

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter Agreement) is made by and between the Santa Barbara Flood Control and Water Conservation District, a political subdivision of the State of California (hereafter COUNTY) and Filippin Engineering Inc. with an address at 354 South Fairview Ave., Suite D. 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) 568-3440 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Gino Filippin 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: Matt Griffin, Santa Barbara County Flood Control and Water Conservation District, 130 E Victoria St, Santa Barbara, CA, 93101, (805) 568-3440  
To CONTRACTOR: Gino Filippin, Filippin Engineering, 354 S Fairview Ave., 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**

- A. CONTRACTOR shall commence performance on July 1, 2025 and end performance upon completion, but no later than June 30, 2028 unless otherwise directed by COUNTY or unless earlier terminated.
- B. The Director of Public Works, or designee, may extend the period of performance of this Agreement for up to a period of two – one year extension by giving written notice of the CONTRACTOR.

### **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**

- A. 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.
- B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- C. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- D. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- E. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract

that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **9. MANDATORY DISCLOSURE**

CONTRACTOR must promptly disclose to the COUNTY whenever it has credible evidence of a commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. §§ 3729-3733). The disclosure must be made in writing to COUNTY. In addition, CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

#### **10. 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.

#### **11. 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. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. 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.

#### **12. 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.

### **13. 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.

### **14. USE OF U.S. FEDERAL AGENCY LOGOS**

CONTRACTOR shall not use the seal(s), logos, crests, or reproductions of flags or likenesses of any Federal Agency without specific pre-approval.

### **15. 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.

### **16. 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.

### **17. ACCESS TO RECORDS**

The following access to records requirements apply to this Agreement:

- A. CONTRACTOR agrees to provide COUNTY, the California Governor's Office of Emergency Services, the Federal Agency which provided funds in support of this Agreement, the Comptroller General of the United States, or any of their authorized representatives access

to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the Federal Agency which provided funds in support of this Agreement or its authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

#### **18. INDEMNIFICATION AND INSURANCE**

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

#### **19. 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.

#### **20. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, CONTRACTOR agrees as follows:

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. CONTRACTOR agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR Part 60) and all other applicable rules, regulations, and relevant orders of the Secretary of Labor. Title 41 of the Code of Federal Regulations (CFR) section 60.14 applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the regulation were specifically set out herein and CONTRACTOR agrees to comply with said regulation.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency

and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

## 21. 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.

## 22. 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.

## 23. 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.

#### 24. **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.

#### 25. **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.

#### 26. **REMEDIES FOR NONCOMPLIANCE**

In the event COUNTY determines, in its sole discretion, that CONTRACTOR is not in compliance with the terms and conditions set forth herein, COUNTY may: If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- A. Wholly or partly suspend or terminate the Agreement.
- B. Require payments as reimbursements rather than advance payments;
- C. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- D. Require additional, more detailed financial reports;

- E. Require additional project monitoring;
- F. Requiring CONTRACTOR to obtain technical or management assistance; or
- G. Establish additional prior approvals.
- H. Take other remedies that may be legally available.

### **27. 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.

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

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

### **29. 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.

### **30. 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.

### **31. CHANGES**

- A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state
  - i. The date, nature, and circumstances of the conduct regarded as a change;
  - ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
  - iii. The identification of any documents and the substance of any oral communication involved in such conduct;
  - iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
  - v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
    - What line items have been or may be affected by the alleged change;

- What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.
- B. Continued Performance. Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.
- C. COUNTY Response. COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either --
- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
  - ii. Countermand any communication regarded as a change;
  - iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
  - iv. In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.
- D. Equitable Adjustments.
- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --
    - In the contract price or delivery schedule or both; and
    - In such other provisions of the Agreement as may be affected.
  - ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to provide notice or to continue performance as provided herein.

### **32. 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.

### **33. 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.

#### **34. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that federal financial assistance will be used to fund this Agreement. CONTRACTOR will only use federal funds as authorized herein. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

#### **35. 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.

#### **36. 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.

#### **37. 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.

#### **38. 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.

#### **39. 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.

#### **40. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

CONTRACTOR shall file the required certification attached as Exhibit D, *Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))*, which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

#### **41. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic

receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- C. Withholding for unpaid wages and liquidated damages. COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- D. Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### **42. CLEAN AIR ACT**

- F. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- G. CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- H. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

#### **43. FEDERAL WATER POLLUTION CONTROL ACT**

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

#### **44. PROCUREMENT OF RECOVERED MATERIALS**

- A. CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- B. CONTRACTOR should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

#### **45. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

#### **46. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

#### **47. 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 project 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.

