Under 100,000 lbs. ....	300.00
Over 100,000 lbs. ....	380.00

See *Schedule of Fees – Geotechnical Laboratory Testing* for soil testing. Hourly rates are available upon request. Field Laboratory rates are available upon request. Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

# CONVERSE CONSULTANTS

## General Conditions –

### Right of Entry

Client warrants to Converse that it has full legal right to authorize Converse's entry upon the real property where Converse's services are to be performed ("Site" herein) and upon all property, if any, required for ingress and egress to the Site.

Client authorizes Converse to enter upon the Site and such adjoining property as is necessary to allow Converse to perform its services.

Converse will take reasonable precautions to minimize any damage to the Site; however, Client acknowledges that during the normal course of the performance of Converse's services, some damage to the Site may occur. The correction of any damage to the Site (surface or subterranean) shall be the obligation of the Client.

### Information Supplied by Client

Client warrants the accuracy of any information supplied by it to Converse, acknowledges that Converse will not verify the accuracy of such information, and agrees that Converse is entitled to rely upon any such information.

Client shall immediately notify Converse in writing of any data, information or knowledge in the possession of or known to Client relating to conditions existing at the Site and shall provide Converse with the location, size and depth of any and all underground tanks, piping or structures existing upon the Site.

Client shall defend, indemnify and save harmless Converse, its officers, agents and employees from and against any and all claims, costs, suits and damages, including attorneys' fees, arising out of errors, omissions and inaccuracies in documents and information provided to Converse by Client.

### Ownership of Data and Documents; Samples

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Converse shall remain the sole property of Converse.

Client shall have the right to the use of all data, recommendations, proposals, reports, design criteria and similar information provided to it by Converse ("information" herein), provided, however, that the information shall not be used or relied upon by any party other than Client, save and except as may be required by the design and licensing requirements of the project for which the information is provided; further, such use shall be limited to the particular site and project for which the information is provided. To the extent Client utilizes Converse's information by providing or making the same available to any third party (a) Client agrees to give written notice to any such third party that it may not utilize or rely on any aspect of Converse's information and (b) Client agrees to defend, indemnify and hold Converse harmless against any and all claims, demands, costs, losses, damages and expenses, including attorneys fees, that may be asserted against or sought from Converse by any such third party.

Client's right to the use of the information is expressly conditioned upon Client's prompt payment to Converse of all sums due under the Client/Converse agreement. In the event of Client's nonpayment or partial payment of said amounts, Client agrees that it shall not use any of the information for any purpose whatsoever and shall return the same to Converse within 2 business days upon demand.

Converse will retain all samples of soil, rock or other materials obtained in the course of performing its services for a period of thirty (30) days. Thereafter, further storage or transfer of samples to Client may be made at Client's expense upon written request from Client to Converse received by Converse prior to the expiration of the 30-day period.

Converse shall retain permanent records relating to the Converse services for a period of five (5) years following submittal of Converse's report, during which period the records will be made available to Client upon reasonable notice given by Client and upon payment to Converse of an amount sufficient to reimburse Converse for its necessary and reasonable expenses in making said records available.

### Standard of Care and Professional Responsibility

Client acknowledges that the services to be performed by Converse involve the use of tests, calculations, analyses and procedures which are in a constant state of development, improvement and refinement and that, as such, improvements, changes in methods, and modifications of procedures have been made in the past, are now being made, and are expected to continue to be made in the future.

Further, Client recognizes that, while necessary for investigations, commonly used exploration methods, such as drilling borings or excavating trenches, involve an inherent risk. For example, exploration on a site containing contaminated materials may result in inducing cross-contamination, the prevention of which may not be complete using presently recognized sealing methods.

Client recognizes that the state of practice, including but not limited to the practice relating to contamination or hazardous waste conditions, is changing and evolving and that standards existing at the present time may subsequently change as knowledge increases and the state of the practice continues to improve.

Client recognizes that projects containing contaminated materials may not perform as anticipated by Client, even though Converse's services are performed in accordance with the level of care and skill required of it. Further, certain governmental regulations relating to hazardous waste sites may purport to require achievement of results which cannot be

accomplished in an absolute sense. It is recognized that a satisfactorily designed, constructed and maintained monitoring system may assist in the early detection of environmental changes allowing for early correction of problems. Unless it is specifically included in the scope of services to be performed by Converse, Client understands that Converse shall not perform such monitoring.

The services to be provided by Converse pursuant to the agreement to which these General Conditions are a part shall be provided in accordance with generally accepted professional engineering, environmental, and geologic practice in the area where these services are to be rendered and at the time that services are rendered. Client acknowledges that the present standard in the engineering and environmental professions does not include, and Converse does not extend to Client, a guarantee of perfection of the work contemplated hereby; further, that even in the exercise of normal and reasonable care, errors or omissions may from time to time occur. Except as expressly set forth in these General Conditions, no other warranty, express or implied, is extended by Converse.

Converse shall have no duty to supervise, coordinate or otherwise be involved in the performance of services or work by any third-party consultant, contractor or subcontractor.

Where Converse's services involve field observation of grading, filling and compaction (or any of them), it is agreed:

- a. That Converse shall in no way be responsible for the manner in which such work is performed by any third party.
- b. That in the event Converse is to provide periodic observation, Client acknowledges that Converse cannot be responsible for any work performed at a time or times when Converse was not performing its observation services. Converse will not provide an opinion concerning the performance of any third party, save and except to the extent that said work was in fact observed and tested by Converse during the course of construction.
- c. That where Converse's services include continuous observation, Client agrees not to allow grading, filling or compaction to be performed at any time or times when Converse is not physically present upon the Site and shall restrict the amount and extent of such grading, filling and compaction to that which can be properly observed by Converse personnel present on the Site.
- d. That in the event Converse is to conduct test borings for Client, Client acknowledges that the accuracy of said test borings relates only to the specific location in which the boring itself was performed and that the nature of many sites is such that differing subsurface soil characteristics can be experienced within a small distance. As such, Client acknowledges that greater accuracy is obtained when the number of test borings is increased.

### Technical Limitations

Client acknowledges and agrees that: (1) it is unreasonable to expect Converse to be able to completely evaluate subsurface conditions, even after the most comprehensive exploratory program; (2) site conditions change frequently due to the passage of time, human activities, and climatic conditions and uncertainties are therefore inherent in the nature of Converse's services and impossible to avoid; (3) the identification of geotechnical and environmental conditions and the prediction of future or concealed conditions is an inexact scientific endeavor; (4) the state of the art of geotechnical and environmental practice is such that Converse cannot guarantee that its recommendations will prove adequate on this project and the Client assumes the risk of any such failure, except as otherwise provided in these General Conditions and that (5) these General Conditions contains specific LIMITATIONS OF LIABILITY.

### Indemnity of Client and Limitation of Liability

Converse shall indemnify Client, its officers, directors, agents or employees from any claim, demand or liability arising from personal injury or property loss or damage caused by the sole negligence or willful misconduct of Converse.

Anything to the contrary in the agreement to which these General Conditions are attached or in these General Conditions notwithstanding, Converse's liability shall be limited to the lesser of the fees charged to Client by Converse for the services performed for Client, or the sum of fifty thousand dollars. Client may, at its option, increase the maximum amount for which Converse shall be liable by payment of an additional fee. For the maximum liability sum of one hundred thousand dollars, the additional amount to be paid shall be four percent of the total Converse fee charged hereunder; for the maximum liability sum of one million dollars, the additional amount to be paid shall be five percent of the total Converse fees charged hereunder. Client acknowledges and agrees that its recovery, if any, shall be satisfied, in the first instance, from the proceeds of Converse's insurance, and to the extent of any deficiency in the available insurance proceeds, then and only then, by Converse.

Client acknowledges that Converse has agreed to charge Client a reduced fee for services in exchange for the above limitation of liability and that said reduction in fees is consideration for said limitation.

Client shall defend and save harmless Converse, its officers, directors, agents and employees from all liability, claims and demands, including expenses of suit and reasonable attorneys' fees arising from personal injuries, including disease and death, property loss or damage, injury to others (including personnel of Client, Converse or

**NOT APPLICABLE**

subcontractors performing work hereunder), and air or ground pollution or environmental impairment arising out of or in any manner connected with or related to the performance of Converse's services, except where there is a judicial determination that such injury, loss or damage shall have been caused by the sole negligence or willful misconduct of Converse. Client acknowledges that Converse has charged Client a reduced fee for services to be performed by it in exchange for this hold harmless and that the reduction in fees is consideration for said hold harmless provision.

Converse will not be liable for consequential damages of any kind, nature or description.

### **Hazardous Waste, Pollution and Health Hazard Projects ("Hazardous Projects" Herein)**

Prior to the commencement of services by Converse on any hazardous project, Client agrees to advise Converse in writing of any known hazardous waste or materials existing on or near the Site or if any of said services are to be performed in an area where dust, fumes, gas, noise, vibrations or other particulate or nonparticulate matter is in the atmosphere where it raises a potential or possible health hazard or nuisance to anyone working within the area.

Anything in these General Conditions notwithstanding, Client shall indemnify and hold Converse, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any party, whomsoever, including employees of Converse which claim, demand or action is based upon injury or damage caused or alleged to have been caused by hazardous wastes or hazardous materials whether or not such waste or materials were known to exist prior to the commencement of services.

Client agrees to be responsible for the removal and disposal of any hazardous waste uncovered as a result of the site investigation, including drill cuttings, unless specifically included within the scope of work

It is agreed that the discovery of unanticipated hazardous materials constitutes a changed condition mandating an immediate renegotiation of the scope of services or termination of services. Converse will at all times endeavor to perform in a faithful and trustworthy manner. Client understands that Client or Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency. Client also understands that Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency, and that Converse, when practical, will do so only after notifying Client. In the event Converse discovers hazardous material that we believe poses an immediate threat to public health and safety, Converse will use its best judgment to notify appropriate emergency personnel for immediate containment. Client agrees to take no action of any kind against Converse when Converse makes a good-faith effort to fulfill its obligations.

### **Client's Responsibilities**

Client shall immediately provide Converse with full information in writing as to Client's requirements for the services to be provided by Converse and shall designate in writing within five (5) days of the effective date of the agreement to which these General Conditions are a part, a representative to act on Client's behalf in conjunction with the services to be provided hereunder. Client shall promptly review all documents, reports, data and recommendations submitted by Converse and shall communicate with Converse concerning such reviews for the purpose of avoiding delay in the performance of the services to be rendered by Converse.

