



# Converse Consultants

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

June 4, 2024

Mr. Doug Story  
Community Services Director  
City of Beaumont  
Community Services Department  
550 6<sup>th</sup> Street  
Beaumont, CA 92223

Subject:     **PROPOSAL TO PROVIDE AS NEEDED GEOTECHNICAL AND MATERIAL TESTING SERVICES**  
              **Stewart Park Improvements**  
              Southeast Corner of East 11th Street and Orange Street  
              City of Beaumont, Riverside County, California  
              Converse Project No. 24-81-204-00 (30)

Dear Mr. Story:

Converse Consultants (Converse) appreciates the opportunity to provide this proposal outlining our scope of work and fee estimate to provide as needed geotechnical and material services which will be required during improvements to the Stewart Park in Beaumont, California.

In preparation of this proposal, we reviewed the information you transmitted to us via e-mail.

## **SITE/PROJECT DESCRIPTION**

The proposed project site is located the Stewart Park at the southeast corner of East 11<sup>th</sup> Street and Orange Street in Beaumont, California. The park is bounded by East 11th Street to the north, Maple Avenue to the east, East 8th Street to the south and Orange Avenue to the west.

Existing site improvements include the community center buildings adjacent to 8<sup>th</sup> Street, a restroom building, a skate park, basketball courts, a baseball field, light poles, parking lots, hardscape and landscape improvements. The existing park is transected by East 10<sup>th</sup> Street towards the northern portion of the park and is transected by East 9<sup>th</sup> Street in the southern portion of the park. A swimming pool and associated improvements were demolished and the pool area was backfilled with soils.

The planned improvements will include new amenities and upgrades to the skate park, a new splash pad, restroom building, playgrounds, amphitheater, entry plaza, picnic and barbeque areas, new basketball courts, new paved trails, light poles, new landscaping, and drainage improvements.

## **ANTICIPATED SUBSURFACE CONDITION**

Based on the information presented in the geotechnical investigation report, the anticipated subsurface conditions and earthwork are as follows.

- Fill and alluvium consists of medium dense to very dense clayey sand, silty sand, poorly graded sand with silt, well graded sand with silt with varying amounts of gravel, and vert stiff to hard, clayey and sandy clay with trace amount of clay.
- Groundwater will not be encountered within the proposed depths of improvements.
- Excavation during site grading should be feasible with earth moving equipment.
- Existing fill and landslide materials can be reused as compacted fill.

## **SCOPE OF SERVICES**

Our scope of work for each task will include the following.

### **Task 1: Rough Grading Observations/Field Density Testing Phase**

During rough grading we propose to assign one experienced senior field technician onsite on a full-time basis to provide observation, testing, sampling and field recommendations (where appropriate). The technician will monitor the over-excavation of all unsuitable materials both vertically and laterally across the site and determine that competent excavation bottoms are reached prior to placing compacted fill. Our field technician will also observe moisture conditioning of the soil that will be used as compacted fill. Field density testing will be performed as the fill progresses to assure that adequate moisture content and relative compaction as required by the project specifications and construction documents are being achieved. The tests will be performed using the sand cone (ASTM D1556) and/or the nuclear gauge (ASTM D6938) at each compacted fill layer.

In case of a failing test result, our field technician will immediately notify your representative and the grading contractor. The contractor will be asked to rework the failed areas. Additional in-place density tests will be taken to verify that the compaction meets the project specifications. The field technician will report the failed tests in case the client decides to back charge the contractor for the failed tests.

In addition, we propose providing a geologist on an as needed basis to observe cuts and over-excavations as well as field supervision. Also included are the day-to-day office support which includes project management, coordination, scheduling, part-time supervision, field/laboratory data review and verification in the office and oversight by the project manager and licensed project engineer/geologist.

Copies of written test results are prepared in the field and will be provided to your field representative at the end of each working day.



Following the completion of the rough grading operations, for the entire site, we will submit one rough grading report for the entire site. The report will summarize our field observations, geologic mapping, geotechnical field and laboratory test results, final foundation and retaining wall design parameters (if needed), as-graded pavement sections and the geotechnical/geologic conditions encountered during rough grading of the site, as necessary.

### **Task 2: Post Grading Observations/Field Density Testing Phase**

Onsite post grading activities are expected to include geotechnical observations/testing of construction of utility lines, curb and gutter, cross gutters, roadways, parking areas, sidewalks, infiltration devices, building foundation excavations, wall foundation excavations and building slab subgrade. During these times, we propose to provide an experienced field technician or geologist/engineer onsite on a part-time, on-call as needed basis to provide part-time geotechnical observations, testing, and field recommendations (where appropriate). Also included are the day-to-day office support which includes project management, coordination, scheduling, part-time supervision, field/laboratory data review and verification in the office and oversight by the project manager and licensed project engineer.

Following the completion of the post grading operations, for the entire site, we will submit one post grading report. The report will summarize our field observations as well as our part-time on-call geotechnical field testing and laboratory test results.

### **Task 3: Special Inspection and Materials Observations and Testing**

Based on the requirements indicated on the provided structural plans, onsite materials activities are expected to include materials observations and laboratory testing of freshly delivered concrete. We propose to provide an experienced deputy inspector on-site on a part-time, on-call, as needed basis to provide materials observations, testing, and field recommendations (where appropriate). Also included are the day-to-day project management, coordination, scheduling, part-time supervision, field/laboratory data review and verification in the office and oversight by the project manager and licensed project engineer.

## **COST ESTIMATE**

Our estimated cost is attached at the end of this proposal. Our services will be charged on a time-and-material basis. It is based on the following assumptions.

- All field services are subject to the Prevailing Wage.
- Our services will be performed on a time-and-materials basis in accordance with the unit rates indicated, and/or *Schedule of Fees* and *General Conditions*, copies of which are attached and form a part of this proposal.
- 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 8-hour day at the site. Overtime will be charged at 1.5 times the regular hourly rate.
- All requests for field services 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.
- Minimum 4 hours charge for each site visit 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.

### **CLOSURE**

Our services will be provided in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California. Unless we are informed otherwise, we will assume that these conditions are acceptable to you.

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



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

Converse has been informed by the Client that this is a prevailing wage project as determined by local Labor Code.

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

Converse has the resources to commit in order to meet your project schedule. We will ensure that personnel with appropriate background and experience are assigned to this project. We will also ensure that all deliverables are submitted on schedule.

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

## CONVERSE CONSULTANTS



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

HSQ/kvg

Dist. : 1/Addressee (e-mail)

Encl. : *Schedule of Fees and General Conditions*



**PROPOSAL TO PROVIDE AS NEEDED GEOTECHNICAL AND MATERIAL TESTING SERVICES**

**Stewart Park Improvements**  
Southeast Corner of East 11th Street and Orange Street  
City of Beaumont, Riverside County, California  
Converse Project No. 24-81-204-00 (30)

**ACCEPTANCE OF AGREEMENT AND AUTHORIZATION TO PROCEED<sup>3</sup>**

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

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

\_\_\_\_\_  
*(Signature)*

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

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

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

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- 1 Invoices to be sent to the Client, who shall be responsible for payment thereof, unless notified otherwise. The Client is represented by a person with authority to financially commit to the scope of work herein and acknowledges that the person signing has read and understands the enclosed General Conditions.
- 2 Billing requirements, including backup documentation, should be mutually agreed upon and indicated here. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.
- 3 Converse has been informed by the Client that this is a prevailing wage project for geotechnical services as determined by local Labor Code Sections 1770-1780.

# Appendix



**CONVERSE CONSULTANTS**

2021 Rancho Drive Suite 1  
 Redlands, CA 92373  
 Telephone 909-796-0544

**Project Name:** Stewart Park Improvements  
 Southeast Corner of East 11th Street and Orange Street  
 City of Beaumont, CA

**Project No.:** 24-81-204-30/40  
**Date:** 06/04/24

**COST ESTIMATE FOR GEOTECHNICAL AND MATERIAL INSPECTIONS AND TESTING:****SOILS AND MATERIAL INSPECTIONS AND TESTING:**

FIELD TESTING SERVICES				
Task	Unit	No. of Unit	Unit Rate (\$)	Cost (\$)
<b>Sample pick-up</b>	hour	20	\$ 65.00	\$ 1,300.00
<b>Soil Technician</b>	hour	180	\$ 135.00	\$ 24,300.00
On call soil testing				
<b>Reinforced Concrete</b>	hour	30	\$ 135.00	\$ 4,050.00
ACI technician				
<b>Subtotal:</b>				\$ 29,650.00

LABORATORY TESTING SERVICES				
Task	Unit	No. of Unit	Unit Rate (\$)	Cost (\$)
<b>Soil Laboratory Testing</b>				
Maximum dry density test (soil)	test	3	\$ 190.00	\$ 570.00
Maximum dry density test (aggregate base)	test	1	\$ 200.00	\$ 200.00
<b>Material Testing</b>				
Concrete cylinder compressive strength (6x12)	cylinder	24	\$ 40.00	\$ 960.00
Asphalt concrete density hveem	test	2	\$ 200.00	\$ 400.00
<b>Subtotal:</b>				\$2,130.00

OFFICE SERVICES				
Task	Unit	No. of Unit	Unit Rate (\$)	Cost (\$)
Office Support	hour	36	\$ 85.00	\$ 3,060.00
Project Manager/Engineer	hour	28	\$ 135.00	\$ 3,780.00
Principal-in-charge	hour	1	\$ 235.00	\$ 235.00
Attend Pre Construction meeting	lump sum	1	\$ 400.00	\$ 400.00
<b>Subtotal:</b>				\$ 7,475.00

**COST ESTIMATE BREAKDOWN FOR SOILS, MATERIAL INSPECTION, AND TESTING**

Field Testing Services:	\$ 29,650.00
Laboratory Testing Services:	\$ 2,130.00
Office Services:	\$ 7,475.00
<b>TOTAL COST FOR GEOTECHNICAL, MATERIAL INSPECTION AND TESTING</b>	<b>\$ 39,255.00</b>

*Notes: This cost estimate is based on a review of the construction documents dated December 14, 2020  
 There was not construction schedule available at the time of writing this proposal. This is only an estimate.  
 Our services will be provided based on time and material in accordance with our proposal rates.*



**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) .....	\$135
DSA Masonry Inspector .....	135
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer) .....	135
Coring Technician .....	135
Soils Technician (soil, base, asphalt concrete, and moisture emission testing) .....	135
Sample Pick-Up .....	65

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

Staff Professional .....	\$125
Senior Staff Professional .....	130
Project Professional .....	135
Project Manager .....	135
Senior Professional .....	175
Principal Professional .....	235
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 .....	\$85
Drafting .....	85
CAD Operator/Drafting Manager .....	95

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.

**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.

Schedule of Fees – Materials Laboratory Testing

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