

**AGREEMENT FOR  
PROFESSIONAL SERVICES**

THIS AGREEMENT for April 19, 2005 ("Agreement") is made as of the Agreement Date set forth below by and between the Three Rivers Levee Improvement Authority ("TRLIA"), a California Joint Powers Authority, and

Kleinfelder, Inc.  
"CONSULTANT"

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

**OPERATIVE PROVISIONS**

**1. SERVICES.**

The CONSULTANT shall provide those services described in Attachment "A", Provision A-1. CONSULTANT shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

**2. TERM.**

Commencement Date: Date of this Agreement

Termination Date: May 30, 2006

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of this Agreement shall be automatically extended from the termination date for ninety days. The purpose of this automatic extension is to allow for continuation of services, and to allow TRLIA time in which to complete a novation or renewal contract for CONSULTANT and TRLIA approval.

CONSULTANT understands and agrees that there is no representation, implication, or understanding that the services provided by CONSULTANT pursuant to this Agreement will be purchased by TRLIA under a new agreement following expiration or termination of this Agreement, and CONSULTANT waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONSULTANT.

**3. PAYMENT.**

TRLIA shall pay CONSULTANT for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to TRLIA in the manner specified in Attachment "B".

**4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF TRLIA.**

CONSULTANT shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

**5. ADDITIONAL PROVISIONS.**

Those additional provisions unique to this Agreement are set forth in Attachment "C".

**6. GENERAL PROVISIONS.**

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

**7. DESIGNATED REPRESENTATIVES.**

Kent McClain is the representative of the TRLIA and will administer this Agreement for the TRLIA. Ray Costa is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

**8. ATTACHMENTS.**

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

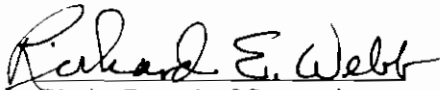
- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E – Consultant's Proposal (dated March 30, 2005) for Geotechnical Services related to this agreement

9. **TERMINATION.** TRLIA and CONSULTANT shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

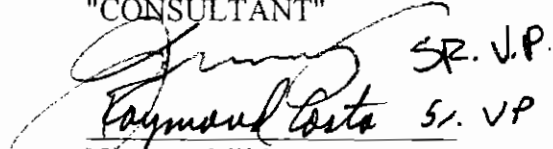
IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on April 19, 2005.

"TRLIA"

  
Chair, ~~Board of Supervisors~~

"CONSULTANT"

 SR. VP.  
Raymond Costa SR. VP  
Name and Title

ATTEST:  
DONNA STOTTEMEYER, CLERK OF  
THE BOARD OF SUPERVISORS



APPROVED AS TO FORM:  
DANIEL G. MONTGOMERY  
TRLIA COUNSEL



## **ATTACHMENT A**

### **A.1 SCOPE OF SERVICES AND DUTIES.**

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties are detailed in the "Scope of Services" section within Attachment E.

### **A.2. TIME SERVICES RENDERED.**

Commencing from the date of this agreement until May 30, 2006.

### **A.3. MANNER SERVICES ARE TO BE PERFORMED.**

As an independent CONSULTANT, CONSULTANT shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. TRLIA shall not control the manner of performance.

### **A.4. FACILITIES FURNISHED BY TRLIA.**

CONSULTANT shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement..

## ATTACHMENT B

### PAYMENT

TRLIA shall pay CONSULTANT as follows:

**B.1 CONTRACT FEE.** TRLIA shall reimburse CONSULTANT on a time-and-expenses basis, based on the CONSULTANTS' 2005 Fee Schedule for Geotechnical/ Material Testing Services included within Attachment E, to a maximum not to exceed **Five hundred twenty thousand dollars (\$520,000)** without the approval, by TRLIA, of a formal written amendment to this Agreement. CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following rendering of services.

**B.2 TRAVEL COSTS.** TRLIA shall not pay CONSULTANT for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the TRLIA representative in which case TRLIA shall pay its per diem rates in effect on the date of invoice upon presentation of invoices.

**B.3 AUTHORIZATION REQUIRED.** Services performed by CONSULTANT and not authorized in this Agreement shall not be paid for by TRLIA. Payment for additional services shall be made to CONSULTANT by TRLIA if, and only if, this Agreement is amended by both parties in advance of performing additional services.

## **ATTACHMENT C**

### **OTHER TERMS**

There are no applicable provisions under this Attachment C for this Agreement.

## ATTACHMENT D

### GENERAL PROVISIONS

**D.1 INDEPENDENT CONSULTANT STATUS.** At all times during the term of this Agreement, the following apply:

**D.1.1** All acts of CONSULTANT shall be performed as an independent CONSULTANT and not as an agent, officer or employee of TRLIA. It is understood by both CONSULTANT and TRLIA that this Agreement is by and between two independent consultants and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

**D.1.2** CONSULTANT shall have no claim against TRLIA for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

**D.1.3** CONSULTANT is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

**D.1.4** As an independent CONSULTANT, CONSULTANT is not subject to the direction and control of TRLIA except as to the final result contracted for under this Agreement. TRLIA may not require CONSULTANT to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

**D.1.5** CONSULTANT may provide services to others during the same period service is provided to TRLIA under this Agreement.

**D.1.6** If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONSULTANT.

**D.1.7** As an independent CONSULTANT, CONSULTANT hereby indemnifies

and holds TRLIA harmless from any and all claims that may be made against TRLIA based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

**D.2 LICENSES, PERMITS, ETC.** CONSULTANT represents and warrants to TRLIA that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to TRLIA that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession at the time the services are performed. Failure of the CONSULTANT to comply with this provision shall authorize the TRLIA to immediately terminate this agreement notwithstanding Operative Provision No. 9.

**D.3 TIME.** CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

**D.4 INSURANCE.** Prior to rendering services provided by the terms and conditions of this Agreement, CONSULTANT or its subconsultants shall acquire and maintain during the term of this Agreement, insurance coverage, through and with an insurer acceptable to TRLIA, naming the TRLIA and any related agency governed by the Board of Supervisors which is letting the contract or for whom the services under the contract are being provided, and TRLIA's, or related agency's, officials, employees, and volunteers as additional insured, (hereinafter referred to as "the insurance"), with the exception of Professional Errors and Omissions Liability Insurance. The limits of insurance herein shall not limit the liability of the CONSULTANT hereunder.

**D.4.1 TERM.** Policies of insurance shall be in effect during the term of this Agreement and shall provide that they may not be canceled without first providing TRLIA with thirty (30) days written notice of such intended cancellation. If CONSULTANT fails to maintain the insurance provided herein, TRLIA may secure such insurance and deduct the cost thereof from any funds owing to CONSULTANT.

**D.4.2 MINIMUM SCOPE OF INSURANCE.** CONSULTANT shall procure insurance covering general liability, automobile liability, and workers' compensation. Coverage shall be at least as broad as:

(a) Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent ISO form. A non-ISO form must be reviewed and approved by the TRLIA Risk Manager prior to acceptance of the Agreement.

(b) Insurance Services Office Business Auto Coverage form



number CA 0001 0187 covering Automobile Liability, code 1 “any auto” and Endorsement CA 0029.

(c) Workers’ Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

(d) If this Agreement is for the provision of professional services. Professional Errors and Omissions Liability Insurance, with a standard insurance industry coverage form subject to TRLIA approval.

**D.4.3 OTHER INSURANCE PROVISIONS.** The policies are to contain, or be endorsed to contain the following provisions:

(a) General Liability and Automobile Liability Coverages.

(i) The TRLIA and the public entity awarding the contract if other than the TRLIA, and their officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, leased, occupied, or used by the CONSULTANT; or automobiles owned, leased, hired, or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the TRLIA, its officials, employees or volunteers.

(ii) The CONSULTANT’s insurance coverage shall be primary insurance as respects the TRLIA, its officials, employees and volunteers and any other insureds under this Agreement. Any insurance or self-insurance maintained by the TRLIA, its officials, employees and volunteers or other insureds shall be excess of the CONSULTANT’s insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the TRLIA, its officials, employees and volunteers or other insureds under this Agreement.

(iv) The insurance policy required by this clause shall be endorsed to state that the CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the TRLIA, its officials, employees and volunteers or other insureds under this Agreement.

(c) All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the TRLIA.

