

**SECOND AMENDMENT  
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF BEAUMONT  
AND EXP U.S. SERVICES, INC. FOR PROFESSIONAL ENGINEERING SERVICES  
FOR BEAUMONT MASTER DRAINAGE PLAN (MDP) LINE 2, STAGE 1 PROJECT  
(CIP2019-019)**

THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 15<sup>th</sup> day of August, 2023, by and between the CITY OF BEAUMONT, a general law city, ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and EXP U.S. Services, Inc. whose address is 451 E. Vanderbilt Way, Suite 375, San Bernardino, CA 92408 ("CONTRACTOR") in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

1. RECITALS

This Second Amendment is made with respect to the following facts and purpose that the parties agree are true and correct:

A. On December 15, 2020, the City and EXP U.S. Services, Inc., entered into that certain agreement entitled "Agreement for Professional Services by Independent Contractor" for Professional Engineering Services for Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project (CIP2019-019) ("Agreement").

B. CONTRACTOR has requested that the fee should be increased as provided in the Proposal received May 17, 2023, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.

2. AMENDMENT

Section 1 of the Agreement is hereby amended to extend the period of time during which the Services are to be provided hereunder, but not to exceed February 16, 2025.

Section 4.01 of the Agreement is hereby amended to increase the maximum compensation under the Agreement as follows: Under previous amendments, compensation was set at an amount not to exceed Five Hundred Four Thousand Sixty-One Dollars (\$504,061). Per this Second Amendment, compensation is increased by the maximum amount of twenty thousand and three dollars (\$20,003.96) as provided in the Proposal attached hereto as Exhibit "A" resulting in total compensation under the Agreement not to exceed five hundred and twenty-four thousand and sixty-four dollars (\$524,064.96).

The recitals to this Amendment are deemed incorporated herein by this reference. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

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

**CITY:**

**CONTRACTOR:**

CITY OF BEAUMONT

EXP U.S. SERVICES, INC.

By: David Fenn

By: [Signature]

~~Julio Martinez III, Mayor~~  
David Fenn

Print Name: Gabriel Rodriguez

ATTEST

[Signature]  
Denny  
City Clerk

Title: Vice President

APPROVED AS TO FORM

[Signature]  
John Pinkney, City Attorney

**EXHIBIT "A"**

**PROPOSALS**

**Cost & Price Form**

NAME OF SUBCONSULTANT:			DEA		TITLE OF PROJECT																
Name of Firm: EXP U.S. SERVICES			Year 2023-24		BEAUMONT LINE 2 STAGE 1																
1. DIRECT LABOR			HOURS	RATE	COST																
Robert D. Vasquez, PLS	10	\$86.00		\$860																	
Felicia Manz	9	\$39.22		\$353																	
Kent Groh, PLS	10	\$76.92		\$769																	
Doug Fulde, PLS	84	\$55.50		\$4,662																	
Steven Steinhoff, LSIT	20	\$54.50		\$1,090																	
Jeremy Schiff, LSIT	0	\$44.00		\$0																	
Robert Muro	0	\$59.51		\$0																	
Chris Dominguez	52	\$59.51		\$3,095																	
Fulton Torreyson	0	\$54.86		\$0																	
Mike Balderston	52	\$54.28		\$2,823																	
<b>TOTAL</b>	<b>237</b>			<b>\$13,651</b>																	
					TOTAL DIRECT LABOR (COST)													\$13,651			
					TOTAL DIRECT LABOR (Hours)													237.00			
2. INDIRECT COSTS (overhead, G&A - specify)			INDIRECT RATE (%)	X BASE =	COST																
Fringe		57.58%	\$13,651	\$7,860																	
Overhead		119.87%	\$13,651	\$16,364																	
G&A		0.00%	\$13,651	\$0																	
				TOTAL INDIRECT																\$24,224	
3. TOTAL DIRECT COST AND INDIRECT COSTS (sum of lines 1-2)																			\$37,875		
4. FIXED FEE OR PROFIT																					
			10.00%	\$37,875	\$3,788																
				\$0	TOTAL FEE																\$3,788
5. OTHER DIRECT COSTS (specify)																					
																			\$300		
																			\$300		
6. TOTAL PROPOSED PRICE (sum of lines 3, 4 and 5)																			\$500.00		
DATE																			\$41,962.96		
			SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONSULTANT																		

