AGREEMENT FOR THE PERFORMANCE OF GEOTECHNICAL SERVICES ASSOCIATED WITH REDLANDS' CITYWIDE SIDEWALK AND CURB IMPROVEMENT PROJECT

This agreement for the performance of geotechnical services associated with Redlands' Citywide Sidewalk and Curb Improvement Project ("Agreement") is made and entered into this 12th day of August, 2009 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Converse Consultants ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide geotechnical services for City's Citywide Sidewalk and Curb Improvement Project (the "Services"). The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," entitled "Scope of Services," which is attached hereto and incorporated herein by reference.
- 2.2 Consultant shall comply with applicable Federal, State and local laws and regulations in the performance of this Agreement including, but not limited to, the Americans with Disabilities Act, the Fair Employment and Housing Act and prevailing wage laws.

ARTICLE 3 - RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City designates its Municipal Utilities and Engineering Director, or the Director's authorized designee, as the City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 - PERFORMANCE OF SERVICES

4.1 Consultant shall perform the Services in a prompt and diligent manner, and such services will coincide with City's construction schedule.

4.2 During the term of this Agreement, City may request that Consultant perform Extra Services. As used herein, "Extra Services" means any work that is determined necessary by City for the proper completion of the project or work for which the Services are being performed, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Provided the Extra Services do not exceed twenty percent (20%) of the compensation to be paid by City to Consultant for the Services, such Extra Services may be agreed to by the Parties by written amendment to this Agreement, executed by the City Manager, or duly authorized City official. Consultant shall not perform, nor be compensated for, Extra Services without such written authorization from City.

ARTICLE 5 - PAYMENTS TO CONSULTANT

- The total compensation for Consultant's performance of the Services shall not exceed the amount of Five Thousand Seven Hundred Eleven Dollars (\$5,711). City shall pay Consultant on a time and materials basis up to the not to exceed amount, in accordance with Exhibit "B" entitled "Project Costs," and based upon the hourly rates shown in Exhibit "C," entitled "Rate Schedule." Both Exhibits "B" and "C" are attached hereto and incorporated herein by this reference.
- 5.2 Consultant shall submit monthly invoices to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the project. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice,
- 5.3 Project communications and notices shall be given in writing by personal delivery or by mail. Notices sent by mail should be addressed as follows:

City
Mr. Eric Weck PE
Municipal Utilities and Engineering Dept.
City of Redlands.
P.O. Box 3005
Redlands, CA 92373

Consultant
Mr. Hashmi S.E. Quazi, Ph.D., G.E.
Regional Manager
Converse Consultants
10391 Corporate Drive
Redlands, CA 92374

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to who notices and payments are to be given by giving notice pursuant to this section 5.3.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

6.1 <u>Insurance</u>. Insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until required insurance listed below is obtained by Consultant. Consultant

- shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the coverage limits of the policy except upon thirty (30) days prior written notice to City.
- Workers' Compensation and Employer's Liability. Consultant shall secure and maintain Worker's Compensation and Employer's Liability insurance throughout the duration of its performance of the Services in accordance with the laws of the State of California, with an insurance carrier acceptable to City.
- 6.3 <u>Hold Harmless and Indemnification</u>. Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by Consultant's and its officers', employees' and agents' sole negligent acts or omissions in performing the Services.
- 6.4 <u>Comprehensive General Liability Insurance</u>. Consultant shall secure and maintain in force throughout the term of this Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.5 <u>Professional Liability Insurance</u>. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars (\$1,000,000) per claim made.
- Business Auto Liability Insurance. Consultant shall have business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured. Such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City.