**D.4.4 ACCEPTABILITY OF INSURERS.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

**D.4.5 MINIMUM LIMITS OF INSURANCE.** CONSULTANT shall maintain limits no less than:

(a) Commercial General Liability: One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury or property damage.

(c) Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000) per accident.

(d) Professional Errors and Omissions Liability (if required): Policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500). Coverage may be made on a claims-made basis with a "Retro Date" either prior to the date of the Agreement or the beginning of the Agreement services. If claims-made, coverage must extend to a minimum of twelve-months beyond completion of the services. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a "Retro Date" prior to the Agreement effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of services.

**D.4.6 SUBCONSULTANTS.** In addition to the above policies, if CONSULTANT hires a subconsultant under this Agreement CONSULTANT shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all applicable requirements stated herein. If CONSULTANT requires subconsultants to provide insurance coverage, then CONSULTANT shall be named as an additional insured under such policy or policies.

**D.4.7 DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Except as otherwise provided in this Agreement, any deductibles or self-insured retentions must be declared to and approved by the TRLIA. At the option of the TRLIA either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the TRLIA, its officials, employees and volunteers; or, the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**D.4.8 VERIFICATION OF COVERAGE.**

(a) CONSULTANT shall furnish TRLIA with Certificates of Insurance and with original endorsements effecting coverage required by this clause. The certificate(s) and endorsement(s) for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) and endorsement(s) are to be on forms provided by the TRLIA or on forms received and approved by the TRLIA before work commences. TRLIA reserves the right to require complete, certified copies of all required insurance policies at any time.

(b) CONSULTANT shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONSULTANT has delivered the certificate(s) of insurance and endorsement(s) to TRLIA as previously described. If CONSULTANT shall fail to procure and maintain said insurance, TRLIA may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONSULTANT to TRLIA upon demand. The policies of insurance provided herein which are to be provided by CONSULTANT shall be for a period of time sufficient to cover the term of the Agreement, including TRLIA's acceptance of CONSULTANT's work. It is understood and agreed that thirty (30) days prior to the expiration of any policy of insurance, CONSULTANT will deliver to TRLIA certificate(s) and endorsement(s) evidencing a renewal or new policy to take the place of the policy expiring.

**D.5 INDEMNITY.** CONSULTANT shall defend, indemnify, and hold harmless TRLIA, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, to the extent damages arise from the intentional or negligent acts or omissions of CONSULTANT in the performance of services rendered under this Agreement by CONSULTANT, or any of CONSULTANT's officers, agents, employees, Consultants, or subconsultants.

**D.6 CONSULTANT NOT AGENT.** Except as TRLIA may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of TRLIA in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement to bind TRLIA to any obligation whatsoever.

**D.7 ASSIGNMENT PROHIBITED.** CONSULTANT may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

**D.8 PERSONNEL.** CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that TRLIA, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving written notice from TRLIA of its desire for removal of such person or persons.

**D.9 STANDARD OF PERFORMANCE.** CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to TRLIA pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONSULTANT's profession.

**D.10 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by TRLIA with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the TRLIA. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the TRLIA Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

**D.11 TAXES.** CONSULTANT hereby grants to the TRLIA the authority to deduct from any payments to CONSULTANT any TRLIA imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.

**D.12 TERMINATION.** Upon termination of this Agreement as otherwise provided herein, CONSULTANT shall immediately cease rendering service upon the termination date and the following shall apply:

**D.12.1** CONSULTANT shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

**D.12.2** TRLIA shall have full ownership and control of all such writings or other communications delivered by CONSULTANT pursuant to this Agreement.

**D.12.3** TRLIA shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT and approved by TRLIA as work accomplished to date; provided, however, TRLIA shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to TRLIA such financial information as in the judgment of the TRLIA is necessary to determine the reasonable value of the services rendered by CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the TRLIA shall be final. The foregoing is cumulative and does not affect any right or remedy which TRLIA may have in law or equity.

CONSULTANT may terminate its services under this Agreement upon thirty (30) days written notice to the TRLIA, without liability for damages, if CONSULTANT is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by TRLIA.

**D.13 NON-DISCRIMINATION.** Throughout the duration of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee of the CONSULTANT or of the TRLIA or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONSULTANT shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONSULTANT shall give written notice of its obligations under this clause to any labor agreement. CONSULTANT shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**D.14 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.** In addition to application of the non-discrimination provision of this Agreement, above,

CONSULTANT agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

**D.15 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of TRLIA, and CONSULTANT agrees to deliver reproducible copies of such documents to TRLIA on completion of the services hereunder. The TRLIA agrees to indemnify and hold CONSULTANT harmless from any claim arising out of reuse of the information for other than this project.

**D.16 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**D.17 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

**D.18 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

**D.19 ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fee, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

**D.20 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**D.21 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**D.21.1 NUMBER AND GENDER.** In this Agreement, the neuter gender includes the

feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**D.21.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**D.22 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**D.23 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**D.24 MODIFICATION.** No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**D.25 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**D.26 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**D.27 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**D.28 JURISDICTION.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

**D.29 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**D.30 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term a condition herein.

**D.31 AUTHORITY.** All parties to this Agreement warrant and represent that they have the



power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

**D.32 CONFLICT OF INTEREST.** Neither a TRLIA employee whose position in TRLIA enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement.

CONSULTANT may be subject to the disclosure requirements of the TRLIA conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONSULTANT's financial interest. The TRLIA Administrator shall determine in writing if CONSULTANT has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba TRLIA Conflict of Interest Code.

**D.33 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "TRLIA":

TRLIA  
County of Yuba  
Attn: Kent McClain  
915 8<sup>th</sup> Street, Suite 119  
Marysville, CA 95901

With a copy to:

TRLIA Counsel  
County of Yuba  
915 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901

If to "CONSULTANT":

Kleinfelder, Inc.  
Attn: Ray Costa  
3077 Fite Circle,  
Sacramento, CA 95827

## ATTACHMENT E

March 30, 2005  
File: 02301PROP

Mr. Ani Bhattacharyya  
Three Rivers Levee Improvement Authority  
C/o Yuba County Public Works  
915 8<sup>th</sup> Street, Suite 125  
Marysville, California 95901

**Subject: Proposal for Geotechnical Engineering Services  
Three Rivers Levee Improvement Authority - Phase 4  
Problem Identification Study and Preliminary Alternatives Analysis  
Yuba and Feather River Levees  
Yuba County, California**

Dear Mr. Bhattacharyya:

Kleinfelder is pleased to present this proposal to provide geotechnical engineering services for evaluation of seepage and slope stability consistent with FEMA requirements along portions of the Yuba and Feather River levees in Yuba County, California. The purpose of our investigations will be to explore and evaluate site subsurface conditions to assess the underseepage and slope stability conditions within these reaches, identify reaches that do not meet FEMA certification criteria, and perform analysis of preliminary alternatives for levee mitigation. Included in this proposal are a brief summary of our understanding of the project, the scope of services we can provide, and an estimate of our fees and schedule.

### **SITE DESCRIPTION**

The project area consists of the left bank of the Feather River from the Yuba River to the Bear River setback levee (approximately 12.7 miles) and the left bank of the Yuba River from the Gold Fields to the Feather River (approximately 4.2 miles). Portions of the Yuba River, which have been or are being evaluated under Phase 2 and 3 are not included.

### **SCOPE OF SERVICES**

#### **Literature Review**

A review will be performed of existing explorations, historic maps, as-built plans, and topographic drawings. Information will also be gathered relating to past seepage and stability as well as performance of existing seepage mitigation (i.e. cutoff walls, berms, or relief wells). We assume as built plans will be provided by USACE.

#### **Field Exploration**

We propose to conduct a feasibility level investigation in general accordance with FEMA guidelines. Existing borings have been evaluated and will be used wherever possible. Existing

geotechnical data will be supplemented to provide one primary exploratory soil boring for approximately each 1,000 feet of levee. Each new primary boring will be extended approximately 3 to 4 times the levee height into foundation material (approximately 60 to 130 feet). Intermediate borings, approximately 30 to 60 feet deep, will be performed between existing and/or proposed primary explorations to fill in gaps in the subsurface data. Proposed borings may be deepened if conditions warrant. An engineer from Kleinfelder will maintain a log of the soils encountered and obtain samples for visual examination, classification, and laboratory testing.

Kleinfelder will obtain local drilling permits as required by Yuba County. Upon completion, borings will be grouted in accordance with the local drilling permits. This proposal assumes that drill cuttings will be disposed of onsite. This proposal assumes that other permits and right of entry agreements will be the responsibility of TRLIA. The number of proposed explorations is presented in the following table.

Table 1: Exploration Details

Depth (feet)	Quantity of borings
30	4
40	15
50	2
60	3
70	1
80	5
90	10
130	4

The total estimated footage in the above table is 2,890 feet. Additional footage of up to 300 feet has also been included in this cost estimate for a total of 3,190 feet of drilling.

### Laboratory Testing

Laboratory tests will be performed on selected samples to evaluate the density, gradation, strength, permeability, and plasticity of the materials encountered during our field investigation. We anticipate laboratory testing will include moisture content, dry unit weight, sieve analysis, direct shear, triaxial shear (consolidated undrained), and Atterberg Limits tests. The tests selected and the frequency of testing will be based on the subsurface conditions actually encountered.

### Analysis

Seepage and stability analyses will be performed with the water surface at 100- and 200-year elevations. Where factor of safety requirements are not met at the 100-year level, seepage and slope stability analyses will be repeated with potential mitigation measures in-place to identify possible mitigation options. Water levels will be provided by others. Twelve cross-sections will be developed and analyzed with up to two mitigation options per cross-section. Slope stability analysis will be performed for Case II - Sudden drawdown and Case III - Steady seepage from full flood stage as outlined in the USACE EM 1110-2-1913. This proposal does not include analysis for Case I - End of construction or Case IV - Earthquake. Evaluation of scour, erosion, settlement, levee penetrations, or closure devices will not be performed.

The adequacy of existing mitigation features including waterside membranes and seepage and stability berms will also be evaluated.

We assume the client will provide surveyed cross sections at 12 locations along the length of the project for our analysis.

## **Report Preparation**

Results of our field explorations, laboratory testing, and engineering analyses will be summarized in a report containing the following:

- A description of the study area
- A brief description of site geology and geomorphology
- A description of the surface and subsurface site conditions encountered during our field investigation
- A description of the seepage and slope stability analyses performed
- A list of reaches which do not meet FEMA criteria for seepage or stability
- Preliminary evaluation of mitigation alternatives
- Proposal for Design Level Geotechnical Investigation
- An appendix that will include a summary of the field investigation and laboratory testing programs.

## **Meetings**

We anticipate attending 3, 2-hour meetings with you in Marysville during the course of this project. The purpose of these meetings will be to discuss the subsurface conditions encountered with respect to the proposed project and any conclusions and/or recommendations presented by Kleinfelder. Meetings beyond those anticipated above will be considered beyond the scope of services outlined herein and will be billed on a time-and-materials basis.

## **ESTIMATED FEES**

We estimate our fees to complete the scope of work described above to be approximately \$520,000 based on our 2005 Fee Schedule for Geotechnical/Materials Testing Services. Actual charges will be billed on a time-and-expense basis, based on our 2005 rates. Please refer to Table 1 below for a cost summary by task, and the enclosed Itemized Cost Estimate for a detailed work-cost breakdown. In the course of the project, should events and/ or conditions arise that have the potential to affect the project schedule or budget, we will notify you as early as possible.

Table 1: Cost Breakdown

<b>Task</b>	<b>Estimated Cost</b>
Literature/Geologic/Geomorphology Review	\$ 26,000
Field Investigation	\$ 291,000
Drilling Permits	\$ 3,000
Laboratory Testing	\$ 41,000
Analysis	\$ 52,000
Project Management	\$ 45,000
Meetings	\$ 9,000
Report	\$ 53,000
<b>Total</b>	<b>\$ 520,000</b>

## **SCHEDULE**

At the present time we anticipate we could begin work on the project immediately following your authorization to proceed. Scheduling of a drill rig, clearing underground utilities through Underground Service Alert, obtaining a drilling permit and arranging site access takes about 5 to 10 days to arrange. Therefore, drilling should occur about 2 to 3 weeks after authorization to proceed. The exploration is anticipated to take approximately 64 rig-days. The fieldwork is estimated to take about 8 weeks (from notice to proceed) using two drill rigs. We will provide results and verbal recommendations upon request and as soon as they become available. Our report should be completed within approximately 12 weeks following completion of field exploration. The above estimate applies to work authorized within 3 months; after that time our fee estimate may need to be revised.

## **SITE ACCESS**

This proposal assumes the site is accessible with truck-mounted drilling equipment. Necessary removal of fences or gates, permission to enter the site from the current owner or leaseholder, and/or required use-permits (other than the drilling permits discussed above) must be secured by the Client prior to our initiating field activities. If weather, access, or site conditions restrict field operations, additional costs may be incurred to modify the exploration program. Repeated site visit attempts to drill at the Client's request during periods of difficult access or poor weather conditions will be billed on a time-and-expense basis.

Prior to initiating our subsurface explorations, all site utilities and utility easements must be accurately located in the field, on a scaled map, or both. The Client must make this information available to Kleinfelder at least two days before beginning the field investigation. Kleinfelder will accept no responsibility for damage to existing utilities not accurately located in the manner described above. Kleinfelder will work with the drilling/excavating subcontractor to provide at least 48-hours notice to Underground Service Alert (USA), as required by law.

## **AUTHORIZATION**

A signed copy of the enclosed Professional Services Agreement returned to this office may serve as our formal authorization to proceed. Please note its terms and conditions are an integral part of this proposal. If time is a critical factor, we are prepared to schedule our field investigation based on a signed facsimile of this agreement.

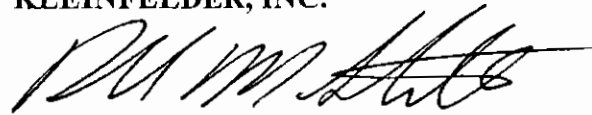
## LIMITATIONS

Our work will be performed and findings obtained in substantial conformance with the geotechnical engineering practice that exists within the area at the time of our investigation. No warranty is expressed or implied.

We appreciate the opportunity of presenting this proposal for your consideration. If you have questions regarding this proposal or require additional information, please contact the undersigned.

Sincerely,

**KLEINFELDER, INC.**



Richard M. Stauber, PE  
Senior Engineer



Raymond Costa, Jr., PE, GE  
Project Manager

RMS:RC:crt

Enclosures:

- 2005 Fee Schedule for Geotechnical/Materials Testing Services
- Itemized Cost Estimate, TRLIA Phase 4 Problem Identification Study

**KLEINFELDER 2005 FEE SCHEDULE FOR  
ENVIRONMENTAL AND GEOTECHNICAL/MATERIALS TESTING SERVICES**

Kleinfelder is a consulting firm which provides services in geotechnical engineering, materials engineering and testing, engineering geology, hydrogeology, environmental engineering, geochemistry, industrial health and safety, mining engineering, water resources, construction management and agricultural engineering. Since 1961, the firm has provided consulting services to industries, governmental agencies, commercial firms, developers, and other design professionals.

**OFFICES AND TESTING LABORATORIES**

**ARIZONA**

1335 West Auto Drive  
Tempe, AZ 85284  
(480) 763-1200

6451 South Country Club Road, #131  
Tucson, AZ 85706  
(520) 628-7769

**CALIFORNIA**

1370 Valley Vista Drive, Suite 150  
Diamond Bar, CA 91765  
(909) 396-0335

780 Chadbourne Road, Suite D  
Fairfield, CA 94534  
(707) 429-4070

1410 F Street  
Fresno, CA 93706  
(559) 486-0750

330 E. 4<sup>th</sup> Street, Suite A  
Hanford, CA 93230  
(559) 582-4451

8 Pasteur, Suite 190  
Irvine, CA 92618  
(949) 727-4466

620 West 16th Street, Unit F  
Long Beach, CA 90813  
(562) 432-1696

1577 West Main Street  
Merced, CA 95340  
(209) 384-7552

1224 6th Street  
Modesto, CA 95354  
(209) 577-4333

1970 Broadway, Suite 710  
Oakland, CA 94612  
(510) 628-9000

981 Garcia Avenue, Suite A  
Pittsburg, CA 94565  
(925) 427-6477

7133 Koll Center Parkway, Suite 100  
Pleasanton, CA 94566  
(925) 484-1700

9530 Crossroads Drive  
Redding, CA 96003  
(530) 222-7203

1220 Research Drive, Suite B  
Redlands, CA 92374  
(909) 793-2691

8331 Sierra College Boulevard, Suite 204  
Roseville, CA 95661  
(916) 797-1770

3077 Fite Circle  
Sacramento, CA 95827  
(916) 366-1701

365 Victor Street, Suite L  
Salinas, CA 93907  
(831) 755-7900

5015 Shoreham Place (Corp. HQ)  
San Diego, CA 92122  
(858) 320-2000

1362 Ridder Park Drive  
San Jose, CA 95131  
(408) 436-1155



**CALIFORNIA** *(continued)*

45 Mitchell Boulevard, Suite 18  
San Rafael, CA 94903  
(415) 472-6770

2240 Northpoint Parkway  
Santa Rosa, CA 95407  
(707) 571-1883

2825 East Myrtle Street  
Stockton, CA 95205  
(209) 948-1345

43218 Business Park Drive, Suite 201  
Temecula, CA 92590  
(951) 506-1488

1534 Callens Road  
Ventura, CA 93003  
(805) 477-0485

18374 Readiness Street  
Building 728, Suite 15  
Victorville, CA 92394  
(760) 530-0825

**COLORADO**

4815 List Drive, Unit #115  
Colorado Springs, CO 80919  
(719) 632-3593

747 N. Sheridan Boulevard, Suite 9B  
Denver, CO 80214  
(303) 237-6601

10044 Granite Hill Drive  
Parker, CO 80134  
(303) 840-4571

3010 Granada Boulevard  
Pueblo, CO 81005  
(719) 546-1150

**IDAHO**

1307 S. Maple Grove  
Boise, ID 83709  
(208) 376-9700

**KANSAS**

7802 Barton  
Lenexa, KS 66214  
(913) 962-0909

1601 S. W. 41<sup>st</sup> Street  
Topeka, KS 66609  
(785) 267-7131

**MISSOURI**

2812 Hunter Drive  
Blue Springs, MO 64015  
(816) 228-2555

**NEBRASKA**

9312 G Court  
Omaha, NE 68127  
(402) 331-2260

**NEVADA**

3140 Research Way, Suite 71  
Carson City, NV 89706  
(775) 884-3886

6380 South Polaris Avenue  
Las Vegas, NV 89118  
(702) 736-2936

4875 Longley Lane, Suite 100  
Reno, NV 89502  
(775) 689-7800

**NEW MEXICO**

8300 Jefferson NE, Suite B  
Albuquerque, NM 87113  
(505) 344-7373

**OKLAHOMA**

10926 E. 55<sup>th</sup> Place  
Tulsa, OK 74146  
(918) 627-6161

**OREGON**

15050 S.W. Koll Parkway, Suite L  
Beaverton, OR 97006  
(503) 644-9447

62915 18th Street, Suite A  
Bend, OR 97701  
(541) 382-4707

**TEXAS**

1410 Sewell Street  
Abilene, TX 79605  
(325) 698-3242

3601 Manor Road  
Austin, TX 78723  
(512) 926-6650

5002 Ambassador Row  
Corpus Christi, TX 78416  
(361) 854-4774

6800 Manhattan Boulevard, Suite 20  
Fort Worth, TX 76120  
(817) 429-6692

2211 Century Center Boulevard,  
Suite 101  
Irving, TX 75062  
(972) 870-0808

4103 East Stan Schlueter Loop  
Killeen, TX 76542  
(254) 699-1126

2130 S. Loop 250W #3  
Midland, TX 79703  
(915) 520-3527

2035 Central Circle, Suite 108  
McKinney, TX 75069  
(972) 542-4362

414 South Grandview Avenue  
Odessa, TX 79761  
(432) 332-8557

3570 Rocking J Road, Suite B  
Round Rock, TX 78664  
(512) 246-8919

2000 South 15th Street  
Waco, TX 76706  
(254) 754-0369

**UTAH**

1901 Prospector, Suite 30  
Park City, UT 84060  
(435) 649-2030

849 West Lavoy Drive, Suite 200  
Taylorsville, UT 84123  
(801) 261-3340

**WASHINGTON**

2405 140th Avenue NE, Suite A101  
Bellevue, WA 98005  
(425) 562-4200

15320 E. Marietta, Suite 2  
Spokane, WA 99216  
(509) 926-9994

## BASIS OF CHARGES

1. Listed herein are typical prices for services most frequently performed by Kleinfelder. Prices for other services provided by the firm or other services not listed will be given upon request, as well as special quotations for programs involving volume work.
2. The client agrees to limit the consultant's liability to the client and to all contractors and subcontractors on the project due to professional negligent acts, errors or omissions of the consultant to the sum of \$25,000 or the consultant's fee, whichever is greater. The consultant's liability (as previously described) on Materials Testing projects will be limited to the greater of \$2,500 or the amount of the consultant's fee.
3. Invoices will be issued on a periodic basis, or upon completion of a project, whichever is sooner. The net cash amount of this invoice is payable on presentation of the invoice. If not paid within 30 days after the date of the invoice, the unpaid balance shall be subject to a FINANCE CHARGE of 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%.
4. A two-hour minimum charge will be made for all field services. A four-hour minimum charge will be made for any field services in excess of two hours. A six-hour minimum charge will be made for field services in excess of four hours per day. An eight-hour minimum charge will be made for field services in excess of six hours per day. A one-hour minimum charge per day will be made for any office services.
5. Time worked in excess of 8 hours per day and weekend/holiday work will be charged at 1.5 times the hourly rate. Time worked in excess of 12 hours per day will be charged at 2 times the hourly rate.
6. Per diem will be charged at a rate of \$115 per day per person or expenses plus 20%, whichever is greater. Per diem will be charged for all projects in excess of 50 miles from the nearest Kleinfelder office.
7. Outside services will include a 20% markup unless otherwise noted.
8. Unless otherwise stated in the proposal, proposed fee includes standard invoicing with time detail summary. Invoicing backup (timesheets, daily field reports, or work summaries) will be included only if requested and will be at additional cost.
9. Certified payroll for prevailing wage projects will be provided only if requested and an additional hour of administrative time will be charged for each pay period.
10. We are protected by Worker's Compensation Insurance (and/or Employer's Liability Insurance), and by Public Liability Insurance for bodily injury and property damage, and will furnish certificates thereof upon request. We assume the risk of damage to our own supplies and equipment. If your contract or purchase order places greater responsibilities upon us or requires further insurance coverage, we, specifically directed by you, will take out additional insurance (if procurable) to protect us at your expense, but we shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts of coverage of our insurance.
11. All non-environmental and uncontaminated samples may be disposed of at Kleinfelder's discretion 30 days after submission of final report, unless prior arrangements are made. All environmental samples may be returned to clients at Kleinfelder's discretion 30 days after submission of final report, unless prior arrangements are made.
12. Proper disposal or handling of soil boring cuttings, well development and purge waters, decontamination solutions, and other contaminated/potentially contaminated materials is the responsibility of the client. Kleinfelder can provide containers for onsite containment and can advise the client regarding proper handling procedures.

**KLEINFELDER 2005 FEE SCHEDULE FOR ENVIRONMENTAL AND GEOTECHNICAL/MATERIALS TESTING SERVICES**

**PROFESSIONAL STAFF RATES\***

Professional I .....	\$ 110 / hour
Professional II .....	\$ 121 / hour
Staff Professional I .....	\$ 131 / hour
Staff Professional II / Project Manager I .....	\$ 142 / hour
Project Professional / Project Manager II .....	\$ 152 / hour
Senior Professional / Senior Project Manager .....	\$ 173 / hour
Principal Professional .....	\$ 194 / hour
Program/Client Manager I .....	\$ 194 / hour
Program/Client Manager II .....	\$ 205 / hour
Senior Principal Professional .....	\$ 205 / hour
Senior Program/Client Manager .....	\$ 215 / hour

**ADMINISTRATIVE/TECHNICAL STAFF RATES**

Administrative I .....	\$ 78 / hour
Project Administrator I .....	\$ 88 / hour
Project Administrator II .....	\$ 100 / hour
Technician I .....	\$ 79 / hour
Technician II .....	\$ 86 / hour
Technician III .....	\$ 95 / hour
Senior Technician .....	\$ 105 / hour
Supervisory Technician .....	\$ 116 / hour
Draftsperson .....	\$ 89 / hour
CADD Operator.....	\$ 105 / hour
Designer .....	\$ 116 / hour

Minimum Charges For Office Time Per Day ..... One Hour at Applicable Rate

Public works projects or projects receiving public funds may be subject to California Prevailing Wage laws. The above rates do not apply to projects subject to prevailing wages in California. Hourly rates for those projects will be supplied separately.

\* Applies to all professional rates including but not limited to civil, mechanical, chemical, electrical, geotechnical and environmental engineers; industrial hygienists; geologists; hydrogeologists; hydrologists; and computer specialists.

## ENVIRONMENTAL SAMPLING AND TESTING EQUIPMENT

### SOIL AND WATER

Acoustic Water Level Indicator .....	\$125.00/ day
Air Circulating Fan .....	\$ 21.63 / day
Air Compressor (3 - 10 cfm) .....	\$113.00/ day
Analog Thermometer* .....	\$ 16.50 / day
Bailers .....	\$ 48.40 / day
Bat Probe .....	\$ 43.26 / hour
Bed Load Samplers	
Hand-Held Low Flow .....	\$ 59.74 / day
High Flow with Suspension System and Winch .....	\$ 97.85 / day
Brunton Transit* .....	\$ 16.50 / day
Centrifugal Water Pump* .....	\$ 81.00 / day
Christy Box.....	\$103.00/ each
Concrete Bags - 50 Lbs .....	\$ 6.50 / each
Conductivity, pH, and Temperature Monitor .....	\$ 55.00 / day
Conductivity-Based Water Level Indicator .....	\$ 55.00 / day
Current Meter/Flow Measurement Equipment .....	\$ 97.85 / day
Diaphragm Surface Pump .....	\$ 86.52 / day
Digital Thermometer* .....	\$ 16.50 / day
Disposable Bailers .....	\$ 16.50 / each
Distilled Water .....	\$ 2.75 / gal
Groundwater Sampling Truck/Trailer .....	\$ 81.00 / hour
(Complete with generator, air compressor, sample pump and reel assembly, steam cleaner and water tank, water level indicator, conductivity, pH and temperature monitor, bailer) 4-hour minimum	
Hand Auger and Soil Sampler .....	\$ 70.00 / day
Hermit Hydrologic Monitor .....	\$563.00/ day
Hydrogen Peroxide Test Kit.....	\$ 6.49 / hour
Interface Probe (oil/water) .....	\$ 64.89 / day
Isco Composite Water Sampler Unit .....	\$183.34/ day
Isco Bladder .....	\$ 26.00 / each
Isco Flow Recorder .....	\$129.78/ day
Level or Transit and Rod .....	\$ 98.00 / day
Line/Cable Locator .....	\$108.15/ day
Locks.....	\$ 7.60 / each
Lysimeter Sampling Equipment .....	\$ 38.11 / day
Mason Jars .....	\$ 21.75 / case
Measuring Wheel*.....	\$ 16.50 / day
Metal Detector* .....	\$ 16.48 / day
Mileage, Round Trip .....	\$ 92.00 / day
Peristaltic Pump .....	\$ 81.00 / day
Personal Comp/Basic Soft Sys .....	\$ 16.50 / hour
pH Meter*.....	\$ 26.75 / day
Photo Ionization Detector.....	\$173.00/ day
Pipe Cutter and Threader* .....	\$ 26.78 / day
Portable Air Compressor* .....	\$ 26.75 / day
Portable Generator* .....	\$ 43.25 / day
Portable Generator (1.5 to 4 kW) .....	\$ 98.00 / day

\* Weekly and monthly rates available upon request.

**ENVIRONMENTAL SAMPLING AND TESTING EQUIPMENT (Continued)**

Portable Generator (greater than 4 kW) .....	\$124.00/ day
Power Inverter* .....	\$ 21.63 / day
Pump Bladders .....	\$ 76.22 / each
QED Filters .....	\$ 21.75 / each
Range Finder* .....	\$ 16.48 / day
Sample Transfer Vessel (filter) .....	\$ 21.63 / day
Sampling Kit.....	\$ 16.50 / day
Steam Cleaner (0.5 to 2 gpm) .....	\$123.60/ day
Stevens Water Level Recorder* .....	\$ 54.59 / day
Storage Tanks	
500 gallon .....	\$ 16.48 / day
2,000 gallon .....	\$ 16.48 / day
Suspended Sediment Samplers	
DH48 Hand-Held Low Flow .....	\$ 64.89 / day
D49, D74 High-Flow with Suspension System and Winch .....	\$ 96.82 / day
Syringe Sampler .....	\$167.89/ day
Trailer-Mounted 4-inch Submersible Pump and Reel Assembly .....	\$389.34/ day
Transducer and SE 1000 Recorder .....	\$249.26/ day
	\$942.45/ week
Variable Voltage Supply* .....	\$ 26.78 / day
Walkie Talkie Set* .....	\$ 26.75 / day
Well Development Tool .....	\$ 65.00 / day

**AIR AND GAS**

	<u>Rate/Day</u>	<u>Rate/Week</u>	<u>Rate/Month</u>
Absolute Pressure Transducer .....	\$ 25.75	\$ 86.52	\$ 267.80
Bacharach O <sub>2</sub> Combustible Analyzer .....	43.26	129.78	422.30
Barhole Punch .....	21.63	59.74	146.26
Barometer .....	16.48	48.41	140.08
Calibration Gas .....	8.75	26.78	70.04
Calibration Gas Regulator .....	8.76	26.78	81.37
Combustible Gas Analyzer .....	65.00	226.60	692.16
Differential Pressure Transducer .....	26.75	96.82	281.19
Draeger Quantimeter .....	129.78	442.90	1,375.05
Draeger Tubes .....	16.48 each	-	-
Dual Ambient Air Sampler .....	70.00	211.15	757.05
Field Gas Chromatograph .....	628.30	2,513.20	6,921.60
Fyrite CO <sub>2</sub> or O <sub>2</sub> indicator .....	16.48	38.11	123.60
Gas Chromatograph (office) .....	-	-	76.22 each run
Gas Production Curves .....	-	-	442.90 each run
Integrated Surface Sampler .....	43.26	129.78	422.30
Irrrometer .....	8.65	26.78	76.22
Kurz Velocity Meter .....	26.75	97.85	281.19
Magnehelic Gauge .....	16.50	48.40	141.11
Moisture Meter .....	16.50	48.41	141.11
Naigene Hand Pump .....	21.63	64.89	206.00
O <sub>2</sub> Analyzer .....	77.00	257.50	746.75

\* Weekly and monthly rates available upon request.

**ENVIRONMENTAL SAMPLING AND TESTING EQUIPMENT (Continued)**

<b>AIR AND GAS</b>	<b><u>Rate/Day</u></b>	<b><u>Rate/Week</u></b>	<b><u>Rate/Month</u></b>
Organic Vapor Analyzer or Photoionization Detector	\$200.00	\$607.70	\$2,111.50
Organic Vapor Analyzer with Strip Chart Recorder ...	227.00	628.00	2,389.60
Orifice Plate .....	26.78	81.37	281.19
Pitot Tubes .....	16.48	49.44	140.08
Portable Brailsford Pump or Equivalent .....	38.11	113.30	367.71
Slack Tube Manometer .....	8.76	26.78	76.22
Sound Level Meter .....	55.00	-	-
Strip Chart Recorder (dual pen) .....	21.63	64.89	206.00
Strip Chart Recorder (single pen) .....	21.63	64.89	206.00
Submersible Pump (3") .....	86.52	-	-
Tedlar Air Sample Bag .....	38.11 each	-	-
Test Skid .....	346.08	1,199.95	3,821.30
Test Trailer .....	412.00	1,494.00	4,532.00
Vibration Analyzer.....	70.04	-	-
Voltmeter .....	8.76	26.78	70.04
Wind Speed and Direction Indicator (one system each)	-	422.30	1,493.50

**MONITORING WELL INSTALLATION MATERIALS\***

	<b><u>2-inch</u></b>	<b><u>4-inch</u></b>
Casing, Blank Schedule 40, PVC with Threaded Joints 10-foot lengths .....	\$ 7.62 / foot	\$ 16.48 / foot
Casing, Blank Schedule 40, PVC with Threaded Joints 5-foot lengths .....	\$ 8.75 / foot	\$ 21.63 / foot
Casing, Screens, 0.02-inch Slots, Schedule 40 PVC with Threaded Joints, 10-foot lengths .....	\$ 8.75 / foot	\$ 21.63 / foot
Casings, Screens, 0.02-inch Slots, Schedule 40 PVC with Threaded Joints, 5-foot lengths .....	\$ 9.79 / foot	\$ 31.93 / foot
Casing, PVC Plug .....	\$ 8.75 / each	\$ 27.81 / ea
Casing, PVC Cap .....	\$ 16.50 / each	\$ 38.11 / ea
Sand, 100-lb bag .....	\$ 33.00 / bag	
Bentonite Pellets, 50-lb bucket .....	\$ 124.00 / bucket	
Drums .....	\$ 57.00 / each	
Granulated Bentonite, 50-lb sack .....	\$ 55.00 / sack	
Ground Pump and Controller .....	\$1,030.00 / month	
Cement/Bentonite Slurry .....	\$ 146.26 / cubic yard	
Security Tops .....	\$ 249.00 / each	
Brass Tubes .....	\$ 8.65 / each	

\* Quotations on prices for PVC well casings greater than 4-inch diameter and other materials (stainless steel, etc.) provided on request.

**HEALTH AND SAFETY EQUIPMENT**

Portable Personnel Decontamination Trailer .....	\$269.86 / day
Personnel Air Sampling Pump .....	\$ 98.00 / day
Borehole Ventilation System .....	\$206.00 / day
Level B Protection <sup>a</sup> .....	\$270.89 / day / person
Level C Protection <sup>a</sup> .....	\$173.00 / day / person
Level D Protection <sup>a</sup> .....	\$ 49.00 / day / person
Limited Level D Protection <sup>a</sup> .....	\$ 39.00 / day / person

<sup>a</sup> Charges for each protection level are based on dry work conditions and use of uncoated PVC/nitrile/neoprene gloves. A nominal charge for wet work conditions requiring coated or special chemical resistant coveralls (i.e., Saranex) and gloves (i.e., Viton) may be added.

### SPECIAL MEDICAL SURVEILLANCE COSTS

Baseline physical costs are covered by the company; however, project-specific medical tests will be charged at cost, plus 20%.

### OTHER EQUIPMENT CHARGES

#### **GEOPHYSICAL EXPLORATION EQUIPMENT**

Seismograph, Single Channel Bison Model 1570C or Nimbus Model ES-125 .....	\$195.00/day
Seismograph, Twelve Channel Nimbus Model ES1210F .....	\$510.00/day
Resistivity Meter, Bison Model #2390 .....	\$170.00/day
Soil Test Model R-40C .....	\$139.05/day
Megger Earth Tester .....	\$108.00/day
Magnetometer, Portable Proton-Geometrics Model 6816 .....	\$195.00/day
Electromagnetics .....	\$226.60/day
Terrain Conductivity Meter Geonics Model EM 31 .....	\$206.00/day
Downhole Shear Wave Velocity Measurement .....	On Request
Blast and Vibration Monitor, VM-100 (Normal set up and takedown) .....	\$412.00/day
Slope Indicator (4-hour minimum) .....	\$ 48.41 /hour
Pneumatic Piezometer Indicator Sinco Model 51411-A .....	\$185.40/day
Sealed Double Ring Infiltrometer Test Equipment .....	On Request

#### **VEHICLES**

Vehicle, 2 Wheel Drive .....	\$ 8.75 /hour
Vehicle, 4 Wheel Drive .....	\$ 16.50 /hour
Mileage, 2 Wheel Drive .....	\$ .55 /mile
Mileage, 4 Wheel Drive .....	\$ 1.10 /mile
Vehicle Equipped with Standard Field Testing Equipment .....	\$ 16.50 /hour
Vehicle Equipped with Nuclear Density Testing Equipment .....	\$ 21.75 /hour
Vehicle Equipped with Ultrasonic, Magnetic Particle, and Dye Penetrant Testing Equipment .....	\$ 21.75 /hour
Utility Trailer .....	\$ 38.11 /day
Hydraulic Hand Lift .....	\$ 32.96 /day

### OTHER EQUIPMENT CHARGES (Continued)



**OFFICE EQUIPMENT**

Microcomputer, basic software systems and supporting hardware .....	\$ 21.63 /hour
Mainframe Computer Time-Sharing (per CPU minute).....	\$ 9.27 /minute
Camera and Film .....	\$ 21.75 /week
Computer Connect Time.....	\$ 7.73 /hour
Disk Storage (per megabyte).....	\$ 76.22 /month
Environmental Information Management System Software Surcharge .....	\$ 16.48 /hour
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Large Format Drawing Copies, Precision Trim .....	\$ 1.65 /each
Mylar Reproductions .....	\$ 16.48 /sheet
Autocad Drafting, Hardware and Software .....	\$ 32.96 /hour
Autocad Drawing Plots .....	\$ 1.65 /minute
Video Camera .....	\$ 76.22 /day

## GEOTECHNICAL/MATERIALS TESTING EQUIPMENT CHARGES

### **MATERIALS TESTING EQUIPMENT**

Skidmore Wilhelm Bolt Tension Calibrator .....	\$ 50.00 / day
Torque Wrench .....	\$ 45.00 / day
Schmidt Hammer .....	\$ 50.00 / day
R Meter (Pachometer) .....	\$ 70.00 / day
Windsor Probe .....	\$ 25.00 / shot
Anchor Bolt Testing Device.....	\$140.00/ day
Concrete Vapor Transmission Test Kit ..... F1869	\$ 30.00 / kit
Thin Lift Nuclear Asphalt Gauge .....	\$100.00/ day
Nuclear Asphalt Content Gauge .....	\$100.00/ day
Coring Machine with Generator .....	\$150.00/ day
Floor Flatness Testing Device .....	\$100.00/ day

### **Diamond Bit Core Barrel Charge**

2" Diameter .....	\$ 2.00 / inch
3" Diameter .....	\$ 3.00 / inch
4" Diameter .....	\$ 4.00 / inch
6" Diameter .....	\$ 6.00 / inch
8" Diameter .....	\$ 8.00 / inch
Minimum bit charge-6" per job	

## SOIL AND AGGREGATE TESTS

### **COMPACTION CURVES**

Standard 4" Mold .....	D-698 Method A	\$180.00/ each
Standard 6" Mold .....	D-698 Method B, C	\$195.00/ each
Modified, 4" Mold .....	D-1557 Method A	\$180.00/ each
Modified, 6" Mold .....	D-1557 Method B, C	\$195.00/ each
California Impact, Dry Method .....	CAL-216-F	\$195.00/ each
California Impact, Wet Method.....	CAL-216	\$155.00/ each
Check Point.....		\$100.00/ each
Relative Density (Maximum and Minimum).....	D-4253 & 4254	\$295.00/ set

### **SOIL AND AGGREGATE STABILITY**

R-Value, Untreated Material or field Sample .....	D-2844, CAL-301	\$240.00/ each
R-Value, Reproportioned or Chemically -Treated .....	D-2844, CAL-301	\$285.00/ each
Correction for oversized material in sample.....	D-2844, CAL-301	\$ 65.00 / each
C.B.R. 100% Compaction (Includes compaction curve) .....	D-1883	\$530.00/ each
C.B.R. Other Compaction Effort (includes compaction curve) .....	D-1883	\$700.00/ each
Soil Cement, C.T.B., Mix Design .....		On Request
C.T.B. Compression Test, (Includes Preparation) .....	CAL-312	\$850.00/ each
Lime-Treated Compression Test (Includes Opt. Moist. Determ.) Set of 3 .....	CAL-373	\$850.00/ each
Check Point.....	CAL-373	\$300.00/ each
Cement-Treated Compression Test, Set of 3 .....	PCA EB052.06S	\$540.00/ each

## SOIL AND AGGREGATE TESTS (Cont.)

### **BASIC SOIL AND AGGREGATE PROPERTIES**

Sieve Analysis, Coarse and Fine Including Wash .....	C-136, D-422, CAL-202	\$125.00/ each
Sieve Analysis, Coarse (Retained on No. 4 Sieve).....	C-136, CAL-202	\$ 75.00 / each
Sieve Analysis, Fine Including Wash (Passing No. 4 Sieve) ....	C-136, CAL-202	\$105.00/ each
Sieve Analysis, Wash (% Finer than No. 200 Sieve) .....	C-117, D-1140	\$ 75.00 / each
Hydrometer (Without Sieve Analysis) .....	D-422, CAL-203	\$150.00/ each
Hydrometer (Including Sieve Analysis) .....	D-422, CAL-203	\$230.00/ each
Specific Gravity .....	C-127, C-128, D-854	\$ 85.00 / each
Sand Equivalent, Average of 3 .....	D-2419, CAL-217	\$ 95.00 / each
Sand Equivalent, One Point Method .....		\$ 70.00 / each
Plasticity Index .....	D-4318, CAL-204	\$150.00/ each
Liquid Limit.....	D-4318, CAL-204	\$100.00/ each
Expansion Index Test .....	D-4829, UBC 18-2	\$150.00/ each
Swell Pressure, Per Point .....	D-4546	\$100.00/ each
Moisture Determination and Unit Weight .....	D-2216, D-2937, D-4643	\$ 45.00 / each
Moisture Determination Only .....	D-2216, D-4643, CAL-226	\$ 20.00 / each
Resistivity of Soil (Laboratory Measurement) .....	CAL-532, CAL-643	\$145.00/ each
pH Test (Laboratory Measurement) .....	EPA-9045	\$ 50.00 / each
pH Test, Lime Treated Soils .....	C-977	\$120.00/ each
Organic Content-Soils.....	D-2974	\$ 90.00 / each
Pinhole Test for Dispersive Soils .....	D-4647	\$250.00/ each
Dielectric Constant.....		\$ 51.50 / each

### **HYDRAULIC CONDUCTIVITY**

Flexible Wall, Falling Head .....	D-5084, EM 1110-2-1906	\$325.00/ each
Rigid Wall Permeability of Undisturbed Sample, up to No. 4 Sieve Size .....		\$165.00/ each
Rigid Wall, Constant Head, Gravel .....	D-5856	\$165.00/ each

### **SAMPLE PREPARATION**

Trimming .....		\$ 50.00 / each
Remolding .....		\$ 65.00 / each
Splitting .....		\$ 25.00 / each
Mixing and Processing .....		\$ 65.00 / hour

### **SHEAR STRENGTH AND CONSOLIDATION TESTS**

Unconfined Compression, Including Moisture Content & Unit Weight....	D-2166	\$105.00/ each
Triaxial Compression Test		
Quick Per Point .....		\$130.00/ point
UU Saturated .....	D-2850	\$215.00/ point
CD Saturated .....	EM-1110-2-1906	\$325.00/ point
CU Saturated .....	D-4767	\$260.00/ point
CU Saturated with Pore Water Pressure .....	D-4767	\$375.00/ point
Direct Shear (Quick) Per Point (Dry).....	D-3080	\$110.00/ each
Direct Shear (3 point staged test) (Saturated) .....		\$285.00/ each
Direct Shear (Residual) Per Point (Saturated) .....		\$115.00/ point
Consolidation, With Two Time Rates .....	D-2435	\$365.00/ test
Constant Rate of Strain Consolidation, With Time Rate .....	D-4186	\$570.00/ test
Consolidation, Without Time Rate, Six Load Increments.....	D-2435	\$285.00/ test
Collapse Potential .....	D-5333	\$105.00/ each

Note: Special testing procedures that deviate from standard will be charged on a time and expense basis.

**SOIL AND AGGREGATE TESTS (Continued)**

**AGGREGATE QUALITY**

Injurious Organic Matter.....	C-40	\$ 55.00 / each
Absorption, Gravel .....	C-127, CAL-206	\$ 55.00 / each
Absorption, Sand .....	C-128, CAL-207	\$ 90.00 / each
Unit Weight, Average of 3 .....	C-29, CAL-212	\$ 65.00 / test
Los Angeles Abrasion Test-500 Revolutions .....	C-131, CAL-211	\$155.00/ each
Los Angeles Abrasion Test-1,000 Revolutions .....	C-535, CAL-211	\$200.00/ each
Sulfate Soundness (5 Cycles) Per Sieve Size .....	C-88, CAL-214	\$ 90.00 / each
Mortar Making Properties of Sand .....	C-87, CAL-515	\$500.00/ each
Potential Reactivity Test .....	C-289	On Request
Cleanness Test (Referee Test) .....	CAL-227	\$135.00/ each
Crushed Particles per sieve size .....	D-693, CAL-205	\$100.00/ each
Flat and Elongated Particles per sieve size .....	D-4791, CE-119, CE-120	\$100.00/ each
Clay Lumps and Friable Particles .....	C-142	\$100.00/ each
Lightweight Pieces in Aggregate .....	C-123	\$300.00/ each
Durability, Fine .....	D-3744, CAL-229	\$100.00/ each
Durability, Coarse .....	D-3744, CAL-229	\$165.00/ each
Durability Index, Coarse and Fine .....	D-3744, CAL-229	\$250.00/ test

**CONCRETE**

Concrete Mix Design Review .....		\$190.00/ each
Laboratory Trial Batch, Including Compression Testing of Six Specimens .....		\$540.00/ each
Concrete Cylinder Cured and/or Compression Tested .....	C-39, CAL-521	\$ 24.00 / each
Compression Test, Lightweight Insulating Concrete .....	C-495	\$ 50.00 / each
Unit Weight of Concrete Cylinders .....	C-138	\$ 50.00 / each
Flexural Strength, Concrete Beam .....	C-78, C-293, CAL-523	\$ 95.00 / each
Compression Test, Gunit/Shotcrete Panel, Set of 6 Cores .....	C-1140	\$230.00/ set
Compression Test on Cored Specimens (Includes End Preparation) .....	C-42	\$ 55.00 / each*
Cylinder Molds .....		\$ 2.75 / each
Drying Shrinkage Test, set of 3 .....	C-157	\$400.00/ each
Modulus of Elasticity of 6" x 12" Concrete Cylinder .....	C-469	\$216.30/ each
Splitting Tensile Strength .....	C-496	\$ 70.00 / each
Cement Content of Hardened Concrete .....	C-85	On Request
Density of Spray Applied Fireproofing .....	E-605	\$ 65.00 / each
Unit Weight of Lightweight Concrete .....	C-567	\$ 65.00 / each
Mortar Bar Expansion (Short-Term Expansion, 0-14 days) .....	C-1260	\$950.00/ each
Mortar Bar Expansion (Long-Term Expansion, more than 14 days) .....	C-227	\$1,900.00/ each

\* Does not include coring

### MASONRY

Grout or Mortar Specimen		
Cured and/or Compression Tested		
..... C-109, C-579, C-942, C-1019, UBC 21-16, UBC 21-18		\$ 24.00 / each
Compression Test, Masonry Units .....	C140	\$ 55.00 / each
Compression Test, 8 x 8 x 16 Prisms or smaller .....	E-447, UBC 21-17	\$ 90.00 / each
Compression Test, 10 x 8 x 16 Prisms or smaller .....	E-447, UBC 21-17	\$100.00 / each
Compression Test, 12 x 8 x 16 Prisms or smaller .....	E-447, UBC 21-17	\$110.00 / each
Absorption and Received Moisture, Masonry Unit .....	C-140	\$ 65.00 / each
Lineal Shrinkage, Masonry Units .....	C-426	\$150.00 / each
Compression Strength, Brick .....	C-67	\$ 55.00 / each
Modulus of Rupture, Brick .....	C-67	\$ 65.00 / each
Absorption Test, Brick, 5-Hour with Coefficient .....	C-67	\$100.00 / each
Shear Test on Masonry or Brick Cores .....	CAL-644	\$ 50.00 / each
Grout or Mortar Mold .....		\$ 2.75 / each
Breaking Load, Roof Tile .....	UBC 15-5	\$ 40.00 / each
Absorption, Roof Tile .....	UBC 15-5	\$ 65.00 / each
Permeability, Roof Tile .....		\$110.00 / each

### ASPHALT

Centrifuge Kerosene Equivalent .....	CAL-303	\$215.00 / each
Extraction, % Bitumen .....	D-1856, D-2172, CAL-310, CAL-362	\$140.00 / each
Extraction, % Bitumen, with Gradation .....		\$240.00 / each
Film Stripping .....	CAL-302	\$105.00 / each
Stabilometer Test and Mixing of Sample .....	D-1560, CAL-366	\$250.00 / each
Stabilometer Test on Premixed Sample .....	D-1560, CAL-366	\$140.00 / each
Swell .....	CAL-305	\$115.00 / each
Moisture Vapor Susceptibility, in Addition to Stabilometer .....	CAL-307	\$225.00 / each
Complete Design of Wearing Surface for a Given Asphalt and Aggregate, Hveem or Marshall Method .....		On Request
Marshall Stability and Flow-Set of 3 (Without Mixing) .....	D-1559	\$320.00 / set
Marshall Stability and Flow-Set of 3 (Lab Mixed) .....	D-1559	\$410.00 / set
Superpave Mix Design—Preliminary Voids Analysis only (PMA)FHWA SA-95-003		\$2,800.00 / each
Superpave Mix Design (Excludes Binder or Agg. Qual. testing)FHWA SA-95-003		\$2,800.00 / each
Unit Weight of Core or Compacted Sample .....	D-1188, D-2726, CAL-308	\$ 45.00 / each
Maximum Density of Mix by Marshall Method, Set of 3 (Without Mixing) .....		\$185.00 / set
Maximum Density of Mix by Hveem Method, Set of 5 (Without Mixing) .....	D-1561, CAL-304	\$250.00 / set
Maximum Theoretical Specific Gravity (Rice Method) .....	D-2041, CAL-309	\$130.00 / each
Index of Retained Strength .....	D-1074, D-1075	\$1,000.00 / each

### METALS

Tensile, up to 0.5 sq. in. Cross Sectional Area	A-36, A-500, A-570, A-572, A-615, A-706	\$ 65.00 / each*
Tensile, 0.5 to 1.8 sq. in. Cross Sectional Area	A-36, A-500, A-570, A-572, A-615, A-706	\$ 75.00 / each*
Tensile, > 1.8 sq. in. Cross Sectional Area	A-36, A-500, A-570, A-572, A-615, A-706	\$ 85.00 / each*
Bend Test	A-370, A-709	\$ 35.00 / each*
Tensile and Bend, up to 0.5 sq. in. Cross Sectional Area		\$ 80.00 / each*
Tensile and Bend, 0.5 to 1.8 sq. in.		\$ 90.00 / each*
Tensile and Bend, > 1.8 sq. in. Cross Sectional Area		On Request
505 Tensile	A-370, A-709	\$ 80.00 / each*
Rebar Coupler, Slippage Test, Including Ultimate Tensile Strength	A-370, CTM-670	\$115.00/ each
Rebar Coupler, Ultimate Strength, Tensile Only	A-370, CTM-670	\$ 70.00 / each
Rebar Splice Test (Ultimate), Tensile (sample or control bar)	A-370, CTM-670	\$ 70.00 / each
P.T. Standard Tensile Strength	A-421	\$130.00/ each
High-Strength Rod Tensile, to 2.25" Diameter	A-354, A-615, A-722	\$ 70.00 / each
High-Strength Rod Tensile, greater than 2.25" Diameter	A-354, A-615, A-722	\$125.00/ each
Charpy V-Notch Impact, Set of 3	A-673	\$160.00/ each*
Epoxy-Coated Rebar and Wire, Bend Test	A-775, A-884, A-934	\$ 20.00 / each
Epoxy-Coated Rebar and Wire, Holiday Test	A-775, A-884, A-934	\$ 20.00 / each
Epoxy-Coated Rebar and Wire, Thickness of Coating	A-775, A-884, A-934	\$ 20.00 / each
Rockwell Hardness (Per Piece)	A-307, A-325, A-449, A-563, E-18, F-844	\$ 45.00 / each
Rockwell Hardness, Bolt Assembly (Set of 3)	A-307, A-325, A-449, A-563, E-18, F-844	\$110.00/ each
Dimension Verification (Bolt, Nut, Washer, or P.T. Strand)	A-307, A-325, A-449, A-563, F-436, F-844	\$ 45.00 / each
Proof Load (Bolt, Nut, or High-Strength Rod)	A-307, A-325, A-449, A-563, F-606	\$ 45.00 / each
Bolt Thread Pitch Verification	A-307, A-325, A-449, A-563, F-606	\$ 45.00 / each
Bolt Wedge Tensile	A-307, A-325, A-449, A-563, F-606	\$ 45.00 / each
Thickness of Coating (Per Piece)	E-376	\$ 45.00 / each
Weight of Coating	A-90	\$100.00/ each

### WELDING QUALIFICATIONS-STRUCTURAL STEEL (PHYSICAL TEST METHOD-ASME, AWS, API, TITLE 21)

Operator Performance and Procedure Tests	On Request
Machining and Material Costs	At Cost +20%
Guided Bend Test, face or root	\$ 35.00 / each*
Side Bend Test	\$ 35.00 / each*
Free Bend Test	\$ 35.00 / each*
Tensile Test (reduced section)	\$ 65.00 / each*
Macroetch Test	\$100.00/ each
Fracture Test	\$ 35.00 / each*
T Bend Test	\$ 35.00 / each*
Notch Test	\$ 35.00 / each*
Qualification tests also available by X-ray procedures	On Request

\* Does not include machining costs, if required.

### ROOFING TESTS

Standard Quantitative Analysis (Weight of Bitumen, Ply Structure Diagram) .....	\$200.00/ each
Standard Quantitative Analysis With Gravel (Includes Weight of Gravel) .....	\$250.00/ each
Quantitative Analysis ..... D-2829	\$350.00/ each
Quantitative Analysis (New Roofs) ..... D-3617	\$250.00/ each
Unit Weight of Surfacing .....	\$ 90.00 / each
Unit Weight of Sample .....	\$ 80.00 / each
Diagram of Sample .....	\$100.00/ each
Void Analysis .....	\$100.00/ each
Ply Type Identification .....	\$ 75.00 / each
Mat Type Identification .....	\$ 75.00 / each
Bitumen Sample Recovery .....	\$300.00/ each
Compliance Report .....	On Request
Roof Moisture Survey .....	On Request
Bitumen Content of Adhered Aggregate ..... D-4074	\$100.00 / each

### OTHER EQUIPMENT CHARGES

#### **GEOPHYSICAL EXPLORATION EQUIPMENT**

Seismograph, Single Channel Bison Model 1570C or Nimbus Model ES-125 .....	\$195.00/ day
Seismograph, Twelve Channel Nimbus Model ES1210F .....	\$510.00/ day
Resistivity Meter, Bison Model #2390 .....	\$170.00/ day
Soil Test Model R-40C .....	\$139.05/ day
Megger Earth Tester .....	\$108.00/ day
Magnetometer, Portable Proton-Geometrics Model 6816 .....	\$195.00/ day
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Video Camera .....	\$ 76.22 / day







FIRST AMENDMENT  
TO  
AGREEMENT BETWEEN  
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY  
AND  
KLEINFELDER INC.

THIS FIRST AMENDATORY AGREEMENT is made and entered into this 16th day of May 2006, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY (TRLIA), a Joint Powers Authority, and KLEINFELDER INC. ("CONTRACTOR").

**RECITALS:**

WHEREAS, the TRLIA and CONTRACTOR entered into an agreement to provide basic services dated April 19, 2005 ("AGREEMENT");

WHEREAS, Article B.3 of the AGREEMENT, states that modifications or amendments to the terms of the AGREEMENT shall be in writing and executed by both parties:

WHEREAS, the TRLIA and CONTRACTOR desire to amend the AGREEMENT;

NOW, THEREFORE, the TRLIA and CONTRACTOR agree as follows:

1. Exhibit A of the AGREEMENT shall be amended to perform those additional services described in the attachment to this FIRST AMENDMENT.
2. Article B.1 of the AGREEMENT shall be amended to increase the price ceiling for basic services by \$9,600 from \$520,000 to: \$529,600. ✓ *AMA 10/13/06*
3. Article A.2 of the AGREEMENT shall be amended to extend the "TERM" of the contract from May 30, 2006 to July 31, 2006.

All other terms and conditions contained in the Agreement shall remain in full force and effect.

This AMENDED AGREEMENT is hereby executed on this 16th day of May 2006.

AUTHORITY

BY: Richard E. Webb  
"THREE RIVERS LEVEE  
IMPROVEMENT AUTHORITY"

CONTRACTOR

BY: [Signature]  
"KLEINFELDER INC." *5-18-06*

APPROVED AS TO FORM:  
DANIEL G. MONTGOMERY

THREE RIVERS LEVEE IMPROVEMENT  
AUTHORITY COUNSEL

[Signature]