**Cost & Price Form**

Name of Firm: EPIC				
Project: Beaumont MDP Line 2 - Stage 1				
	Year 2020-2021			Notes and Assumptions: Escalation rates are not applied.
	HOURS	RAW RATE	COST	
Mike Mays	48	\$57.69	\$2,769	
Bernadette Salto	206	\$35.10	\$7,231	
Abigail Lopez	16	\$53.37	\$854	
0	0	\$0.00	\$0	
0	0	\$0.00	\$0	
0	0	\$0.00	\$0	
TOTAL	270		\$10,854	
TOTAL DIRECT LABOR (COST)				\$10,854
TOTAL DIRECT LABOR (Hours)				270
<b>2. INDIRECT COSTS (overhead, G&amp;A - specify)</b>				
	INDIRECT RATE (%)	X BASE =	COST	
Fringe	48.25%	\$10,854	\$5,237	
Overhead	73.07%	\$10,854	\$7,931	
G&A	43.61%	\$10,854	\$4,733	
TOTAL INDIRECT				\$17,901
<b>3. TOTAL DIRECT COST AND INDIRECT COSTS (sum of lines 1.</b>				\$28,755
<b>4. FIXED FEE OR PROFIT</b>				
(specify, applies to line 3 only)	10.00%	\$28,755	\$2,875	
TOTAL FEE				\$2,875
<b>5. OTHER DIRECT COSTS (specify)</b>				
ODC's				\$15,250
<b>TOTAL PRICE</b>				<b>\$46,880</b>
DATE	SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONSULTANT			



# Converse Consultants

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

July 22, 2021

Revised May 11, 2023

Ms. Portia Gonzalez, PE, QSD/QSP  
Vice President, Area Manager, Orange County  
EXP  
451 Vanderbilt Way, Suite 375  
San Bernardino, CA 92408

Subject: **REVISED PROPOSAL TO PREPARE A GEOTECHNICAL INVESTIGATION REPORT**  
**Beaumont Master Drainage Plan Line 2, Stage 1 Storm Drain Project**  
Approximately 5,000 Linear Feet of 69-inch Diameter Reinforced Concrete Pipe (RCP)  
City of Beaumont, Riverside County, California  
Converse Project No. 21-81-222-00 (01)

Dear Ms. Gonzalez:

Converse Consultants (Converse) appreciates the opportunity to be on your team to prepare a geotechnical investigation and water infiltration test report to assist with the design and construction of the above-referenced project. Our proposal is based on the following.

- Review of the Request for Proposal (RFP) for Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 issued by the City of Beaumont (City), Department of Public Works, dated May 4, 2020.
- Conducted a site visit on May 12, 2020.
- Reviewed City's response to consultant's questions.
- Information provided in your emails dated July 21, 2021 and May 11, 2023.

Our proposal dated July 22, 2021 has been updated to incorporate 2023 fee schedule for Converse and our outside vendors.

## PROJECT DESCRIPTION

The Beaumont MDP Line 2, Stage 1 project will consist of approximately 5,000 linear feet of 69-inch and larger diameter reinforced pipe (RCP). The general limits of Stage 1 are as follows.

- Along 6<sup>th</sup> Street from Chestnut to Pennsylvania.
- Along Pennsylvania Avenue from 6<sup>th</sup> Street to 1<sup>st</sup> Street.
- Along 1<sup>st</sup> Street from Pennsylvania Avenue to an existing earthen channel (roughly 800 feet east of Pennsylvania).

The following are initial constraints identified for this project.

- The alignment will cross Caltrans facility.
- The alignment will cross Union Pacific Railroad (UPRR) tracks.
- The City is developing a widening project for Pennsylvania Avenue.
- The City is planning a future grade separation for the Pennsylvania Avenue and UPRR crossing.
- The City is developing a street improvement project to extend 2<sup>nd</sup> Street approximately 1,700-feet west to intersect with Pennsylvania Avenue.
- Due to the future grade separation, the RCP may be up to 25-feet deep in certain areas.
- There are numerous existing utilities that may conflict with the proposed alignment.
- There are numerous culvert crossings along the I-10 that will need to be accommodated in the design, as part of the construction or a future project.

### **SITE DESCRIPTION**

The surface condition along the storm drain alignments is presented below along with the photos.

#### **6<sup>th</sup> Street; Chestnut Street to Pennsylvania Avenue**

- Approximately 1,280 linear feet in length.
- Paved road with 2 lanes in each direction. Approximately 62 feet wide.
- Few overhead utilities and overhanging streetlamps. No trees or other overhead obstructions.
- Bike lanes on edge of roadway in each direction. Sidewalks on both sides of street. Business (non-residential) district. Drilling in the street may require the closure of one lane.
- Medium to heavy traffic was observed midday.

#### **Pennsylvania Avenue; 6<sup>th</sup> Street to 1<sup>st</sup> Street**

- Approximately 2,800 linear feet in length.
- Paved road with one lane in each direction. Approximately 45 feet wide.
- Few overhead utilities, trees, and overhanging streetlamps.
- Businesses and vacant land on the east side of road. Vacant land on west side of road.
- Approximately 150-foot-wide freeway overpass located approximately 700 feet south of intersection of 6<sup>th</sup> Street and Pennsylvania Avenue.
- The approximately 60-foot-wide train crossing zone is located approximately 170 feet south of the freeway overpass.
- Wide shoulder along the majority of street potentially suitable for drilling. Drilling in the street will require the closure of one lane.
- Medium traffic was observed midday.



