

MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

**THE CONVERSE PROFESSIONAL GROUP
DBA
CONVERSE CONSULTANTS**

**GEOTECHNICAL INVESTIGATIONS
AND
LABORATORY AND FIELD TESTING OF MATERIALS FOR
VARIOUS PUBLIC WORKS PROJECTS**

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and THE CONVERSE PROFESSIONAL GROUP, a California corporation doing business as ("DBA") CONVERSE CONSULTANTS ("Consultant").

RECITALS

A. City requires the services of a consultant that is experienced in providing technical and professional services, including labor, material, equipment supervision and expertise for providing geotechnical, laboratory and field testing for various public works projects.

B. City issued a Request for Proposal for the purpose of establishing a panel of consultants experienced in providing geotechnical, laboratory and field testing for various public works projects.

C. Consultant has the necessary experience in providing geotechnical, laboratory and field testing services and advice.

D. Consultant has submitted a proposal to the City and has affirmed its willingness and ability to provide such services.

AGREEMENT

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with geological investigations, laboratory and field testing of materials for various public works projects ("Project") on an as needed basis.

2. **Term.** This Agreement shall be from January 1, 2016 to December 31, 2017. If the maximum cumulative payment obligation is not reached, the City may, may be extended for up to an additional year, upon mutual written consent of the parties, subject to available funds.

3. **Time Schedule.** Consultant will be provided at least 24 hours' notice when field testing is required. Consultant shall be responsible for any additional costs incurred by City as a result of Consultant's failure to perform required tests and submit results and/or reports within the specified time.

4. **Reports.** For field density and relative compaction tests, Consultant shall provide a copy of the test results to the City Inspector or City Resident Engineer at the time of testing. Consultant shall provide a formal report to City within five (5) working days of project completion. The report shall be mailed to the attention of the City Inspector or Resident Engineer that requested the service and shall clearly identify the Bid Number (if any) assigned to the project.

For all other tests, an informal report shall be made by phone or facsimile upon completion of the test. A formal report shall be submitted, with all back-up information, within seven (7) working days of completion of the test. The report shall be mailed to the attention of the City Inspector or Resident Engineer that requested the service and shall clearly identify the Bid Number (if any) assigned to the project.

5. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Two Hundred Thousand Dollars (\$200,000.00) payable pursuant to Exhibit "B" Compensation (Cost of Services/Schedule of Fees) attached hereto and incorporated herein by reference. The rates set forth in Exhibit "B" shall be fixed for the term of the Agreement. Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice. Invoices must clearly list project bid number, project bid number, project location, type of test and date sampled and tested. The invoices shall be delivered to City at the address set forth in Section 6 hereof. Payment may be withheld until such time that Consultant submits all outstanding reports.

6. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Public Works Department
City of Riverside
3900 Main Street
Riverside, CA 92522

To Consultant

The Converse Professional Group
DBA Converse Consultants
Attn: Hashmi Quazi
10391 Corporate Drive
Redlands, CA 92374

7. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The

Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

8. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

9. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

10. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

11. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 14. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

12. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

13. **Indemnification.**

13.1 **Design Professional Defined.** For purposes of this Agreement, "Design Professional" includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

13.2 Defense Obligation For Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Contract, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

13.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Contract, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

13.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: (1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or (2) any breach of the Contract by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

13.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

14. Insurance.

14.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

14.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 13 hereof.

14.1.2 Ratings. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

14.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

14.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

14.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either (1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or (2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

14.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

14.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

14.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

14.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

14.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

14.4 Errors and Omissions Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

14.5 Subcontractors' Insurance. Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss, that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

15. Business Tax. Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

16. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

17. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

18. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

19. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

20. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

21. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

22. **Conflict of Interest.** Consultant, for itself and on behalf of its key personnel, represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated,

in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor its key personnel have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

23. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

24. **General Compliance with Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

25. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

26. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

27. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 17 and 27 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

27.1 Other than as stated below, City shall give Consultant thirty (30) days prior written notice prior to termination.

27.2 City may terminate this Agreement upon fifteen (15) days written notice to Consultant, in the event:

27.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

27.2.2 City decides to abandon or postpone the Project.

28. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

29. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 11 of this Agreement.

30. **Venue and Attorneys' Fees.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs thereof, including reasonable attorneys' fees. However, the recovery of attorneys' fees by the prevailing party is limited to individual actions or proceedings in which the City elects, at the initiation of that individual action or proceeding, to seek recovery of its own attorneys' fee. In no action shall an award of attorneys' fees to the prevailing party exceed the amount of reasonable attorneys' fees incurred by the City in the action or proceeding

31. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

32. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition,

covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

33. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

34. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

35. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

35.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers are to sections in the Agreement unless expressly stated otherwise.

35.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

36. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" – Scope of Services

Exhibit "B" – Compensation (Cost of Services/Schedule of Fees)

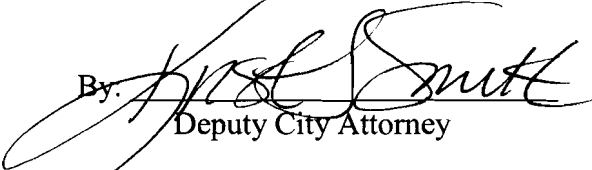
IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

By: _____
City Manager

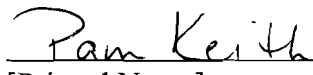
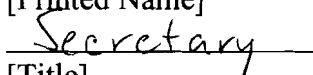
Attest: _____
City Clerk

Approved as to Form:

By:  _____
Deputy City Attorney

The Converse Professional Group, a
California corporation DBA Converse
Consultants

By:  _____

 _____
[Printed Name]
 _____
[Title]

By:  _____

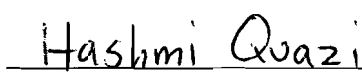
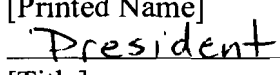
 _____
[Printed Name]
 _____
[Title]

EXHIBIT "A"

SCOPE OF SERVICES

Services that will be requested include laboratory and field testing of materials, as is listed on the Materials Test Request for (Exhibit "A"), to serve as quality assurance in capital projects. Services may also be requested to perform plant inspection, geotechnical studies and recommendations.

The following is a list of the tests that may be performed by the consultant and which must be included in the Fee Schedule.

Calif. Test No. 202 - Sieve Analysis of Fine and Course Aggregates
Calif. Test No. 204 - Plasticity Index of Soils
Calif. Test No. 206 - Specific Gravity and Absorption of Coarse Aggregate
Calif. Test No. 216 - Relative Compaction of Untreated and Treated Soils and Aggregates
Soils and Aggregates. (or ASTM D 1557)
Calif. Test No. 217 - Sand Equivalent (or ASTM D2419)
Calif. Test No. 231 - Nuclear Gage Relative Compaction Test of Soils (or ASTM D2922)
Calif. Test No. 301 - Resistance "R" Value of Treated and Untreated Bases, Sub-bases and
Basement Soils by The Stabilometer (Unit price to include all preparatory tests)
Calif. Test No. 308 - Specific Gravity and Weight per Cubic Foot of Compressed Bituminous
Mixtures
Calif. Test No. 310 - Determination of Asphalt and Moisture Contents of Bituminous
Mixtures by Hot Solvent Extraction or a method approved by the project engineer
Calif. Test No. 366 - Test For Stabilometer Value
Calif. Test No. 375 - Compaction Testing
Calif. Test No. 518 - Concrete Yield
Calif. Test No. 521 - Compressive Strength of Molded Concrete Cylinders
Calif. Test No. 556 - Slump Test

If approved by the Construction Contracts Administrator, an alternate test method as shown in parentheses may be used in lieu of the listed California Test method.

No work shall be started within the street right-of-way or on City property until the Contractor has obtained no fee permit from the Public Works Department or has obtained an inquiry identification number by USA of Southern California.

