

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective upon signature, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and The Converse Professional Group (d.b.a. Converse Consultants), a California Corporation, whose address is 717 S. Myrtle Ave., Monrovia, CA 91016 (“CONTRACTOR”).

RECITALS

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

A. CITY desires to engage CONTRACTOR to provide materials testing services for the construction phase of the City of Beaumont Mesa Lift Station Upgrade Project (CIP WW-11); and

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

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

AGREEMENT

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

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

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

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

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed Seventeen Thousand, Five Hundred and Ten Dollars (\$17,510).

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

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

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

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

5. Obligations of CONTRACTOR.

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

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR

shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

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

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

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

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

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

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

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

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

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health

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

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

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

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

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

7. General Conditions pertaining to Insurance Coverage

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

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

7.03. All required policies shall be issued by a highly rated insurer with a minimum

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

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

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

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

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

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

All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

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

8A. Indemnification Design Professionals.

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

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

10.02 In the event of termination, the payment of monies due CONTRACTOR for

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

11. Status of CONTRACTOR.

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

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

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

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

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

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

13. Miscellaneous Provisions.

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

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

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

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

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

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does

exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

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

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

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of October __, 2024.

CITY:

CITY OF BEAUMONT

By: _____
David Finn, Mayor

CONTRACTOR:

Converse Consultants

By:  _____

Print Name: Hashmi Quazi

Title: Principal-In-Charge

ATTEST:

By: _____
Nicole Wheelwright, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

EXHIBIT "A"

PROPOSAL

(insert behind this page)



Converse Consultants

Geotechnical Engineering
Environmental & Groundwater Science
Inspection & Testing Services



PROPOSAL

TO PROVIDE MATERIALS TESTING SERVICES
MESA LIFT STATION UPGRADE PROJECT (CIP WW-11) (RFP #WW-MLS24-2)
CITY OF BEAUMONT, SAN BERNARDINO COUNTY, CALIFORNIA

CONVERSE PROJECT No. 24-81-263-00 (3/400)

Presented To:
CITY OF BEAUMONT
550 East 6th Street
Beaumont, CA 92223

Presented By:
CONVERSE CONSULTANTS
2021 Rancho Drive, Suite 1
Redlands, CA 92373



September 16, 2024



Converse Consultants

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

September 16, 2024

Mr. Kenyon Potter
Principal Engineer
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Subject: **PROPOSAL TO PROVIDE MATERIALS TESTING SERVICES**
Mesa Lift Station Upgrade Project (CIP WW-11) (RFP #WW-MLS24-2)
12940 Potrero Boulevard
City of Beaumont, San Bernardino County, California
Converse Project No. 24-81-263-00 (30/40)

Dear Mr. Potter:

Converse Consultants (Converse) appreciates the opportunity to submit our Proposal to provide materials testing services which will be a required during construction of the above referenced project.

In preparation of this proposal, we performed the following.

- Reviewed the City of Beaumont's (City) Request for Proposal #WWMLS24-2 for Material Testing Services for the Mesa Lift Station Upgrade Project (WW-11).
- Reviewed Geotechnical Investigation Report for Mesa Lift Station Upgrades provided by Converse on June 23, 2022.
- Discussed the project scope with you over the phone on September 12, 2024.

Converse understands the project involves the City building a large concrete basin for emergency storage of wastewater located at the Mesa Lift Station, 12940 Potrero Blvd., Beaumont, CA. The scope of services for the project will include the following.

- Perform soil compaction testing and related services.
- Perform inspection of concrete formwork and reinforcing.
- Perform testing of ready-mix concrete for slump and strength by taking 6-inch x 12-inch diameter cylinders.

We understand the initial period of the contract is for one year, with a one-year extension as approved by the Beaumont City Council. The basin is estimated to have a construction duration of 90 days.

Our Project Director and the individual authorized to negotiate and sign a contract on behalf of Converse is Hashmi Quazi. He is a registered civil and geotechnical engineer with over 37 years of experience in Southern California. His contact information is provided in the required information shown below.

Hashmi Quazi, PhD, PE, GE, Principal-In-Charge | Project Director
2021 Rancho Drive, Suite 1
Redlands, California 92373
Office: 909-474-2847 | Cell: 951-264-3286 | Email: hquazi@converseconsultants.com

Converse is proposing and will perform all services under this RFP. We will provide quality assurance services related to soils inspection and compaction and specialty inspection of concrete, etc. Our services will be provided in accordance with project contract documents and applicable ICC, CBC, ASTM, ACI, AASHTO and AWS standards, codes, city ordinances, etc.

We have over 35 professional and technical staff, available to service your projects, including in-house State of California licensed geotechnical engineers, engineering geologists, environmental scientists, special inspectors, laboratory and field technicians, drafting/CAD specialists, and other support personnel specialized in their respective fields.

Our laboratory in our Redlands office can perform geotechnical materials tests that will be required for your projects. In addition, we have full-service laboratories in our Monrovia and Palm Desert offices who can perform all required testing. These laboratories are approved by various certifying agencies, including California Department of Transportation (Caltrans), Division of the State Architect (DSA), Concrete and Cement Reference Laboratory (CCRL) and American Association of State Highway and Transportation Offices (AASHTO). They are supervised by a registered civil engineer to ensure quality control and are available 24 hours a day.

Converse will:

- Have a licensed civil/geotechnical engineer in responsible charge of all work as directed which may include quality assurance of field and laboratory work, certifying materials test result, both laboratory and field comply with project specifications, reports of investigation or construction summaries, providing recommendations.
- Provide field and laboratory technicians with certification issued by ACI, ICC, NICET, Caltrans and/or AASHTO to perform the respective field observations, sampling and test methods utilized.
- Converse's DIR No. is 100001465 with an expiration date of 06/30/2026.

We have reviewed and understand all elements of the RFP. Converse is willing to enter into a contract as described in the Professional Services Agreement of the RFP.

Please feel free to contact Dr. Quazi, an officer authorized to sign and bind this proposal at 909-474-2847 if you have any questions or wish to discuss this proposal in detail. We appreciate the opportunity to be of service to City of Beaumont.

CONVERSE CONSULTANTS



Hashmi Quazi, PhD, PE, GE
Principal-In-Charge / Project Director



B. INTRODUCTION / INFORMATION

Our Project Director and the individual authorized to negotiate and sign a contract on behalf of Converse is Hashmi Quazi. He is a registered civil and geotechnical engineer with over 37 years of experience in Southern California. His contact information is provided in the required information shown below.

Hashmi Quazi, PhD, PE, GE, Principal-In-Charge | Project Director
2021 Rancho Drive, Suite 1
Redlands, California 92373

Office: 909-474-2847 | Cell: 951-264-3286 | Email: hquazi@converseconsultants.com

Converse understands the City's needs for the Mesa Lift Station Upgrade Project and are able to provide the services required.