**1<sup>st</sup> Street: Pennsylvania Avenue to 800 Feet East of Intersection**

- Approximately 800 linear feet in length.
- Paved road with 2 lanes in each direction and raised center median. Approximately 60 feet wide.
- No overhead utilities. Sparse trees and overhanging streetlamps.
- Wide shoulder along some portions of street potentially suitable for drilling. Drilling in the street will require the closure of one lane.
- Medium to heavy traffic was observed midday.



**Photo No. 1:** This photo shows the conditions of 6<sup>th</sup> St. between Chestnut Ave. & Pennsylvania Ave. facing northeast.



**Photo No. 2:** This photo shows the conditions on Pennsylvania Ave. from 6<sup>th</sup> St. facing southwest.







**Photo No. 3:** This photo shows the freeway overpass facing south.



**Photo No. 4:** This photo shows the train crossing zone facing south.





**Photo No. 5:** This photo shows the conditions of Pennsylvania Ave. from 1<sup>st</sup> Street facing north.



**Photo No. 6:** This photo shows the conditions of 1<sup>st</sup> St. from the earthen channel facing west.





*Photo No. 7: This photo shows the conditions of the earthen channel facing southeast.*

### **Geology**

The alignment is mostly underlain by older surficial sediments consisting of alluvial sand and gravel of plutonic and gneissic detritus from the nearby San Bernardino mountains. The entire alignment has segments located on or within a half mile of 2 other alluvial units, both contain sand and gravel, clay from flood plains and stream channels may be present.

### **Groundwater**

Groundwater data was reviewed for several locations near the proposed alignment. The shallowest reported groundwater is approximately 100 feet bgs at a location near the I-10 and Hwy 79 connection approximately 4,200 feet west of the alignment. Shallower perched groundwater may be encountered locally, particularly at bedrock contacts.

## **PROJECT APPROACH / SCOPE OF WORK**

Our scope of work will include the following tasks.



### **Task 1: Project Set-up**

As part of the project set-up, our staff will conduct the following.

- Conduct a site reconnaissance and stake/mark the boring locations along the pipe alignment so drill rig access to all the locations is available.
- **Obtain a no-fee encroachment permit from the City of Beaumont. We understand the City will obtain permit to drill within Caltrans and UPRR right-of-way. Converse will assist in filling out the paperwork.**
- Notify Underground Service Alert (USA) at least 48 hours prior to drilling to clear the boring locations of any conflict with existing underground utilities.

### **Task 2: Subsurface Exploration**

In general, traffic control during our field investigation will be conducted along the proposed alignment using signs, cones, and an arrow board in accordance with the WATCH manual.

Our surface investigation will include drilling exploratory borings. The purpose of the borings will be to:

- Obtain subsurface information along the pipe alignment.
- Collect undisturbed and bulk samples of the various soil types for laboratory testing.

As indicated in the RFP, we plan to drill a total of 6 borings. Based on the existing profile, depth to pipe invert will range from 25.0 to 35.0 feet below existing ground surface. We plan to drill the borings between 25.0 and 50.0 feet below existing ground surface or to refusal, whichever is shallower.

The borings will be drilled with a truck-mounted rig (CME 75 or equivalent) equipped with 8-inch diameter hollow stem augers for soils sampling. Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at 5-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4-inch inside diameter and 3.0-inch outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for each 6 inches of penetration will be shown on the boring log. The soil will be retained in brass rings (2.4 inches in diameter and 1.0 inch in height) and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags from various depths and within a 5-foot zone of the pipe elevation. Groundwater levels, where encountered in the borings, will be recorded.



The borings will be backfilled with soil/cement cuttings and compacted by pushing down with augers using the drill rig weight. The upper 1-foot will be filled with quick cement and the surface sprayed with black dye. If construction is delayed, the surface may settle over time. We recommend the owner monitor the boring site and backfill any settlement or depression that might occur, or provide fencing around the area of the boring locations to prevent trip and fall injuries from occurring near the area of any potential settlement.

### **Task 3: Laboratory Testing**

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

- In-place moisture and density.
- R-value
- Expansion Index
- Soils Corrosivity.
- Atterberg Limits
- Sieve analysis.
- Laboratory maximum density.
- Direct shear.

### **Task 4: Engineering Analyses and Geotechnical Report**

Data obtained from the exploratory borings and laboratory testing program will be evaluated to prepare a report which will include the following.

- Project description.
- Present condition of the street along the storm drain alignment.
- Logs of the exploratory borings.
- Depth of groundwater and bedrock, if encountered.
- Existing pavement structural section at the boring locations.
- Discussion on the laboratory test results including soils corrosivity.
- Local Geology and faulting.
- Seismic parameters based on 2022 California Building Code.
- Liquefaction potential along the SD alignment based on available information.
- Allowable soils bearing pressures.
- Allowable at-rest, active, passive and seismic lateral earth pressures.
- Settlement estimates.
- Soils parameters for bore and jack design.
- RCP pipe bedding recommendation in accordance with RCFCD/City of Beaumont.
- Excavatability of the soils along the storm drain alignment and at the jacking and receiving pits.
- Jacking and receiving pits backfilling recommendations.
- Stability of temporary trench excavation.
- Shoring design and construction recommendations.
- Suitability of excavated materials for use as bedding and backfill.