Client shall notify any third party who may perform on the Site of the standard of care being undertaken by Converse pursuant hereto and of the limitations of liability contained herein. Client shall require as a condition to the performance of any such third party a like indemnity and limitation of liability on their part against Converse.

### **Confidentiality**

Converse shall hold all information provided to it by Client and the results of the work performed by it confidential and shall not disclose the same to any third party except where required by Governmental regulatory agencies or as otherwise required by law.

### **Disputes**

Converse shall have the right to bring a legal action in a state or federal court against Client for any sums due or alleged to be due to it or for services rendered. Except for this right, Converse and Client agree that as an express condition to the right of either party to bring a legal action against the other, they shall first submit any dispute to mediation by a neutral person acceptable to both parties.

Each party shall bear its own attorneys' fees, costs and other expenses, except that each party shall be responsible and pay for one-half of the costs and expenses of the mediator. In the event that legal action is required, the prevailing party shall be entitled to recover all of its costs incurred in connection therewith including, without limitation, staff time, court costs, attorneys' fees, consultant and expert witness fees and any other related expenses. In this regard, in order to make the prevailing party whole, the parties acknowledge and agree that the prevailing party shall be entitled to recover all of its costs incurred in connection with the legal action and shall not be limited to "reasonable attorneys fees" as defined in any statute or rule of court.

The obligations, responsibilities, warranties and liabilities of the parties shall be solely those expressly set forth herein. Remedies and limitations of liability shall apply regardless of whether an action is brought in contract, or is based on either party's negligence, or another theory of law. All of the rights, remedies, obligations, terms, conditions and limitations of liability stated herein shall extend collectively to and be binding upon the parties' partners, joint ventures, licensors, successors, assigns, insurers, and affiliates. Client and Converse agree that any legal action with respect to the services to be performed under these General Conditions shall be brought against the parties, and not against individual officers,

employees or former employees of the parties. All legal actions by either party against the other for breach of these General Conditions or for the failure to perform in accordance with the applicable standard of care, however framed, that are essentially based upon such breach or failure shall be barred two (2) years from the time claimant knew or should have known of its right to make a claim, but, in any event, not later than four (4) years from substantial completion of Converse's services.

### **Jobsite Safety**

Converse shall be responsible for its activity and that of its employees on the Site. This shall not be construed to relieve the Client, its general contractor or any subcontractor of their obligation to maintain a safe jobsite.

Neither the professional activities nor the presence of Converse or its employees and subcontractors shall be understood to control the operations of others, nor shall it be construed to be an acceptance of the responsibility for jobsite safety.

Converse will not direct, supervise or lay out the work of the Client, contractor, or any subcontractors. Converse's services will not include a review or evaluation of the adequacy of the contractor's safety measures on or near the Site.

### **Schedules**

Unless otherwise specified in the agreement, Converse shall be obligated to perform within a reasonable period of time. Converse shall not be responsible for delays in the completion of its services created by reason of any unforeseeable cause or causes beyond the control and/or without the fault or negligence of Converse, including but not restricted to acts of God or the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts of other contractors with Client, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

Should completion of any portion of the services to be rendered by Converse be delayed beyond the estimated date of completion for any reason which is beyond the control of or without default or negligence of Converse, then and in that event Client and Converse shall mutually agree on the terms and conditions upon which the services may be continued or terminated.

### **Invoices**

Converse shall submit monthly progress invoices to Client, and a final bill shall be submitted upon completion of the services. Within thirty (30) days after receipt of an invoice, Client shall pay the full amount of the invoice. If Client objects to all or any portion of any invoice, Client shall so notify Converse of the same within fifteen (15) days from the date of receipt of said invoice and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice.

If Client fails to make payment within thirty (30) days after receipt of an invoice, then Client shall pay an additional monthly service charge of one and one-half percent (1½ %) on all such amounts outstanding. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event Client fails to pay any undisputed amount to Converse when due, Converse may immediately cease work until said payment together with a service charge at the rate of 1½ % per month, as specified above, from the due date has been received. Further, Converse may, at its sole option and discretion, refuse to perform any further work irrespective of payment from Client.

In the event that all or any portion of the 1½ % service charge provided for herein is deemed to be an interest charge, then and in that event said interest charge shall be limited to the maximum amount legally allowed by law.

Client acknowledges Converse's fee schedules are revised annually and agrees that the fee schedule in effect at the time the services are performed shall apply to such services.

### **Insurance**

Converse represents that it now carries, and will continue to carry during the term of the contract to which these General Conditions are a part, Workers Compensation insurance and that, if requested, Converse shall provide to Client certificates as evidence of the aforementioned insurance.

### **Assignments**

Client shall not assign this contract or any portion thereof to any other person or entity without the express written consent of Converse. Nothing contained in this contract or any part thereof shall be construed to create a right in any third party whomsoever, and nothing herein shall inure to the benefit of any third party.

### **Severability**

If any provision of these General Conditions is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision will be renegotiated so as to give effect to the intent of the parties to the maximum possible extent. Such determination and renegotiation shall not affect or invalidate the remaining provisions or these General Conditions.

### **Governing Law**

These General Conditions shall be governed by and construed under the laws of the State of California.

**NOT APPLICABLE**



# Converse Consultants

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

February 4, 2021

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

Subject: **PROPOSAL TO PROVIDE MATERIAL TESTING AND SPECIAL INSPECTION SERVICES**  
**Palm Crest Elementary School Interim Housing Project**  
5025 Palm Drive, La Canada, California 91011  
La Canada Unified School District  
DSA Application No. 03-120847, DSA File No. 19-51  
Converse Project No. 21-31-118-00 (60/80)

Dear Mr. Pierre:

Converse Consultants (Converse) appreciates the opportunity to submit this proposal to describe our recommended scope of services and fees to perform material testing and special inspection services for the subject project. This proposal is in response to your request for proposal sent by email on February 1, 2021.

In preparation of this proposal, we have conducted the following:

- Reviewed the drawings and specifications shared with us on February 1, 2021.
- Reviewed the List of Required Structural Tests and Special Inspections form (DSA-103-19) shared with us on February 1, 2021.

## **SITE/PROJECT DISCRPTION**

The project site is located at 5025 Palm Drive in La Canada, Los Angeles County, California. The site is located west of Palm Drive and south of Jessen Drive. The Palm Crest Elementary School Interim Housing Project is planned to be within the existing Palm Crest Elementary School site in La Canada, California. The project consists of construction of 12 metal ramps, relocation of 12 relocatable buildings, and associated sitework. This project starts in June 2021 and completes in August 2021.

## **SCOPE OF SERVICES**

Based on the information presented to Converse, we have prepared the following scope of services:

### **Concrete**

- Review concrete mix designs, product mill certificates for compliance.
- Perform batch plant inspection for design compliance.
- Review each batch ticket, inspect concrete placement, and test concrete slump.
- Provide minimum of one test for each type of cement and aggregate for conformance to the working drawings and specifications for mix designs.
- Verify concrete meets the specified strength and in required areas of locations.

- Fabricate and pick-up concrete cylinders.
- Test concrete for compressive strength. Test one cylinder at seven days and two at twenty-eight days; retain one cylinder for possible test at fifty-six days.
- Monitor concrete test results and advise for non-conforming tests.
- Perform anchor pull tests.
- Prepare reports summarizing all observations and test results.

### **Structural Steel**

- Review manufacturers test reports for compliance with requirements specified.
- Verify material identification.
- Inspect high strength bolted connections.
- Test rebar, post tension strands, anchor bolts, and epoxy anchor dowels.
- Inspect field welding.
- Inspect fabrication shop welding.
- Inspect welding in accordance with AWS D1.1. The following shall be performed on each weld:
  - Verify Welding Procedure Specification (WPS) sheet has been provided and has been reviewed with each welder performing the weld. Welds not executed in conformance with the WPS are rejected.
  - Verify fit-up meets tolerances of WPS and mark joint prior to welding.
  - Verify welding consumables per contract documents and WP.
  - Verify welder qualification and identification.
  - Verify amperage and voltage at the arc with handheld meters.
  - Observe preheat and inter-pass temperatures, weld pass sequence and size of weld bead.
- For seismic critical welds, inspect removal of back-up and run-off plates, preparatory grinding, and execution of reinforcing fillet, verify smoothness of beam flange copes at reduced beam sections, and verify weld access holes meet surface requirements of AWS Section 5.15.4.3.
- Perform nondestructive testing including magnetic particle and ultrasonic testing as needed to assist in locating defects and flaws.
- Nondestructive test all complete penetration groove welds larger than 5/16 inches by ultrasonic methods for conformance with the weld quality and standard acceptance of AWS D1.1 for welds subject to tensile strength. Pass sound through entire weld volume from two crossing directions.
- Ultrasonically inspect base metal thicker than 1" for discontinuities behind welds.
- Inspect and test stud welding in accordance with AWS D1.1. Review pre-production testing and qualification. Inspect welding and perform welding verification inspection and testing.
- Inspect and test deck welding in accordance with AWS D1.3. Review pre-production testing and qualification. Inspect welding and perform verification, inspection, and testing.
- Inspect and test welding of shear connector studs in accordance with AWS D1.1. Review pre-production testing and qualification. Inspect welding and perform verification, inspection, and testing.
- Inspect and test field strength bolting and welding as described above.
- Prepare reports summarizing all observations and test results.
- Inspection of application of spray applied fire resistive material (SFRM).
- Testing density of SFRM.



Converse engineers and managers will supervise the Converse team and coordinate field and laboratory services to ensure maintaining a high level of quality assurance.