ARTICLE 7 - CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

- 7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:
 - A. Does not make or participate in:
 - (i) the making or any governmental decisions regarding approval of a rate, rule or regulation, or the adoption or enforcement of laws;
 - (ii) the issuance, denial, suspension or revocation of permits, licenses, applications, certifications, approvals, orders or similar authorizations or entitlements;
 - (iii) authorizing City to enter into, modify or renew a contract;
 - (iv) granting City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) granting City approval to a plan, design, report, study or similar item;
 - (vi) adopting, or granting City approval of, policies, standards or guidelines for City or for any subdivision thereof.
 - B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 7.3 In the event City officially determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests. Consultant shall file the subject Form 700 with the City Clerk's office pursuant to the written instructions provided by the Office of the City Clerk.

ARTICLE 8 - GENERAL CONSIDERATIONS

- 8.1 <u>Attorneys' Fees</u>. In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 <u>Prohibition Against Assignment</u>. Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms, and conditions of this Agreement.
- 8.3 <u>Documents and Records</u>. Project related documents, records, drawings, designs, cost estimates, electronic data files, databases and other documents developed by Consultant in connection with its performance of the Services, and copyright interest in such

documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents, and any use of incomplete documents, shall be at City's sole risk.

8.4 Independent Contractor Status. Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor of its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.5 <u>Termination</u>.

- A. Unless earlier terminated as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City.
- B. This Agreement may be terminated by City, in its sole discretion, by providing thirty (30) days' prior written notice to Consultant (delivered by certified mail, return receipt requested) of City's intent to terminate.
- C. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant.
- D. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.6 <u>Books and Records</u>. Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.
- 8.7 <u>Entire Agreement/Amendment</u>. This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or

- verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, an amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.9 Severability. If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of the City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

Converse Consultants

Tom Steele, Asst. Finance Dir.

Hashmi S.E. Quazi, Regional Manager

Attest:

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EXHIBIT "A" SCOPE OF SERVICES

The Services will include, but not be limited to, the following:

- Attend preconstruction meeting at the time and location determined by the City
- Conduct on-site observations of the work in progress to assist the City's Inspector and Project Manager in determining when the work is, in general, proceeding in accordance with the Contract Documents
- Report to the City whenever inspector believes that work is faulty, defective, does not conform to the Contract Documents, or has been damaged; or whenever there is defective material or equipment; or whenever inspector believes the work should be uncovered for observations or requires special testing
- Inspect Contractor's means, methods, techniques, sequences or procedures for construction
- Furnish 3 copies of the final report documenting the test results and other information for City's review and approval. Report will be certified by a California registered Civil Engineer or Geotechnical Engineer for the tests performed.

TECHNICAL APPROACH AND SCOPE OF WORK

Based on the above project understanding, our proposed scope of work and technical approach are the following:

Sidewalk Testing

We will provide a technician on an as-needed basis to conduct in-place density testing of sidewalk subgrade, aggregate base, asphalt, and cement concrete. Test locations will be determined by the City representative. Tests will be conducted in accordance with ASTM Standard D1556 (sand cone) or ASTM Standard D2922 (nuclear gauge). A copy of daily report along with the field test density results will be submitted by Converse field representative to the City inspector at the end of each site visit.

Concrete Inspection

Converse will fabricate concrete test cylinders on-site on as-needed basis. Air content and slump testing will be performed on the specimens at that time. The cylinders will be labeled identifying the date and location represented by the sample. The result of each slump test will also be recorded. The test cylinders will be delivered by our personnel to our Redlands Laboratory for compressive strength testing. The specimens will be tested in accordance with ASTM C39 at the age of 7 and 28 days.

Where compressive strength testing indicates substandard strength, Converse will core and sample the cured concrete and perform laboratory compressive strength testing in accordance with ASTM C42, if required.

Laboratory Testing

All laboratory testing will be performed at our certified laboratory. Testing will be required on soils, aggregate base, concrete, and asphalt. We will ensure that all test results are issued when they are due.

EXHIBIT "B" PROJECT COSTS

Our costs are presented in the tables below.