- Pipe subgrade preparation recommendation.
- Trench backfill recommendation.
- Basin slope stability evaluation and construction recommendations.
- Asphalt concrete pavement section based on traffic indices provided by the City of Beaumont.
- Street subgrade preparation recommendations.
- Aggregate base and asphalt concrete placement recommendations.

### SCHEDULE / DELIVERABLES

We will initiate our scope of work as soon as notice to proceed is received. The field exploration will be conducted within approximately one week after receipt of all required permits, although subject to driller availability, weather, and other factors beyond Converse’s control. 1-1/2 days will be required to complete the geotechnical investigation

One electronic PDF of the draft copy will be issued within 8 weeks after completion of the fieldwork. After review comments are received, one electronic PDF copy of the final report will be issued within 2 weeks. The report will be signed by a registered engineering geologist and a geotechnical engineer. If requested, we will issue a hard copy of the report.

### FEE ESTIMATE

Our consulting services will be provided in accordance with the *Schedule of Fees and General Conditions*, copies of which are attached and form a part of this proposal.

Task No. and Description	Cost
Task 1: Project Set-up	\$2,050.00
Task 2: Subsurface Exploration	\$3,055.00
Task 4: Laboratory Testing	\$6,720.00
Task 5: Engineering Analyses and Geotechnical Report	\$9,400.00
Permit Fees from the Caltrans	\$1,500.00
Drill Rig Rental (Prevailing Wage- Quote No. 8721)	\$7,682.00
Traffic Control (1-1/2 days @ \$2,200/day)	\$3,300.00
<b>Total Cost</b>	<b>\$33,707.00</b>

Our cost is based on the following assumptions.

- All fieldwork will be done in one mobilization during normal weekday working hours.
- 1-1/2 days will be required to complete drilling.
- Access to the storm drain alignment will be available during normal weekday working hours at no additional cost to us.
- Permits from all agencies will be provided to us by the City at NO additional cost to Converse.



- No traffic control plan will be required for the geotechnical investigation.
- Traffic Control (if required) will be in accordance with the WATCH MANUAL.
- We understand that only the driller's work will be subject to prevailing wage as defined in Labor Code Sections 1770-1780.

The cost estimate and scope of services do not include environmental study of soil and groundwater and any inspection and/or testing services during construction. We will submit our invoices on a monthly basis in accordance with the attached *Schedule of Fees* and *General Conditions*.

### CLOSURE

During the course of this work, we will carry insurance as required by the contract. Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

This proposal will expire 60 days from its issuance, if not accepted at that time. Our billing rates are reviewed at the beginning of each year and are subject to adjustment.

Please sign 2 copies of the Authorization and Agreement Block at the end of this proposal. Retain one copy of this proposal for your files and return one signed copy to this office to formally authorize our services.

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

If you should have any questions, or if we can provide any additional assistance, please call the undersigned at 909-474-2847. We appreciate the opportunity to assist you on this important project.

### CONVERSE CONSULTANTS



Hashmi Quazi, PhD, PE, GE  
Principal Engineer/Regional Manager

Encl: *Schedule of Fees, and General Conditions*  
Dist: 1/Addressee (e-mail)  
HSQ/kvg



**REVISED PROPOSAL TO PREPARE A GEOTECHNICAL INVESTIGATION**  
**Beaumont Master Drainage Plan Line 2, Stage 1 Storm Drain Project**  
 Approximately 5,000 Linear Feet of 69-inch Diameter Reinforced Concrete Pipe (RCP)  
 City of Beaumont, Riverside County, California  
 Converse Project No. 21-81-222-00 (01)

ACCEPTANCE OF AGREEMENT AND AUTHORIZATION TO PROCEED <sup>3</sup>	
<i>Firm Name:</i>	<i>(Client)<sup>1</sup></i>
<i>By:</i>	<i>(Print Name)</i>
	<i>(Signature)</i>
<i>Title:</i>	<i>Date:</i>
<i>Telephone No. (    )</i>	<i>Email:</i>
<i>P.O. No./Billing Instructions<sup>2</sup>:</i>	

- 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 Converse has been informed by the Client that this is not a prevailing wage project for geotechnical services as determined by local Labor Code Sections 1770-1780.





# Appendix

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**CONVERSE CONSULTANTS**  
**Non-Prevailing Wage Schedule of Fees**  
**Geotechnical 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, 2023.

**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) .....	\$85
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant).....	85
Construction Inspector/Technician (skidmore, pull testing, torque testing, Schmidt hammer, and pachometer).....	90
Coring Technician .....	90
Soils Technician (soil, base, asphalt concrete, and moisture emission testing) .....	80
Senior Soils Technician.....	90
Sample Pick-Up .....	50

**Professional Services (field and office)**

Staff Professional .....	\$135
Senior Staff Professional.....	145
Project Professional .....	155
Project Manager.....	170
Senior Professional.....	170
Principal Professional.....	210
Principal/Consultant .....	235

**Laboratory Testing**

Laboratory Technician.....	Per Test
(See Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	
Laboratory Supervisor.....	\$90

**Office Support**

Clerical/Word Processing .....	\$80
Drafting.....	85
CAD Operator/Drafting Manager.....	90

An overtime charge of 50 percent of the above hourly rates (excluding Professional Services) will be added for time in excess of eight hours per day and for all time on Saturdays, Sundays and holidays. An overtime charge of 100 percent of the above hourly rates (excluding Professional Services) will be charged on Sunday if hours worked were seven continuous eight hours per day in one work week, not counting paid time off within the week. 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 the current IRS mileage rate 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, 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. Furthermore, 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.

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.....	20.00
Engineering Classification, ASTM D2487 .....	25.00
Moisture Content and Dry (bulk) Density, ASTM D2216 and D2937 .....	25.00
Moisture Content, ASTM D2216 .....	20.00
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 .....	100.00
Coarse, retained on #4 sieve, ASTM C127 .....	100.00
Sand Equivalent Test, ASTM D2419.....	120.00
Double Hydrometer Dispersion, ASTM D4221 .....	150.00

**COMPACTION AND BEARING STRENGTH**

Standard Proctor Compaction, ASTM D698 or ASTM D1557	
Method A or B .....	200.00
Method C, 6" mold.....	210.00
California Impact Method, Caltrans 216 .....	220.00
R-value, ASTM D2844 and CTM301.....	270.00
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 .....	220.00
Consolidated, Drained, fine grained soil, ASTM D3080 .....	260.00
Consolidated, Undrained, fine grained soil.....	220.00
Residual Strength, per cycle .....	70.00
Remolded Specimens .....	70.00

**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 .....	250.00
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.....	95.00
Ring Sample, Air Dried .....	95.00
Remolded Sample.....	70.00
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.....	100.00

**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, 2023.

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, 2023.

**AGGREGATES**

Moisture Content, ASTM D2216 .....	20.00
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 .....	100.00
Fine Aggregate, ASTM C128 .....	100.00
Unit Weight per Cubic Foot, ASTM C29 .....	75.00
Soundness, Sodium or Magnesium, ASTM C88, each .....	550.00
Potential Alkali Reactivity, ASTM D289 .....	700.00
Freeze Thaw Soundness .....	175.00
Los Angeles Abrasion, per class, ASTM C131, C535 .....	375.00
Sand Equivalent, ASTM D2419 .....	180.00
Lightweight Particles, ASTM C123, each .....	300.00
Clay Lumps & Friable Particles, ASTM C142, each .....	290.00
Stripping Test, ASTM D1664, each .....	85.00
Organic Impurities, ASTM C40 .....	140.00
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 .....	45.00
Lightweight Concrete	
Compression .....	45.00
Unit Weight .....	45.00
Specimen Preparation, Trimming or Coring, each .....	60.00
Bond Strength, ASTM C321	
Prepared by Converse .....	250.00
Prepared by Others .....	150.00
Core Compression Test, ASTM C12, each .....	80.00
Flexure Test, 6"x6" Beams, ASTM C78, each .....	130.00
Modulus of Elasticity, Static, ASTM C469, each .....	275.00
Length Change, ASTM C157, 3 bars, 5 readings each, up to 26 days .....	550.00
Splitting Tensile, 6"x12" Cylinders, each .....	110.00
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 .....	105.00
Absorption, each .....	85.00
Compression, each .....	85.00
Shrinkage, ASTM C426, each .....	250.00
Net Area and Volume, each .....	25.00
Masonry Blocks, per set of 9 .....	1,500.00
Masonry Core Compression, each .....	125.00
Masonry Core Shear, each .....	180.00
Masonry Core Trimming, each .....	150.00
Compression Test, grouted prisms, 8"x8"x16", each .....	250.00
Compression Test, grouted prisms, 12"x16"x16", each .....	425.00
Compression Test	
2"x4" Mortar Cylinder, each .....	45.00
3"x6" Grout Prisms, each .....	45.00
2" Cubes, ASTM C109, each .....	45.00
Cast by Others .....	45.00
Mortar or Grout Mix Designs .....	By Quote

**FIREPROOFING TESTS**

Oven Dry Density, per sample .....	70.00
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**MOISTURE EMISSION TEST**

Moisture Emission Test Kit .....	80.00
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**ASPHALTIC CONCRETE**

Stability, Flow, and Unit Weight, ASTM D6927 .....	500.00
Marshall ASTM D1559, ASTM D2726 .....	450.00
Measured Maximum Specific Gravity of Mix, ASTM D2041, Rice Method, each .....	350.00
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 .....	455.00
Extraction of Rubberized Asphalt & Gradation, each .....	350.00
Specific Gravity, ASTM D2726 or ASTM D1188	
Uncoated .....	95.00
Coated .....	125.00
Immersion-Compression .....	650.00
Particle Coating, ASTM D2489 .....	95.00
Stripping, ASTM D1664 .....	85.00
Moisture or Volatile Distillates in Paving Mixtures, or Materials Containing Petroleum Products or By-Products .....	350.00
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 .....	400.00
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 .....	140.00
Tensile Test, Welded #9 Bar or Smaller, each .....	140.00
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 .....	210.00
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 .....	130.00
Over 100,000 lbs., each .....	140.00
Wedge Tensile Test, A325 Bolts	
Under 100,000 lbs., each .....	160.00
Tensile Test, Anchor Bolts, tested with displacement transducers, each .....	300.00
Nut Hardness, Proof & Cone Proof Load Test, each .....	60.00
Washer Hardness, each .....	50.00
A325 or A490, Bolt Hardness Only, each .....	50.00
Bolt A325 or A490 Wedge Tensile	
Under 100,000 lbs. & Hardness, each .....	130.00
Over 100,000 lbs. & Hardness, each .....	170.00
Bolt, Nut & Washer, all tests per set with bolts	
Under 100,000 lbs. ....	400.00
Over 100,000 lbs. ....	500.00

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 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/25/2024

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

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

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> WTW Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>E-MAIL ADDRESS:</b> certificates@wtwco.com		<b>FAX (A/C, No):</b> 1-888-467-2378													
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**COVERAGES**

CERTIFICATE NUMBER: W33308926

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		US00057823LI24A	03/31/2024	03/31/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		GGA7479210	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	GWG7479208	03/31/2024	03/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Cont. Pollution Liab.			CPL25893073	03/31/2024	03/31/2025	Per Incident: \$3,000,000 Aggregate: \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Beaumont, its elected and appointed officers, employees, agents and volunteers are included as an Additional Insureds as respects to General Liability and Auto Liability.

**CERTIFICATE HOLDER**

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

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ENDORSEMENT #**

This endorsement, effective 12:01 a.m., , forms a part of

Policy No. issued to EXP U.S. Services, Inc.  
#GGA7479210  
by

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**XL PLUS BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COVERAGE DESCRIPTION

- A. Temporary Substitute Auto Physical Damage**
- B. Who Is An Insured**
  - 1. Broad Form Insured
  - 2. Employees As Insureds
  - 3. Additional Insured By Contract, Agreement or Permit
  - 4. Employee Hired Autos
- C. Supplementary Payments**
- D. Amended Fellow Employee Exclusion**
- E. Physical Damage Coverage**
  - 1. Rental Reimbursement
  - 2. Extra Expense – Broadened Coverage
  - 3. Personal Effects Coverage
  - 4. Lease Gap
  - 5. Glass Repair – Waiver Of Deductible
- F. Physical Damage Coverage Extensions**
  - 1. Additional Transportation Expense
  - 2. Hired Auto Physical Damage
- G. Business Auto Conditions**
  - 1. Notice Of Occurrence
  - 2. Waiver Of Subrogation
  - 3. Unintentional Failure To Disclose Hazards
  - 4. Primary Insurance
- H. Bodily Injury Redefined**
- I. Extended Cancellation Condition**



**A. Temporary Substitute Auto Physical Damage**

**SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** is changed by adding the following:

If Physical Damage coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage coverage:

1. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

**B. Who Is An Insured**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is changed by adding the following:

**1. Broad Form Insured**

For any covered "auto", any subsidiary, affiliate or organization, other than a partnership or joint venture, as may now exist or hereafter be constituted over which you assume active management or maintain ownership or majority interest, provided that you notify us within ninety (90) days from the date that any such subsidiary or affiliate is acquired or formed and that there is no similar insurance available to that organization. However, coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

**2. Employees As Insureds**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow, in your business or your personal affairs.

**3. Additional Insured By Contract, Agreement Or Permit**

Any person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is provided under this policy, provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract, agreement or permit.

**4. Employee Hired Autos**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b.** is replaced with the following:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**C. Supplementary Payments**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is changed as follows:

Item (2) is deleted and replaced by the following:

- (2) Up to \$3,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Item (4) is deleted and replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**D. Amended Fellow Employee Exclusion**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee** does not apply.

The insurance provided under this Provision **D.** is excess over any other collectible insurance.

**E. Physical Damage Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage** is changed by adding the following:

**1. Rental Reimbursement**

- a.** We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- b.** We will pay only for those expenses incurred during the policy period beginning twenty-four (24) hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(1) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

(2) Thirty (30) days.

c. Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred.

(2) \$50 any one day per private passenger "auto";  
\$100 any one day per truck;  
\$1,500 any one period per private passenger "auto";  
\$3,000 any one period per truck; or  
Higher limits if shown elsewhere in this policy.

d. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

## 2. Extra Expense – Broadened Coverage

We will pay for the expense of returning a stolen covered "auto" to you.

## 3. Personal Effects Coverage

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for "personal effects" stolen from the "auto".

As used in this endorsement, "personal effects" means tangible property that is worn or carried by an "insured". "Personal effects" does not include tools, jewelry, money or securities.

## 4. Lease Gap

In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. The amount paid under the Physical Damage Coverage Section of the policy; and

b. Any:

(1) Overdue lease/loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchases with the loan or lease; and

(5) Carry-over balances from previous loans or leases.

**5. Glass Repair – Waiver Of Deductible**

No deductible applies to glass damage if the glass is repaired rather than replaced.

**F. Physical Damage Coverage Extensions**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by the following:

**1. Additional Transportation Expense**

**Sections a. and b.** are amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

**2. Hired Auto Physical Damage**

The following section is added:

Any “auto” you lease, hire, rent or borrow is deemed to be a covered “auto” for physical damage coverage. The most we will pay for each covered “auto” is the lesser of:

- (1) the actual cash value;
- (2) the cost for repair or replacement; or
- (3) \$50,000, or higher limit if shown on the Declarations for Hired Auto Physical Damage Coverage.

For each covered “auto” a deductible of \$100 for Comprehensive Coverage and \$1,000 for Collision Coverage will apply.

**G. Business Auto Conditions**

**SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions** is changed by the following:

**1. Notice Of Occurrence**

**Section 2. – Duties In The Event Of Accident, Claim, Suit Or, Loss, a.** is changed by adding the following:

If you report an injury to an “employee” to your workers’ compensation carrier and if it is subsequently determined that the injury is one to which this insurance may apply, any failure to comply with this condition will be waived if you provide us with the required notice as soon thereafter as practicable after you know or reasonably should have known that this insurance may apply.

**2. Waiver Of Subrogation**

**Section 5. Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

However, this Condition does not apply to any person(s) or organization(s) with whom you have a written contract, but only to the extent that subrogation is waived prior to the “accident” or the “loss” under such contract with that person or organization.

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions** is changed by the following:

**3. Unintentional Failure To Disclose Hazards**

The following condition is added:

Your unintentional failure to disclose all hazards as of the inception date of the policy shall not prejudice any insured with respect to the coverage afforded by this policy.

**4. Primary Insurance**

**Condition 5. Other Insurance** is changed by adding the following:

For any covered "auto" this insurance shall apply as primary and not contribute with any other insurance where such requirement is agreed in a written contract executed prior to a "loss".

**H. Bodily Injury Redefined**

**SECTION V – DEFINITIONS, C. "Bodily injury"** is replaced by the following:

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

**I. Extended Cancellation Condition**

**COMMON POLICY CONDITIONS (Form IL 00 17), A. Cancellation, 2.b.** is replaced by the following:

The greater of sixty (60) days or the time required by any applicable state amendatory endorsement before the effective date of cancellation if we cancel for any other reason.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.

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

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.	As required per written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



**Scope of Service: Professional Engineering Services for Beaumont Master Drainage Plan**

**Professional Services**  
**Ord. 1160; Chapter 3.02**

**NTE \$74,999.99 (Approval by CM)**

- Quote (submit to City Clerk's Office for next steps)
- Certificate of Insurance\*\*
- Fully Executed Agreement
- Req must be entered & PO issued prior to order being placed.

**Over \$75,000**

- Formal RFP or approved exception\*
- Interviews and selection made (submit to City Clerk's Office for next steps)
- Subcommittee review
- Certificate of Insurance\*\*
- Staff Report for City Council approval
- Fully Executed Agreement
- Req must be entered & PO issued prior to services commencing.

**Insurance Requirements for Services**

- General Liability (GL) - \$1,000,000/ \$2,000,000
- Business Auto Liability (AL) - \$1,000,000/ \$2,000,000
- Workers Comp (WC) - \$1,000,000
- Professional Liability (PI / E&O) - \$2,000,000
- Additional Insured required for GL & AL
- Waiver of Subrogation required for GL, AL & WC

**\*Approved Exception List**

- Legal Services
- Emergencies
- No competitive market
- No responses received
- Bidding already completed (Consortium)

Refer to Provisions for Bidding, Contracting and Purchases, Chapter 3.01.-Bidding Requirements  
Max 7 years: 5-year w/two 1-year renewals

Signee: \_\_\_\_\_

Will we need to send vendor a notice to Proceed after agreement is executed?

Has this gone to legal?



## Staff Report

**TO:** City Council  
**FROM:** Robert Vestal, Assistant Director of Public Works  
**DATE:** August 15, 2023  
**SUBJECT:** Second Amendment to the Professional Service Agreement with EXP U.S. Services, Inc.

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**Description** Second Amendment to the Professional Services Agreement for Engineering Services to EXP U.S. Services, Inc. for the Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project (CIP2019-019).

### **Background and Analysis:**

On March 17, 2020, City Council amended the FY19/20 Capital Improvement Project (CIP) Budget to include the Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project (Stage 1). Stage 1 was incorporated into the CIP in the amount of \$5,000,000 with the source of funds being the Riverside County Flood Control and Water Conservation District (District) via a cooperative funding agreement. On September 1, 2020, City Council approved the cooperative agreement and on September 22, 2020, the District fully executed the agreement. On December 15, 2020, City Council awarded a Professional Service Agreement (PSA) to EXP U.S. Services, Inc. (EXP) to perform preliminary and final engineering services.

On November 15, 2022, City Council approved Amendment No. 1 which modified the scope of services to include additional hydraulic analysis and extended the term of agreement to February 16, 2024.

The second amendment to the professional services agreement is proposed to accommodate increases in subconsultant fees and extend the term of agreement by one (1) year with a new termination date of February 16, 2025. No additional services are proposed. EXP and subconsultants submitted a fee rate as part of the original bid response which was good for one year. EXP and subconsultants did not request a change in fee for the first year; however, due to inflation and operating costs, the subconsultants are now requesting the fee to be adjusted.

The following is a summary of the subconsultants requesting fee increases:

<u>Subconsultant</u>	<u>Original Fee (2020)</u>	<u>Requested Fee (2023)</u>
DEA (Survey)	\$34,571.00	\$41,962.96 (+21%)
Epic (Utilities and R/W)	\$45,720.00	\$46,880.00 (+ 3%)
Converse (Geotechnical)	\$22,255.00	\$33,707.00 (+51%)

The proposed increase in fee for all three subconsultants is \$20,003.96. The second amendment proposes a new not to exceed amount of \$524,064.96 for the PSA. A summary of the allocation of funds for the original agreement and the proposed amendment is provided in the following table.

<u>Agreement Summary</u>	<u>Original Fee (2020)</u>
Original Agreement	\$442,214.00
Amendment No. 1	\$61,847.00
Amendment No. 2	\$20,003.96
Total PSA:	\$524,064.96

**Project Background and Update** – During preliminary analysis, Berkshire Channel and other downstream facilities were determined to not have enough capacity to safely convey the ultimate design flow. EXP, Riverside County Flood Control, and City staff identified the need to evaluate a possible detention basin to mitigate for downstream limitations. The evaluation took an extended time due to the considerable size needed for a basin site and the limited availability of viable parcels. The preliminary results of the evaluation indicate that the modification to Berkshire Channel and potential downstream facilities may accommodate the design flow. The District tentatively approved the approach and the project is moving forward.

EXP is finalizing the hydrology and hydraulic study with Riverside County Flood Control. Utility research and field survey have started. Once the Pennsylvania Widening project is completed, EXP's field crew can finish the survey and begin preliminary alignment design. EXP is also researching the potential for CEQA exemption. Final design is anticipated to be completed in July 2024.

**Fiscal Impact:**

The cost of preparing the staff report is estimated to be \$500. The funding for this contract amendment would be paid from the Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project (CIP2019-019) budget. Refer to following table for the accounting summary.

<b>2019-019 MDP Line 2 Project Accounting Summary</b>				
<b>Funding Summary</b>				
<b>Funding Year</b>	<b>Funding Source</b>		<b>Amount</b>	
19/20	RCFC		\$100,000	
20/21	RCFC		\$1,500,000	
21/22	RCFC		\$3,400,000	
<b>Total Project Funding =</b>			<b>\$5,000,000</b>	
<b>Budget Summary</b>				
<b>Project Component</b>	<b>Budget</b>	<b>Encumbered</b>	<b>Paid to Date</b>	<b>Remaining Budget</b>
Project Management	\$0	\$0	\$0	\$0
Preliminary Services	\$0	\$0	\$0	\$0
Environmental	\$0	\$0	\$0	\$0
Design	\$550,000	(\$504,061)	(\$84,657.17)	\$45,939
Construction	\$4,450,000	\$0.00	\$0.00	\$4,450,000
Construction Management	\$0	\$0	\$0	\$0
Permits	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0
<b>Project Summary Totals</b>	<b>\$5,000,000</b>	<b>(\$504,061)</b>	<b>(\$84,657.17)</b>	<b>\$4,495,939</b>

**Recommended Action:**

Approve a second amendment to the Professional Services Agreement with EXP U.S. Services, Inc. to extend the term for one-year and a new not-to-exceed amount of \$524,064.96.

**Attachments:**

- A. Second Amendment to the Professional Services Agreement with EXP U.S. Services, Inc.
- B. Professional Services Agreements with EXP (Original Agreement)
- C. First Amendment to the Professional Services Agreement with EXP U.S. Services, Inc.
- D. Levine Act Statement