### FEE ESTIMATE

Converse proposes to complete the scope of work outlined above on a time-and-materials basis in accordance with our current Schedule of Fees and General Conditions, copies of which are attached and form a part of this proposal. The estimated cost for Converse to perform the requested testing is **\$11,530.00**. Below is a detailed breakdown of these services:

#### Field Inspection and Testing Services

Task	Unit	Number of Units	Unit Rate (\$)	Cost (\$)
Special Inspector/ Welding/ Concrete	hour	72	\$130.00	\$9,360.00
<b>Field Services Cost Total</b>				<b>\$9,360.00</b>

#### Office Support Costs

Task	Unit	Number of Units	Unit Rate (\$)	Cost (\$)
Office Support	hour	12	\$75.00	\$900.00
Project Manager	hour	4	\$160.00	\$640.00
Principal Professional	hour	3	\$210.00	\$630.00
<b>Office Support Cost Total</b>				<b>\$2,170.00</b>

#### Cost Summary

Type of Service	Cost
Field Inspection and Testing Services	\$9,360.00
Office Support Costs	\$2,170.00
<b>TOTAL:</b>	<b>\$11,530.00</b>

Our 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 your 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 is a prevailing wage project for field services as defined by local Labor Code Sections 1770-1780.**

### CLOSURE

Services provided by Converse will be performed in accordance with generally accepted engineering principles and practice in this area of Southern California. We make no other warranty, either expressed or implied.

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.

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 in greater detail. The opportunity to be of service is appreciated.

Sincerely,

### CONVERSE CONSULTANTS



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

Encl: Fee Schedules, General Conditions  
Dist: 1 to Addressee via Email

SKS/BA:jjl



**PROPOSAL TO PROVIDE MATERIAL TESTING AND SPECIAL INSPECTION SERVICES**

**Palm Crest Elementary School Interim Housing Project**

5025 Palm Drive, La Canada, California 91011  
La Canada Unified School District  
DSA Application No. 03-120847, DSA File No. 19-51  
Converse Project No. 21-31-118-00 (60/80)

**ACCEPTANCE OF AGREEMENT AND AUTHORIZATION TO PROCEED**

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

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

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

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

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

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

*P.O. No./Billing Instructions<sup>2,3</sup>:* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 1 Invoices will 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.
- 3 This proposal is submitted with the understanding by both parties that this is a prevailing wage project for field services as defined by local Labor Code Sections 1770-1780.

**CONVERSE CONSULTANTS**  
**Prevailing Wage Schedule of Fees**  
**Personnel**

**Introduction**

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through December 31, 2021.

**Hourly Charges for Personnel**

Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

**Field Technical Services (all including vehicle and equipment)**

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections) .....	\$130
DSA Masonry Inspector .....	130
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer) .....	135
Coring Technician .....	130
Soils Technician (soil, base, asphalt concrete, and moisture emission testing) .....	130
Sample Pick-Up .....	50

**Professional Services (consultation for field and office, if requested)**

Staff Professional .....	\$120
Senior Staff Professional.....	125
Project Professional .....	145
Project Manager.....	160
Senior Professional .....	170
Principal Professional.....	210
Principal Consultant .....	225

**Laboratory Testing**

Laboratory Technician.....	Per Test
(see Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	
Laboratory Supervisor .....	\$85

**Office Support**

Clerical/Word Processing.....	\$75
Drafting.....	80
CAD Operator/Drafting Manager.....	80

Overtime and special shift rates for Field Services personnel are determined in accordance with Prevailing Wage law. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

**Expenses**

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at a rate of fifty-eight cents per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

**Invoices**

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

**General Conditions**

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

**CONVERSE CONSULTANTS****Schedule of Fees – Materials Laboratory Testing**

Compensation for laboratory testing services will be based on rates in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through December 31, 2021.

**AGGREGATES**

Moisture Content, ASTM D2216 .....	15.00
Particle Size Analysis	
Coarse, ASTM C136, each.....	100.00
Coarse and Fine, ASTM C136 & C137), each.....	180.00
Specific Gravity & Absorption	
Coarse Aggregate, ASTM C127 .....	85.00
Fine Aggregate, ASTM C128 .....	85.00
Unit Weight per Cubic Foot, ASTM C29 .....	75.00
Soundness, Sodium or Magnesium, ASTM C88, each.....	200.00
Potential Alkali Reactivity, ASTM D289 .....	300.00
Freeze Thaw Soundness.....	175.00
Los Angeles Abrasion, per class, ASTM C131, C535.....	220.00
Sand Equivalent, ASTM D2419.....	110.00
Lightweight Particles, ASTM C123, each.....	85.00
Clay Lumps & Friable Particles, ASTM C142, each.....	120.00
Stripping Test, ASTM D1664, each .....	85.00
Organic Impurities, ASTM C40 .....	75.00
Durability .....	By Quote

**CONCRETE TESTS**

Laboratory Trial Batch, ASTM C192 .....	By Quote
Laboratory Mix Design, Historical Data .....	By Quote
Compression Test, 6"x12" Cylinder, ASTM C39, each.....	40.00
Lightweight Concrete	
Compression .....	40.00
Unit Weight.....	40.00
Specimen Preparation, Trimming or Coring, each .....	60.00
Bond Strength, ASTM C321	
Prepared by Converse.....	150.00
Prepared by Others .....	80.00
Core Compression Test, ASTM C12, each.....	80.00
Flexure Test, 6"x6" Beams, ASTM C78, each.....	110.00
Modulus of Elasticity, Static, ASTM C469, each .....	150.00
Length Change, ASTM C157, 3 bars, 5 readings each, up to 26 days.....	320.00
Splitting Tensile, 6"x12" Cylinders, each.....	80.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 miles of office, stand-by extra), ASTM/UBC, hourly rate schedule, or each cylinder.....	95.00
Field Concrete Control (same as above plus air content test), ASTM/UBC, each cylinder.....	95.00
Hold Cylinder.....	10.00
Cylinder Mold, sent to job site but not cast by Converse or returned to Converse.....	5.00

**MASONRY (ASTM C140, E447, UBC STANDARD 24-22)**

Moisture Content, as received, each.....	20.00
Absorption, each.....	50.00
Compression, each.....	55.00
Shrinkage, ASTM C426, each .....	100.00
Net Area and Volume, each.....	25.00
Masonry Blocks, per set of 9.....	450.00
Masonry Core Compression, each.....	55.00
Masonry Core Shear, each.....	55.00
Masonry Core Trimming, each.....	55.00
Compression Test, grouted prisms, 8"x8"x16", each.....	120.00
Compression Test, grouted prisms, 12"x16"x16", each.....	130.00
Compression Test	
2"x4" Mortar Cylinder, each .....	40.00
3"x6" Grout Prisms, each.....	40.00
2" Cubes, ASTM C109, each.....	40.00
Cast by Others.....	40.00
Mortar or Grout Mix Designs.....	By Quote

**FIREPROOFING TESTS**

Oven Dry Density, per sample .....	70.00
------------------------------------	-------

**MOISTURE EMISSION TEST**

Moisture Emission Test Kit.....	70.00
---------------------------------	-------

**ASPHALTIC CONCRETE**

Stability, Flow, and Unit Weight, ASTM D6927 .....	200.00
Marshall ASTM D1559, ASTM D2726.....	200.00
Measured Maximum Specific Gravity of Mix, ASTM D2041, Rice Method, each .....	95.00
Void Analysis of Cores or Marshall Specimens, Calculations Only, ASTM D3203, set of 2 or 3.....	60.00
Laboratory Mixing of Asphalt & Concrete, per sample.....	75.00
Complete Asphalt Concrete Mix Design	
Hveem or Marshall .....	By Quote
Extraction of Asphalt and Gradation, ASTM D2172, Method B, or California 310, including ash correction, each .....	210.00
Extraction of Rubberized Asphalt & Gradation, each.....	250.00
Specific Gravity, ASTM D2726 or ASTM D1188	
Uncoated.....	95.00
Coated.....	105.00
Immersion-Compression .....	400.00
Particle Coating, ASTM D2489 .....	60.00
Stripping, ASTM D1664 .....	70.00
Moisture or Volatile Distillates in Paving Mixtures, or Materials Containing Petroleum Products or By-Products.....	220.00
Retained Strength, ASTM D1074/D1075, 6 specimens.....	By Quote
Retained Stability, Mil, Std, 520A, Method 104, 6 specimens .....	By Quote
CBR, ASTM D1883, including M/D Curve, 1 point .....	350.00
Asphalt Temperature.....	15.00

**STRUCTURAL STEEL**

Tensile Test #9 Bar or Smaller, each .....	60.00
Bend Test #9 Bar or Smaller, each .....	60.00
Tensile Test #10 Bar or Greater, each .....	280.00
Tensile Test #14 Bar, each .....	310.00
Rebar Coupler Tensile Test .....	100.00
Tensile Test, Welded #9 Bar or Smaller, each .....	100.00
Tensile Test, Welded #10 Bar or Greater, each .....	280.00
Tensile Test, Welded #14 Bar, each .....	310.00
Tensile Test, Mechanically Spliced, #9 Bar or Smaller, each .....	180.00
Tensile Test, Mechanically Spliced, #10 Bar or Greater, each .....	350.00

**HIGH STRENGTH BOLT, NUT, AND WASHER TESTING**

Wedge Tensile Test, A490 Bolts	
Under 100,000 lbs., each .....	65.00
Over 100,000 lbs., each .....	75.00
Wedge Tensile Test, A325 Bolts	
Under 100,000 lbs., each .....	70.00
Tensile Test, Anchor Bolts, tested with displacement transducers, each.....	300.00
Nut Hardness, Proof & Cone Proof Load Test, each .....	50.00
Washer Hardness, each.....	40.00
A325 or A490, Bolt Hardness Only, each.....	40.00
Bolt A325 or A490 Wedge Tensile	
Under 100,000 lbs. & Hardness, each .....	90.00
Over 100,000 lbs. & Hardness, each.....	100.00
Bolt, Nut & Washer, all tests per set with bolts	
Under 100,000 lbs. ....	300.00
Over 100,000 lbs. ....	380.00

See *Schedule of Fees – Geotechnical Laboratory Testing* for soil testing. Hourly rates are available upon request. Field Laboratory rates are available upon request. Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

# CONVERSE CONSULTANTS

## General Conditions –

### Right of Entry

Client warrants to Converse that it has full legal right to authorize Converse's entry upon the real property where Converse's services are to be performed ("Site" herein) and upon all property, if any, required for ingress and egress to the Site.

Client authorizes Converse to enter upon the Site and such adjoining property as is necessary to allow Converse to perform its services.

Converse will take reasonable precautions to minimize any damage to the Site; however, Client acknowledges that during the normal course of the performance of Converse's services, some damage to the Site may occur. The correction of any damage to the Site (surface or subterranean) shall be the obligation of the Client.

### Information Supplied by Client

Client warrants the accuracy of any information supplied by it to Converse, acknowledges that Converse will not verify the accuracy of such information, and agrees that Converse is entitled to rely upon any such information.