#### **48. 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.

#### **49. PROHIBITION ON CERTAIN TELECOMM PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

- A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:
  - i. Procure or obtain covered telecommunications equipment or services;
  - ii. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
  - iii. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

- B. As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:
- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - iii. Telecommunications or video surveillance services provided by such entities or using such equipment;
  - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- C. For the purposes of this section, "covered telecommunications equipment or services" also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- D. In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
- E. CONTRACTOR certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. CONTRACTOR is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.
- F. For additional information, see section 889 of Public Law 115-232 and 2 C.F.R. § 200.471.

#### **50. DOMESTIC PREFERENCES FOR PROCUREMENTS**

- A. CONTRACTOR should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
- B. For purposes of this section:
- i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**51. AFFIRMATIVE SOCIOECONOMIC STEPS**

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1) – (5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

**52. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT**

- A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Beach. A Breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F. R. § 5.12.

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

**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 the Board of the  
County Flood Control & Water  
Conservation District

By: Shilachla Guerra  
Deputy Clerk

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

By: [Signature]  
Laura Capps  
Chair, Board of Directors

Date: 6-24-25

**RECOMMENDED FOR APPROVAL:**

Chris Sneddon  
Public Works Director

By: Chris Sneddon  
DocuSigned by:  
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**CONTRACTOR:**

Filippin Engineering, Inc

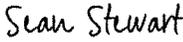
By: Gino Filippin  
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Name: Gino Filippin

Title: President

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By: Signed by:  
  
C0419A079021431...  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By: Signed by:  
  
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Deputy

**APPROVED AS TO FORM:**

Greg Milligan, ARM  
Risk Management

By: Signed by:  
  
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Risk Management

## Exhibit A – Statement of Work

Filippin Engineering, Inc. shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of County's Designated Representative.

Work shall comply with the proposal and will occur pursuant to executed Task Orders.

The work includes construction engineering services for flood control public works projects as specified. The work does provide evaluation or a discipline report and is therefore A&E (Architecture & Engineering) service (Reference: California Government Code §4527.)

### SCOPE OF WORK AND PROJECT DELIVERABLE

#### 1.1 DESCRIPTION OF WORK

Contractor must have the ability to respond in a timely and cost-efficient manner to the District requests for Construction Engineering Services at any project location within the County. The selected contractor will perform as needed consultation, research, professional, technical, and administrative services required for Construction Engineering and Contract Administration.

Generally, contractor will perform construction contract administration tasks in order to keep full and complete records of a construction project and determine if it is in compliance with the project plans, specifications, and estimate, to maintain overarching control of the work through contract progress payments and retentions as warranted.

Construction Engineering Services may also include, but not be limited to: constructability reviews, pre-construction meeting scheduling and orchestration, contract submittal review and technical analysis, writing reports, writing directive letters to contractors, onsite inspection of the work including measurements, material testing and coordination of testing requirements, quantity calculations and construction engineering analyses, and work related to the overall administration of construction contracts in accordance with District directives on an as-needed basis. The scope of services will be defined by the Work Statement in the executed agreement and subsequent Task Orders. A general example is as follows:

#### WORK STATEMENT

Contractor agrees to provide the District, including but not limited to, Construction Engineering Services as needed. Work is to begin upon District and Contractor developing an estimate and schedule in a Task Order. Scope of work typically includes:

- a. Inspection of construction activities including but not limited to grading, rock and concrete placement, reinforcing steel, falsework construction, aggregate placement and compaction, native soil compaction, Storm Drain Construction, Drain Structure construction, metal railings, masonry block walls, and hot mix asphalt placement and compaction.
- b. Writing construction inspection daily reports (on C-MIS)
- c. Batch plant inspections for trial batching;
- d. Tagging and sampling of structural steel, rebar, and other related materials;
- e. Verifying the field testing of concrete slump, soil compaction, and other related materials;
- f. Verifying the field testing of welds, bolted connections;
- g. Providing, scheduling, verifying and organizing laboratory testing data for materials on each project
- h. Providing ongoing reporting to District staff detailing status of construction

- i. Reviewing all submittals to ensure compliance with the contract and provide written responses to each
- j. Providing onsite civil engineer supervision and oversight of construction activities
- k. Drafting and reviewing contract change order language and providing recommended course of action to District staff
- l. Field measuring quantities and completing quantity calculation worksheets
- m. Taking quantity calculation worksheets and producing progress payment calculations, payment vouchers, and contingency tracking on a monthly basis following the Caltrans Construction Manual process as modified by District directives
- n. Conducting employee interviews on a monthly basis
- o. Development review as needed by the executive advisor identified in the qualifications.
- p. Flood Control Engineering Services as needed by the district

This contract requires a DIR number issued by the California Department of Labor Relations for prevailing wage work.

