

**AGREEMENT TO PERFORM GEOTECHNICAL SERVICES
FOR THE CITY OF REDLANDS HIGHLINE WATER REPLACEMENT PROJECT,
PHASE II**

This agreement for the provision of geotechnical services for the City of Redlands Highline water replacement project, phase II ("Agreement") is made and entered into this 13th day of May, 2010 ("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 perform geotechnical services for City's Highline water replacement project, phase II (the "Services").
- 1.2 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 Mr. Bassam Alzammar 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 Consultant's performance of the Services.

ARTICLE 4 - PERFORMANCE OF SERVICES

- 4.1 Consultant shall perform the Services in a prompt and diligent manner, and in accordance with the schedule set forth in Exhibit "B," entitled "Project 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

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed the amount of Thirteen Thousand Three Hundred Eighty Dollars (\$13,380). City shall pay Consultant on a time and materials basis up to the not to exceed amount, in accordance with Exhibit "C" entitled "Project Costs," and based upon the hourly rates shown in Exhibit "D," entitled "Rate Schedule." Both Exhibits "C" and "D" 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 All notices shall be given in writing by personal delivery or by mail. Notices sent by mail should be addressed as follows:

City
Bassam Alzammar
Municipal Utilities and Engineering Dept.
City of Redlands
35 Cajon Street, Suite 15A
PO Box 3005 (mailing)
Redlands, CA 92373

Consultant
Hashmi S.E. Quazi
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 whom notices and payments are to be given by giving notice pursuant to this section 5.3.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 Insurance. 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 policy except upon thirty (30) days' prior written notice to City.

- 6.2 Workers' Compensation and Employer's Liability. Consultant shall secure and maintain Workers' 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, and shall execute and return to City, prior to commencement of any Services, the "Workers' Compensation Insurance Certification," which is attached hereto as Exhibit "E" and incorporated herein by this reference.
- 6.3 Hold Harmless and Indemnification. Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by and negligent act, omission or failure to act by Consultant, its officers, employees and agents in performing the Services.
- 6.4 Comprehensive General Liability Insurance. 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 and the insurance policy shall include a provision prohibiting modification of coverage limits or cancellation of the policy except upon thirty (30) days prior written notice to City. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. Certificates of insurance shall be delivered to City prior to commencement of the Services.
- 6.5 Professional Liability Insurance. 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. Certificates of insurance shall be delivered to City prior to commencement of the services.
- 6.6 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 and a certificate of insurance and endorsement shall be delivered to City prior to commencement of the services. 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, or affected by, 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 Attorneys' Fees. 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.

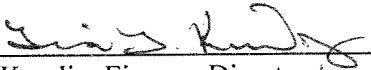
- 8.2 Prohibition Against Assignment. Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms, and conditions of this Agreement.
- 8.3 Documents and Records. Project related documents, records, drawings, designs, cost estimates, electronic data files, databases and any other documents developed by Consultant in connection with its performance of the Services, and any 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 Termination.
- 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 Books and Records. 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 Entire Agreement/Amendment. 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.

By: 
Tina Kundig, Finance Director / City Treasurer

By: 
Hashmi S.E. Quazi

Attest:

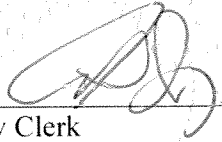

City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Task I: Field Services

Our field services will likely include the following:

- Conduct in-place density tests of compacted trench backfill. It is estimated that thirty (30) visits will be required for the project duration
- Transport soils samples from the site to our laboratory

Task II: Laboratory Testing

- Determine maximum dry density and optimum moisture content for soils and aggregate base

Task III: Report Preparation

We will prepare a letter report which will include the following:

- A table with field density test results
- Laboratory test results

EXHIBIT "B"
PROJECT SCHEDULE

The schedule for density testing of compacted trench backfill will follow the construction schedule.

The project should be complete within 150 calendar days of City's issuance of a written "notice to proceed" to consultant.