Client shall immediately notify Converse in writing of any data, information or knowledge in the possession of or known to Client relating to conditions existing at the Site and shall provide Converse with the location, size and depth of any and all underground tanks, piping or structures existing upon the Site.

Client shall defend, indemnify and save harmless Converse, its officers, agents and employees from and against any and all claims, costs, suits and damages, including attorneys' fees, arising out of errors, omissions and inaccuracies in documents and information provided to Converse by Client.

### Ownership of Data and Documents; Samples

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Converse shall remain the sole property of Converse.

Client shall have the right to the use of all data, recommendations, proposals, reports, design criteria and similar information provided to it by Converse ("information" herein); provided, however, that the information shall not be used or relied upon by any party other than Client, save and except as may be required by the design and licensing requirements of the project for which the information is provided; further, such use shall be limited to the particular site and project for which the information is provided. To the extent Client utilizes Converse's information by providing or making the same available to any third party (a) Client agrees to give written notice to any such third party that it may not utilize or rely on any aspect of Converse's information and (b) Client agrees to defend, indemnify and hold Converse harmless against any and all claims, demands, costs, losses, damages and expenses, including attorneys fees, that may be asserted against or sought from Converse by any such third party.

Client's right to the use of the information is expressly conditioned upon Client's prompt payment to Converse of all sums due under the Client/Converse agreement. In the event of Client's nonpayment or partial payment of said amounts, Client agrees that it shall not use any of the information for any purpose whatsoever and shall return the same to Converse within 2 business days upon demand.

Converse will retain all samples of soil, rock or other materials obtained in the course of performing its services for a period of thirty (30) days. Thereafter, further storage or transfer of samples to Client may be made at Client's expense upon written request from Client to Converse received by Converse prior to the expiration of the 30-day period.

Converse shall retain permanent records relating to the Converse services for a period of five (5) years following submittal of Converse's report, during which period the records will be made available to Client upon reasonable notice given by Client and upon payment to Converse of an amount sufficient to reimburse Converse for its necessary and reasonable expenses in making said records available.

### Standard of Care and Professional Responsibility

Client acknowledges that the services to be performed by Converse involve the use of tests, calculations, analyses and procedures which are in a constant state of development, improvement and refinement and that, as such, improvements, changes in methods, and modifications of procedures have been made in the past, are now being made, and are expected to continue to be made in the future.

Further, Client recognizes that, while necessary for investigations, commonly used exploration methods, such as drilling borings or excavating trenches, involve an inherent risk. For example, exploration on a site containing contaminated materials may result in inducing cross-contamination, the prevention of which may not be complete using presently recognized sealing methods.

Client recognizes that the state of practice, including but not limited to the practice relating to contamination or hazardous waste conditions, is changing and evolving and that standards existing at the present time may subsequently change as knowledge increases and the state of the practice continues to improve.

Client recognizes that projects containing contaminated materials may not perform as anticipated by Client, even though Converse's services are performed in accordance with the level of care and skill required of it. Further, certain governmental regulations relating to hazardous waste sites may purport to require achievement of results which cannot be

accomplished in an absolute sense. It is recognized that a satisfactorily designed, constructed and maintained monitoring system may assist in the early detection of environmental changes allowing for early correction of problems. Unless it is specifically included in the scope of services to be performed by Converse, Client understands that Converse shall not perform such monitoring.

The services to be provided by Converse pursuant to the agreement to which these General Conditions are a part shall be provided in accordance with generally accepted professional engineering, environmental, and geologic practice in the area where these services are to be rendered and at the time that services are rendered. Client acknowledges that the present standard in the engineering and environmental professions does not include, and Converse does not extend to Client, a guarantee of perfection of the work contemplated hereby; further, that even in the exercise of normal and reasonable care, errors or omissions may from time to time occur. Except as expressly set forth in these General Conditions, no other warranty, express or implied, is extended by Converse.

Converse shall have no duty to supervise, coordinate or otherwise be involved in the performance of services or work by any third-party consultant, contractor or subcontractor.

Where Converse's services involve field observation of grading, filling and compaction (or any of them), it is agreed:

- a. That Converse shall in no way be responsible for the manner in which such work is performed by any third party.
- b. That in the event Converse is to provide periodic observation, Client acknowledges that Converse cannot be responsible for any work performed at a time or times when Converse was not performing its observation services. Converse will not provide an opinion concerning the performance of any third party, save and except to the extent that said work was in fact observed and tested by Converse during the course of construction.
- c. That where Converse's services include continuous observation, Client agrees not to allow grading, filling or compaction to be performed at any time or times when Converse is not physically present upon the Site and shall restrict the amount and extent of such grading, filling and compaction to that which can be properly observed by Converse personnel present on the Site.

That in the event Converse is to conduct test borings for Client, Client acknowledges that the accuracy of said test borings relates only to the specific location in which the boring itself was performed and that the nature of many sites is such that differing subsurface soil characteristics can be experienced within a small distance. As such, Client acknowledges that greater accuracy is obtained when the number of test borings is increased.

### Technical Limitations

Client acknowledges and agrees that: (1) it is unreasonable to expect Converse to be able to completely evaluate subsurface conditions, even after the most comprehensive exploratory program; (2) site conditions change frequently due to the passage of time, human activities, and climatic conditions and uncertainties are therefore inherent in the nature of Converse's services and impossible to avoid; (3) the identification of geotechnical and environmental conditions and the prediction of future or concealed conditions is an inexact scientific endeavor; (4) the state of the art of geotechnical and environmental practice is such that Converse cannot guarantee that its recommendations will prove adequate on this project and the Client assumes the risk of any such failure, except as otherwise provided in these General Conditions and that (5) these General Conditions contains specific LIMITATIONS OF LIABILITY.

### Indemnity of Client and Limitation of Liability

Converse shall indemnify Client, its officers, directors, agents or employees from any claim, demand or liability arising from personal injury or property loss or damage caused by the sole negligence or willful misconduct of Converse.

Anything to the contrary in the agreement to which these General Conditions are attached or in these General Conditions notwithstanding, Converse's liability shall be limited to the lesser of the fees charged to Client by Converse for the services performed for Client, or the sum of fifty thousand dollars. Client may, at its option, increase the maximum amount for which Converse shall be liable by payment of an additional fee. For the maximum liability sum of one hundred thousand dollars, the additional amount to be paid shall be four percent of the total Converse fee charged hereunder; for the maximum liability sum of one million dollars, the additional amount to be paid shall be five percent of the total Converse fees charged hereunder. Client acknowledges and agrees that its recovery, if any, shall be satisfied, in the first instance, from the proceeds of Converse's insurance, and to the extent of any deficiency in the available insurance proceeds, then and only then, by Converse.

Client acknowledges that Converse has agreed to charge Client a reduced fee for services in exchange for the above limitation of liability and that said reduction in fees is consideration for said limitation.

Client shall defend and save harmless Converse, its officers, directors, agents and employees from all liability, claims and demands, including expenses of suit and reasonable attorneys' fees arising from personal injuries, including disease and death, property loss or damage, injury to others (including personnel of Client, Converse or

subcontractors performing work hereunder), and air or ground pollution or environmental impairment arising out of or in any manner connected with or related to the performance of Converse's services, except where there is a judicial determination that such injury, loss or damage shall have been caused by the sole negligence or willful misconduct of Converse. Client acknowledges that Converse has charged Client a reduced fee for services to be performed by it in exchange for this hold harmless and that the reduction in fees is consideration for said hold harmless provision.

Converse will not be liable for consequential damages of any kind, nature or description.

#### **Hazardous Waste, Pollution and Health Hazard Projects ("Hazardous Projects" Herein)**

Prior to the commencement of services by Converse on any hazardous project, Client agrees to advise Converse in writing of any known hazardous waste or materials existing on or near the Site or if any of said services are to be performed in an area where dust, fumes, gas, noise, vibrations or other particulate or nonparticulate matter is in the atmosphere where it raises a potential or possible health hazard or nuisance to anyone working within the area.

Anything in these General Conditions notwithstanding, Client shall indemnify and hold Converse, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any party whomsoever, including employees of Converse which claim, demand or action is based upon injury or damage caused or alleged to have been caused by hazardous wastes or hazardous materials whether or not such waste or materials were known to exist prior to the commencement of services.

Client agrees to be responsible for the removal and disposal of any hazardous waste uncovered as a result of the site investigation, including drill cuttings, unless specifically included within the scope of work

It is agreed that the discovery of unanticipated hazardous materials constitutes a changed condition mandating an immediate renegotiation of the scope of services or termination of services. Converse will at all times endeavor to perform in a faithful and trustworthy manner. Client understands that Client or Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency. Client also understands that Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency, and that Converse, when practical, will do so only after notifying Client. In the event Converse discovers hazardous material that we believe poses an immediate threat to public health and safety, Converse will use its best judgment to notify appropriate emergency personnel for immediate containment. Client agrees to take no action of any kind against Converse when Converse makes a good-faith effort to fulfill its obligations.

#### **Client's Responsibilities**

Client shall immediately provide Converse with full information in writing as to Client's requirements for the services to be provided by Converse and shall designate in writing within five (5) days of the effective date of the agreement to which these General Conditions are a part, a representative to act on Client's behalf in conjunction with the services to be provided hereunder. Client shall promptly review all documents, reports, data and recommendations submitted by Converse and shall communicate with Converse concerning such reviews for the purpose of avoiding delay in the performance of the services to be rendered by Converse.

Client shall notify any third party who may perform on the Site of the standard of care being undertaken by Converse pursuant hereto and of the limitations of liability contained herein. Client shall require as a condition to the performance of any such third party a like indemnity and limitation of liability on their part against Converse.

#### **Confidentiality**

Converse shall hold all information provided to it by Client and the results of the work performed by it confidential and shall not disclose the same to any third party except where required by Governmental regulatory agencies or as otherwise required by law.

#### **Disputes**

Converse shall have the right to bring a legal action in a state or federal court against Client for any sums due or alleged to be due to it or for services rendered. Except for this right, Converse and Client agree that as an express condition to the right of either party to bring a legal action against the other, they shall first submit any dispute to mediation by a neutral person acceptable to both parties.