1. All tests shall conform to the latest "Greenbook Standards for Construction or Caltrans Standards". Any discrepancies in testing method shall be brought to the City Engineer and the Consultant shall provide a solution in writing upon request.

The City Engineer may require special testing that is not listed on the attached unit sheet. The Consultant will be paid at an agreed upon price prior to commencement of any testing or work.

2. The Consultant shall provide a 24hr emergency phone number as part of the proposal as required in section 3.B of this RFP.
3. The City Engineer may require written recommendations from the Consultant when field conditions do not allow for a specific testing method to take place.

A. Sampling

Sampling of material, delivery of the sampled material to the laboratory and preparation of the sample for testing will be done by the consultant. The cost of this work shall be included in the unit price of the test being performed, which will be documented on the Material Testing Quantity & Unit Price List for Various Public Works Projects for Years 2016- 2017 (Exhibit "B").

B. Time Schedule

The consultant will be given a 24 hour notice when field testing is required. If any contractor delays are incurred due to the consultant not performing the required tests within the specified time or the test results not being available within the specified response time, the consultant will bear the full incurred delay costs.

C. Reports

For field density and relative compaction tests, the consultant shall provide a copy of the test results to the City Inspector or City Resident Engineer "at the time of testing". The consultant shall provide a formal report to the City within five (5) working days of project completion.

For all other tests, an informal report shall be made by phone or fax upon completion of the test. A formal report, including all backup information, must be sent within seven (7) working days of completion of the test.

All reports shall be identified with the purchase order number assigned by Purchasing. Provide project bid # and city contact name on all documents.

EXHIBIT “B”

COMPENSATION / COST OF SERVICES / SCHEDULE OF FEES
(Inserted behind this page)

3.C FEE SCHEDULE

The unit price per test for those tests listed under "Scope of Services" in this RFP are presented in **Exhibit A** provided on the following pages. These prices include all necessary labor, materials and equipment to perform the testing, administrative and engineering costs to provide all reports and delivery of samples to our laboratory.

Unit price for tests not listed in "Scope of Services" are presented in **Exhibit B** provided on the following pages.

Hourly rates for labor, equipment and materials for services not included in unit pricing are included in **Exhibit C** provided on the following pages.

The cost of traffic control to support testing work performed by Converse Consultants will be paid on a time and materials basis, if service is necessary.

The unit price for relative compaction tests will be based on taking a minimum of two (2) tests at the project site. If we are called out to the site and tests are not needed, compensation will be made for labor and mileage. Separate cost proposals will be requested for geotechnical reports.

In general, our fees are based on the following assumptions:

- An eight-hour day at the site. Overtime will be charged at 1.5 times the regular hourly rate.
- **It is understood by both contracting parties that all field services provided under this contract are subject to prevailing wage as defined in Labor Code Sections 1770-1780.**
- Units for hourly and each testing quantity includes mobilization, labor and equipment.
- Unit costs for relative compaction tests is based on taking two (2) tests at the project site.
- 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 the attached *Schedule of Fees* and *General Conditions*.
- 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*.
- 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.



3.C.1 Unit Price of Tests in Scope of Services

Materials Testing Quantity & Unit Price List
For Various Public Works Projects
For Years 2016 - 2017