EXHIBIT "C"
PROJECT COSTS

Field

Service	Unit	Total Units	Unit Rate	Total
Sample pick-up and delivery	Hr	10	\$50	\$500.00
Conduct in-place density testing of compacted trench backfill (30 visits @ 4 hrs/visit)	Hr	120	\$70	\$8,400.00
Total				\$8,900.00

Laboratory

Type of Test	Unit	Total Units	Unit Rate	Total
Maximum density test on soils	Sample	6	\$110	\$660.00
Maximum density test on aggregate base	Sample	2	\$110	\$220.00
Marshall Density	Sample	2	\$150	\$300.00
Extraction and Gradation	Sample	2	\$150	\$300.00
Total				\$1,480.00

Office

Service	Unit	Total Units	Unit Rate	Total
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Project Manager	Hr	10	\$100	\$1,000.00
Support staff (data processing, co-ordination, etc)	Hr	10	\$50	\$500.00
Prepare field density test results report	Lump Sum	1	\$1,500	\$1,500.00
Total				\$3,000.00

COST SUMMARY

Field -----\$8,900.00

Laboratory----- \$1,480.00

Office-----\$3,000.00

TOTAL-----\$13,380.00

CONDITIONS

Our fees are based on the following assumptions:

- Normal working schedule is eight hours per day. Work over 40 hours weekly will be charged at 1.5 times the regular hourly rate. Weekends and holidays will also be charged at 1.5 times the regular hourly rate.
- For time in excess of four hours and less than eight hours, we will charge to the nearest corresponding hour above four working hours.
- Our services will be performed on a time-and-materials basis in accordance with the rates presented in the cost tables and our *Schedule of Fees*, copies of which are attached and form a part of this proposal.
- **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 plan and specification.**
- **It is understood by both contracting parties that this is a prevailing wage project as defined in Labor Code Sections 1770-1780.**
- 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 *Schedules of Fees*.
- We require 24 hours advance notice for our services. We will make every attempt to accommodate requests on shorter notices.

EXHIBIT "D"

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, 2011.

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)\$78

DSA Masonry Inspector81

Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing,

Schmidt hammer, and pachometer)

85

Soils Technician (soil, base, asphalt concrete, and moisture emission testing)

70

Sample Pick-up50

Professional Services (Field and Office)

Staff Professional\$80

Senior Staff Professional85

Project Professional 105

Project Manager100

Senior Professional135

Principal Professional160

Laboratory Testing

Laboratory Technician\$65

(Unit prices for routine tests quoted upon request; see Geotechnical Laboratory Testing and Materials Testing Services Schedules of Fees)

Office Support

Clerical/Word Processing\$50

Drafting65

CAD Operator/Drafting Manager70

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.
2. 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.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at a rate of fifty-five cents per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may

immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.

3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions

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

CONVERSE CONSULTANTS

Schedule of Fees

Geotechnical Laboratory Testing

Compensation for laboratory testing services will be made in accordance with this fee schedule. 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	8.00
Engineering Classification, ASTM D2487	15.00
Moisture Content	
▪ 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	80.00
▪ One point	40.00
Particle Size Analysis, ASTM D422	
▪ Fine Sieve (From + #200 to #4)	80.00
▪ Coarse Sieve (From + #200 to 3 in)	80.00
▪ Hydrometer	85.00
Percent Passing #200 Sieve, ASTM D1140	45.00
Specific Gravity	
▪ 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 BEARING STRENGTH

Standard Proctor Compaction, ASTM D698 or ASTM D1557-91	
▪ Method A or B	110.00
▪ Method C (6-inch mold)	110.00
California Impact Method (Caltrans 216)	200.00
R-value, ASTM D2844	240.00
California Bearing Ratio (CBR), ASTM D1883	
▪ 1 point	125.00
▪ 3 point	325.00
Relative Density	
▪ 0.1 cubic foot mold	200.00
▪ 0.5 cubic foot mold	300.00

SHEAR STRENGTH

Torvane/Pocket Penetrometer	20.00
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Direct Shear (per point)	
▪ Quick Test.....	60.00
▪ Consolidated - Drained (granular soil)	
ASTM D3080.....	140.00
▪ Consolidated - Drained (fine grained soil),	
ASTM D3080.....	200.00
▪ Consolidated - Undrained (fine grained)	120.00
▪ Residual Strength, per Cycle	45.00
▪ Remolded Specimens, per specimen.....	45.00

STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)

Unconfined Compression, ASTM 2166	75.00
Unconsolidated - Undrained, ASTM D2850	110.00
Consolidated - Undrained (per point).....	700.00
Consolidated - Drained (per point).....	700.00
With Pore Pressure Measurement, per load	150.00
Remolded Specimens, per specimen.....	45.00

CONSOLIDATION AND SWELL COLLAPSE TESTS

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.....	80.00

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, per specimen.....	50.00

CHEMICAL TESTS

Corrosivity (pH, resistivity, sulfates, chlorides)	150.00
Organic Content, ASTM D2974.....	65.00

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, 2011.

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. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

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

CONVERSE CONSULTANTS

Schedule of Fees

Materials 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, 2011.