Each party shall bear its own attorneys' fees, costs and other expenses, except that each party shall be responsible and pay for one-half of the costs and expenses of the mediator. In the event that legal action is required, the prevailing party shall be entitled to recover all of its costs incurred in connection therewith including, without limitation, staff time, court costs, attorneys' fees, consultant and expert witness fees and any other related expenses. In this regard, in order to make the prevailing party whole, the parties acknowledge and agree that the prevailing party shall be entitled to recover all of its costs incurred in connection with the legal action and shall not be limited to "reasonable attorneys fees" as defined in any statute or rule of court.

The obligations, responsibilities, warranties and liabilities of the parties shall be solely those expressly set forth herein. Remedies and limitations of liability shall apply regardless of whether an action is brought in contract, or is based on either party's negligence, or another theory of law. All of the rights, remedies, obligations, terms, conditions and limitations of liability stated herein shall extend collectively to and be binding upon the parties' partners, joint ventures, licensors, successors, assigns, insurers, and affiliates. Client and Converse agree that any legal action with respect to the services to be performed under these General Conditions shall be brought against the parties, and not against individual officers,

employees or former employees of the parties. All legal actions by either party against the other for breach of these General Conditions or for the failure to perform in accordance with the applicable standard of care, however framed, that are essentially based upon such breach or failure shall be barred two (2) years from the time claimant knew or should have known of its right to make a claim, but, in any event, not later than four (4) years from substantial completion of Converse's services.

#### **Jobsite Safety**

Converse shall be responsible for its activity and that of its employees on the Site. This shall not be construed to relieve the Client, its general contractor or any subcontractor of their obligation to maintain a safe jobsite.

Neither the professional activities nor the presence of Converse or its employees and subcontractors shall be understood to control the operations of others, nor shall it be construed to be an acceptance of the responsibility for jobsite safety.

Converse will not direct, supervise or lay out the work of the Client, contractor, or any subcontractors. Converse's services will not include a review or evaluation of the adequacy of the contractor's safety measures on or near the Site.

#### **Schedules**

Unless otherwise specified in the agreement, Converse shall be obligated to perform within a reasonable period of time. Converse shall not be responsible for delays in the completion of its services created by reason of any unforeseeable cause or causes beyond the control and/or without the fault or negligence of Converse, including but not restricted to acts of God or the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts of other contractors with Client, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

Should completion of any portion of the services to be rendered by Converse be delayed beyond the estimated date of completion for any reason which is beyond the control of or without default or negligence of Converse, then and in that event Client and Converse shall mutually agree on the terms and conditions upon which the services may be continued or terminated.

#### **Invoices**

Converse shall submit monthly progress invoices to Client, and a final bill shall be submitted upon completion of the services. Within thirty (30) days after receipt of an invoice, Client shall pay the full amount of the invoice. If Client objects to all or any portion of any invoice, it shall so notify Converse of the same within fifteen (15) days from the date of receipt of said invoice and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice.

If Client fails to make payment within thirty (30) days after receipt of an invoice, then Client shall pay an additional monthly service charge of one and one-half percent (1½%) on all such amounts outstanding. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event Client fails to pay any undisputed amount to Converse when due, Converse may immediately cease work until said payment together with a service charge at the rate of 1½% per month, as specified above, from the due date has been received. Further, Converse may, at its sole option and discretion, refuse to perform any further work irrespective of payment from Client.

In the event that all or any portion of the 1½% service charge provided for herein is deemed to be an interest charge, then and in that event said interest charge shall be limited to the maximum amount legally allowed by law.

Client acknowledges Converse's fee schedules are revised annually and agrees that the fee schedule in effect at the time the services are performed shall apply to such services.

#### **Insurance**

Converse represents that it now carries, and will continue to carry during the term of the contract to which these General Conditions are a part, Workers Compensation insurance and that, if requested, Converse shall provide to Client certificates as evidence of the aforementioned insurance.

#### **Assignments**

Client shall not assign this contract or any portion thereof to any other person or entity without the express written consent of Converse. Nothing contained in this contract or any part thereof shall be construed to create a right in any third party whomsoever, and nothing herein shall inure to the benefit of any third party.

#### **Severability**

If any provision of these General Conditions is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision will be renegotiated so as to give effect to the intent of the parties to the maximum possible extent. Such determination and renegotiation shall not affect or invalidate the remaining provisions or these General Conditions.

#### **Governing Law**

These General Conditions shall be governed by and construed under the laws of the State of California.

**NOT APPLICABLE**



# Converse Consultants

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

March 3, 2021

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

Subject: **PROPOSAL TO PROVIDE GEOTECHNICAL OBSERVATION AND TESTING AND MATERIAL TESTING AND SPECIAL INSPECTION SERVICES**  
**Palm Crest Elementary School New Modular Classroom Building**  
5025 Palm Drive, La Canada, California 91011  
La Canada Unified School District  
DSA Application No. 03-121027; DSA File No. 19-51  
Converse Project No. 21-31-140-00 (30/40)(60/80)

Dear Mr. Pierre:

Converse Consultants (Converse) appreciates the opportunity to submit this proposal to describe our recommended scope of services and fees to perform geotechnical observation and testing and material testing and special inspection services for the subject project. This proposal is in response to your request for proposal sent by email on March 1, 2021.

In preparation of this proposal, we have conducted the following:

- Reviewed the drawings and specifications shared with us on March 1, 2021.
- Reviewed the List of Required Structural Tests and Special Inspections form (DSA-103-19) shared with us on March 1, 2021.

## **SITE / PROJECT DISCRPTION**

The project site is located at 5025 Palm Drive in La Canada, Los Angeles County, California. The site is located west of Palm Drive and south of Jessen Drive. The Palm Crest Elementary School New Modular Classroom Building Project is planned to be within the existing Palm Crest Elementary School site in La Canada, California. The project consists of construction of one modular elevator building, two 2-story modular buildings, parking lot, and walkway. This project starts in June 2021 and completes in August 2021.

## **SCOPE OF SERVICES**

Based on the information presented to Converse, we have prepared the following scope of services:

## Soils

- Review soils report, project plans and specifications.
- Review submitted on-site and/or imported materials to determine their suitability as fill materials.
- Inspect bottom of excavations.
- Inspect the excavation and bottom of footings.
- Perform in-place density tests according to ASTM D1556 (sand cone method). Soil 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 backfill of utility trenches and retaining walls and 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, fill placement, roadways, parking areas, walkways, and subgrade.
- Review and provide laboratory testing on soil, backfill materials, aggregate base, etc. Develop compaction curves for materials encountered. Monitor excavation and stockpiling of suitable fill materials from mass excavation, existing aggregate base, and the crushing of existing soils for use as fills.
- Prepare reports summarizing all observations and test results.
- Provide soils testing including but not limited to: Maximum Dry Density, Expansion Index, R-Value, Sand Equivalent, Sieve Analysis, and sampling.

## Concrete

- Review concrete mix designs, product mill certificates for compliance.
- Perform batch plant inspection for design compliance.
- Review each batch ticket, inspect concrete placement, and test concrete slump.
- Provide minimum of one test for each type of cement and aggregate for conformance to the working drawings and specifications for mix designs.
- Verify concrete meets the specified strength and in required areas of locations.
- Fabricate and pick-up concrete cylinders.
- Test concrete for compressive strength. Test one cylinder at seven days and two at twenty-eight days; retain one cylinder for possible test at fifty-six days.
- Monitor concrete test results and advise for non-conforming tests.
- Perform anchor pull tests.
- Prepare reports summarizing all observations and test results.

## Reinforcing Steel

- Review material identification/mill certification sheets to ensure that steel meets project manual specifications.
- Sample and test reinforcing steel (e.g., bend and tensile tests).
- Inspect welds to meet conformance with project specifications.
- Verify welding procedures, welding operators and welding equipment in accordance with AWS D1.1.



- Inspect welded reinforcing bars according to CBC Section 1929.
- Conduct High Strength Bolting Inspection, test bolts, nuts, and washers per ICBO, CBC and AISC.
- Prepare reports summarizing all observations and test results.

### **Structural Steel**

- Review manufacturers test reports for compliance with requirements specified.
- Verify material identification.
- Inspect high strength bolted connections.
- Test rebar, post tension strands, anchor bolts, and epoxy anchor dowels.
- Inspect field welding.
- Inspect fabrication shop welding.
- Inspect welding in accordance with AWS D1.1. The following shall be performed on each weld:
  - Verify Welding Procedure Specification (WPS) sheet has been provided and has been reviewed with each welder performing the weld. Welds not executed in conformance with the WPS are rejected.
  - Verify fit-up meets tolerances of WPS and mark joint prior to welding.
  - Verify welding consumables per contract documents and WP.
  - Verify welder qualification and identification.
  - Verify amperage and voltage at the arc with handheld meters.
  - Observe preheat and inter-pass temperatures, weld pass sequence and size of weld bead.
- For seismic critical welds, inspect removal of back-up and run-off plates, preparatory grinding, and execution of reinforcing fillet, verify smoothness of beam flange copes at reduced beam sections, and verify weld access holes meet surface requirements of AWS Section 5.15.4.3.
- Perform nondestructive testing including magnetic particle and ultrasonic testing as needed to assist in locating defects and flaws.
- Nondestructive test all complete penetration groove welds larger than 5/16 inches by ultrasonic methods for conformance with the weld quality and standard acceptance of AWS D1.1 for welds subject to tensile strength. Pass sound through entire weld volume from two crossing directions.
- Ultrasonically inspect base metal thicker than 1" for discontinuities behind welds.
- Inspect and test stud welding in accordance with AWS D1.1. Review pre-production testing and qualification. Inspect welding and perform welding verification inspection and testing.
- Inspect and test deck welding in accordance with AWS D1.3. Review pre-production testing and qualification. Inspect welding and perform verification, inspection, and testing.
- Inspect and test welding of shear connector studs in accordance with AWS D1.1. Review pre-production testing and qualification. Inspect welding and perform verification, inspection, and testing.
- Inspect and test field strength bolting and welding as described above.



- Prepare reports summarizing all observations and test results.
- Inspection of application of spray applied fire resistive material (SFRM).
- Testing density of SFRM.