Project Understanding

Converse understands the project involves the City building a large concrete basin for emergency storage of wastewater located at the Mesa Lift Station, 12940 Potrero Blvd., Beaumont, CA. The scope of services for the project will include the following.

- Perform soil compaction testing and related services.
- Perform inspection of concrete formwork and reinforcing.
- Perform testing of ready-mix concrete for slump and strength by taking 6-inch x 12-inch diameter cylinders.

We understand the initial period of the contract is for one year, with a one-year extension as approved by the Beaumont City Council. The basin is estimated to have a construction duration of 90 days.

Accomplish Scope of Services

Converse has the personnel and ability to accomplish the scope of services for this RFP. Below is a description of the quality control, budget control and ability to meet project schedules.

Techniques for Quality Control of Project Documents

Our internal Quality Controls for project documents and Project Management procedures have been developed over several decades. We continually learn and improve from both our success and our challenges. We reinforce communication, tracking of time expenditures, and a tiered review system. For every project, our quality control starts at the inception. A technical memo is prepared by the designated project manager before the start of a project. The memo highlights our scope of work, schedule and budget. All documents are prepared under the supervision of the designated project manager. The final document is reviewed by the project principal-in-charge. Our laboratories are supervised by a registered civil engineer. All deliverables are reviewed by a Principal Professional.

Quality Control

Quality control (Q/C) includes the operation and activities necessary to make the quality of the product what it should be. QC applies to all aspects of Converse practice. This includes corporate management, field investigation procedures and practice, geotechnical analyses,



design, report, laboratory testing and construction inspection and testing. As part of our QC on a project, we will conduct the following.

- Match the qualifications and experience of the staff before they are assigned to the project.
- Conduct an in-house project kick-off meeting to go over the project plan and specification with our team members.
- Establish chain of command and reporting protocol among the team members.
- Review daily field reports for non-compliance and corrective action.
- Review laboratory test results prior to issuing to the team members.

Our engineering staff is provided with regular training sessions to review the codes and regulations by which our services are governed. These training sessions serve as refreshers for experienced staff and continuing education for younger engineers.

Our Technician Training and Competency Review Policy and Procedures require that each technician, regardless of their Converse personnel classification or outside agency certifications, will have one of the following training status classifications for each test they perform: Trained with Current Competency Verification (V), Trained with Competency Verification Holding (H), Trainee (T), or not qualified. The staff assigned to perform a test will be properly trained with current competency verification for the testing task to which they are assigned.

Converse laboratories strive to meet and exceed industry standards. Participating in sample test reference programs for soils, fine aggregates, coarse aggregates and bituminous materials, Converse's laboratories carry the certifications required by local agencies and the industry. CCRL performs periodic inspections of Converse and AMRL distributes and evaluates the results of proficiency test samples. Their inspections verify compliance of our Quality Control Manual (QMC) to the ASTM standards, verify our compliance with the policies and procedures contained in the QCM, equipment with the ASTM standard testing procedures, and our technicians in performance of tests in accordance with the standard testing procedures.

As a result of these AMRL and CCRL services and the compliance of Converse with their standards, Converse is accredited by the Cement and Concrete Reference Laboratory (CCRL), Caltrans, and the Division of the State Architect (DSA). Converse is accredited in Portland Cement Concrete, Portland Cement Concrete Aggregates, Soils, Bituminous Concrete, Bituminous Concrete Aggregates, Masonry Products, and inspection services.

Each piece of field and laboratory testing equipment is listed on an *Equipment Inventory Log* and assigned an equipment number. For each piece of equipment, an *Equipment Calibration Record* form is completed, and the calibration record maintained. The *Equipment Inventory Log* and *Equipment Calibration Record* forms are maintained in a master file located in the laboratory manager's office.

Ability to Maintain Schedules

Schedule maintenance for materials testing and inspection projects is a matter of technical expertise, availability of qualified personnel, and internal quality controls. Our field staff and



contract managers understand the necessity of proceeding on schedule through construction projects. To maximize our efficiency, we typically dispatch field technicians with multiple relevant certifications. Depending on the sequencing of construction activities, one person can observe and test several items in one day on each site or between sites. In addition, our certified laboratories are available 24 hours a day, 7 days a week to accommodate fluctuations in testing needs. Typical turnaround time for lab results is 48 hours, or when due.

Budget Control

During the course of the project, our project manager will monitor the amount of work performed and budget expended on a weekly basis. He will update the budget tracking sheet and keep the City's representative informed of the budget status. The project manager will identify the disposition of any requests for work that falls outside of our initial scope of work and budget. He will seek the City's representative before providing the services. If more testing is requested than initially planned or if the contractor is behind in his schedule, we will meet with the City's representative to discuss how we can be modified our scope to meet the budget.

Ability to Provide Superior Service and Multiple Project Coordination

Our staff consists of roughly 50 technical personnel between our 3 Southern California offices. We are able to staff large multi-phased projects with the right people for each task. Whenever possible, we will assign field technicians who can perform multiple tests in one site visit. Our project managers and field service coordinator be available to our clients at extended hours for urgent dispatch requests and consultations.

Administrative

Converse administrative staff include office billing personnel and project professionals. The billing personnel follow the guidelines in the contract with regard to the format of the invoice and date due. Each invoice is supported by daily field reports, which indicate the work performed, associated test results, and time charged. These daily reports are signed by the City's approved field representatives. These procedures reduce the potential for disputes related to our administrative staff services.

Our project professionals will include the individuals who are listed in this proposal. Their charges will include time for preparing and reviewing reports, attending meetings at your request, and providing as-needed consultation.

Firm Contact Information

Converse Consultants
Hashmi Quazi, PhD, PE, GE, Principal-In-Charge | Project Director
2021 Rancho Drive, Suite 1, Redlands, California 92373
Office: 909-474-2847 | Cell: 951-264-3286 | Email: hquazi@converseconsultants.com

Sub-Consultants

Converse can provide all materials testing services required for this project so we will not use the services of any sub-consultants.





C. APPROACH

Our designated Project Manager, Jim Cunneen, will be the single point of contact with the City of Beaumont staff, officials and the public to facilitate successful delivery of the assigned tests. Before the project starts Mr. Cunneen will prepare 2 memos.

The first memo will list the contact information and their role on the project. This will be issued to the City, so they can reach out to the right individual depending on the needs and situation.

The second memo will list the technical requirements of the project for our internal staff use.

These two processes have helped us in delivering a project within schedule and budget.



D. FIRM PROFILE

Converse was established in 1946 to provide professional services in the fields of geotechnical engineering, engineering geology, groundwater sciences, environmental sciences, and soil and materials testing and inspection.

Number of Personnel: 170 nationwide

Years in Business: 78

Organizational Structure: Corporation

We are an employee-owned corporation, with 9 offices and more than 170 employees throughout the United States – California (Monrovia, Redlands, Costa Mesa, Palm Desert and Palmdale), Nevada (Las Vegas, Reno, and Elko), and Pennsylvania.