| Exhibit "B" | | APPROXIMATE | | |
|-------------|---|-------------|--------|-----------------|
| NO. | TEST | QTY | UNIT | PRICE |
| 1. | Calif. Test No. 202 - Sieve Analysis | 1 | EA | <u>\$140.00</u> |
| 2. | Calif. Test No. 204 - Plasticity Index of Soils | 1 | EA | <u>\$150.00</u> |
| 3. | Calif. Test No. 206 - Specific Gravity and Absorption of Coarse Aggregate | 1 | EA | <u>\$110.00</u> |
| 4.a | Calif. Test No. 216 - Relative Compaction | 1 | EA | <u>\$180.00</u> |
| 4.b | Calif. Test No. 216 - Relative Compaction | 1 | P/Hour | <u>\$80.00</u> |
| 5. | Calif. Test No. 217 - Sand Equivalent | 1 | EA | <u>\$95.00</u> |
| 6.a | Calif. Test No. 231 - Nuclear Gate Relative Compaction Test of Soils (ASTM D2922) | 1 | EA | <u>\$80.00</u> |
| 6.b | Calif. Test No. 231 - Nuclear Gate Relative Compaction Test of Soils (ASTM D2922) Minimum 4hr. | 1 | P/Hour | <u>\$92.00</u> |
| 8. | Calif. Test No. 308 - Specific Gravity and Weight Per Cubic Foot of Compressed Bituminous Mixtures | 1 | EA | <u>\$85.00</u> |
| 9. | Calif. Test No. 310 - Determination of Asphalt and Moisture Contents of Bituminous Mixtures | 1 | EA | <u>\$280.00</u> |
| 10. | Calif. Test No. 366 - Test for Stabilometer Value (S-Value) | 1 | EA | <u>\$250.00</u> |
| 11.a | Calif. Test No. 375 -Compaction Testing | 1 | EA | <u>\$80.00</u> |
| 11.b | Calif. Test No. 375 -Compaction Testing | 1 | P/Hour | <u>\$92.00</u> |
| 13. | Calif. Test No. 521 - Compressive Strength of Molded Concrete Cylinders | 1 | EA | <u>\$35.00</u> |
| 14.a | Calif. Test No. 556 - Slump Test | 1 | EA | <u>\$80.00</u> |
| 14.b | Calif. Test No. 556 - Slump Test | 1 | P/Hour | <u>\$92.00</u> |



3.C.2 Unit Price of Tests Not Listed in Scope of Services

CONVERSE CONSULTANTS
City of Riverside Public Works Department
Geotechnical Laboratory Testing

Compensation for laboratory testing services will be made in accordance with this fee schedule which include test report 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 | 10.00 |
| Engineering Classification, ASTM D2487 | 15.00 |
| Moisture Content | |
| ▪ Moisture Content & Dry (Bulk) Density, ASTM D2216 & D2937 | 20.00 |
| ▪ Moisture Content, ASTM D2216 | 10.00 |
| Shrinkage Limit, ASTM D427 | 85.00 |
| Atterberg Limits, ASTM D4318 | |
| ▪ Several points | 100.00 |
| ▪ One point | 50.00 |
| Particle Size Analysis, ASTM D422 | |
| ▪ Fine Sieve (From #200 to #4) | 100.00 |
| ▪ Coarse and Fine Sieve (From #200 to 3 in) | 180.00 |
| ▪ Hydrometer | 85.00 |
| Percent Passing #200 Sieve, ASTM D1140 | 60.00 |
| Specific Gravity | |
| ▪ Fine (passing #4 sieve), ASTM D854 | 85.00 |
| ▪ Coarse (retained on #4 sieve), ASTM C127 | 85.00 |
| Sand Equivalent Test | 90.00 |
| Double Hydrometer Dispersion, ASTM D4221 | 150.00 |

COMPACTION AND BEARING STRENGTH

| | |
|---|--------|
| Standard Proctor Compaction, ASTM D698 or ASTM D1557-91 | |
| ▪ Method A or B | 160.00 |
| ▪ Method C (6-inch mold) | 180.00 |
| California Impact Method (Caltrans 216) | 200.00 |
| R-value, ASTM D2844 | 250.00 |
| California Bearing Ratio (CBR), ASTM D1883 | |
| ▪ 1 point | 150.00 |
| ▪ 3 point | 350.00 |
| Relative Density | |
| ▪ 0.1 cubic foot mold | 200.00 |
| ▪ 0.5 cubic foot mold | 300.00 |

SHEAR STRENGTH

| | |
|--|--------|
| Torvane/Pocket Penetrometer | 20.00 |
| Direct Shear | |
| ▪ Quick Test | 75.00 |
| ▪ Consolidated - Drained (granular soil) ASTM D3080 | 175.00 |
| ▪ Consolidated - Drained (fine grained soil), ASTM D3080 | 250.00 |
| ▪ Consolidated - Undrained (fine grained) | 150.00 |
| ▪ Residual Strength, per Cycle | 60.00 |
| ▪ Remolded Specimens | 60.00 |

STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)

| | |
|--|--------|
| Unconfined Compression, ASTM 2166 | 100.00 |
| 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 | 60.00 |

CONSOLIDATION AND SWELL COLLAPSE TESTS

| | |
|--------------------------------|--------|
| 8 Load Increments | 200.00 |
| Additional load increment | 40.00 |
| Time-Ratio, per load increment | 80.00 |
| Single Point (collapse test) | 80.00 |
| Single Load Swell, ASTM D4546 | |
| ▪ Ring Sample, Field Moisture | 85.00 |
| ▪ Ring Sample, Air Dried | 85.00 |

| | |
|---|--------|
| Remolded Sample | 60.00 |
| Expansion Index Test, UBC 29-2/ASTM D4829 | 120.00 |

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) | 210.00 |
| Organic Content, ASTM D2974 | 75.00 |

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, 2017.

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 \$6.00 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 (2416-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 will 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
City of Riverside Public Works Department
Materials Testing Services

Compensation for laboratory testing services will be based on rates in accordance with this schedule which include test report 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, 2017.

AGGREGATES

| | |
|--|----------|
| Moisture Content (ASTM D2216) | \$10.00 |
| Particle Size Analysis | |
| ▪ Coarse (ASTM C136), each | 100.00 |
| ▪ Coarse and fine (ASTM C136 & 137), each | 180.00 |
| ▪ Specific Gravity & Absorption | |
| ▪ Coarse Aggregate (ASTM C127) | 85.00 |
| ▪ Fine Aggregate (ASTM C128) | 85.00 |
| ▪ Unit weight per cubic foot (ASTM C29) | 75.00 |
| ▪ 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) | 90.00 |
| ▪ Lightweight Particles (ASTM C123), each | 85.00 |
| ▪ Clay Lumps and Friable Particles (ASTM C142), each | 120.00 |
| ▪ Stripping test (ASTM D1664), each | 85.00 |
| ▪ Organic impurities (ASTM C40) | 75.00 |
| ▪ 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 | 25.00 |
| Light Weight Concrete | |
| ▪ Compression | 25.00 |
| ▪ Unit Weight | 25.00 |
| Specimen preparation, trimming or coring, each | 60.00 |
| Bond Strength (ASTM C321) | |
| ▪ Prepared by Converse | 150.00 |
| ▪ Prepared by Others | 80.00 |
| Core Compression Test (ASTM C12), each | 60.00 |
| Flexure test, 6" x 6" beams (ASTM C78), each | 110.00 |
| Modulus of Elasticity - Static (ASTM C469), each | 150.00 |
| Length Change (3 bars, 5 readings each, up to 26 days) (ASTM C157) | 320.00 |
| Splitting Tensile, 6" x 12" cylinders, each | 80.00 |
| 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 | 95.00 |
| Field Concrete Control (same as above plus air content test) ASTM/UBC, hourly rate schedule, or each Cylinder | 95.00 |
| 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 | 55.00 |
| Shrinkage (ASTM C426), each | 100.00 |
| Net Area and Volume, each | 25.00 |
| Masonry Blocks, per set of 9 | 450.00 |
| Masonry Core Compression, each | 55.00 |
| Masonry Core Shear, each | 55.00 |
| Masonry Core Trimming, each | 55.00 |
| Compression Test, grouted prisms. | |
| 8" x 8" x 16", each | 120.00 |
| Compression Test, grouted prisms. | |
| 12" x 16" x 16", each | 130.00 |

Compression Test

| | |
|---------------------------------|----------|
| ▪ 2" x 4" Mortar Cylinder, each | 25.00 |
| ▪ 3" x 6" Grout Prisms, each | 25.00 |
| ▪ 2" Cubes (ASTM C109), each | 25.00 |
| Cast by others | 25.00 |
| Mortar or Grout Mix Designs | By Quote |