### Masonry

- Perform sampling and placing of masonry units with special attention to joints and bonding of units at the corners. Inspect placement of reinforcement including splices, clearances and supports. Inspect grout space immediately prior to closing of clean outs and during all grouting operations, including for removal of mortar fins, dirt, and debris.
- Test mortar, grout and block by the Unit Strength Method per CBC section 2105. Test units before construction and for each 5,000 square foot wall area. Test masonry units for strength, absorption and moisture content.
- Perform batch plant inspection.
- Review certificates of compliance for materials; sample and test where nonperformance is indicated.
- Review mortar and grout mix designs and certificates of compliance for materials General Contractor proposes to use.
- Inspect placement of grout, including beneath bearing plates and attention to procedures to avoid segregation and to achieve proper consolidation. Review grout certificates.
- Obtain two cores per 5,000 square feet of masonry wall and test the shear bond of the cores as required by CBC 21058 3.1.
- Prepare reports summarizing all observations and test results.

Converse engineers and managers will supervise the Converse team and coordinate field and laboratory services to ensure maintaining a high level of quality assurance.

### FEE ESTIMATE

Converse proposes to complete the scope of work outlined above on a time-and-materials basis in accordance with our current Schedule of Fees and General Conditions, copies of which are attached and form a part of this proposal. The estimated cost for Converse to perform the requested testing is **\$92,930.00**. Below is a detailed breakdown of these services:

#### Field Inspection and Testing Services

Task	Unit	Number of Units	Unit Rate (\$)	Cost (\$)
Pick-Up and Delivery	hour	64	\$50.00	\$3,200.00
Soil/Asphalt Inspector	hour	240	\$130.00	\$31,200.00
Special Inspector / Concrete / ACI and Batch Plant/Masonry	hour	320	\$130.00	\$41,600.00
Special Inspector / Welding	hour	16	\$130.00	\$2,080.00
<b>Field Services Cost Total</b>				<b>\$78,080.00</b>



**Laboratory Testing Costs**

Test	Unit	Number of Units	Unit Rate (\$)	Cost (\$)
Compression Strength / Concrete Cylinders	test	120	\$40.00	\$4,800.00
Compaction Curves / Dry density Test D1557	test	4	\$190.00	\$760.00
Masonry block per set of 9	test	1	\$450.00	\$450.00
Rebar Tensile and Bend	test	16	\$100.00	\$1,600.00
<b>Laboratory Testing Cost Total</b>				<b>\$7,610.00</b>

**Office Support Costs**

Task	Unit	Number of Units	Unit Rate (\$)	Cost (\$)
Office Support (Clerical or Word Processing)	hour	40	\$75.00	\$3,000.00
Project Manager	hour	16	\$160.00	\$2,560.00
Principal Professional	hour	8	\$210.00	\$1,680.00
<b>Office Support Cost Total</b>				<b>\$7,240.00</b>

**Cost Summary**

Type of Service	Cost
Field Inspection and Testing Services	\$78,080.00
Laboratory Testing Costs	\$7,610.00
Office Support Costs	\$7,240.00
<b>TOTAL:</b>	<b>\$92,930.00</b>

Our 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 your 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 is a prevailing wage project for field services as defined by local Labor Code Sections 1770-1780.**



## CLOSURE

Services provided by Converse will be performed in accordance with generally accepted engineering principles and practice in this area of Southern California. We make no other warranty, either expressed or implied.

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.

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 in greater detail. The opportunity to be of service is appreciated.

Sincerely,

## CONVERSE CONSULTANTS



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

Encl: Schedule of Fees, General Conditions  
Dist: 1 to Addressee via Email

SKS/BA:jjl



**PROPOSAL TO PROVIDE GEOTECHNICAL OBSERVATION AND TESTING AND  
MATERIAL TESTING AND SPECIAL INSPECTION SERVICES**

**Palm Crest Elementary School New Modular Classroom Building**

5025 Palm Drive, La Canada, California 91011  
La Canada Unified School District  
DSA Application No. 03-121027; DSA File No. 19-51  
Converse Project No. 21-31-140-00 (30/40)(60/80)

**ACCEPTANCE OF AGREEMENT AND AUTHORIZATION TO PROCEED**

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

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

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

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

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

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

*P.O. No./Billing Instructions<sup>2,3</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.

3 This proposal is submitted with the understanding by both parties that this is a prevailing wage project for field services as defined by local Labor Code Sections 1770-1780.

**CONVERSE CONSULTANTS**  
**Prevailing Wage Schedule of Fees**  
**Personnel**

**Introduction**

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through December 31, 2021.

**Hourly Charges for Personnel**

Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

**Field Technical Services (all including vehicle and equipment)**

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections) .....	\$130
DSA Masonry Inspector .....	130
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer) .....	135
Coring Technician .....	130
Soils Technician (soil, base, asphalt concrete, and moisture emission testing) .....	130
Sample Pick-Up .....	50

**Professional Services (consultation for field and office, if requested)**

Staff Professional .....	\$120
Senior Staff Professional.....	125
Project Professional .....	145
Project Manager.....	160
Senior Professional .....	170
Principal Professional.....	210
Principal Consultant .....	225

**Laboratory Testing**

Laboratory Technician.....	Per Test
(see Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	
Laboratory Supervisor .....	\$85

**Office Support**

Clerical/Word Processing.....	\$75
Drafting.....	80
CAD Operator/Drafting Manager.....	80

Overtime and special shift rates for Field Services personnel are determined in accordance with Prevailing Wage law. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

**Expenses**

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at a rate of fifty-eight cents per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

**Invoices**

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

**General Conditions**

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

# CONVERSE CONSULTANTS

## Schedule of Fees – Geotechnical Laboratory Testing

Compensation for laboratory testing services will be made in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project.

### IDENTIFICATION AND INDEX PROPERTIES TESTS

Visual Classification, ASTM D2488.....	15.00
Engineering Classification, ASTM D2487 .....	20.00
Moisture Content and Dry (bulk) Density, ASTM D2216 and D2937 .....	20.00
Moisture Content, ASTM D2216 .....	15.00
Shrinkage Limit, ASTM D4943.....	85.00
Atterberg Limits, ASTM D4318 Several points .....	150.00
One Point.....	50.00
Particle Size Analysis, ASTM D6913 Fine Sieve, from +#200 to #4.....	100.00
Coarse and Fine Sieve, from #200 to 3 in.....	180.00
Hydrometer .....	120.00
Percent Passing #200 Sieve, ASTM D1140.....	80.00
Specific Gravity Fine, passing #4 sieve, ASTM D854.....	90.00
Coarse, retained on #4 sieve, ASTM C127.....	90.00
Sand Equivalent Test, ASTM D2419.....	110.00
Double Hydrometer Dispersion, ASTM D4221.....	150.00

### COMPACTION AND BEARING STRENGTH

Standard Proctor Compaction, ASTM D698 or ASTM D1557 Method A or B .....	190.00
Method C, 6" mold.....	200.00
California Impact Method, Caltrans 216 .....	200.00
R-value, ASTM D2844 and CTM301.....	250.00
California Bearing Ratio (CBR), ASTM D1883 1 Point.....	530.00
3 Points .....	750.00
Relative Density 0.1 Cubic Foot Mold .....	200.00
0.5 Cubic Foot Mold.....	300.00

### SHEAR STRENGTH

Torvane/Pocket Penetrometer .....	25.00
Direct Shear Quick Test.....	75.00
Consolidated, Drained, granular soil, ASTM D3080 .....	200.00
Consolidated, Drained, fine grained soil, ASTM D3080 .....	250.00
Consolidated, Undrained, fine grained soil.....	200.00
Residual Strength, per cycle .....	60.00
Remolded Specimens .....	60.00

### STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)

Unconfined Compression, ASTM D2166 .....	150.00
Unconsolidated, Undrained, ASTM D2850 .....	160.00
Consolidated, Undrained, per point .....	700.00
Consolidated, Drained, per point .....	700.00
With Pore Pressure Measurement, per load .....	150.00
Remolded Specimen.....	90.00

### CONSOLIDATION (ASTM2435) AND SWELL COLLAPSE (ASTM D4546) TESTS

8 Load Increments .....	220.00
Additional Load Increment .....	50.00
Time-Ratio, per load increment.....	90.00
Single Point, collapse test.....	90.00

Single Load Swell, ASTM D4546 Ring Sample, Field Moisture.....	90.00
Ring Sample, Air Dried .....	90.00
Remolded Sample.....	60.00
Expansion Index Test, UBC 29-2/ASTM D4829.....	130.00

### HYDRAULIC CONDUCTIVITY TESTS

Constant Head, ASTM D2434.....	250.00
Falling Head Flexible Wall, ASTM D5084 .....	300.00
Triaxial Permeability, EPA 9100.....	350.00
Remolded Specimen .....	60.00

### CHEMICAL TESTS

Corrosivity (pH, resistivity, sulfates, chlorides).....	220.00
Organic Content, ASTM D2974.....	80.00

**Conditions:** Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request. This fee schedule is valid through December 31, 2021.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A \$5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of \$50.00 will be charged to present and mail test results. Beyond the standard U.S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turnaround for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turnaround to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 2.416-inch inside diameter brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon. Interest of 1.5% per month (but not exceeding the maximum allowed by law) will be payable on any amount not paid within thirty days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. The Client shall pay any attorneys' fees or other costs incurred in collecting any delinquent amounts.

**CONVERSE CONSULTANTS****Schedule of Fees – Materials Laboratory Testing**

Compensation for laboratory testing services will be based on rates in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through December 31, 2021.

**AGGREGATES**

Moisture Content, ASTM D2216 .....	15.00
Particle Size Analysis	
Coarse, ASTM C136, each.....	100.00
Coarse and Fine, ASTM C136 & C137), each.....	180.00
Specific Gravity & Absorption	
Coarse Aggregate, ASTM C127 .....	85.00
Fine Aggregate, ASTM C128 .....	85.00
Unit Weight per Cubic Foot, ASTM C29 .....	75.00
Soundness, Sodium or Magnesium, ASTM C88, each.....	200.00
Potential Alkali Reactivity, ASTM D289 .....	300.00
Freeze Thaw Soundness.....	175.00
Los Angeles Abrasion, per class, ASTM C131, C535.....	220.00
Sand Equivalent, ASTM D2419.....	110.00
Lightweight Particles, ASTM C123, each.....	85.00
Clay Lumps & Friable Particles, ASTM C142, each.....	120.00
Stripping Test, ASTM D1664, each .....	85.00
Organic Impurities, ASTM C40 .....	75.00
Durability .....	By Quote

**CONCRETE TESTS**

Laboratory Trial Batch, ASTM C192 .....	By Quote
Laboratory Mix Design, Historical Data .....	By Quote
Compression Test, 6"x12" Cylinder, ASTM C39, each.....	40.00
Lightweight Concrete	
Compression .....	40.00
Unit Weight.....	40.00
Specimen Preparation, Trimming or Coring, each .....	60.00
Bond Strength, ASTM C321	
Prepared by Converse.....	150.00
Prepared by Others .....	80.00
Core Compression Test, ASTM C12, each.....	80.00
Flexure Test, 6"x6" Beams, ASTM C78, each.....	110.00
Modulus of Elasticity, Static, ASTM C469, each .....	150.00
Length Change, ASTM C157, 3 bars, 5 readings each, up to 26 days.....	320.00
Splitting Tensile, 6"x12" Cylinders, each.....	80.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 miles of office, stand-by extra), ASTM/UBC, hourly rate schedule, or each cylinder.....	95.00
Field Concrete Control (same as above plus air content test), ASTM/UBC, each cylinder.....	95.00
Hold Cylinder.....	10.00
Cylinder Mold, sent to job site but not cast by Converse or returned to Converse.....	5.00

**MASONRY (ASTM C140, E447, UBC STANDARD 24-22)**

Moisture Content, as received, each.....	20.00
Absorption, each.....	50.00
Compression, each.....	55.00
Shrinkage, ASTM C426, each .....	100.00
Net Area and Volume, each.....	25.00
Masonry Blocks, per set of 9.....	450.00
Masonry Core Compression, each.....	55.00
Masonry Core Shear, each.....	55.00
Masonry Core Trimming, each.....	55.00
Compression Test, grouted prisms, 8"x8"x16", each.....	120.00
Compression Test, grouted prisms, 12"x16"x16", each.....	130.00
Compression Test	
2"x4" Mortar Cylinder, each .....	40.00
3"x6" Grout Prisms, each.....	40.00
2" Cubes, ASTM C109, each.....	40.00
Cast by Others.....	40.00
Mortar or Grout Mix Designs.....	By Quote

**FIREPROOFING TESTS**

Oven Dry Density, per sample .....	70.00
------------------------------------	-------

**MOISTURE EMISSION TEST**

Moisture Emission Test Kit.....	70.00
---------------------------------	-------

**ASPHALTIC CONCRETE**

Stability, Flow, and Unit Weight, ASTM D6927 .....	200.00
Marshall ASTM D1559, ASTM D2726.....	200.00
Measured Maximum Specific Gravity of Mix, ASTM D2041, Rice Method, each .....	95.00
Void Analysis of Cores or Marshall Specimens, Calculations Only, ASTM D3203, set of 2 or 3.....	60.00
Laboratory Mixing of Asphalt & Concrete, per sample.....	75.00
Complete Asphalt Concrete Mix Design	
Hveem or Marshall .....	By Quote
Extraction of Asphalt and Gradation, ASTM D2172, Method B, or California 310, including ash correction, each .....	210.00
Extraction of Rubberized Asphalt & Gradation, each.....	250.00
Specific Gravity, ASTM D2726 or ASTM D1188	
Uncoated.....	95.00
Coated.....	105.00
Immersion-Compression .....	400.00
Particle Coating, ASTM D2489 .....	60.00
Stripping, ASTM D1664 .....	70.00
Moisture or Volatile Distillates in Paving Mixtures, or Materials Containing Petroleum Products or By-Products.....	220.00
Retained Strength, ASTM D1074/D1075, 6 specimens.....	By Quote
Retained Stability, Mil, Std, 520A, Method 104, 6 specimens .....	By Quote
CBR, ASTM D1883, including M/D Curve, 1 point .....	350.00
Asphalt Temperature.....	15.00

**STRUCTURAL STEEL**

Tensile Test #9 Bar or Smaller, each .....	60.00
Bend Test #9 Bar or Smaller, each .....	60.00
Tensile Test #10 Bar or Greater, each .....	280.00
Tensile Test #14 Bar, each .....	310.00
Rebar Coupler Tensile Test .....	100.00
Tensile Test, Welded #9 Bar or Smaller, each .....	100.00
Tensile Test, Welded #10 Bar or Greater, each .....	280.00
Tensile Test, Welded #14 Bar, each .....	310.00
Tensile Test, Mechanically Spliced, #9 Bar or Smaller, each .....	180.00
Tensile Test, Mechanically Spliced, #10 Bar or Greater, each .....	350.00

**HIGH STRENGTH BOLT, NUT, AND WASHER TESTING**

Wedge Tensile Test, A490 Bolts	
Under 100,000 lbs., each .....	65.00
Over 100,000 lbs., each .....	75.00
Wedge Tensile Test, A325 Bolts	
Under 100,000 lbs., each .....	70.00
Tensile Test, Anchor Bolts, tested with displacement transducers, each.....	300.00
Nut Hardness, Proof & Cone Proof Load Test, each .....	50.00
Washer Hardness, each.....	40.00
A325 or A490, Bolt Hardness Only, each.....	40.00
Bolt A325 or A490 Wedge Tensile	
Under 100,000 lbs. & Hardness, each .....	90.00
Over 100,000 lbs. & Hardness, each.....	100.00
Bolt, Nut & Washer, all tests per set with bolts	
Under 100,000 lbs. ....	300.00
Over 100,000 lbs. ....	380.00

See *Schedule of Fees – Geotechnical Laboratory Testing* for soil testing. Hourly rates are available upon request. Field Laboratory rates are available upon request. Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

# CONVERSE CONSULTANTS

## General Conditions –

### Right of Entry

Client warrants to Converse that it has full legal right to authorize Converse's entry upon the real property where Converse's services are to be performed ("Site" herein) and upon all property, if any, required for ingress and egress to the Site.

Client authorizes Converse to enter upon the Site and such adjoining property as is necessary to allow Converse to perform its services.

Converse will take reasonable precautions to minimize any damage to the Site; however, Client acknowledges that during the normal course of the performance of Converse's services, some damage to the Site may occur. The correction of any damage to the Site (surface or subterranean) shall be the obligation of the Client.

### Information Supplied by Client

Client warrants the accuracy of any information supplied by it to Converse, acknowledges that Converse will not verify the accuracy of such information, and agrees that Converse is entitled to rely upon any such information.

Client shall immediately notify Converse in writing of any data, information or knowledge in the possession of or known to Client relating to conditions existing at the Site and shall provide Converse with the location, size and depth of any and all underground tanks, piping or structures existing upon the Site.

Client shall defend, indemnify and save harmless Converse, its officers, agents and employees from and against any and all claims, costs, suits and damages, including attorneys' fees, arising out of errors, omissions and inaccuracies in documents and information provided to Converse by Client.

### Ownership of Data and Documents; Samples

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Converse shall remain the sole property of Converse.

Client shall have the right to the use of all data, recommendations, proposals, reports, design criteria and similar information provided to it by Converse ("information" herein); provided, however, that the information shall not be used or relied upon by any party other than Client, save and except as may be required by the design and licensing requirements of the project for which the information is provided; further, such use shall be limited to the particular site and project for which the information is provided. To the extent Client utilizes Converse's information by providing or making the same available to any third party (a) Client agrees to give written notice to any such third party that it may not utilize or rely on any aspect of Converse's information and (b) Client agrees to defend, indemnify and hold Converse harmless against any and all claims, demands, costs, losses, damages and expenses, including attorneys fees, that may be asserted against or sought from Converse by any such third party.

Client's right to the use of the information is expressly conditioned upon Client's prompt payment to Converse of all sums due under the Client/Converse agreement. In the event of Client's nonpayment or partial payment of said amounts, Client agrees that it shall not use any of the information for any purpose whatsoever and shall return the same to Converse within 2 business days upon demand.

Converse will retain all samples of soil, rock or other materials obtained in the course of performing its services for a period of thirty (30) days. Thereafter, further storage or transfer of samples to Client may be made at Client's expense upon written request from Client to Converse received by Converse prior to the expiration of the 30-day period.

Converse shall retain permanent records relating to the Converse services for a period of five (5) years following submittal of Converse's report, during which period the records will be made available to Client upon reasonable notice given by Client and upon payment to Converse of an amount sufficient to reimburse Converse for its necessary and reasonable expenses in making said records available.

### Standard of Care and Professional Responsibility

Client acknowledges that the services to be performed by Converse involve the use of tests, calculations, analyses and procedures which are in a constant state of development, improvement and refinement and that, as such, improvements, changes in methods, and modifications of procedures have been made in the past, are now being made, and are expected to continue to be made in the future.

Further, Client recognizes that, while necessary for investigations, commonly used exploration methods, such as drilling borings or excavating trenches, involve an inherent risk. For example, exploration on a site containing contaminated materials may result in inducing cross-contamination, the prevention of which may not be complete using presently recognized sealing methods.

Client recognizes that the state of practice, including but not limited to the practice relating to contamination or hazardous waste conditions, is changing and evolving and that standards existing at the present time may subsequently change as knowledge increases and the state of the practice continues to improve.

Client recognizes that projects containing contaminated materials may not perform as anticipated by Client, even though Converse's services are performed in accordance with the level of care and skill required of it. Further, certain governmental regulations relating to hazardous waste sites may purport to require achievement of results which cannot be

accomplished in an absolute sense. It is recognized that a satisfactorily designed, constructed and maintained monitoring system may assist in the early detection of environmental changes allowing for early correction of problems. Unless it is specifically included in the scope of services to be performed by Converse, Client understands that Converse shall not perform such monitoring.

The services to be provided by Converse pursuant to the agreement to which these General Conditions are a part shall be provided in accordance with generally accepted professional engineering, environmental, and geologic practice in the area where these services are to be rendered and at the time that services are rendered. Client acknowledges that the present standard in the engineering and environmental professions does not include, and Converse does not extend to Client, a guarantee of perfection of the work contemplated hereby; further, that even in the exercise of normal and reasonable care, errors or omissions may from time to time occur. Except as expressly set forth in these General Conditions, no other warranty, express or implied, is extended by Converse.

Converse shall have no duty to supervise, coordinate or otherwise be involved in the performance of services or work by any third-party consultant, contractor or subcontractor.