Converse Consultants (Converse) has the relevant qualifications and experience working on similar projects throughout Southern California. Our staff is familiar with the guidelines for inspection and testing of construction material. They possess the required registration/certification to render services related to their expertise. Because of our large pool of in-house staff, we can service multiple projects and still comply with your schedule.

We have an in-house laboratory within our Redlands office, and we have similar facilities in our Monrovia and Palm Desert offices. Our laboratories are certified by Caltrans and the Division of State Architects (DSA). We participate in the AMRL, CCRL and Caltrans proficiency samples testing program, which enable us to maintain the quality of our laboratory testing. A registered civil engineer supervises each lab to ensure all our equipment is calibrated regularly, and quality control is available 24/7. Whatever the challenge, Converse can meet all your geotechnical and materials testing needs.

Types of Services Offered

Our clients include public agencies and the private sector in the fields of transportation, water/wastewater, educational, residential, commercial, industrial, health care and other market segments. Our services include the following.

- Geotechnical Engineering
- Shallow and Deep Foundation Design
- Geology and Fault Study
- Seismic Analysis
- Special Inspections During Construction
- Laboratory Testing of Soils & Construction Materials
- QA/QC During Grading & Post Grading
- Environmental & Hazardous Materials
- Occupational & Environmental Health & Safety
- Groundwater Resources
- Design and QA/QC Monitoring of Landfills





E. LOCATION

Converse's principal office location that will be responsible for the implementation of this project is as follows.

2021 Rancho Drive, Suite 1
Redlands, California 92373

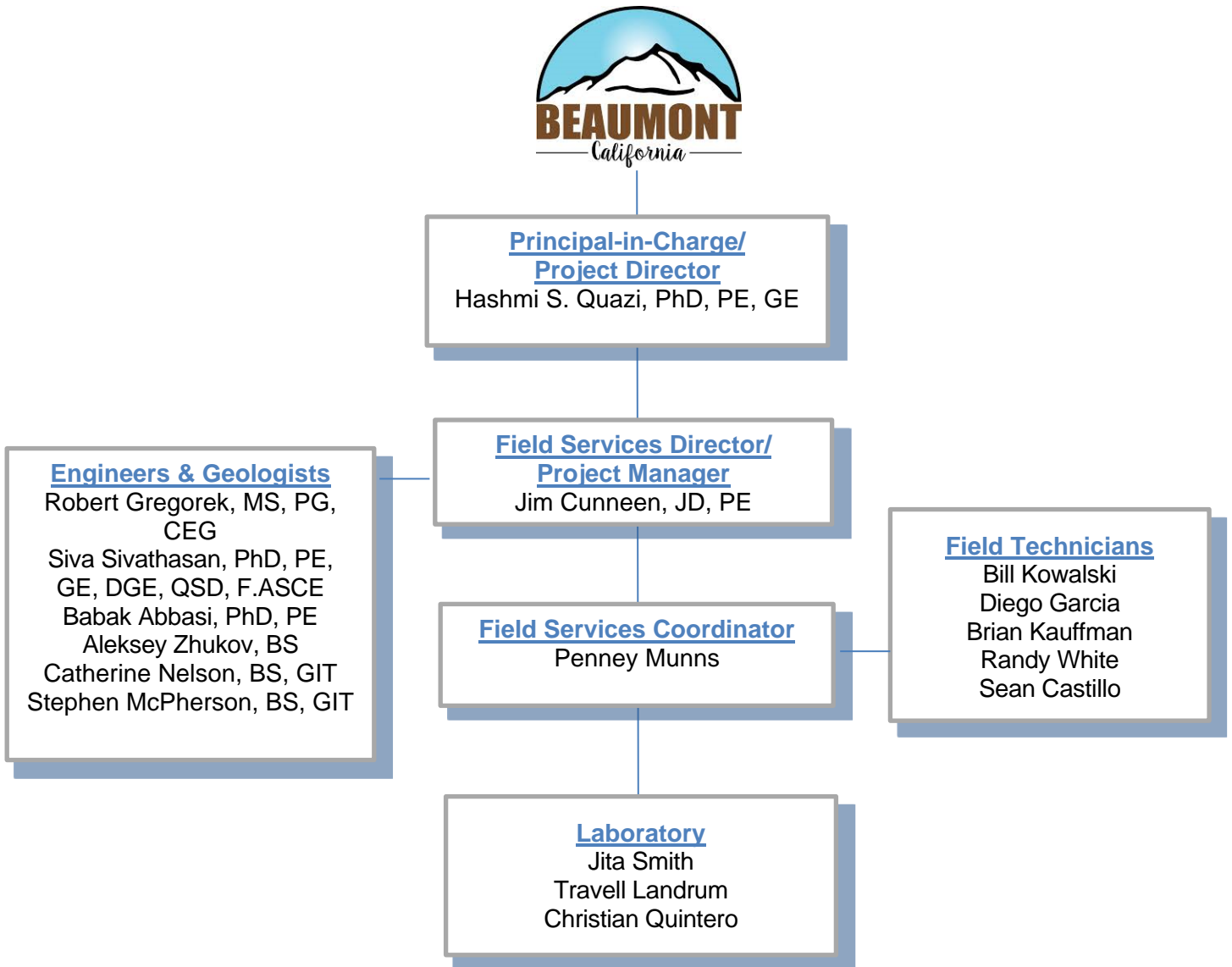


F. ORGANIZATION, KEY PERSONNEL AND RESUMES

Our organization chart, staff matrix and key personnel resumes are shown below.

Organization Chart

Our project team is illustrated in the Organization Chart below. Depending on your project needs, we will select individuals who can provide the most technically sound and cost-effective solution. Our Project Director is Hashmi Quazi, PhD, PE, GE and our Project Manager is Jim Cunneen, JC, PE.



Staff Matrix

Converse has a large pool of staff with the qualifications and experience that we will draw from depending on the project demands. The following table identifies our principal and support staff along with their duties, licenses/certifications and years of experience.

Name	Duties for Projects	Licenses/Certifications	Yrs of Exp.
ENGINEERS / GEOLOGISTS			
Hashmi Quazi	PIC/Project Director	PhD, PE, GE	37
Jim Cunneen	FSD/Project Manager	JD, PE	36
Siva Sivathasan	Principal Engineer	PhD., PE, GE, DGE, QSD, F.ASCE	30
Robert Gregorek	Senior Geologist	MS, PG, CEG	44
ENGINEERS / GEOLOGISTS			
Babak Abbasi	Project Engineer	PhD, PE	8
Catherine Nelson	Project Geologist	BS, GIT	5
Aleksey Zhukov	Staff Engineer	BS, Caltrans 105, 125, 201, 202, 205, 216, 217, 226	6
FIELD TECHNICIANS			
Bill Kowalski	Lead Field Technician	Caltrans 125, 231, 504, 518, 539, 540, 543, 556, 557, ACI Grade I, Nuclear Gauge	21
Diego Garcia	Field Technician	Caltrans 125, 504, 518, 539, 540, 556, 557, ACI Grade I, Nuclear Gauge	14
Brian Kauffman	Field Technician	Caltrans 504, 518, 539, 540, 557, ACI Grade I, Nuclear Gauge	21
Randy White	Field Technician	Caltrans 125, 231, 504, 518, 523, 539, 540, 556, 557, Nuclear Gauge	23
Sean Castillo	Field Technician	Caltrans 216, 231, Nuclear Gauge, ACI	16
LABORATORY STAFF			
Jita Smith	Lab Supervisor	Caltrans 105, 125 AGG, 201, 202, 205, 216, 217, 226, 227, 229	6
Travell Landrum	Lab Technician	Nuclear Gauge, ACI Grade I, Caltrans 125, 504, 518, 523, 539, 540, 543, 556, 557	5
Christian Quintero	Lab Technician	Nuclear Gauge, ACI Grade I, Caltrans 231, 504, 518, 539, 540, 543, 556, 557	8