FIELD SERVICES

Task	Unit	Total Unit	Unit Rate	Total Cost
Attend Pre-construction Meeting	Hr	2	\$115	\$230.00
Conduct in-place density tests of compacted subgrade, aggregate base, and asphalt concrete, and fabricate concrete cylinders	Hr	50	\$70	\$3,500.00
Sample Pick-up	Hr	4	\$50	\$200.00
TOTAL		1		\$3,930.00

LABORATORY TESTING

Type of Test	Unit	Total Unit	Unit Price	Total
Modified Proctor (soils)	Test	2	\$110	\$220.00
Modified Proctor (aggregate base)	Test	1	\$120	\$120.00
Asphalt Extraction and Gradation	Test	1	\$150	\$150.00
Marshall Density	Test	1	\$150	\$150.00
Compressive strength of concrete	Cylinder	8	22	\$176.00
TOTAL				\$816.00

OFFICE SUPPORT

Staff/Task	Unit	Total Unit	Unit Price	Total
Support Staff	Hr	1	\$50	\$50.00
Project Manager	Hr	1	\$115	\$115.00
Prepare a Letter Report	Lump sum	1	\$800	\$800.00
TOTAL				\$965.00

COST SUMMARY

TASK	COST
Field Services	\$3,930.00
Laboratory Services	\$816.00
Office Support	\$965.00
TOTAL	\$5,711.00

Our fees are based on the following assumptions:

- Normal working schedule is eight hours per day. Work over 8 hrs per day will be charged at 1.5 times the regular hourly rate. Nightshift, weekends, and holidays will also be charged at 1.5 times the regular hourly rate.
- We will assess a four-hour minimum charge for each site visit less than four working hours. There will be a two-hour minimum charge in case of work cancellation. For time in excess of four hours and less than eight hours, we will charge to the nearest corresponding hour above four working hours.
- We will not access any travel time and mileage charge to and from our Redlands office to the job site.
- For on-call services, only test results will be provided. No verification report will be provided to indicate that the project was completed in substantial compliance with the plans and specifications.
- It is understood by both contracting parties that this is a prevailing wage project as defined in Labor Code Sections 1770-1780.
- Our rates will be adjusted if the prevailing wage is adjusted by the Department of Industrial Relations.
- The test locations will be prepared and ready for testing by Converse field personnel upon their arrival at the site. The client and/or contractor will be responsible for the excavation and backfilling of all test locations.
- Additional inspections and laboratory testing outside the agreed-upon scope of work can be provided upon request. Charges for these additional services will be based on our attached Schedule of Fees.
- 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.
- 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.

- Our field representative will not direct, supervise or lay out the work of the contractor. Our services will not include a review or evaluation of the contractor's safety measures on or near the project.
- Any meetings and/or consultation(s) requested by the client will also be charged in accordance with the attached Schedule of Fees.
- · Testing services outlined in this proposal will be performed at the request of your authorized representative.

We require 24 hours advance notice for our services. We will, however, make every attempt to accommodate requests on shorter notice.

EXHIBIT "C" RATE SCHEDULE

CONVERSE CONSULTANTS

Prevailing Wage Schedule of Fees

Personnel

Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through January 31, 2010.

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 Construction Inspector – ACI/ICBO and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing, includes concrete batch plant and local steel fabrication inspections) DSA Masonry Inspector Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing,	\$75 78
Schmidt hammer, and pachometer)	75
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	70
Sample Pick-up	50
Professional Services (Field and Office) Staff Professional Senior Staff Professional Project Professional Project Manager Senior Professional Principal Professional	\$80 85 105 115 135
Laboratory Testing Laboratory Technician (Unit prices for routine tests quoted upon request; see Geotechnical Laboratory Testing and Materials Testing Se Fees)	\$65 rvices Schedules of
Office Support Clerical/Word Processing Drafting CAD Operator/Drafting Manager	\$50 65 70

Overtime and special shift rates for Field Technical 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.
- Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living away from a principal office are charged at cost plus fifteen percent.
- Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at a rate of fifty-five cents per mile for the company owned vehicles traveling between principal office and project.
- 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.

Converse Consultants C-1

CONVERSE CONSULTANTS

IDENTIFICATION AND INDEX DEODEDTIES TESTS

Schedule of Fees Geotechnical Laboratory Testing

Compensation for laboratory testing services will be made in accordance with this fee schedule. 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 Engineering Classification, ASTM D2487	8.00
Moisture Content	15.00
Moisture Content & Dry (Bulk) Density,	
ASTM D2216 & D2937	15.00
Moisture Content, ASTM D2216	10.00
Shrinkage Limit, ASTM D427	85.00
Atterberg Limits, ASTM D4318	
Several points	
One point	40.00
Particle Size Analysis, ASTM D422	00.00
Fine Sieve (From +#200 to #4) Coarse Sieve (From +#200 to 3 in)	80.00
Hydrometer	
Percent Passing #200 Sieve, ASTM D1140	05.00 45.00
Specific Gravity	40.00
Fine (passing #4 sieve), ASTM D854	70.00
 Coarse (retained on #4 sieve), ASTM C127 	70.00
Sand Equivalent Test	75.00
Double Hydrometer Dispersion, ASTM D4221	. 150.00
COMPACTION AND DEADING OTDENOTO	
COMPACTION AND BEARING STRENGTH Standard Proctor Compaction, ASTM D698 or ASTM	D1557
91	D 1007-
Method A or B	110.00
Method C (6-inch mold)	120.00
California Impact Method (Caltrans 216)	.200.00
R-value, ASTM D2844	.240.00
California Bearing Ratio (CBR), ASTM D1883	
• 1 point	
• 3 point	. 325.00
Relative Density	~~~ ~~
0.1 cubic foot mold 0.5 cubic foot mold	.200.00
- 0.5 cubic foot filoid	. 300.00
SHEAR STRENGTH	
Torvane/Pocket Penetrometer	20.00
Direct Shear (per point)	
Quick Test	60.00
 Consolidated - Drained (granular soil) 	
ASTM D3080	. 140.00
	222.22
Consolidated - Drained (fine grained soil), ACTA DODG.	7000
ASTM D3080	400.00
ASTM D3080 Consolidated - Undrained (fine grained)	120.00
ASTM D3080 Consolidated - Undrained (fine grained)	45.00
ASTM D3080 Consolidated - Undrained (fine grained)	45.00
ASTM D3080	.120.00 45.00 45.00
ASTM D3080	.120.00 45.00 45.00
ASTM D3080	. 120.00 45.00 45.00 s
ASTM D3080	.120.00 45.00 45.00 s
ASTM D3080 Consolidated - Undrained (fine grained) Residual Strength, per Cycle Remolded Specimens, per specimen STATIC UNIAXIAL AND TRIAXIAL STRENGTH TEST: (PER POINT) Unconfined Compression, ASTM 2166 Unconsolidated - Undrained, ASTM D2850 Consolidated - Undrained (per point)	.120.00 45.00 45.00 s 75.00 .110.00 .700.00
ASTM D3080 Consolidated - Undrained (fine grained) Residual Strength, per Cycle Remolded Specimens, per specimen STATIC UNIAXIAL AND TRIAXIAL STRENGTH TEST: (PER POINT) Unconfined Compression, ASTM 2166 Unconsolidated - Undrained, ASTM D2850 Consolidated - Undrained (per point) Consolidated - Drained (per point)	
ASTM D3080 Consolidated - Undrained (fine grained) Residual Strength, per Cycle Remolded Specimens, per specimen STATIC UNIAXIAL AND TRIAXIAL STRENGTH TEST: (PER POINT) Unconfined Compression, ASTM 2166 Unconsolidated - Undrained, ASTM D2850 Consolidated - Undrained (per point)	

CONSOLIDATION AND SWELL COLLAPSE TESTS	3
8 Load Increments	180.00
Additional load increment	30.00
Time-Ratio, per load increment	60.00
Single Point (collapse test)	60.00
Single Load Swell, ASTM D4546	
Ring Sample, Field Moisture	65.00
Ring Sample, Air Dried	65.00
Remolded Sample, per specimen	45.00
Expansion Index Test, UBC 29-2/ASTM D4829	
HYDRAULIC CONDUCTIVITY TESTS Constant Head, ASTM D2434. Falling Head Flexible Wall, ASTM D5084 Triaxial Permeability, EPA 9100. Remolded Specimen, per specimen	300.00
CHEMICAL TESTS Corrosivity (pH, resistivity, sulfates, chlorides) Organic Content, ASTM D2974	150.00

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 January 31, 2010.

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 the 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 turn-around for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turn-around 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 the 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 22-inch-diameter (2.416-inch inside diameter) brass ring samples will be provided to the geotechnical laboratory for testing. 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.

CONVERSE CONSULTANTS Schedule of Fees Materials Testing Services

Compensation for laboratory testing services will be based on rates in accordance with this schedule. 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 January 31, 2010.

AGGREGATES Moisture Content (ASTM D2216) \$10.00 Particle Size Analysis
 Coarse (ASTM C136), each
Specific Gravity & Absorption Coarse Aggregate (ASTM C127)
CONCRETE TESTS Laboratory Trial Batch (ASTM C192)
Laboratory Mix Design, historical data
 Compression Unit Weight Specimen preparation, trimming or coring, each 45.00 Bond Strength (ASTM C321)
 Prepared by Converse Prepared by Others Core Compression Test (ASTM C12), each 45.00 Flexure test, 6"x 6" beams (ASTM C78), each 60.00 Modulus of Elasticity - Static (ASTM C469), each 110.00
Length Change (3 bars, 5 readings each, up to 26 days) (ASTM C157)
10 mi. of office, stand-by extra) ASTM/UBC, hourly rate schedule, or each Cylinder 70.00 Field Concrete Control (same as above plus air content test) ASTM/UBC, hourly rate
schedule, or each Cylinder
MASONRY (ASTM C140, E447, UBC STANDARD 24-22) Moisture Content, as received, each 20.00 Absorption, each 50.00 Compression, each 40.00 Shrinkage (ASTM C426), each 90.00 Net Area and Volume, each 25.00 Masonry Blocks, per set of 9 650.00 Masonry Core Compression, each 45.00 Masonry Core Shear, each 50.00 Masonry Core Trimming, each 45.00 Compression Test, grouted prisms, 45.00

8" x 8" x 16", each	110.00
Compression Test, grouted prisms, 12" x 16" x 16", each	140.00
Compression Test	
2" x 4" Mortar Cylinder, each	
3" x 6" Grout Prisms, each	23.00
2" Cubes (ASTM C109), each	23.00
Cast by others	
Mortar or Grout Mix Designs	.by Quote
FIREPROOFING TESTS	
Oven Dry Density (per sample)	50.00
(, , , , , , , , , , , , , , , , , , ,	
MOISTURE EMISSION TEST	
Moisture Emission Test Kit	35.00
ASPHALTIC CONCRETE	450.00
Stability, Flow, and Unit Weight, ASTM D6927	150.00
Marshall ASTM D1559, ASTM D2726 Measured Maximum Specific Gravity of Mix (ASTM D204	150.00
(Ricos Method), each	75.00
Void Analysis of Cores or Marshall Specimens	
Calculations Only (ASTM D3203) set of 2 or 3 35.00	
Laboratory Mixing of Asphalt & Concrete, per sample	50.00
Complete Asphalt Concrete Mix Design	
(Hveem or Marshall)	.By Quote
Extraction of Asphalt and Gradation (ASTM D2172, Meth	od B)
Or California 310, including ash correction, each	150.00
Extraction of Rubberized Asphalt and Gradation, each	470 00
,	170.00
Specific Gravity (ASTM D2726 or ASTM D1188)	
Specific Gravity (ASTM D2726 or ASTM D1188) uncoated	85.00
Specific Gravity (ASTM D2726 or ASTM D1188) uncoated coated	85.00
Specific Gravity (ASTM D2726 or ASTM D1188) uncoated coated Immersion-Compression	85.00 95.00 400.00
Specific Gravity (ASTM D2726 or ASTM D1188) uncoated coated Immersion-Compression Particle coating (ASTM 2489)	85.00 95.00 400.00 45.00
Specific Gravity (ASTM D2726 or ASTM D1188) uncoated coated Immersion-Compression Particle coating (ASTM 2489) Stripping (ASTM D1664)	85.00 95.00 400.00 45.00
Specific Gravity (ASTM D2726 or ASTM D1188) uncoated coated Immersion-Compression Particle coating (ASTM 2489) Stripping (ASTM D1664) Moisture or Volatile Distillates in paving mixtures,	85.00 95.00 400.00 45.00
Specific Gravity (ASTM D2726 or ASTM D1188) uncoated coated Immersion-Compression Particle coating (ASTM 2489) Stripping (ASTM D1664) Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or	85.00 95.00 400.00 45.00 50.00
Specific Gravity (ASTM D2726 or ASTM D1188) uncoated coated Immersion-Compression Particle coating (ASTM 2489) Stripping (ASTM D1664) Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or byproducts.	85.00 95.00 400.00 45.00 50.00
Specific Gravity (ASTM D2726 or ASTM D1188) uncoated coated Immersion-Compression Particle coating (ASTM 2489). Stripping (ASTM D1664) Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or byproducts. Retained Strength (ASTM D1074/D1075)	
Specific Gravity (ASTM D2726 or ASTM D1188) uncoated coated Immersion-Compression Particle coating (ASTM 2489) Stripping (ASTM D1664) Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or byproducts Retained Strength (ASTM D1074/D1075) 6 specimens Retained Stability, Mil, Std, 520A, Method 104,	85.00 95.00 .400.00 50.00 50.00 120.00
Specific Gravity (ASTM D2726 or ASTM D1188) uncoated coated Immersion-Compression Particle coating (ASTM 2489) Stripping (ASTM D1664) Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or byproducts Retained Strength (ASTM D1074/D1075) 6 specimens Retained Stability, Mil, Std, 520A, Method 104, 6 specimens	85.00 95.00 400.00 50.00 120.00 120.00 By Quote
Specific Gravity (ASTM D2726 or ASTM D1188) uncoated coated Immersion-Compression Particle coating (ASTM 2489) Stripping (ASTM D1664) Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or byproducts Retained Strength (ASTM D1074/D1075) 6 specimens Retained Stability, Mil, Std, 520A, Method 104, 6 specimens CBR, ASTM D1883, including M/D curve, 1 point.	85.00 95.00 40.00 50.00 120.00 120.00 120.00
Specific Gravity (ASTM D2726 or ASTM D1188) uncoated coated Immersion-Compression Particle coating (ASTM 2489) Stripping (ASTM D1664) Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or byproducts Retained Strength (ASTM D1074/D1075) 6 specimens Retained Stability, Mil, Std, 520A, Method 104, 6 specimens	85.00 95.00 40.00 50.00 120.00 120.00 120.00
Specific Gravity (ASTM D2726 or ASTM D1188) uncoated coated Immersion-Compression Particle coating (ASTM 2489) Stripping (ASTM D1664) Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or byproducts Retained Strength (ASTM D1074/D1075) 6 specimens Retained Stability, Mil, Std, 520A, Method 104, 6 specimens CBR, ASTM D1883, including M/D curve, 1 point. Asphalt Temperature	85.00 95.00 40.00 50.00 120.00 120.00 120.00
Specific Gravity (ASTM D2726 or ASTM D1188) uncoated coated Immersion-Compression. Particle coating (ASTM 2489). Stripping (ASTM D1664) Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or byproducts. Retained Strength (ASTM D1074/D1075) 6 specimens Retained Stability, Mil, Std, 520A, Method 104, 6 specimens CBR, ASTM D1883, including M/D curve, 1 point. Asphalt Temperature STRUCTURAL STEEL	
Specific Gravity (ASTM D2726 or ASTM D1188) uncoated coated Immersion-Compression. Particle coating (ASTM 2489). Stripping (ASTM D1664) Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or byproducts. Retained Strength (ASTM D1074/D1075) 6 specimens Retained Stability, Mil, Std, 520A, Method 104, 6 specimens CBR, ASTM D1883, including M/D curve, 1 point. Asphalt Temperature STRUCTURAL STEEL Tensile Test, #11 Bar or Smaller, each	85.00 95.00 40.00
Specific Gravity (ASTM D2726 or ASTM D1188) uncoated coated Immersion-Compression. Particle coating (ASTM 2489). Stripping (ASTM D1664) Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or byproducts. Retained Strength (ASTM D1074/D1075) 6 specimens Retained Stability, Mil, Std, 520A, Method 104, 6 specimens CBR, ASTM D1883, including M/D curve, 1 point. Asphalt Temperature STRUCTURAL STEEL Tensile Test, #11 Bar or Smaller, each Bend Test, #11 Bar or Smaller, each	85.00 95.00 40.00 50.00 120.00 120.00 15.00
Specific Gravity (ASTM D2726 or ASTM D1188) uncoated Coated Immersion-Compression Particle coating (ASTM 2489). Stripping (ASTM D1664) Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or byproducts. Retained Strength (ASTM D1074/D1075) 6 specimens Retained Stability, Mil, Std, 520A, Method 104, 6 specimens CBR, ASTM D1883, including M/D curve, 1 point. Asphalt Temperature STRUCTURAL STEEL Tensile Test, #11 Bar or Smaller, each Bend Test, #11 Bar or Smaller, each Tensile Test, #14 Bar, each	
Specific Gravity (ASTM D2726 or ASTM D1188) uncoated coated Immersion-Compression Particle coating (ASTM 2489). Stripping (ASTM D1664) Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or byproducts. Retained Strength (ASTM D1074/D1075) 6 specimens Retained Stability, Mil, Std, 520A, Method 104, 6 specimens CBR, ASTM D1883, including M/D curve, 1 point. Asphalt Temperature STRUCTURAL STEEL Tensile Test, #11 Bar or Smaller, each Bend Test, #11 Bar or Smaller, each Tensile Test, #14 Bar, each Tensile Test, #18 Bar, each	
Specific Gravity (ASTM D2726 or ASTM D1188) uncoated coated Immersion-Compression Particle coating (ASTM 2489) Stripping (ASTM D1664) Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or byproducts Retained Strength (ASTM D1074/D1075) 6 specimens Retained Stability, Mil, Std, 520A, Method 104, 6 specimens CBR, ASTM D1883, including M/D curve, 1 point. Asphalt Temperature STRUCTURAL STEEL Tensile Test, #11 Bar or Smaller, each Bend Test, #11 Bar or Smaller, each Tensile Test, #18 Bar, each Rebar coupler tensile test	
Specific Gravity (ASTM D2726 or ASTM D1188) uncoated coated Immersion-Compression Particle coating (ASTM 2489) Stripping (ASTM D1664) Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or byproducts Retained Strength (ASTM D1074/D1075) 6 specimens Retained Stability, Mil, Std, 520A, Method 104, 6 specimens CBR, ASTM D1883, including M/D curve, 1 point Asphalt Temperature STRUCTURAL STEEL Tensile Test, #11 Bar or Smaller, each Bend Test, #11 Bar or Smaller, each Tensile Test, #18 Bar, each Rebar coupler tensile test Tensile Test, Welded #11 Bar or Smaller, each Tensile Test, Welded #11 Bar or Smaller, each Tensile Test, Welded #14 Bar, each	