Where Converse's services involve field observation of grading, filling and compaction (or any of them), it is agreed:

- a. That Converse shall in no way be responsible for the manner in which such work is performed by any third party.
- b. That in the event Converse is to provide periodic observation, Client acknowledges that Converse cannot be responsible for any work performed at a time or times when Converse was not performing its observation services. Converse will not provide an opinion concerning the performance of any third party, save and except to the extent that said work was in fact observed and tested by Converse during the course of construction.
- c. That where Converse's services include continuous observation, Client agrees not to allow grading, filling or compaction to be performed at any time or times when Converse is not physically present upon the Site and shall restrict the amount and extent of such grading, filling and compaction to that which can be properly observed by Converse personnel present on the Site.
- d. That in the event Converse is to conduct test borings for Client, Client acknowledges that the accuracy of said test borings relates only to the specific location in which the boring itself was performed and that the nature of many sites is such that differing subsurface soil characteristics can be experienced within a small distance. As such, Client acknowledges that greater accuracy is obtained when the number of test borings is increased.

### Technical Limitations

Client acknowledges and agrees that: (1) it is unreasonable to expect Converse to be able to completely evaluate subsurface conditions, even after the most comprehensive exploratory program; (2) site conditions change frequently due to the passage of time, human activities, and climatic conditions and uncertainties are therefore inherent in the nature of Converse's services and impossible to avoid; (3) the identification of geotechnical and environmental conditions and the prediction of future or concealed conditions is an inexact scientific endeavor; (4) the state of the art of geotechnical and environmental practice is such that Converse cannot guarantee that its recommendations will prove adequate on this project and the Client assumes the risk of any such failure, except as otherwise provided in these General Conditions and that (5) these General Conditions contains specific LIMITATIONS OF LIABILITY.

### Indemnity of Client and Limitation of Liability

Converse shall indemnify Client, its officers, directors, agents or employees from any claim, demand or liability arising from personal injury or property loss or damage caused by the sole negligence or willful misconduct of Converse.

Anything to the contrary in the agreement to which these General Conditions are attached or in these General Conditions notwithstanding, Converse's liability shall be limited to the lesser of the fees charged to Client by Converse for the services performed for Client, or the sum of fifty thousand dollars. Client may, at its option, increase the maximum amount for which Converse shall be liable by payment of an additional fee. For the maximum liability sum of one hundred thousand dollars, the additional amount to be paid shall be four percent of the total Converse fee charged hereunder; for the maximum liability sum of one million dollars, the additional amount to be paid shall be five percent of the total Converse fees charged hereunder. Client acknowledges and agrees that its recovery, if any, shall be satisfied, in the first instance, from the proceeds of Converse's insurance, and to the extent of any deficiency in the available insurance proceeds, then and only then, by Converse.

Client acknowledges that Converse has agreed to charge Client a reduced fee for services in exchange for the above limitation of liability and that said reduction in fees is consideration for said limitation.

Client shall defend and save harmless Converse, its officers, directors, agents and employees from all liability, claims and demands, including expenses of suit and reasonable attorneys' fees arising from personal injuries, including disease and death, property loss or damage, injury to others (including personnel of Client, Converse or

subcontractors performing work hereunder), and air or ground pollution or environmental impairment arising out of or in any manner connected with or related to the performance of Converse's services, except where there is a judicial determination that such injury, loss or damage shall have been caused by the sole negligence or willful misconduct of Converse. Client acknowledges that Converse has charged Client a reduced fee for services to be performed by it in exchange for this hold harmless and that the reduction in fees is consideration for said hold harmless provision.

Converse will not be liable for consequential damages of any kind, nature or description.

#### **Hazardous Waste, Pollution and Health Hazard Projects ("Hazardous Projects" Herein)**

Prior to the commencement of services by Converse on any hazardous project, Client agrees to advise Converse in writing of any known hazardous waste or materials existing on or near the Site or if any of said services are to be performed in an area where dust, fumes, gas, noise, vibrations or other particulate or nonparticulate matter is in the atmosphere where it raises a potential or possible health hazard or nuisance to anyone working within the area.

Anything in these General Conditions notwithstanding, Client shall indemnify and hold Converse, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any party whomsoever, including employees of Converse which claim, demand or action is based upon injury or damage caused or alleged to have been caused by hazardous wastes or hazardous materials whether or not such waste or materials were known to exist prior to the commencement of services.

Client agrees to be responsible for the removal and disposal of any hazardous waste uncovered as a result of the site investigation, including drill cuttings, unless specifically included within the scope of work

It is agreed that the discovery of unanticipated hazardous materials constitutes a changed condition mandating an immediate renegotiation of the scope of services or termination of services. Converse will at all times endeavor to perform in a faithful and trustworthy manner. Client understands that Client or Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency. Client also understands that Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency, and that Converse, when practical, will do so only after notifying Client. In the event Converse discovers hazardous material that we believe poses an immediate threat to public health and safety, Converse will use its best judgment to notify appropriate emergency personnel for immediate containment. Client agrees to take no action of any kind against Converse when Converse makes a good-faith effort to fulfill its obligations.

#### **Client's Responsibilities**

Client shall immediately provide Converse with full information in writing as to Client's requirements for the services to be provided by Converse and shall designate in writing within five (5) days of the effective date of the agreement to which these General Conditions are a part, a representative to act on Client's behalf in conjunction with the services to be provided hereunder. Client shall promptly review all documents, reports, data and recommendations submitted by Converse and shall communicate with Converse concerning such reviews for the purpose of avoiding delay in the performance of the services to be rendered by Converse.

Client shall notify any third party who may perform on the Site of the standard of care being undertaken by Converse pursuant hereto and of the limitations of liability contained herein. Client shall require as a condition to the performance of any such third party a like indemnity and limitation of liability on their part against Converse.

#### **Confidentiality**

Converse shall hold all information provided to it by Client and the results of the work performed by it confidential and shall not disclose the same to any third party except where required by Governmental regulatory agencies or as otherwise required by law.

#### **Disputes**

Converse shall have the right to bring a legal action in a state or federal court against Client for any sums due or alleged to be due to it or for services rendered. Except for this right, Converse and Client agree that as an express condition to the right of either party to bring a legal action against the other, they shall first submit any dispute to mediation by a neutral person acceptable to both parties.

Each party shall bear its own attorneys' fees, costs and other expenses, except that each party shall be responsible and pay for one-half of the costs and expenses of the mediator. In the event that legal action is required, the prevailing party shall be entitled to recover all of its costs incurred in connection therewith including, without limitation, staff time, court costs, attorneys' fees, consultant and expert witness fees and any other related expenses. In this regard, in order to make the prevailing party whole, the parties acknowledge and agree that the prevailing party shall be entitled to recover all of its costs incurred in connection with the legal action and shall not be limited to "reasonable attorneys fees" as defined in any statute or rule of court.

The obligations, responsibilities, warranties and liabilities of the parties shall be solely those expressly set forth herein. Remedies and limitations of liability shall apply regardless of whether an action is brought in contract, or is based on either party's negligence, or another theory of law. All of the rights, remedies, obligations, terms, conditions and limitations of liability stated herein shall extend collectively to and be binding upon the parties' partners, joint ventures, licensors, successors, assigns, insurers, and affiliates. Client and Converse agree that any legal action with respect to the services to be performed under these General Conditions shall be brought against the parties, and not against individual officers,

employees or former employees of the parties. All legal actions by either party against the other for breach of these General Conditions or for the failure to perform in accordance with the applicable standard of care, however framed, that are essentially based upon such breach or failure shall be barred two (2) years from the time claimant knew or should have known of its right to make a claim, but in any event, not later than four (4) years from substantial completion of Converse's services.

#### **Jobsite Safety**

Converse shall be responsible for its activity and that of its employees on the Site. This shall not be construed to relieve the Client, its general contractor or any subcontractor of their obligation to maintain a safe jobsite.

Neither the professional activities nor the presence of Converse or its employees and subcontractors shall be understood to control the operations of others, nor shall it be construed to be an acceptance of the responsibility for jobsite safety.

Converse will not direct, supervise or lay out the work of the Client, contractor, or any subcontractors. Converse's services will not include a review or evaluation of the adequacy of the contractor's safety measures on or near the Site.

#### **Schedules**

Unless otherwise specified in the agreement, Converse shall be obligated to perform within a reasonable period of time. Converse shall not be responsible for delays in the completion of its services created by reason of any unforeseeable cause or causes beyond the control and/or without the fault or negligence of Converse, including but not restricted to acts of God or the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts of other contractors with Client, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

Should completion of any portion of the services to be rendered by Converse be delayed beyond the estimated date of completion for any reason which is beyond the control of or without default or negligence of Converse, then and in that event Client and Converse shall mutually agree on the terms and conditions upon which the services may be continued or terminated.

#### **Invoices**

Converse shall submit monthly progress invoices to Client, and a final bill shall be submitted upon completion of the services. Within thirty (30) days after receipt of an invoice, Client shall pay the full amount of the invoice. If Client objects to all or any portion of an invoice, it shall so notify Converse of the same within fifteen (15) days from the date of receipt of said invoice and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice.

If Client fails to make payment within thirty (30) days after receipt of an invoice, then Client shall pay an additional monthly service charge of one and one-half percent (1½%) on all such amounts outstanding. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event Client fails to pay any undisputed amount to Converse when due, Converse may immediately cease work until said payment together with a service charge at the rate of 1½% per month, as specified above, from the due date has been received. Further, Converse may, at its sole option and discretion, refuse to perform any further work irrespective of payment from Client.

In the event that all or any portion of the 1½% service charge provided for herein is deemed to be an interest charge, then and in that event said interest charge shall be limited to the maximum amount legally allowed by law.

Client acknowledges Converse's fee schedules are revised annually and agrees that the fee schedule in effect at the time the services are performed shall apply to such services.

#### **Insurance**

Converse represents that it now carries, and will continue to carry during the term of the contract to which these General Conditions are a part, Workers Compensation insurance and that, if requested, Converse shall provide to Client certificates as evidence of the aforementioned insurance.

#### **Assignments**

Client shall not assign this contract or any portion thereof to any other person or entity without the express written consent of Converse. Nothing contained in this contract or any part thereof shall be construed to create a right in any third party whomsoever, and nothing herein shall inure to the benefit of any third party.

#### **Severability**

If any provision of these General Conditions is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision will be renegotiated so as to give effect to the intent of the parties to the maximum possible extent. Such determination and renegotiation shall not affect or invalidate the remaining provisions or these General Conditions.

#### **Governing Law**

These General Conditions shall be governed by and construed under the laws of the State of California.

**NOT APPLICABLE**