AGGREGATES

Moisture Content (ASTM D2216) \$10.00

Particle Size Analysis

- Coarse (ASTM C136), each 60.00
- Coarse and fine (ASTM C136 & 137), each 140.00
- Specific Gravity & Absorption
- Coarse Aggregate (ASTM C127) 80.00
- Fine Aggregate (ASTM C128) 80.00
- Unit weight per cubic foot (ASTM C29) 50.00
- Soundness-Sodium or Magnesium (ASTM C88), each ... 200.00
- Potential Alkali Reactivity (ASTM D289) 300.00
- Freeze Thaw Soundness 175.00
- Los Angeles Abrasion, per class (ASTM C131, C535) ... 210.00
- Sand Equivalent (ASTM D2419) 70.00
- Lightweight Particles (ASTM C123), each 75.00
- Clay Lumps and Friable Particles (ASTM C142), each .. 100.00
- Stripping test (ASTM D1664), each 65.00
- Organic impurities (ASTM C40) 60.00
- Durability By Quote

CONCRETE TESTS

Laboratory Trial Batch (ASTM C192) By Quote

Laboratory Mix Design, historical data By Quote

Compression Test, 6" x 12" cylinder (ASTM C39), each 23.00

Light Weight Concrete

▪ Compression 23.00

▪ Unit Weight 23.00

Specimen preparation, trimming or coring, each 45.00

Bond Strength (ASTM C321)

▪ Prepared by Converse 120.00

▪ Prepared by Others 60.00

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) 250.00

Splitting Tensile, 6" x 12" cylinders, each 50.00

Field Concrete Control (sampling, slump, temperature,
cast 4 cylinders, molds, cylinder pick-up, within
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 80.00

Hold Cylinder	7.00	
Cylinder Mold sent to job site but not casted by Converse or returned to Converse		5.00

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

Moisture Content, as received, each	20.00
Absorption, each	50.00
Compression, each	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, 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
- 2" Cubes (ASTM C109), each

Cast by others	23.00
Mortar or Grout Mix Designs	By Quote

FIREPROOFING TESTS

Oven Dry Density (per sample)	50.00
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MOISTURE EMISSION TEST

Moisture Emission Test Kit	35.00
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ASPHALTIC CONCRETE

Stability, Flow, and Unit Weight, ASTM D6927	150.00
Marshall ASTM D1559, ASTM D2726	150.00
Measured Maximum Specific Gravity of Mix (ASTM D2041) (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, Method B)	

Or California 310, including ash correction, each 150.00

Extraction of Rubberized Asphalt and Gradation, each 170.00

Specific Gravity (ASTM D2726 or ASTM D1188)

- uncoated
- coated

Immersion-Compression	85.00
Particle coating (ASTM 2489)	95.00
Stripping (ASTM D1664)	400.00
Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or byproducts	45.00
Retained Strength (ASTM D1074/D1075) 6 specimens	50.00
Retained Stability, Mil, Std, 520A, Method 104, 6 specimens	120.00
CBR, ASTM D1883, including M/D curve, 1 point	By Quote
	By Quote
	210.00

Asphalt Temperature 15.00

STRUCTURAL STEEL

Tensile Test, #11 Bar or Smaller, each 45.00
Bend Test, #11 Bar or Smaller, each 40.00
Tensile Test, #14 Bar, each 115.00
Tensile Test, #18 Bar, each 310.00
Rebar coupler tensile test 65.00
Tensile Test, Welded #11 Bar or Smaller, each 50.00
Tensile Test, Welded #14 Bar, each 110.00
Tensile Test, Welded #18 Bar, each 300.00
Tensile Test, Mechanically Spliced Bar, #11 Bar or Smaller,
each 150.00
Tensile Test, Mechanically Spliced Bar, #14 Bar, each 310.00

HIGH STRENGTH BOLT, NUT, AND WASHER TESTING

Wedge Tensile Test for A490 Bolts

Under 100,000 lbs, each 45.00
Over 100,000 lbs, each 55.00
Wedge 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
Washer - Hardness, each 30.00
A325 or A490 – Bolt hardness only, each 35.00
Bolt A325 or A490
Wedge Tensile Under 100,000 lbs, and Hardness, each 80.00
Wedge Tensile Over 100,000 lbs, and Hardness, each 100.00
Bolt, Nut, and Washer - All Tests per set with bolts
Under 100,000 lbs. 250.00
Over 100,000 lbs. 350.00

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.

EXHIBIT "E"

WORKERS' COMPENSATION INSURANCE CERTIFICATION HIGHLINE WATER REPLACEMENT PROJECT, PHASE II

Every employer except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurer duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code §1861).

CONVERSE CONSULTANTS.

By: _____

Hashmi S.E. Quazi

5-5-2010

Date: