

# Board Contract Summary

BC

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For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: *Auditor-Controller Intranet Policies->Contracts.*

D1.	Fiscal Year .....	2020-21
D2.	Department Name .....	PW Flood Control
D3.	Contact Person .....	Matt Griffin
D4.	Telephone .....	Ext. 48074

K1.	Contract Type (check one):	Personal Service	Capital
K2.	Brief Summary of Contract Description/Purpose .....	Construction and Inspection Services for the Lower Mission Creek Project Reach 2B2 and Reach 3	
K3.	Department Project Number .....	SC8042	
K4.	Original Contract Amount .....	\$591,771.40 (\$537,974 plus contingency \$53,797.40)	
K5.	Contract Begin Date .....	March 16, 2021	
K6.	Original Contract End Date .....	June 30, 2022	
K7.	Amendment? (Yes or No) .....	N/A	
K8.	- New Contract End Date .....	N/A	
K9.	- Total Number of Amendments .....	N/A	
K10.	- This Amendment Amount .....	N/A	
K11.	- Total Previous Amendment Amounts .....	N/A	
K12.	- Revised Total Contract Amount .....	N/A	

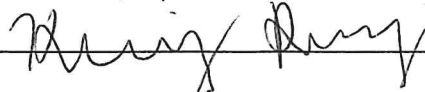
B1.	Intended Board Agenda Date .....	March 16, 2021
B2.	Number of Workers Displaced (if any) .....	N/A
B3.	Number of Competitive Bids (if any) .....	N/A
B4.	Lowest Bid Amount (if bid) .....	N/A
B5.	If Board waived bids, show Agenda Date .....	N/A
	and Agenda Item Number .....	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph) .....	Added paragraph 34

F1.	Fund Number .....	2610
F2.	Department Number .....	054
F3.	Line Item Account Number .....	8400
F4.	Project Number (if applicable) .....	SC8042
F5.	Program Number (if applicable) .....	3005
F6.	Org Unit Number (if applicable) .....	
F7.	Payment Terms .....	Net 30

V1.	Auditor-Controller Vendor Number .....	019268
V2.	Payee/Contractor Name .....	Filippin Engineering Inc.
V3.	Mailing Address .....	354 S Fairview Ave., STE D
V4.	City State (two-letter) Zip (include +4 if known) .....	Goleta, CA 93117
V5.	Telephone Number .....	(805) 845-4602
V6.	Vendor Contact Person .....	Kelly Wheeler
V7.	Workers Comp Insurance Expiration Date .....	2/9/21 2/9/22
V8.	Liability Insurance Expiration Date .....	2/9/21 2/9/22
V9.	Professional License Number .....	
V10.	Verified by (print name of county staff) .....	clopez

V11 Company Type (Check one):      Individual      Sole Proprietorship      Partnership      Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 02/16/21      Authorized Signature: 

## **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the **Santa Barbara County Flood Control & Water Conservation District**, a political subdivision of the State of California (hereafter COUNTY) and **Filippin Engineering** with an address at 354-D South Fairview Avenue, Goleta, CA 93117 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### **1. DESIGNATED REPRESENTATIVE**

Matt Griffin at phone number (805) 884-8074 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Kelly Wheeler at phone number (805) 845-4602 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

### **2. NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:	Mr. Thomas D. Fayram, Santa Barbara County Flood Control & Water Conservation District, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101
To CONTRACTOR:	Mr. Gino P. Filippin, Filippin Engineering, 354-D South Fairview Avenue, Goleta, CA 93117

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

### **4. TERM**

CONTRACTOR shall commence performance on **March 16, 2021** and end performance upon completion, but no later than **June 30, 2022** unless otherwise directed by COUNTY or unless earlier terminated.

### **5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing

shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

**6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

**7. STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

**8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

**9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

**10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under

this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

#### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

#### **12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

#### **13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

#### **14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at

any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

**15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

**16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

**17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

**18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

**19. TERMINATION**

- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the

term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## 20. **SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

## 21. **SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## 22. **REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

## 23. **TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**24. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

**25. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**26. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties 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.

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

**28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**29. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**30. AUTHORITY**

All signatories and 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, or firms represented or purported to be represented by such entity(ies), person(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. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

**31. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

**32. PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

**33. REGISTRATION**

COUNTY hereby notifies CONTRACTOR that no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no contractor or subcontractor may be awarded a contract for public work on a public works unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**34. IMMATERIAL CHANGES**

CONTRACTOR and COUNTY agree that immaterial changes to this Agreement such as time frame and mutually agreeable work program changes which will not result in a change to the total contract amount or to the scope of the Statement of Work may be authorized by the Public Works Director, or designee in writing, and will not constitute an amendment to the Agreement.



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**Agreement for Services of Independent Contractor between the Santa Barbara County Flood Control & Water Conservation District and Filippin Engineering.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Ex Officio Clerk of Board of Directors  
of the Santa Barbara County Flood  
Control and Water Conservation District

**SANTA BARBARA COUNTY FLOOD  
CONTROL & WATER CONSERVATION  
DISTRICT:**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Bob Nelson, Chair, Board of Directors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

Santa Barbara County Flood Control  
& Water Conservation District

**CONTRACTOR:**

Filippin Engineering

By:  \_\_\_\_\_  
1D6104A97F1C4E8...  
Scott D. McGolpin  
Public Works Director

By:  \_\_\_\_\_  
Authorized Representative

Name: Gino Filippin

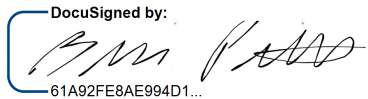
Title: President


**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

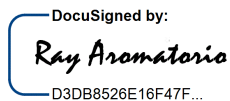
Betsy M. Schaffer, CPA  
Auditor-Controller

By:  \_\_\_\_\_  
61A92FE8AE994D1...  
Deputy County Counsel

By:  \_\_\_\_\_  
B9D7C9FF7A414AE...  
Deputy

**APPROVED AS TO FORM:**

Ray Aromatorio, ARM, AIC  
Risk Manager

By:  \_\_\_\_\_  
D3DB8526E16F47F...  
Risk Management

**EXHIBIT A  
STATEMENT OF WORK**



FE WO 210202

February 5, 2021

Santa Barbara County Flood Control & Water Conservation District  
123 East Anapamu Street  
Santa Barbara, CA 93101  
Attn: Matt Griffin, P.E.

**SUBJECT: PROPOSAL FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES, LOWER MISSION CREEK, REACH 2B – PHASE 2 and REACH 3**

Dear Mr. Griffin:

Thank you for the opportunity to submit our proposal to perform construction management & inspection services on the Lower Mission Creek Projects, Reach 2B – Phase 2 and Reach 3, including preconstruction and construction services for Santa Barbara County Flood Control and Water Conservation District (Flood Control). We have reviewed the Reach 2B-2 project plans several years ago, and we look forward to completing the project this year. We understand that bids open on in February 2021, award is tentatively expected to be in March 2021, and construction is planned to start the beginning of April 2021.

Filippin Engineering (FE) has worked on previous Flood Control projects, including the Lower Mission Creek, Reach 1B, Reach 2B-1, Reach 1A-1, Reach 2A, and Mason Street Bridge and Reach 1A-2. In addition, FE also has experience working with the various agencies involved on the project, and has a general familiarity with the plans from completing a brief constructability review on the contract documents several iterations previous.

**UNDERSTANDING OF THE PROJECT**

FE's understanding of the project is based upon our recent conversations with Flood Control staff, and bid plan and specification sets currently out to bid. Our staffing, approach, and proposed services are based on our understanding of these documents and conversations. We are flexible in working with Flood Control to meet specific needs of each project, and welcome any suggestions to our approach in this proposal or throughout the performance of the work. Filippin Engineering also complies with all prevailing wage requirements for inspection on all projects we undertake. NV5 will also comply with prevailing wage requirements for this assignment, as will any other subconsultant used on the project.

**PROJECT STAFFING**

Based on previous projects of this scope and magnitude and adjacent reaches it is our experience that FE would need to provide a part time resident engineer, office engineer support, and full time construction inspector to effectively perform the scope of services required. We believe that all necessary coordination, site observation, construction documentation, and other tasks necessary to administer a successful construction project can be accomplished within this amount of time.



FE proposes to staff the project with the following professionals:

**Kelly Wheeler, P.E., Principal Construction Manager:** Ms. Wheeler is a registered civil engineer with over 19 years of design and construction experience. She is currently the Structures Representative on De La Guerra Bridge Replacement Project, and has been Resident Engineer on the joint City-County Mason Street Bridge, Lower Mission Creek Reach 1A-2, Lower Mission Creek Reach 2A Projects, Lower Mission Creek Reach 1A-1, Lower Mission Creek Reach 2B-1, Lower Mission Creek Reach 1B, Montecito Creek Fish Passage, and North Avenue Storm Drain - West and East Phase Projects. Because of her familiarity with County staff and procedures, she will be responsible for the construction management for this assignment. She will also be available to the FE Team and County Project Manager for any on-call tasks required.

**Raul Estrada, Chief Construction Inspector:** Mr. Estrada has extensive experience working as a construction management consultant for various Public Works projects in Assistant Construction Manager, Assistant Resident Engineer, and Lead Structures Inspector roles. Before joining Filippin Engineering, he completed a 2-year highway improvement project for Caltrans District 5 OSC that involved the construction of seven new bridge structures, one bridge widening, MSE wall, retaining walls, and tie-back wall. Raul's duty as Assistant Structures Representative included construction management, construction inspection, and material sampling and testing per Caltrans methods. Mr. Estrada has performed the Assistant Construction Management and Inspection on other projects in the Lower Mission Creek corridor for both City of Santa Barbara and County of Santa Barbara Flood Control District, and is well suited to function as Chief Construction Inspector on this project.

**Cheril Magallanes, Office Engineer:** Cheril Magallanes can provide administrative assistance on the project, assisting in tracking, organizing, and reviewing SWPPP and labor compliance documents, and upload to SMARTS. She has performed labor compliance on County projects in the past, so is familiar with their approved labor compliance program.

We believe due to the technically complex nature of this project that additional office engineering support may be necessary to assist with submittal review efforts or other miscellaneous documentation. We have a deep roster of staff that could function in that role, depending on the workload at the time of the project, therefore, we have not specified just one individual. Should you wish for one individual to be assigned in this role, please contact Ms. Wheeler and we will work to identify best fit for this assignment. We are confident that all of our staff has the experience, knowledge, and skill set to perform well for you on this project. Below are alternate individuals who could be available for this assignment in the roles noted, should staffing schedules change:

**Gino Filippin, P.E., QSD, Principal Construction Manager (Alternate):** Mr. Filippin has over 35 years of experience in all aspects of construction management, including roles as project manager, resident engineer, engineer of record, and project engineer for public works projects throughout the Central Coast. Gino has extensive experience, knowledge of Caltrans procedural matters and claims avoidance/resolution and innovative solutions as he closely monitors project documents for clarity, conformity, and consistency. Gino excels at communicating to both clients and contractors, consistently providing intelligent and well thought out solutions to complex project issues, and he has extensive experience coordinating with clients, contractors, consultants, private utilities, regulatory agencies and the public on large construction projects.

**Rafael Medina, Assistant Construction Manager (Alternate):** Mr. Medina joined Filippin Engineering in 2017 with 30 years of experience in the construction field. Rafael has worked in the field and the office on dozens of



public works projects, including water and sewer pipelines, structures, drainage, roads and pavement maintenance, and more. His experience as a construction inspector representing public agencies is exceptionally useful in his inspection and CM assignments. As a manager and inspector for Filippin Engineering, Rafael provided inspection of new underground utilities, grading, asphalt concrete paving, concrete placement, calculation of pay quantities for process billing, processing of contract change orders and coordination with public agencies and utility companies. He also assists the firm's engineers with numerous office engineering, design and contract administration tasks. Rafael is currently working for the Santa Clarita Valley Water Agency and Goleta Sanitary District on utility inspection assignments.

**Jerry Missamore, Senior Construction Inspector (Alternate):** Mr. Missamore joined FE in February 2020. Previously Jerry was employed with R. Burke Construction where he worked as a General Superintendent. In his 19 years at R. Burke Corporation he also spent his first 9 years working in the field getting hands on experience in underground utility projects, structure projects, highway improvement projects, minor concrete construction, and earthwork and grading projects. Jerry then moved up to Foreman on the same type of projects doing the coordination of the project and quality control. The last 6 years at R. Burke Corporation he was the General Superintendent where he was responsible for coordinating all projects for the company, including multiple local over-creek bridge projects. Jerry has a solid background working on Public Works projects administered per the California Department of Transportation (Caltrans) methods and procedures in accordance with the Local Assistance Procedures Manual. Overseeing these projects, Jerry has experience in item quantity verification, daily time sheets, problem solving issues that come up in the job setting and managing personnel to complete tasks.

**Austin Della, EIT, Senior Construction Inspector/Office Engineer (Alternate):** Mr. Della is a construction professional with 13 years of industry experience. Prior to joining Filippin Engineering, Austin worked for Advantage Technical Services in different capacities such as Project Engineer, Inspector and Diver. Austin provided technical engineering support in the planning and design of projects with welded steel tanks, coating systems, and new construction. Austin's as a strong background with research, design, evaluate, install, operate, maintain mechanical products and applying knowledge of engineering principles. Austin has proven ability read and interpret blueprints, technical drawing, schematics and computer-generated report. Austin has a strong background in all the necessary services required for project observation, documentation, inspection, and is intimately familiar with Caltrans Local Agency Structures Representative Guidelines, Caltrans Construction Manual, Caltrans Local Assistance Manual, and Bridge Construction Records and Procedures Manual. Austin's educational background includes a B.S. in Bio-Resource and Agricultural Engineering from Cal Poly, SLO.

Resumes for our staff are available upon request, and were not included in this proposal due to Flood Control's familiarity with the individuals proposed.

Filippin Engineering will be utilizing a subconsultant for materials testing, NV5.

**NV5, Inc. – Materials Testing:** NV5 has a qualified team of inspectors, technicians, engineers, and geologists who can provide responsive construction materials testing, special inspection, pavement engineering, and geotechnical services. NV5 inspectors are certified by Caltrans to perform batch plant and field testing services for control of asphalt, concrete, and earthwork. NV5 has provided a proposal which is included by attachment.



## PROJECT APPROACH

For the purposes of this proposal, the following project phases have been identified with the associated items of work that our project team anticipates performing. Pre-bid services are included under separate contract.

### Pre-Construction Services:

Prior to the start of construction, the FE team will perform the following:

- **Submittal Review** – Receive, review and/or distribute Contractor submittals prior to the project for materials submittals, shop drawings, schedules, environmental permit compliance, and any other required documentation necessary prior to project kick-off.
- **Pre-Construction Conference** – Coordinate and chair the Pre-construction Conference. Schedule meeting and provide notices to project participants prior to the start of any field activities. Prepare and distribute minutes of the conference.
- **Document Control** – Establish document control procedures and Construction Management procedures to ensure organized, complete, and effective construction management and documentation at the onset and throughout the project duration.
- **Contract Document Review** – Our project team will review the project package in detail to give the team a head start on staying ahead of potential issues, also minimizing costly claims during the project.

### Construction Phase Services:

During the construction phase of the project, our team will perform all construction management and observation including the following services, in addition to those requested by Flood Control staff during the course of construction. The list of services below is provided as typical services we provide during construction of similar projects that we expect will be necessary:

- **On-Site Management & Construction Phase Communication** - Establish and implement coordination and communication procedures among Flood Control, City, Caltrans, other permitting agencies, property owners, Filippin Engineering, Design Professional, and Contractors.
- **Construction Administration Procedures** – On all projects administered by Filippin Engineering, we use the Caltrans Local Assistance Procedures Manual as a basis for construction document control, modifying as necessary for any agency or funding-specific requirements. We will utilize the Construction Management procedures for reviewing and processing request for clarifications and interpretations of the Contract Documents; shop drawings, samples and other submittals; contract schedule adjustments; change order proposals; written proposals for substitutions; payment applications; and the maintenance of logs. As Flood Control's representative at the construction site Filippin Engineering shall be the party to whom all such information shall be submitted.
- **Review of Requests for Information, Shop Drawings, & Other Submittals** - Review the Contractors' requests for information, shop drawings, samples and other submittals to determine the anticipated effect on compliance with the Project requirements, the Project and Construction Budget, and the Baseline Schedule. Forward to the Design Professional as appropriate for review of



- **Construction Approval/Acceptance** - Make recommendations to Flood Control regarding final project approval and acceptance.
- **Final Payment** - Make recommendations regarding Contractor's final progress payment request. Prepare final progress payment report for submission to the Flood Control.
- **Project Closeout** - Prepare documentation needed for project closeout. Deliver all project documentation to Flood Control.
- **Final Report** - Provide the County with a project final report that summarizes key information on the project.

We look forward to working with you on this project. If you have any questions, please don't hesitate to call me at (805) 448-5619.

Thank you,  
FILIPPIN ENGINEERING

A handwritten signature in black ink, appearing to read 'Kelly R. Wheeler', written over a light blue horizontal line.

Kelly R. Wheeler, P.E.  
Vice President  
R.C.E. 64522  
Enclosures

## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$537,974**.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement at the same rate per unit as defined in **Attachment B1**. The total amount of this contingency fund is 10% of the agreement amount or **\$53,797.40**.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- D. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- F. CONTRACTOR shall comply with the California Labor Code, including but not limited to the payment of prevailing wage when required. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at the office of the Santa Barbara County Flood Control & Water Conservation District, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101. Copies of these general prevailing wage rates shall be made available to any interested party on request. Changes, if any to the general prevailing wage rates will be available at the same location. The prevailing wage rates are also available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/dlsr/pwd>.

**ATTACHMENT B1**



FE WO 210202

February 5, 2021

Santa Barbara County Flood Control & Water Conservation District  
123 East Anapamu Street  
Santa Barbara, CA 93101  
Attn: Matt Griffin, P.E.

**SUBJECT: PROPOSED FEE FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES, LOWER MISSION CREEK, REACH 2B – PHASE 2 and REACH 3**

Dear Mr. Griffin:

Thank you for the opportunity to submit our proposal to perform construction management & inspection services on the Lower Mission Creek Projects, Reach 2B – Phase 2 and Reach 3, including preconstruction and construction services for Santa Barbara County Flood Control and Water Conservation District (Flood Control). Project understanding, staffing, and approach are detailed in our separate proposal document, and our proposed fee and method of payment is included below.

**PROPOSED FEE AND METHOD OF PAYMENT**

The construction contract period for this project is 220 working days. We have included Inspection services for 210 working days, since for the irrigation and planting work, it will be inspected by Flood Control staff. If actual construction time is less, our costs will also be less. We have not budgeted additional fees for working extended hours. Should extended hours be required, overtime rates (1.3 times the normal billing rate) will apply. There may also be periods of time during construction when the need for our services will not be as great as projected. We will make every effort to minimize the time we spend on this project, without sacrificing the quality of our work.

Our proposed services will be performed on a time and materials basis and shall be billed monthly at the rates then in effect. Charges for "time" include professional, technical and clerical support services provided by FE. "Materials" include all reimbursable expenses, such as photocopies, FAX transmissions, postage, shipping/delivery, mileage, plots, prints, maps/documents and outside consultant fees. A rates sheet is provided as an attachment to this proposal.

Based on our understanding of your requirements, and the assumptions for staffing outlined in the proposal above, we estimate that the fee required for our services will be approximately **\$537,974**. A breakdown of our services is provided in the following table.



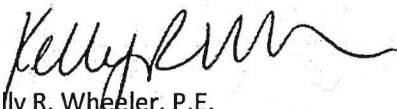


Task	Principal Construction Manager	Chief Construction Inspector	Office Engineer	Estimated Fee
	\$200	\$155	\$110	
Pre-Construction Phase	40	40	10	\$15,300
Construction Phase	672	1680	420	\$441,000
Closeout Phase	40	40	20	\$16,400
Materials Testing Services	(Consultant Cost +5%)			\$58,274
Job Trailer	(Estimate based on total monthly costs of rent, temp power & pole, and internet for 10.5 months, plus mobilization costs)			\$7,000
<b>TOTAL</b>	<b>752</b>	<b>1760</b>	<b>450</b>	<b>\$537,974</b>

We have estimated the cost of our services based on our understanding at this time of the scope and complexity of the work. However, because our services will be performed on a time and materials basis, and it is possible that our actual charges could exceed the amount we have estimated. During the performance of our services, the need for additional or expanded services will be monitored and communicated by the Project Manager.

We look forward to working with you on this project. If you have any questions, please don't hesitate to call me at (805) 448-5619.

Thank you,  
FILIPPIN ENGINEERING

  
Kelly R. Wheeler, P.E.  
Vice President  
R.C.E. 64522  
Enclosures



January 26, 2021

**Filippin Engineering**  
345-D South Fairview Avenue  
Goleta, California 93117

Proposal No: 2021.06.0010

ATTENTION: Kelly Wheeler

email: [Kelly@fecivil.com](mailto:Kelly@fecivil.com)

**SUBJECT: Proposal for Construction Materials Testing Services, Santa Barbara Flood Control-Lower Mission Creek, Reach 2B, Phase 2, Reach 3, Santa Barbara, CA**

NV5 is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

<u>Scope of Work and Cost Estimate</u>	Rate	Units	Total
<b><u>Concrete Mix Design Submittal Review</u></b>			
Sr. Engineer/Construction Services Manager	\$ 170.00 hr	10	\$ 1,700.00
<b><u>Portland Cement Concrete (PCC)</u></b>			
Trial Batch-Sr. Soils Technician	\$ 114.00 hr	26	\$ 2,964.00
3 Sets of 10 Concrete Cylinders	\$ 28.00 ea	30	\$ 840.00
<b><u>PCC/Wall and Reach 3 Secant Wall Sampling and Testing</u></b>			
Sr. Soils Technician -26 site visits @ 6 hrs./visit	\$ 114.00 hr	156	\$ 17,784.00
26 Sets of 4 Concrete Cylinders	\$ 28.00 ea	104	\$ 2,912.00
<b><u>Limited Batch Plant Inspection</u></b>			
Sr. Soils Technician -5 site visits @ 4 hrs./visit	\$ 114.00 hr.	20	\$ 2,280.00
5 Sets of Batch Plant Aggregates @ \$600 each	\$ 600.00 ea.	5	\$ 3,000.00
<b><u>Limited QA Gamma-Gamma Logging (GGL)</u></b>			
GGL-1 Day Including Mobilization and Reporting (estimated @ 10K-not part of total) Available upon request	\$ 10,000.00 Est	0	\$ -
<b><u>Construction Materials Testing -In Place Density Testing</u></b>			
Sr. Soils Technician-Structural Backfill	\$ 114.00 hr.	80	\$ 9,120.00
Miscellaneous Backfill	\$ 114.00 hr.	36	\$ 4,104.00
<b><u>Laboratory Testing</u></b>			
Modified Proctor 4 Inch	\$ 215.00 ea.	3	\$ 645.00
Misc. Laboratory Testing (estimated)	\$ 850.00 Est	1	\$ 850.00
Equipment, Field Vehicles and Materials (estimated)	\$ 1,000.00 Est	1	\$ 1,000.00
<b><u>Project Coordination, Submittal Review, Meeting Attendance and Report Prep</u></b>			
Sr. Engineer/Construction Services Manager	\$ 170.00 hr.	40	\$ 6,800.00
Reporting (estimated)	\$ 1,500.00 Est	1	\$ 1,500.00
<b>Time &amp; Materials Fee Estimate:</b>			<b>\$ 55,499.00</b>

**Assumptions:**

NV5 Proposal-Filippin-County of Santa Barbara Flood Control Phase 2B and Reach 3

January 26, 2021

- 1 Estimated inspection and testing time includes round-trip travel to site. Field time is billed portal to portal from our Ventura office. For this project, travel time is estimated to be 45 minutes each way.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Charges will be billed on a time-and-materials basis in accordance with the rates presented in our fee estimate. Additional services not specifically included in this proposal will be billed on a time-and-materials basis in accordance with the attached 2021 Fee Schedule.
- 3 Our services will be provided on an on-call basis at the direction of Filippin Engineering. Since NV5 does not control the contractor's schedule, cost estimates given prior to the beginning of construction are made in good faith based on our experience with similar projects. Our estimates may not coincide with the actual construction duration or contractors productivity, nor reflect the final scope of our work. Filippin Engineering staff will have control over the frequency of our site visits and testing, and ultimately the fee for our services.
- 4 Inspection and testing callouts will be 4, 6 or 8 hour minimum daily charges.
- 5 GGL Services are anticipated to include 1 day of Quality Assurance (QA) GGL testing at the discretion of the Resident Engineer. It is our understanding that the Contractor will provide Quality Control (QC) testing during pile installation.


NV5 West, Inc. appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

*Respectfully Submitted,*  
**NV5 West, Inc.**



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Ed Sullivan  
Construction Services Manager



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Scott Moors, CEG 1901  
Vice President

Attachment: 2021 Fee Schedule



**FILIPPIN ENGINEERING, INC.**  
**BILLING RATES EFFECTIVE JULY 1, 2020 to JUNE 30, 2021**

**Engineering**

Engineering Technician	\$ 110.00
Senior Engineering Technician	\$ 120.00
Junior Engineer	\$ 150.00
Assistant Engineer	\$ 160.00
Associate Engineer	\$ 170.00
Senior Engineer	\$ 185.00
Principal Engineer	\$ 200.00

**General**

Technical/Clerical Support	\$ 100.00
Office Engineer	\$ 110.00
Senior Program Manager	\$ 190.00

**Construction Management**

Assistant Construction Manager	\$ 160.00
Associate Construction Manager	\$ 165.00
Senior Construction Manager	\$ 185.00
Principal Construction Manager	\$ 200.00
Senior Construction Inspector (PW)	\$ 150.00
Chief Inspector/Owner's Rep (PW)	\$ 155.00
(PW) Prevailing Wage	

Sub-Consultant	Cost + 5%
Reimbursable Expenses	Cost + 5%
Outside Consultant	Cost + 5%

Note 1: Reimbursable expenses include postage, shipping, outside plot and copy reproduction costs.

Note 2: On prevailing wage assignments, overtime rates for construction inspection = 1.3 X regular rate. Double time rates = 1.5 X regular rates. Overtime will not be performed unless authorized in writing by the client. Overtime is incurred as defined on the prevailing wage determination for construction inspector.

Note 3: Billing Rates subject to change for multiple year contracts in conjunction with labor increases, which will be calculated at an increase of 3% beginning on July 1st of each year.



# NV5 WEST, Inc.

1868 Palma Drive, Suite A, Ventura, CA 93003 | 805.656.6074 | www.NV5.com  
 CONSTRUCTION QUALITY ASSURANCE + INFRASTRUCTURE + ENERGY + PROGRAM MANAGEMENT + ENVIRONMENTAL

## 2021 GEOTECHNICAL / MATERIAL TESTING FEE SCHEDULE

### GENERAL TERMS & CONDITIONS

**Testing Samples** - An hourly preparation charge will be added to all samples submitted that are not ready for testing.

**Turn-Around-Time** - Standard TAT indicated in superscript. See notes regarding TAT at bottom of page 3.

**RUSH**: 50% surcharge. Sample prioritized over other samples in que.

**PRIORITY**: 100% surcharge: Completed as fast as possible per method.

**Project Setup** - A \$180 fee applies for setup and administration of On-Call agreements and contracts less than \$3,000.

**Scheduling** - A minimum of 24-hour notice is required to schedule personnel (48-hour for DSA/OSHPD projects). For same-day scheduling, a 50% premium applies. Same-day cancellations will incur a 2-hour charge. Cancellation after field personnel have been dispatched will be charged a 4-hour minimum charge.

**Minimum Charges** - A minimum charge of 4 hours applies to inspection/testing call-out between 0 and 4 hours. Eight (8) hours will be charged for work performed over 4 hours up to 8 hours. Overtime charges will be rounded to the nearest half hour. Project time a

**Overtime Rates** - Rates are based on an 8-hour workday between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Work outside of these hours or in excess of 8 hours in one day or over 40 hours in one week will be charged at 1.5 times the listed rates. Work over 12 hours in one day or work on holidays will be charged at 2.0 times quoted rates.

**Holidays** - New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the following Friday, and

Christmas Day. For holidays falling on Saturday or Sunday, the closest regular workday will be observed.

**Travel** - Hourly travel is charged portal-to-portal for technicians. Travel charges are normally waived for special inspectors within 25 miles of our laboratory. Mileage/Trip Charges charged at rates listed below.

**Per Diem** - Per diem will be charged at 1.15 times the Federal (GSA) rate for all out-of-town assignments unless otherwise arranged.

**Project Management & Report Distribution** - All assignments are under the supervision of a Registered Professional Engineer. Engineering time of 0.1 hour per inspection day or 1/2-hour/week (min) will be included for scheduling, management, report review, and data evaluation.

**Outside Services / Drillers-CPT / Subcontractors** - Cost plus 15%.

**Prevailing Wage** - Client shall notify NV5, in writing, of any requirement for payment of California Prevailing Wage or other predetermined wage condition. Client agrees to indemnify NV5 against all costs related Client's failure to notify NV5 of predetermined wage requirements.

**Sample Disposition** - Unless previously arranged, all samples will be disposed of upon completion of testing. Any samples suspected of contamination held pending disposition by Client. If requested, retained samples may be archived for a specified period for an agreed monthly fee - typically \$5/mo per ring/tube sample, \$10/mo AC box, \$15/mo bulk.

**Certified Payroll** - A \$65 per week, per project processing fee for Certified Payroll will be assessed on Prevailing Wage Projects.

**Escalation** - Listed rates are subject to annual escalation in accordance with NV5 Ventura's published annual Fee Schedule.. Updated Fee Schedules will be published annually and become effective January 1.

### I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

(Hourly rates unless otherwise indicated. Charges are portal-to portal from/to NV5's lab)

<b>A. Professional Staff</b>		<b>Standard</b>
Principal Engineer/Geologist/Consultant		\$ 195
Senior Engineer/Geologist/Consultant (PE, CEG)		\$ 175
Project Engineer/Geologist/Consultant		\$ 155
Sr. Staff Engineer/Geologist/Consultant		\$ 135
Staff Engineer/Geologist/Consultant		\$ 125
Construction Services Manager		\$ 170
Project Manager		\$ 150
<b>B. Technical Staff</b>		<b>Prevailing Wage Standard</b>
ICC Special Inspector* I / Soil-Asphalt-ACI Technician I	\$ 109	\$ 75
ICC Special Inspector* II / Soil-Asphalt-ACI Technician II	\$ 114	\$ 90
ICC Special Inspector* III / Soil-Asphalt-ACI Technician III	\$ 119	\$ 105
<i>* Concrete, P/T Concrete, Masonry, Structural Steel, Bolting, Fireproofing, Pile Driving</i>		
AWS Certified Welding Inspector I	\$ 114	\$ 85
AWS Certified Welding Inspector II	\$ 119	\$ 100
Roofing/Waterproofing Inspector I	\$ 114	\$ 95
Roofing/Waterproofing Inspector II	\$ 119	\$ 95
NDT Technician I (UT/Mag Part./Dye Pen.)	\$ 114	\$ 95
NDT Technician II (UT/Mag Part./Dye Pen.)	\$ 124	\$ 105
<b>C. Public Works/DSA/OSHPD Inspection</b>		<b>Standard</b>
Project Inspector / OSHPD IOR C, DSA PI III	\$ 100	
Project Inspector / OSHPD IOR B, DSA PI II	\$ 110	
Project Inspector / OSHPD IOR A, DSA PI I	\$ 120	
DSA Masonry / Shotcrete Inspection I	\$ 119	\$ 95
DSA Masonry / Shotcrete Inspection II	\$ 124	\$ 110
<b>D. Sample Pickup, Delivery, Storage &amp; Mileage</b>		<b>Standard</b>
Sample Pickup/Delivery (>25mi. radius of Lab) - plus applicable unit price	\$ 70/hr	
Saturday Sample Pickup/Delivery (hourly, 4 hr minimum, plus mileage)	\$ 98/hr	
Mileage / Trip Charge - Field Vehicle \$0.60 / mi (\$30/day min. charge)	\$0.60/mi	
Mileage - Coring Truck	\$0.75/mi	
Vehicle - Field Truck	\$ 55/day	
<b>E. Diamond Coring (min. charge = field time w/travel + 1 hr. mob./demob.)</b>		
Machine, truck & 1 operator (accessible flatwork only)	\$220/hr	\$ 190/hr
Machine, truck & operator & helper	\$325/hr	\$ 280/hr

Coring Bit Charge	\$ 3.50/in
<b>F. Support Staff &amp; Special Services</b>	
Laboratory Technician	<b>Standard</b> \$120/hr
Certified Payroll Admin. (0.5 hr min./wk)	\$70/hr
Court Appearance and Depositions (4 hr min)	\$295/hr
Clerical	\$60/hr
Special Inspection Verified Report (SIVR/VR)	\$ 245 (min.) ea.
Laboratory / Geotech. Verified Rpt (DSA 291/293 - Test only)	\$ 425 (min.) ea.
Combined Lab Verified Report (DSA 291 - Tests & Inspections)	\$ 585 (min.) ea.
DSA 5 SI (Inspector Qualifications)	\$ 75 ea.

### II. MATERIALS AND EQUIPMENT

<b>A. Equipment</b>		<b>Rate</b>
1. Air Meter (Concrete)		\$ 50/dy
2. Asphalt Patch (cold patch / cutback) - per bag		\$ 45/dy
3. Calibrated Ram (Pull test)		\$ 95/dy
4. Ceiling Wire Dead-Weight Equip.		\$ 160/dy
5. Coating Thickness Gauge		\$ 95/dy
6. Concrete Slab Moisture Emission Kit / RH Probe (ea.)		\$ 75/ea
7. Floor Flatness (plus labor - 4hr min)		\$ 575/dy
8. Durometer Gauge (Shore A/D)		\$ 55/dy
9. Dynamic Cone Penetrometer (Wildcat w/ 35 lb hammer)		\$ 495/dy
10. Generator (Portable)		\$ 95/dy
11. Ground Penetrating Radar (GPR) - (plus labor - 4 hr min)		\$ 400/dy
12. Hardness Gauge (Brinell, Rockwell)		\$ 115/dy
13. Non-Shrink High-Strength Grout (per bag)		\$ 45/dy
14. Nuclear Gauge		\$ 35/dy
15. Pachometer (Rebar) Survey Equipment		\$ 95/dy
16. Peristaltic Groundwater Sampling Pump		\$ 200/dy
17. Portable Generator		\$ 90/dy
18. Scaffold - Portable		\$ 105/dy
19. Schmidt Hammer		\$ 65/dy
20. Skidmore Wilhelm, per day		\$ 210/dy
21. Torque Wrench (Large, >100 ft-lb), per day		\$ 85/dy
22. Torque Wrench (Small), per day		\$ 25/dy
23. Ultrasonic / Mag. Particle Equipment & Consumables		\$ 75/dy

NV5 is certified or approved by:





## NV5 WEST, INC. 2021 FEE SCHEDULE

### III. LAB TESTS: AGGREGATE, SOIL, & STONE

#### A Soils - Geotechnical

1. Atterberg Limits (LL and PL) – ASTM D4318, CTM 204 <sup>B</sup>	\$ 195
2. Consolidation (up to 9 Load/Rebound Pts) – ASTM D2435 <sup>E</sup>	\$ 340
3. Collapse – ASTM D4546 <sup>B</sup>	\$ 165
4. additional Load Increment (Consol./Collapse) – per pt.	\$ 65
5. Direct Shear, remolded sample – ASTM D3080 <sup>D</sup>	\$ 300
6. Direct Shear, undisturbed (ring) sample – ASTM D3080 <sup>D</sup>	\$ 250
7. Expansion Index – ASTM D4829 <sup>B</sup>	\$ 195
8. Moisture & Dry Density (ring samples) <sup>A</sup>	\$ 22
9. Permeability, Constant Head – remolded - ASTM D2434, CT 220 <sup>D</sup>	\$ 445
10. pH (soil) – ASTM D4972 <sup>C</sup>	\$ 35
11. Resistivity – ASTM G57 <sup>C</sup>	\$ 60
12. Resistivity (Minimum) – CTM 643 <sup>C</sup>	\$ 155
13. Soil Classification – ASTM D2488 – Visual-Manual <sup>A</sup>	\$ 45
14. Soluble Chloride (soils) <sup>C</sup>	\$ 80
15. Soluble Sulfate (soils) <sup>C</sup>	\$ 80
16. Unconfined compression on prepared specimens	\$ 140

#### B Particle Size Analysis

1. Sand equivalent (ASTM D2419, CTM 217) <sup>A</sup>	\$ 115
2. Sieve #200 wash only (ASTM D1140, CTM 202) <sup>A</sup>	\$ 95
3. Sieve (coarse or fine only, no wash – ASTM C136, CTM 202) <sup>A</sup>	\$ 105
4. Sieve (coarse & fine w/ wash – ASTM C136, CTM 202) <sup>A</sup>	\$ 135
5. Hydrometer w/ Fine Sieve (ASTM D422, CTM 203) <sup>B</sup>	\$ 215
6. Hydrometer w/ Fine & Coarse Sieve (ASTM D422, CTM 203) <sup>B</sup>	\$ 245

#### C Moisture Density Relationship

1. Max. Density-Opt. Moisture (4 in. mold) – ASTM D1557, D698 <sup>A</sup>	\$ 215
2. Max. Density-Opt. Moisture (6 in. mold) – ASTM D1557, D698 <sup>A</sup>	\$ 265
3. Max. Density-Opt. Moist. w/ Rock Corr. – ASTM D1557, D4718 <sup>A</sup>	\$ 315
4. Maximum Density Checkpoint (4 in. mold) <sup>A</sup>	\$ 95
5. Caltrans Relative Compaction (Wet Density) – CTM 216 <sup>A</sup>	\$ 285

#### D Aggregate, Soil & Rock

1. Abrasion Resistance by LA Rattler – ASTM C131, CTM 211 <sup>B</sup>	\$ 215
2. Absorption, sand or gravel – ASTM C127, C128 <sup>B</sup>	\$ 60
3. California bearing ratio (CBR) with expansion – ASTM D1883 <sup>C</sup>	\$ 410
4. Clay lumps and friable particles, per primary size – ASTM C142 <sup>C</sup>	\$ 115
5. Cleanness Test – ASTM D4740, CTM 227 <sup>A</sup>	\$ 130
6. Crushed particles, per primary size <sup>C</sup>	\$ 165
7. Durability Index (\$120 per size fraction) – CTM 229 <sup>A</sup>	\$ 215
8. Flat & Elongated Particles (per bin size) – ASTM D4791 <sup>C</sup>	\$ 190
9. Lightweight pieces, per size fraction – ASTM C123 <sup>C</sup>	\$ 400
10. Moisture determination (aggregate samples) <sup>A</sup>	\$ 35
11. Mortar making properties of Sand ASTM C87 <sup>D</sup>	\$ 380
12. Organic Impurities – ASTM C40, CTM 213 <sup>B</sup>	\$ 95
13. Petrographic Analysis of Gravel – ASTM C295 (single grading) <sup>E</sup>	\$ 450
14. Petrographic Analysis of WC Sand – ASTM C295 (pre-graded) <sup>E</sup>	\$ 850
15. Potential Reactivity Test ASTM C289 Chemical Method <sup>D</sup>	\$ 495
16. Potential Reactivity ASTM C227 Mortar Bar Method (3 month) <sup>E</sup>	\$ 785
Each additional month	\$ 118
17. Potential Reactivity Test ASTM C1260 Rapid Method <sup>E</sup>	\$ 625
18. Potential Reactivity ASTM C1293 Mortar Bar w/ Pozz (12 month) <sup>E</sup>	\$ 1600
Extend to 24-months add (C1293 requires Sp.Grav. & Unit Weight)	\$ 800
19. Potential Reactivity Test ASTM C1567 Rapid-Cement Combo <sup>E</sup>	\$ 760
20. R' Value – ASTM D2844, CT 301 (Treated material by quote) <sup>B</sup>	\$ 315
21. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206) <sup>B</sup>	\$ 110
22. Specific gravity w/ absorption - fine (ASTM C128, CTM 207) <sup>B</sup>	\$ 130
23. Sulfate Soundness, 5 cycle test per primary size – ASTM C88 <sup>D</sup>	\$ 365
24. Thermal Resistivity of Soil. (including 1 proctor curve)	\$ 1030
25. Uncompacted Void Content of Fine Aggregate – AASHTO T304 <sup>B</sup>	\$ 175
26. Unit weight – ASTM C29	\$ 72

#### E Soil-Cement / CTB Tests

1. Lime Treatment: pH by Eades & Grim – ASTM D62676 <sup>B</sup>	\$ 345
2. Lime Treatment: Fabrication & Compaction (3) – ASTM D3551 <sup>B</sup>	\$ 425
3. Lime Treatment: Compressive Strength (ea) – ASTM D5102 <sup>B</sup>	\$ 105
4. Soil Cement – Moist.-Dens. - ASTM D558 – Lab Mixed <sup>B</sup>	\$ 395
5. Soil Cement – Moist.-Dens. - ASTM D558 – Field Mixed <sup>C</sup>	\$ 295
6. Soil Cement – Wet-Dry Durability – ASTM D559 <sup>E</sup>	\$ 940
7. Soil Cement – Freeze-Thaw Durability – ASTM D560 <sup>E</sup>	\$ 1100
8. Soil Cement – Mix, Compact & Cure Specimen – ASTM D1632 <sup>A</sup>	\$ 125
9. Soil Cement – Compressive Strength - ea sample – ASTM D1633 <sup>A</sup>	\$ 115
10. Cement Treated Base (CTB), compact & cure <sup>E</sup>	\$ 425
11. Cement Treated Base – Compression (ea)	\$ 105
12. Cement Treated Base – Stability (3)	\$ 525

#### F Rip Rap / Rock Slope Protection / Dimensional Stone Tests

1. Rock Gradation <sup>D</sup>	hourly engineering charge (per quote)
2. Absorption / Apparent Specific Gravity – ASTM C127, CTM 206 <sup>D</sup>	\$ 125
3. Durability – CTM 229 <sup>D</sup>	\$ 265
4. Percentage Wear – ASTM C131 <sup>D</sup>	\$ 225
5. Compressive Strength – ASTM C170 <sup>D</sup>	\$ 135
6. Water Absorption & Density – ASTM C97 (3 required) <sup>D</sup>	\$ 85
7. Modulus of Rupture – ASTM C99 <sup>D</sup>	\$ 145
8. Flexural Strength – ASTM C880 <sup>D</sup>	\$ 165
9. Sulfate Soundness – ASTM D5240 (5 cycle) <sup>E</sup>	\$ 425
10. Sample Preparation (cutting/crushing/processing – 1 hr min)	\$ 185/hr
<i>(Comp., MOR &amp; Flex Str. require 5 samples ea. in wet &amp; dry conditions // &amp; ⊥ to rifr.)</i>	
<i>(All prices are for prepared samples. Cutting and machining charges are extra.)</i>	

### IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

#### A Cement

1. Grab sample (CCR Title 24) includes 1 year storage	\$ 75
2. Compression Test – High Strength Grout 2" cube – ASTM C109	\$ 60

#### B Concrete

1. Concrete compression: 6x12 cylinder – ASTM C39 <sup>A</sup>	\$ 28
2. Concrete compression: 4x8 cylinder – ASTM C39 <sup>A</sup>	\$ 25
3. Concrete cylinder pickup: 6x12 (>25mi. radius of Lab add hourly pickup rate)	\$ 18
4. Concrete cylinder pickup: 4x8 (>25mi. radius of Lab add hourly pickup rate)	\$ 14
5. Concrete cylinder mold (w/ lid - spare)	\$ 9
6. Concrete core compression test – ASTM C42 <sup>C</sup>	\$ 65
7. Concrete Trial Batch (includes 6 compression tests)	\$ 845
8. Concrete Mix Design Review (excludes testing & revisions)	\$ 265
9. Concrete mix proportion revision	\$ 185
10. Density of concrete cylinder (unit weight) <sup>C</sup>	\$ 95
11. Drying shrinkage – ASTM C157 (set of 3, 5 ages) <sup>E</sup>	\$ 510
12. End preparation of cores, diamond sawing, per cut	\$ 20
13. Flexural beam pick-up (>25mi. radius of Lab add hourly pickup rate)	\$ 40
14. Flexural strength, 6"x6" beam – ASTM C78 & C293 <sup>A</sup>	\$ 85
15. Shotcrete/Gunite core compression test (not including coring)	\$ 45
16. Coring of Shotcrete/Gunite panel in laboratory, each core	\$ 60
17. Shotcrete/Gunite panel pick-up (>25mi. radius of Lab add hourly pickup rate)	\$ 75
18. Lab trial batch, not including specimen tests - ASTM C192	Per Quote
19. Lightweight. insulating concrete compress, 4 req. – ASTM C495	\$ 85
20. Lightweight insulating concrete – unit weight (oven dry)	\$ 105
21. Modulus of elasticity, 4"x8" cylinder – ASTM C469 <sup>D</sup>	\$ 245
22. Non-Shrink (Dry-Pack) Grout Compression – 2"x2"x2"	\$ 50
23. Petrographic Analysis - Hardened Concrete – ASTM C856 (per core) <sup>E</sup>	\$ 985
24. Poisson's Ratio on 6"x12" cylinders – ASTM C469 <sup>D</sup>	Per Quote
25. Splitting tensile – ASTM C496 <sup>D</sup>	\$ 195
26. Thermal Resistivity – Concrete - FTB	\$ 1000

#### C Masonry

1. Absorption - brick, 5 required – ASTM C67 <sup>D</sup>	\$ 75
2. Absorption - masonry unit, 3 required – ASTM C140 <sup>D</sup>	\$ 60
3. Compression, brick, 5 required – ASTM C67 <sup>D</sup>	\$ 50
4. Compression - masonry core <sup>C</sup>	\$ 55
5. Compression - masonry prisms 8"x8" – ASTM C1314 <sup>D</sup>	\$ 175
6. Compression - masonry unit, 3 required – ASTM C140 <sup>D</sup>	\$ 90
(requires absorption/unit weight tests for net area)	
7. Dimensions – masonry unit, 3 required <sup>D</sup>	\$ 55
8. Compression test, grout specimens	\$ 40
9. Compression test, mortar specimens	\$ 40
10. Diamond sawing of masonry specimens, if required (minimum)	\$ 30
11. Efflorescence	\$ 345
12. Linear shrinkage, masonry unit, set of 3 – ASTM C426 <sup>E</sup>	\$ 495
13. Masonry Unit Acceptance Tests – ASTM C140 <sup>D</sup>	\$ 625
(includes absorption, compression, dimensions, unit weight)	
14. Mortar Aggregate Ratio – ASTM C780 (A4) <sup>B</sup>	\$ 345
15. Modulus of rupture, brick, 5 required – ASTM C67 <sup>D</sup>	\$ 115
16. Moisture content - masonry unit (as received), 3 req'd – ASTM C140 <sup>D</sup>	\$ 50
17. Relative Mortar Strength - CTM 515 <sup>D</sup>	\$ 445
18. Sample Pickup – Grout, Mortar (per specimen)	\$ 30
19. Sample Pickup – Masonry Prism (per specimen)	\$ 80
20. Shear test on masonry core – CBC 2105A.4 <sup>B</sup>	\$ 115
21. Tensile test on masonry block	\$ 445
22. Unit weight, masonry unit, 3 required – ASTM C140 <sup>D</sup>	\$ 60
23. Veneer Shear Test – ASTM C482 <sup>D</sup> (5 required)	\$ 200
24. Visual Examination & Photo-Document Core – CBC 2105A.4 <sup>B</sup>	\$ 50



## NV5 WEST, INC. 2021 FEE SCHEDULE

### V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

#### A General Testing

1. Processing mill certification (each size & heat)	\$20 ea.
2. Rockwell or Brinell Hardness, average of three readings	\$35 ea.
3. Zinc coating, each item (includes Haz Mat Fee) <sup>C</sup>	\$215

#### B Reinforcing Steel

1. Deformation, reinforcing steel <sup>C</sup>	\$60
2. Pre-stress, strand or wire, tensile & elongation <sup>D</sup>	Per Quote
3. Proof test on post-tension assembly	Per Quote
4. Bend Test (rebar) <sup>C</sup>	\$65
5. Tensile test (rebar), up to & including #8 <sup>C</sup>	\$65
6. Tensile test (rebar) #9, #10, #11 <sup>D</sup>	\$125
7. Tensile test (rebar) #14, #18 <sup>D</sup>	\$205
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar) <sup>D</sup>	\$215

#### C Structural Steel

1. Cutting & machining charges	cost + 15%
2. Bend test, structural, all sizes	\$75
3. Tensile test, structural, <math>\lt; \frac{3}{4}</math> cross-section (cutting & machining extra)*	\$75
4. Tensile test, structural, >math>\gt; \frac{3}{4}</math> cross-section (cutting & machining extra)*	\$125
5. Flattening test of pipe	\$65

\*Tensile and yield by percent offset, add \$85

#### D High Strength Bolts

1. DSA-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer) <sup>D</sup>	\$ 335
2. Bolts – proof load (non-DSA) <sup>D</sup>	\$ 45
Bolts – ultimate load <sup>D</sup>	\$ 65
Bolts – hardness <sup>D</sup>	\$ 35
3. Nuts – proof load <sup>D</sup>	\$ 45
Nuts – hardness <sup>D</sup>	\$ 35
4. Washers – hardness <sup>D</sup>	\$ 35

### VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

1. Calibration Certificates	Per Quote
2. Density of Sprayed Fireproofing	\$85
3. Roof Tile Strength	\$95
4. Roof Tile Absorption	\$75
5. Roof Cut Tests (total weight only)	\$85
6. Jobsite Trailer or Mobile Laboratory	Per Quote
7. Universal Testing Machine (Hourly)	\$225
8. Ground Rod Test (plus travel)	\$225

### VII. ASPHALT & ASPHALTIC CONCRETE

#### A Emulsions And Slurry Seals

1. Consistency test – ASTM D3910 <sup>A</sup>	\$95
2. pH determination <sup>B</sup>	\$75
3. Oven cook off (% residue) <sup>A</sup>	\$100
4. Solids content by evaporation and ignition extraction (slurry) <sup>A</sup>	\$245
5. Wet Track Abrasion – ASTM D3910 (prep. not included) <sup>A</sup>	\$160

#### B Asphaltic Concrete, Aggregate And Mixes

1. Bulk Specific Gravity (HVEEM – 3 pt. LTMD) CT308 / T166 <sup>A</sup>	\$225
2. Coring of asphaltic concrete – See Section E Diamond Coring	
3. Extraction, % bitumen and sieve analysis	
Ignition Oven Method – CTM 382, 202 <sup>A</sup>	\$245
Solvent Extraction Method – ASTM D2172 <sup>B</sup>	\$415
4. Extraction, % bitumen only	
Ignition Oven Method – CTM 382 <sup>A</sup>	\$175
Solvent Extraction Method – ASTM 2172 <sup>B</sup>	\$325
5. Film stripping – CTM 302 <sup>C</sup>	\$165
6. Gyrotory Compaction, 6" specimen, Lab Mix* – AASHTO T312 <sup>B</sup>	\$360
7. Gyrotory Compaction, 6" specimen, Plant Mix* – AASHTO T312 <sup>B</sup>	\$310
* Add \$110 for Asphalt Rubber	
8. Hamburg Wheel Track – AASHTO T324 <sup>B</sup>	\$1,495
9. Ignition Oven Correction Factor – CTM 382 <sup>B</sup>	\$650
10. Marshall – Preparation & Compaction <sup>A</sup>	\$210
11. Marshall - Stability and flow (core) – ASTM D6927 <sup>A</sup>	\$130
12. Marshall - Stability and flow (bulk) – ASTM D6927 <sup>B</sup>	\$330
13. Marshall - Specific Gravity – ASTM D2926 <sup>A</sup>	\$230
14. Theoretical Maximum Specific Gravity (RICE) – D-2041, CT 309 <sup>A</sup>	\$200
15. Moisture content – ASTM D-1461 <sup>A</sup>	\$115
16. Recovery of Extracted Asphalt (extraction only) – ASTM D5404 <sup>D</sup>	\$250
17. Recovery of rubber from ARHM extraction <sup>D</sup>	\$315
18. Specific gravity of core – ASTM D2726 <sup>A</sup>	\$60

19. HVEEM Stabilometer test on premixed sample – CTM 366 <sup>A</sup>	\$185
Stabilometer test and mixing of sample <sup>B</sup>	\$400
20. Surface Abrasion – CTM 360 <sup>C</sup>	\$525
21. Resistance to Moisture Induced Damage – T-283 <sup>D</sup>	\$2,650
22. Resistance to Moisture Induced Damage – CT 371 <sup>D</sup>	\$1,850

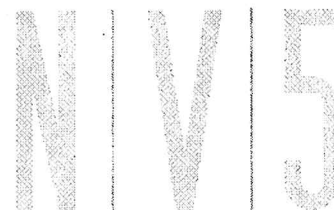
NOTE: Where prices are listed for mix proportions, the necessary specific gravity tests and sieve analyses are included; however, aggregate and asphalt qualification tests are not.

A,B,C,D,E **Standard Turn-Around-Times:** (where applicable TAT indicated in superscript following method):

A – 3 working days; B – 5 working days; C – 7 working days;  
D – 10 working days; E – >10 working days

Standard TAT indicates anticipated testing time under typical conditions and is subject to availability and precedence. RUSH TAT prioritizes testing over other samples. PRIORITY TAT dedicates technician to complete test as quickly as possible per the method specifications – hourly charges will apply for weekend or holiday work.

**ADDITIONAL TESTS:** NV5 performs a broad spectrum of field and laboratory testing. This Fee Schedule lists only the most common tests performed. For information regarding additional testing services, please contact our laboratory.



## EXHIBIT C

### Indemnification and Insurance Requirements (For Professional Contracts)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to reasonable attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.



B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage except Professional Liability and Workers' Compensation Insurance shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

**10. Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

**11. Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.