Specific Gravity (ASTM D2726 or ASTM D1188) uncoated coated Immersion-Compression Particle coating (ASTM 2489) Stripping (ASTM D1664) Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or byproducts Retained Strength (ASTM D1074/D1075) 6 specimens Retained Stability, Mil, Std, 520A, Method 104, 6 specimens CBR, ASTM D1883, including M/D curve, 1 point. Asphalt Temperature STRUCTURAL STEEL Tensile Test, #11 Bar or Smaller, each Bend Test, #14 Bar, each Tensile Test, #18 Bar, each Rebar coupler tensile test Tensile Test, Welded #11 Bar or Smaller, each Tensile Test, Welded #14 Bar, each Tensile Test, Welded #18 Bar, each	
Specific Gravity (ASTM D2726 or ASTM D1188) uncoated coated Immersion-Compression Particle coating (ASTM 2489) Stripping (ASTM D1664) Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or byproducts Retained Strength (ASTM D1074/D1075) 6 specimens Retained Stability, Mil, Std, 520A, Method 104, 6 specimens CBR, ASTM D1883, including M/D curve, 1 point Asphalt Temperature STRUCTURAL STEEL Tensile Test, #11 Bar or Smaller, each Bend Test, #14 Bar, each Tensile Test, #18 Bar, each Rebar coupler tensile test Tensile Test, Welded #11 Bar or Smaller, each Tensile Test, Welded #18 Bar, each	
Specific Gravity (ASTM D2726 or ASTM D1188) uncoated coated Immersion-Compression Particle coating (ASTM 2489) Stripping (ASTM D1664) Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or byproducts Retained Strength (ASTM D1074/D1075) 6 specimens Retained Stability, Mil, Std, 520A, Method 104, 6 specimens CBR, ASTM D1883, including M/D curve, 1 point. Asphalt Temperature STRUCTURAL STEEL Tensile Test, #11 Bar or Smaller, each Bend Test, #14 Bar, each Tensile Test, #18 Bar, each Rebar coupler tensile test Tensile Test, Welded #11 Bar or Smaller, each Tensile Test, Welded #14 Bar, each Tensile Test, Welded #18 Bar, each Tensile Test, Welded #18 Bar, each Tensile Test, Mechanically Spliced Bar, #11 Bar or Smalleach	
Specific Gravity (ASTM D2726 or ASTM D1188) uncoated coated Immersion-Compression Particle coating (ASTM 2489) Stripping (ASTM D1664) Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or byproducts Retained Strength (ASTM D1074/D1075) 6 specimens Retained Stability, Mil, Std, 520A, Method 104, 6 specimens CBR, ASTM D1883, including M/D curve, 1 point Asphalt Temperature STRUCTURAL STEEL Tensile Test, #11 Bar or Smaller, each Bend Test, #14 Bar, each Tensile Test, #18 Bar, each Rebar coupler tensile test Tensile Test, Welded #11 Bar or Smaller, each Tensile Test, Welded #18 Bar, each	

HIGH STRENGTH BOLT, NUT, AND WASHER TESTING Wedge Tensile Test for A490 Bolts

Under 100,000 lbs, each	45.00 55.00
vvedge Tensile Test for A325 Bolts	
Under 100,000 lbs, each	50.00

HIGH STRENGTH BOLT, NUT, AND WASHER TESTING, continued

Tensile Test – Anchor Bolts, tested with displacement	
transducers, each	300.00
Nut - Hardness, Proof, and Cone Proof Load Test each	50.00
vvasner - Hardness, each	30.00
A323 of A490 - Bolt hardness only, each	35.00
BOIL A325 OF A490	
Wedge Tensile Under 100,000 lbs, and Hardness, each	80 00
vvedge Lensile Over 100,000 lbs, and Hardness, each	. 100.00
Boit, Nut, and Washer - All Tests per set with holts	
Under 100,000 lbs.	250.00
Over 100,000 lbs.	350.00
	. 550.50

NOTES:

- (1) See Geotechnical Laboratory Testing Schedule of Fees for soil testing.

 (2) Hourly rates are available upon request.

 (3) Field laboratory rates are available upon request.

- (4) Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.