FIREPROOFING TESTS

| | |
|-------------------------------|-------|
| Oven Dry Density (per sample) | 60.00 |
|-------------------------------|-------|

MOISTURE EMISSION TEST

| | |
|----------------------------|-------|
| Moisture Emission Test Kit | 60.00 |
|----------------------------|-------|

ASPHALTIC CONCRETE

| | |
|--|----------|
| Stability, Flow, and Unit Weight, ASTM D6927 | 200.00 |
| Marshall ASTM D1559, ASTM D2726 | 200.00 |
| Measured Maximum Specific Gravity of Mix (ASTM D2041) (Rice Method), each | 95.00 |
| 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 | 210.00 |
| Extraction of Rubberized Asphalt and Gradation, each | 250.00 |
| Specific Gravity (ASTM D2726 or ASTM D1188) | |
| ▪ uncoated | 95.00 |
| ▪ coated | 105.00 |
| Immersion-Compression | 400.00 |
| Particle coating (ASTM 2489) | 55.00 |
| Stripping (ASTM D1664) | 70.00 |
| Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or by products | 220.00 |
| 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 | 350.00 |
| Asphalt Temperature | 15.00 |

STRUCTURAL STEEL

| | |
|--|--------|
| Tensile Test, #9 Bar or Smaller, each | 50.00 |
| Bend Test, #9 Bar or Smaller, each | 50.00 |
| Tensile Test, #10 Bar or Greater, each | 280.00 |
| Tensile Test, #14 Bar, each | 310.00 |
| Rebar coupler tensile test | 100.00 |
| Tensile Test, Welded #9 Bar or Smaller, each | 100.00 |
| Tensile Test, Welded #10 Bar or Greater, each | 280.00 |
| Tensile Test, Welded #14 Bar, each | 310.00 |
| Tensile Test, Mechanically Spliced Bar, #9 Bar or Smaller, each | 180.00 |
| Tensile Test, Mechanically Spliced Bar, #10 Bar or Greater, each | 350.00 |



HIGH STRENGTH BOLT, NUT, AND WASHER TESTING

| | |
|--|--------|
| Wedge Tensile Test for A490 Bolts | |
| Under 100,000 lbs, each..... | 55.00 |
| Over 100,000 lbs, each..... | 65.00 |
| Wedge Tensile Test for A325 Bolts | |
| Under 100,000 lbs, each..... | 60.00 |
| 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..... | |
| | 35.00 |
| A325 or A490 – Bolt hardness only, each | |
| | 35.00 |
| Bolt A325 or A490 | |
| Wedge Tensile Under 100,000 lbs, and Hardness, each..... | 85.00 |
| 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..... | 300.00 |
| Over 100,000 lbs..... | 380.00 |

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.



3.C.3 Hourly Rates For Labor, Equipment & Materials Not Included in Unit Pricing

CONVERSE CONSULTANTS
City of Riverside Public Works Department
Personnel Prevailing Wage

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, 2017.

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 equipments) | |
| Construction Inspector – ACI/MCC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing, includes concrete batch plant and local steel fabrication inspections) | \$92 |
| DSA Masonry Inspector | 92 |
| Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer) | 96 |
| Soils Technician (soil, base, asphalt concrete, and moisture emission testing) | 92 |
| Sample Pick-up | 60 |
| Professional Services (Consultation for Field and Office if requested) | |
| Staff Professional | \$90 |
| Senior Staff Professional | 95 |
| Project Professional | 115 |
| Project Manager | 135 |
| Senior Professional | 170 |
| Principal Professional | 190 |
| Laboratory Testing | |
| Laboratory Technician | \$70 |
| (Unit prices for routine tests quoted upon request; see Geotechnical Laboratory Testing and Materials Testing Services Schedules of Fees, unit price including report and engineer's review time) | |
| Office Support | |
| Clerical/Word Processing | \$65 |
| Drafting | 70 |
| CAD Operator/Drafting Manager | 75 |

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 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 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.