The primary contacts who will be responsible for communication with the City staff, officials and the public to facilitate successful delivery of the assigned tasks are shown below and have prior experience working on similar projects. They have teamed with owner

Hashmi Quazi, PhD, PE, GE, *Principal in Charge/Project Manager*, has over 37 years of experience providing geotechnical and materials testing services. He will be the City's point-of-contact on contract matters and the overall services offered. He will be available for the duration of the contract and his duties will include the following.

- Quality Assurance/Quality Control (QA/QC) for all Converse activities.
- Technical assistance and oversight.
- Contract and budget negotiations.
- Report review.
- Attending project meetings as needed.

Jim Cunneen, JD, PE, *Field Services Director / Project Manager* has over 36 years of experience in geotechnical observation and testing and materials testing projects. He will be the point of contact for all field services. His duties for this project will include the following.

- Attend project kick-off meeting and all as-needed progress meetings
- Assign personnel to projects on an as-needed basis in coordination with your representatives
- Work with Field Services Coordinator and Lead Technician to forecast man-hours.
- Supervision of field activities and laboratory testing for projects in construction phase involving materials testing services
- Verify/approve all lab test results before issuing to the project team
- Review all field daily reports to verify compliance with the project plan and specification and prepare interim reports on project progress
- Oversee our staff to ensure our services are on schedule and within budget
- Assure that all deliverables are submitted on time
- Review, monitor, and provide general direction for our laboratory and field personnel
- Review and issue reports and invoices for submittal
- Consultation and attend as-needed project progress meetings

Key Personnel Resumes

The key personnel assigned to your project have direct experience providing services for the types of projects described in the RFP. Their resumes are provided on the following pages. Additional resumes will be provided upon request.



Hashmi Quazi, PhD, PE, GE

Principal-in-Charge / Project Director

Dr. Quazi has over 37 years of experience providing geotechnical engineering services and has earned a reputation for providing quality work in an honest and ethical manner, on time and within budget. Dr. Quazi provides quality control, budget oversight, and technical assistance on project types including lift stations, pump stations, pipelines, water treatment plants, reservoirs and other related studies.

EDUCATION

- Ph.D., Civil Engineering, University of Arizona, 1987
- M.S., Civil Engineering, Arizona State University, 1982
- B.S., Bangladesh Engineering University, 1978

REGISTRATIONS/CERTIFICATIONS

- California, Civil Engineer, #46651
- California, Geotechnical Engineer, #2517

Relevant Experience

River Road Lift Station Expansion, Jurupa Valley, CA. Principal in Charge. Provided technical oversight and budget allocation for the construction phase of the project. The River Road Lift Station located in Jurupa Valley, California expansion consisted of conduit and utility trenching as well as pavement repairs at various locations.

Van Buren Blvd. Lift Station, Riverside, CA. Principal in Charge. Provided technical oversight and budget allocation for the construction phase of the project. The Jurupa Community Services District project consisted grading modifications of vaults at lift station site and all associated work, trenching and backfilling of conduits on site between lift station and genset, approximately 69 linear feet of 8 inch PVC force main at Van Buren Blvd. and Clay Street, and excavation and demolition of existing valve vault.

Ahwahnee Lift Station, San Bernardino County, CA. Principal in Charge. Provided technical oversight and budget control during the design and construction phases. The project included installation of two 10' x 40' x 8' pre-cast concrete tanks and some miscellaneous piping, valving, and manholes construction. The concrete tanks were located about five (5) feet from the existing lift station which is approximately 17' x 20' in the plan area.

Murrieta Road Pump Station, Perris, CA. Principal in Charge. Provided technical oversight and budget control during the construction phase. The project consisted of a new booster station and related pipelines which were designed and constructed at a new location to replace the existing Murrieta Road Booster Pump Station. The booster station was a 100' x 50' masonry block wall building with a reinforced concrete floor slab supported by spread footings.

Buford Booster Pump Station, Wrightwood, CA. Principal in Charge. Provided technical oversight and budget allocation for the construction phase of the project. The project consisted of the construction of a new concrete block CMU booster pump/chemical building and 2 new generator pads at a water treatment plant.



Jim Cunneen, JD, PE

Director of Field Services / Project Manager



Mr. Cunneen has 36 years of experience of experience performing geotechnical investigations, environmental due diligence / compliance, and construction materials testing for a wide range of major earthwork and constructions projects such as bridges, roadways, pipelines, and other related project types.

Relevant Experience

Linda Vista Reservoir and Pump Station Replacement, Anaheim, California. Project Manager. Managed material

testing, inspection and prepared reports for the construction phase of the project. The 5.3-acre site was composed of two parcels. The reservoir is one of the City of Anaheim's 13 water supply reservoirs and a critical component in the City's potable water supply system as it serves both the "flatland" and hill and canyon areas of the city. Site preparation work included overexcavation and re-compaction per report recommendations. Group Delta performed the compaction / field density testing to verify compliance with the project specifications and all construction materials testing, such as concrete and reinforcing steel.

Westminster Water Storage Tank, Westminster, California. Project Manager. Managed material testing, inspection and prepared reports for the construction phase of the project. The project involved replacing a failed water tank that caused extensive damage. This project was performed on a fast-track basis to allow a rapid reconstruction schedule for the city.

Cucamonga Valley Water District Lloyd W. Michael Water Treatment Plan, Materials Testing & Inspection, Rancho Cucamonga, California. Project Manager. Managed material testing, inspection and prepared reports for the construction phase of the project. The \$40M project brought new storage capacity and two new water-quality improvement processes to the facility. The District constructed a new 30 MGD pump station, a new 6 MG water storage reservoir, new water treatment facilities and other appurtenant facilities. The project required 3 years to complete and allowed the CVWD to meet federal requirements from the Environmental Protection Agency.

Francis Street Storm Drain Project Ontario, California. Project Manager. Managed material testing, inspection and prepared reports for the construction phase of the project. The project consisted of construction of 7,500 linear feet of 18" to 120" RCP connecting to the West Cucamonga Creek Channel. Project included the construction of storm drain improvements, catch basins, reinforced concrete box, water line, the construction of street improvements, pavement removals, construction of curb and gutter, cross gutter, sidewalk, curb ramps, PCC pavement, and asphalt concrete paving. Field Technicians performed field compaction testing of storm drain trench backfill, waterline trench backfill, prepared sub grade material, Class II aggregate base rock, and asphalt concrete using properly calibrated Nuclear Gauges in accordance with ASTM D-2922.

EDUCATION

- Juris Doctor, American College of Law, Anaheim, California 2007
- BS, Civil Engineering, California State University, Long Beach 1990

REGISTRATIONS

- Civil Engineer, California No. 59444
- Registered Environmental Assessor I, California No. 06320 (Program Ceased)
- ASTM Training for Phase I ESAs



Bill Kowalski

Lead Technician

Mr. Kowalski has over 21 years of experience working as a field technician. He has performed field testing for various public works and private construction projects, including lift stations, pump stations, water pipeline, sewer pipeline, water treatment facilities, reservoirs and other related water projects.

Relevant Experience

Van Buren Lift Station, Riverside, CA. Field Technician. Performed observation, field density testing and inspection services. The Jurupa Community Services District project consisted grading modifications of vaults at lift station site and all associated work, trenching and backfilling of conduits on site between lift station and genset, approximately 69 linear feet of 8 inch PVC force main at Van Buren Blvd. and Clay Street, and excavation and demolition of existing valve vault.

Wildomar Lift Station, Wildomar Area, Riverside County, CA. Field Technician. Performed in-place density testing of compacted trench backfill. The project consisted of the construction of Wildomar Area Lift Station which consisted of approximately 1,300 linear feet of 8-inch parallel sewer line, 1,200 linear feet of 14-inch force main, pump and electrical upgrades to the B1 and B2 lift station facilities.

Murrieta Road Pump Station, Perris, CA. Field Technician. Performed observation, field density testing and inspection services. The project consisted of a new booster station and related pipelines which were designed and constructed at a new location to replace the existing Murrieta Road Booster Pump Station. The booster station was a 100' x 50' masonry block wall building with a reinforced concrete floor slab supported by spread footings.

2.5 MG Tank & Pump Station, Hesperia, CA. Field Technician. Performed compaction testing and concrete sampling and testing. The project consisted of the design and construction of a 2.5-million-gallon water tank, pump station, and associated pipelines and appurtenances located at 13500 Live Oak Street, Hesperia, CA. The proposed water tank diameter was 115 feet with a height of 30 feet and was constructed at-grade with a 4-foot-wide by 2.5-foot-deep ring wall foundation. A second future water tank is proposed with a footprint of 25 feet by 50 feet. The building was a one-story masonry block wall structure founded on shallow footings with a slab-on-grade.

CERTIFICATIONS/REGISTRATIONS

- ACI Certified Field Technician Grade I
- Nuclear Gauge Certification
- Caltrans 125- Sampling Highway, Materials & Products
- Caltrans 231- Relative Compaction, Soils & Aggregates (Nuclear)
- Caltrans 504- Air Content, Freshly Mixed Concrete, Pressure
- Caltrans 518- Density of Fresh Concrete
- Caltrans 539- Sampling Freshly Mixed Concrete
- Caltrans 540- PCC Cylinder Fabrication
- Caltrans 543 - Air Content of Freshly Mixed Concrete
- Caltrans 556- Slump of Fresh Portland Cement Concrete
- Caltrans 557- Temperature of Freshly Mixed Portland Cement Concrete



Diego Garcia

Field Technician

Mr. Garcia has 14 years of experience providing field observation and laboratory testing services. He is responsible for providing nuclear gauge density testing and field density testing of soils on various projects. He is also experienced working on a variety of projects such as street improvement, water pipelines, sewer pipelines, essential buildings and other types of project work.

Relevant Experience

River Road Lift Station Expansion, Jurupa Valley, CA. Field Technician. Performed observation and field testing for the project. The River Road Lift Station located in Jurupa Valley, California expansion consisted of conduit and utility trenching as well as pavement repairs at various locations.

Van Buren Blvd. Lift Station, Riverside, CA. Field Technician. Performed observation and field testing for the project. The Jurupa Community Services District project consisted grading modifications of vaults at lift station site and all associated work, trenching and backfilling of conduits on site between lift station and genset, approximately 69 linear feet of 8 inch PVC force main at Van Buren Blvd. and Clay Street, and excavation and demolition of existing valve vault.

Ahwahnee Lift Station, San Bernardino County, CA. Field Technician. Performed observation and field testing for the project. The project included installation of two 10' x 40' x 8' pre-cast concrete tanks and some miscellaneous piping, valving, and manholes construction. The concrete tanks were located about five (5) feet from the existing lift station which is approximately 17' x 20' in the plan area.

Murrieta Road Pump Station, Perris, CA Field Technician. Performed observation and field testing for the project. The project consisted of a new booster station and related pipelines which were designed and constructed at a new location to replace the existing Murrieta Road Booster Pump Station. The booster station was a 100' x 50' masonry block wall building with a reinforced concrete floor slab supported by spread footings.

Buford Booster Pump Station, Wrightwood, CA. Field Technician. Performed observation and field testing for the project. The project consisted of the construction of a new concrete block CMU booster pump/chemical building and 2 new generator pads at a water treatment plant.

REGISTRATIONS/CERTIFICATIONS

- ACI Concrete Field Testing – Grade I
- Nuclear Gauge Certification
- Caltrans 125- Sampling Highway, Materials & Products
- Caltrans 231 – Compaction of Soils & Aggregates
- Caltrans 504- Air Content, Freshly Mixed Concrete, Pressure
- Caltrans 518- Density of Fresh Concrete
- Caltrans 523- Method of Test for Flexural Strength of Concrete
- Caltrans 533- Ball Penetration in Fresh Portland Cement Concrete
- Caltrans 539- Sampling Freshly Mixed Concrete
- Caltrans 540- PCC Cylinder Fabrication
- Caltrans 543 - Air Content of Freshly Mixed Concrete
- Caltrans 556- Slump of Fresh Portland Cement Concrete
- Caltrans 557- Temperature of Freshly Mixed Portland Cement Concrete



G. PROJECT EXPERIENCE

Converse has provided geotechnical material testing services for lift and pump stations throughout southern for decades. Below is a list of projects for which we have provided these services and on the following pages are detailed project experience for which we provided services in the last 5 years.

- River Road Lift Station
- Diamond Regional Lift Station
- Ahwahnee Lift Station
- Bogert Trail Sewer Lift Station
- Van Buren Lift Station
- Diaz Road Lift Station
- Jurupa Comm. Service District Lift Station
- Stoney Mountain Lift Station
- Pilgram Creek Lift Station
- Murrieta Road Booster Pump Station
- Vactor Pump Station
- Steeplechase Booster Pump Station
- Kalmia Booster Pump Station
- Carancho Pump Station
- Buford Plant Pump Station
- EM-11 Pump Station
- IEUA Pump Stations
- Romoland Pump Station
- Euclid Ave. Pump Station
- Cactus Ave. Pump Station
- Marywood Pump Station
- Cannon Pump Station & Pipeline
- Simpson Pump Station
- Tenaja Pump Station
- North Bay Intake Pump Station
- Whitegates Pump Station



River Road Lift Station

PROJECT LOCATION

Jurupa Valley, CA

OWNER / CLIENT

Jurupa Community Services District
c/o Albert A. Webb Associates
3788 McCray Street
Riverside, CA 92506
Sinnaro Yos
951-320-6033

PROJECT TEAM

Hashmi Quazi, Principal-In-Charge
Diego Garcia, Field Technician



RESPONSIBILITIES

Geotechnical Observation and Material Testing and Inspection

PROJECT DURATION

September 2020 – December 2020

PROJECT DESCRIPTION

The project included the expansion of the River Road Lift Station located in Jurupa Valley, California. It consisted of conduit and utility trenching as well as pavement repairs at various locations.

SCOPE OF WORK DURING CONSTRUCTION

- Provided as needed in-place density tests of compacted trench backfill.
- Verified quality of fresh concrete and collected concrete cylinders.
- Provided laboratory testing which included Modified Proctor, compressive strength concrete cylinders, extraction and gradation of asphalt mix and Hveem density testing.
- Reviewed and analyzed the data from field and laboratory testing.
- Prepared a report to document the findings and conclusions developed during the field and laboratory activities.



Pilgram Creek Lift Station

PROJECT LOCATION

Oceanside, CA

OWNER / CLIENT

City of Oceanside
Z&K Consultants, Inc.
17130 Van Buren Blvd., 122
Riverside, California 92504
Mina Henin
951-310-7470

PROJECT TEAM

Hashmi Quazi, Principal-in-Charge
Sean Castillo, Field Technician
Bill Kowalski, Field Technician
Travell Landrum, Field Technician

RESPONSIBILITIES

Material Testing Services

PROJECT DURATION

August 2022 – July 2023

PROJECT DESCRIPTION

The project consisted of approximately 6,500 square feet of improvements to the existing sewer lift station along the north side of Douglas Drive in Oceanside, California.

SCOPE OF WORK DURING CONSTRUCTION

- Attended pre-construction meeting (Converse project manager and field technician).
- Reviewed plans and specifications provided by the client.
- Conducted testing of compaction of subgrade soil at the southwest corner of the sewer lift station pad.
- Excavated to 12.0 feet below grade surface.
- Reviewed recommendations for the wet well and valve vault given by Construction Testing and Engineering during exploration.
- Prepared a Subgrade Bottom Stabilization Report and submitted it to the client for their use.



Murrieta Road Pump Station

PROJECT LOCATION

Perris, CA

OWNER / CLIENT

Eastern Municipal Water District
2270 Trumble Road
Perris, CA 92572-8300
Greg Kowalski
951-928-3777, ext 4466

PROJECT TEAM

Hashmi Quazi, Principal in Charge
Catherine Nelson, Project Geologist
Bill Kowalski, Field Technician
Sean Castillo, Field Technician
Diego Garcia, Field Technician



RESPONSIBILITIES

Geotechnical Observation, Materials Testing & Inspection

PROJECT DURATION

May 2024 – On-going

PROJECT DESCRIPTION

The project consisted of a new booster station and related pipelines which were designed and constructed at a new location to replace the existing Murrieta Road Booster Pump Station. The booster station was a 100' x 50' masonry block wall building with a reinforced concrete floor slab supported by spread footings.

SCOPE OF WORK DURING CONSTRUCTION

- Attended kick off meeting and other required meetings.
- Provided full-time observation during site grading and take in-place density tests of compacted fill at the new site.
- Conducted full-time observation during placement of compacted backfill at the excavation after demolition of the old pump station.
- Performed in-place density test of the compacted fill.
- Conducted inspection of pipe trench bottom and bedding, slab/foundation bottoms.
- Provided compaction testing for pavement subgrade, base material and AC pavement.
- Performed modified proctor, sieve analysis, sand equivalent, expansion index, soils corrosivity and Hveem test on asphalt concrete.
- Provided project management and consultation when needed.
- Prepared and distributed to the client a grading report summarizing all observations and test results.



Buford Plant Pump Station

PROJECT LOCATION

Wrightwood, CA

OWNER / CLIENT

Golden State Water Company
160 East Via Verde, Suite 100
San Dimas, CA 91773
Dennis Ambayec
818-476-2515

PROJECT TEAM

Hashmi Quazi, Principal-In-Charge
Robert Gregorek, Senior Geologist
Diego Garcia, Field Technician



RESPONSIBILITIES

Geotechnical Observation and Material Testing and Inspection

PROJECT DURATION

September 2020 to February 2021

PROJECT DESCRIPTION

The project consisted of the construction of a new concrete block CMU booster pump/chemical building and 2 new generator pads at a water treatment plant.

SCOPE OF WORK DURING CONSTRUCTION

- Provided as needed soil compaction testing in accordance with the ASTM Standard D1556 (Sand Cone Method) or the ASTM D6938 (Nuclear Method).
- Conducted as needed concrete sampling and making concrete cylinders.
- Provided laboratory testing of maximum dry density and optimum moisture contents on soils and compressive strength testing of concrete cylinders.
- Performed rebar and forms inspection, concrete and CMU wall installation.
- Provided project management during the construction phase of the project at each site.
- Reviewed and analyzed the data from field and laboratory testing.
- Prepared a report to document the findings and conclusions developed during the field and laboratory activities.



H. REFERENCES

Our mission is to work together with our clients to provide responsive and quality services, resulting in the development of long-term relationships. The successful completion of any project involves the total satisfaction of the client. Our clients will attest to the quality and cost-effectiveness of our services. Below is a list of references including organization, contact name, title, address, telephone number and description of services provided.

Client Reference and Information	Description of Services
Greg Kowalski Principal Engineer Eastern Municipal Water District 2270 Trumble Road Perris, CA 92572-8300 951-928-3777, ext. 4466	Converse has teamed with the Eastern Municipal Water District for over 2 decades to provide geotechnical observation, materials testing and inspection services on lift stations, pump stations, water treatment, pipeline, reservoirs and other water related projects.
Scott Lynch Principal Engineer Jurupa Community Services District 11201 Harrel Street Mira Loma, CA 91752 951-685-7434	Converse has teamed with the Jurupa Community Services District for over a decade to provide geotechnical observation, materials testing and inspection services on lift stations, pump stations, pipeline, reservoirs and other water related projects.
Omar Gonzalez Project Engineer Ontario Municipal Utilities Company 1425 South Bon View Ave. Ontario, CA 91761 909-395-2578	Converse has teamed with the Ontario Municipal Utilities Company for over 2 decades to provide geotechnical observation, materials testing and inspection services on lift stations, pump stations, pipeline, reservoirs and other water related projects.



I. SCOPE OF SERVICES

Converse has decades of experience providing geotechnical material testing services throughout southern California for lift station and pump station projects. We understand the City will need material testing services for the Mesa Lift Station Upgrade. The scope of services we will provide includes the following.

Soil Compaction Testing

- 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.
- 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 calibration curves are periodically checked.
- Provide fill placement inspection and testing during construction of structure foundations and backfill of utility trenches 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, 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, Sand Equivalent, Expansion Index, and sampling.
- Prepare reports summarizing all observations and test results.



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 a 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 for 7 days and two at 28 days; retain one cylinder for possible test at 56 days.
- Monitor concrete tests results and advise for non-conforming tests.



- Perform anchor pull tests.
- Prepare reports summarizing all observations and test results.

Laboratory Testing

Laboratory tests will include the following.

- Maximum dry-density and optimum moisture contents on soils and aggregate base.
- Compressive strength tests of concrete cylinders.

Compaction Report

At the completion of each day's work, we will submit a daily report which will include the following.

- Observation made during compacted fill placement (if provided)
- Test number
- Location by station
- Approximate elevation
- Approximate material depth
- Dry density
- Percent moisture content
- Percent compaction
- Method used
- Remarks



Also, all failed tests and retests will be reported in the same table.

We will certify all compaction tests as specified in the contract documents if we provide full-time observation and testing. Otherwise, our report will be for test results only. We cannot certify areas we have not observed and tested.





J. COST PROPOSAL

Converse's Cost Proposal is provided in a separate document per the instructions of the RFP.





K. ADDITIONAL INFORMATION

Converse's does not have any additional information to provide.





L. INSURANCE / CERTIFICATION

Converse will provide the required insurance certification to the City when/ if we are chosen to enter into a contract for the services noted in the RFP.





COST PROPOSAL

TO PROVIDE MATERIALS TESTING SERVICES
MESA LIFT STATION UPGRADE PROJECT (CIP WW-11) (RFP #WW-MLS24-2)
CITY OF BEAUMONT, SAN BERNARDINO COUNTY, CALIFORNIA

CONVERSE PROJECT No. 24-81-263-00 (3/400)

Presented To:
CITY OF BEAUMONT
550 East 6th Street
Beaumont, CA 92223

Presented By:
CONVERSE CONSULTANTS
2021 Rancho Drive, Suite 1
Redlands, CA 92373





Converse Consultants

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

September 16, 2024

Mr. Kenyon Potter
Principal Engineer
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Subject: **COST PROPOSAL TO PROVIDE MATERIALS TESTING SERVICES
Mesa Lift Station Upgrade Project (CIP WW-11) (RFP #WW-MLS24-2)**
12940 Potrero Boulevard
City of Beaumont, San Bernardino County, California
Converse Project No. 24-81-263-00 (30/40)

Dear Mr. Potter:

Converse Consultants (Converse) appreciates the opportunity to submit our Cost Proposal in response to the City of Beaumont’s (City) Request for Proposal #WWMLS24-2 for Material Testing Services for the Mesa Lift Station Upgrade Project (WW-11).

Our cost for the project is provided below.

Field Services Costs

Service Type	Unit	Total Units	Unit Rate	Cost
Field Technician to take in place density and moisture tests of compacted soil (10 working days @ 4 hrs./day)	Hr.	40	\$150.00	\$6,000.00
Field Technician to take test of fresh concrete and make concrete cylinder samples (2 days @ 8 hrs./day)	Hr.	16	\$150.00	\$2,400.00
Rebar Inspection (4 hrs./week for 10 weeks)	Hr.	40	\$150.00	\$6,000.00
Sample pick-up	Hr.	8	\$65.00	\$520.00
Field Services Cost Total				\$14,920.00

Laboratory Testing Costs

Type of Tests	Number of Tests	Cost Per Test	Total Cost
Modified proctor for optimum moisture and density (soils)	2	\$190.00	\$380.00
Concrete Cylinder compression testing	8	\$45.00	\$360.00
Laboratory Testing Cost Total			\$740.00

Office Support Costs

Type of Activity	Unit	Total Units	Unit Rate	Total Cost
Office Support	Hr.	4	\$80.00	\$320.00
Project Professional	Hr.	2	\$155.00	\$310.00
QC by a Principal Engineer	Hr.	1	\$220.00	\$220.00
Close-out report	Lump Sum	1	\$1,000.00	\$1,000.00
Office Support Cost Total				\$1,850.00

Cost Summary

Item	Cost
Field Services Costs	\$14,920.00
Laboratory Testing Costs	\$740.00
Office Support Costs	\$1,850.00
TOTAL	\$17,510.00

In general, our fees are based on the following conditions and assumptions described below.

- The technician’s field hours are an estimate. It will vary depending on the contractor’s schedule and progress. We will charge only for the hours’ work performed.
- When full-time observation by a Converse representative is not required, the testing services described above will be performed on a test-results-only basis at the request of your authorized representative, who will be responsible for coordinating our services with the construction schedule. No comments regarding compaction procedures or observations will be made for test-results-only services.
- For on-call services, the test locations will be prepared and ready for testing by Converse field personnel upon their arrival at the site.
- Work will be conducted during an eight-hour day at the site. Overtime will be charged at 1.5 times the regular hourly rate.
- All requests for field service should be received by this office not less than one working day (24 hours) prior to the time the services are to be performed.
- There will be a 2-hour minimum charge in case of work cancellation after our field personnel have been dispatched.
- There may be a 2-hour minimum charge if services are cancelled within 6 hours of the scheduled call out time.
- There will be a 4-hr minimum charge for field services performed for less than 4 hours.
- The contractor and/or client will be responsible for excavating and backfilling all test locations.



- Our field representative will not direct, supervise or lay out the work of the contractor.
- Our services will not include a review of the contractor's safety measures on or near the job site.
- If any additional inspection or laboratory testing is required, it will be performed in accordance with the attached *Schedule of Fees*.
- Converse field reports will be provided to your authorized representative in the field on a daily basis as the testing is completed. The field reports will summarize test results and time charged per day, and document work performed.
- Meetings and consultations not described above, that are requested by the client, are not included in the cost summary, but will be charged on a time-and-materials basis in accordance with the attached *Schedule of Fees*.
- Should additional services be required other than those presented herein, we will discuss the matter with you. If requested, we will prepare a detailed proposal and cost estimate for such services. Additional services will not be performed without prior written authorization.
- No services will be provided prior to our signature of an agreement with you. No additional work required will be provided without written authorization and a budget amendment from your authorized representative.

Please contact Dr. Quazi if you have any questions or would like to discuss our submittal in greater detail. We appreciate the opportunity to work with the City of Beaumont.

CONVERSE CONSULTANTS



Hashmi Quazi, PhD, PE, GE
Principal-In-Charge / Project Manager

Dist.: 1/Addressee (email)
Encl: *Schedule of Fees and General Conditions*



Appendix



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, 2024.

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)	\$150
DSA Masonry Inspector	150
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	150
Coring Technician	150
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	150
Sample Pick-Up	65

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

Staff Professional	\$135
Senior Staff Professional.....	145
Project Professional	155
Project Manager.....	175
Senior Professional	175
Principal Professional.....	220
Principal Consultant	235

Laboratory Testing

Laboratory Technician.....	Per Test
(see Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	
Laboratory Supervisor.....	\$100

Office Support

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

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 the current IRS mileage rate 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.....	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.....	130.00
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, 2024.

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.

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, 2024.

AGGREGATES

Moisture Content, ASTM D2216	25.00
Particle Size Analysis	
Coarse, ASTM C136, each.....	120.00
Coarse and Fine, ASTM C136 & C137), each.....	180.00
Specific Gravity & Absorption	
Coarse Aggregate, ASTM C127	115.00
Fine Aggregate, ASTM C128	175.00
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	75.00
Bond Strength, ASTM C321	
Prepared by Converse.....	250.00
Prepared by Others	150.00
Core Compression Test, ASTM C12, each.....	120.00
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.....	30.00
Masonry Blocks, per set of 9.....	1,500.00
Masonry Core Compression, each.....	125.00
Masonry Core Shear, each.....	245.00
Masonry Core Trimming, each.....	150.00
Compression Test, grouted prisms, 8"x8"x16", each.....	300.00
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	80.00
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MOISTURE EMISSION TEST

Moisture Emission Test Kit.....	85.00
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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	300.00
Tensile Test #14 Bar, each	330.00
Rebar Coupler Tensile Test	160.00
Tensile Test, Welded #9 Bar or Smaller, each	160.00
Tensile Test, Welded #10 Bar or Greater, each	300.00
Tensile Test, Welded #14 Bar, each	330.00
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	65.00
Washer Hardness, each.....	55.00
A325 or A490, Bolt Hardness Only, each.....	55.00
Bolt A325 or A490 Wedge Tensile	
Under 100,000 lbs. & Hardness, each	240.00
Over 100,000 lbs. & Hardness, each	280.00
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.

EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/26/2024

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).

PRODUCER Poms & Associates Insurance Brokers CA License #0814733 4500 Park Granada, Suite 206 Calabasas CA 91302		CONTACT NAME: Jennifer De Jesus PHONE (A/C, No, Ext): (800) 578-8802 FAX (A/C, No): (818) 449-9321 E-MAIL ADDRESS: jdejesus@pomsassoc.com	
INSURED The Converse Professional Group 717 S. Myrtle Avenue Monrovia CA 91016		INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Forster Indemnity Co/C&F INSURER B: Travelers Property Casualty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 36161	

COVERAGES **CERTIFICATE NUMBER:** 24-26 GL/BA/PROF **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPK-148213	06/30/2024	06/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Contractors Pollution \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	Y	810-3N061037-24-43-G	08/17/2024	08/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Roadside Assistance \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions Retro Date: 8/14/1984			EPK-148213	06/30/2024	06/30/2026	Each Claim 1,000,000 Aggregate 1,000,000 Deductible Each Claim 25,000

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 Additional Insured as required by written contract with respect to General Liability and Auto Liability. Waiver of Subrogation wording applies per attached form. 30 Days Notice of Cancellation to cert holder, 10 days for non-payment of premium applies.

*This Certificate of Insurance supersedes all previously issued certificates.

CERTIFICATE HOLDER City of Beaumont 550 East 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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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

With respect to all employees subject to the workers' compensation laws of the state of California, any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This policy is subject to a minimum charge of \$250 for the issuance of waivers of subrogation

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

This endorsement, effective 12/31/2023 at 12:01 AM standard time, forms a part of
Policy No. EIG 5400486 00 Of the EMPLOYERS ASSURANCE CO.
Carrier Code 00919

Issued to THE CONVERSE PROFESSIONAL GROU
Premium

Endorsement No.

Countersigned at _____ on _____

By:  _____
Authorized Representative

Additional Named Insureds

Other Named Insureds

CONVERSE CONSTRUCTION

CONVERSE CONSULTANTS

CONVERSE CONSULTANTS EAST

CONVERSE CONSULTANTS INLAND EMPIRE

CONVERSE CONSULTANTS MR

CONVERSE CONSULTANTS NORTHERN CALIFORNIA

CONVERSE CONSULTANTS NW

CONVERSE CONSULTANTS ORANGE COUNTY

CONVERSE CONSULTANTS SOUTHWEST

CONVERSE CONSULTANTS TESTING WEST

CONVERSE CONSULTANTS UK(Britain)

CONVERSE CONSULTANTS WEST

CONVERSE ENGINEERING CONSULTANTS, P.C.

CONVERSE ENVIROLAB

CONVERSE ENVIRONMENTAL CONSULTANTS SOUTHWEST

CONVERSE ENVIRONMENTAL EAST

CONVERSE ENVIRONMENTAL WEST

CONVERSE GES

CONVERSE PROFESSIONAL SERVICES

CONWEST ASSOCIATES

GEOVEST LEASING COMPANY

SIERRA NEVADA ASBESTOS CONSULTANTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION VI – COMMON CONDITIONS, item 17. Transfer Of Rights of Recovery Against Others To Us within the Common Provisions is amended by the addition of the following:

Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, we waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of your ongoing operations or “your work” performed under a written contract with that person(s) or organization(s) and included in the “products-completed operations hazard”.

However, this waiver shall not apply to “damages” resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section III – Who Is An Insured within the **Common Provisions** is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused by “your work” for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory.

- B.** We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).
- C.** This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED 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):	Location(s) of Covered Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section III – Who Is An Insured within the Common Provisions 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” cause, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

3. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
4. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED NOTICE OF CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART**

In consideration of the premium charged and solely with respect to the coverage parts shown above, it is hereby agreed that the **Common Provisions, Section VI – Common Conditions** is amended by the addition of the following:

Limited Notice Of Cancellation

In the event that we cancel this Policy for any reason other than non-payment of premium and;

- a. The effective date of cancellation is prior to the expiration date of this Policy; and
- b. You are under an existing written contractual obligation to notify a certificate holder when this Policy is cancelled and have provided to us, either directly or through your broker of record, the email address of a contact at each such certificate holder; and
- c. We received this information after you received notice of cancellation of this Policy and prior to the effective date of cancellation, via an electronic spreadsheet that is acceptable to us,

We will provide notice of cancellation via email to each such certificate holder within thirty (30) days of your providing such information to us. Proof of our emailing the notice of cancellation, using the information provided by you, will serve as evidence that we have satisfied our obligations under this condition.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section III – Who Is An Insured** within the Common Provisions is amended to include as an 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”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

2. The following replaces Paragraph b. in B.3., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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 an "employee's" name, with your

COMMERCIAL AUTO

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".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

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.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 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.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(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.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.