## 1.2 TASKS AND DELIVERABLES

District anticipates each Task Order under the IDIQ agreement will likely include, but not be limited to, the following deliverables:

- Written correspondence to contractor project managers on C-MIS including responses to Requests for Information (due within 5 days of receipt of contractor request)
- Meeting agendas and minutes (due weekly)
- Completed submittal review and submittal responses to contractors on C-MIS within specified timeframes.
- Assistant Resident Engineer (ARE) Daily Report – Written report documenting all labor, equipment names, makes and models and hours used on each project item of work, noting materials used on the project, and noting the time of day notable actions were taken by the contractor and any issues or conversations on C-MIS. Daily site photos must be included in the report and date/time stamped (due daily)
- Resident Engineer (RE) Weekly Report – Written report of notable conversations, project issues and progress, not duplicating the ARE Daily Report, with pertinent date/time stamped photos on C-MIS (due weekly)
- Weekly Statement of Working Days (WSWD) on C-MIS (due weekly)
- Monthly Employee Interviews on C-MIS (2 per month)
- Weekly Jobsite Labor Forms on C-MIS (due weekly)
- Measurement and payment documents including quantity calculation work sheets on C-MIS, monthly progress pay estimates, and payment vouchers signed and checked for District review and subsequent payment, et al per Caltrans Construction Manual & District directives.
- Review and monitor DBE or CWA compliance if specifically described on task order for specific projects

The District has moved away from paper reports and submittals to online construction management software through C-MIS.com (or other software mutually agreeable between the District and contractor). Access to perform tasks on C-MIS will be given to Contractors by District representative as needed. Referenced deliverables should be sent through C-MIS as identified above.

### 1.3 QUALITY ASSURANCE SERVICES

Quality assurance consists of reviewing and acting upon the quality assurance materials sampling and testing of the material tester along with the contractor's quality control measures. The frequency and testing requirements are found in the County of Santa Barbara Quality Assurance Plan.

### 1.4 STANDARDS

The contractor is expected to be knowledgeable of and adhere to the latest editions of pertinent standards of practice. This includes, but is not limited to:

- Caltrans Standard Specifications and Plans
- Caltrans Construction Manual (and Construction Manual Change Transmittals);
- Caltrans Construction Procedure Directives (CPDs)
- Caltrans Local Agency Structure Representative Guidelines
- Caltrans Labor Surcharge and Equipment Rental Rates
- Caltrans Labor Compliance Policy Bulletins.
- All deliverables will comply with County, State, and Federal regulations

### 1.5 PERSONNEL REQUIREMENTS

1. Overview: The Contractor's personnel must be capable, competent, and experienced in performing the types of work indicated in this solicitation with minimal instruction and little to no supervision. Personnel skill level should match the job classifications as set forth below. The Contractor's personnel must be knowledgeable about, and comply with, all applicable federal, state, and local laws and regulations. In location(s) where the Contractor personnel is expected to work for extended period(s) of time, the Contractor must either relocate the personnel or make every effort to hire local persons at no additional cost to the District.

The contractor will be responsible for providing the District with registered professional civil engineers to serve as structure representatives/resident engineers with pertinent engineering and inspection experience on construction projects. The contractor must also provide assistant structure representatives/assistant resident engineers (not required to be registered professional civil engineers or Engineer-in-Training) and "office engineers" with pertinent inspection and contract administration experience on construction projects.

2. Task Orders: Prior to preparing and issuing a Task Order, the District will request that the Contractor propose personnel by providing documentation that the personnel meet the appropriate minimum qualifications. Documentation must include a resume and copies of the minimum required certifications and be submitted to the District within one (1) week of receiving the request. If the District elects to interview the Contractor's personnel for the qualifications and experience, the Contractor must provide qualified personnel within one (1) week of receiving the request. The District's decision to select the Contractor's personnel must be binding to the Task Order. The District must evaluate the adequacy (quality and quantity) of the work performed by the Contractor's personnel and determine whether deliverables are acceptable. The District may reject any Contractor personnel due to lack of minimum qualifications. If at any time the level of performance is below expectations, the District may direct the Contractor to immediately remove Contractor personnel from a Task Order and request another qualified person to be assigned.
3. Additions or Substitutes: The Contractor is required to submit a written request and obtain the District's prior written approval for any substitutions or additions to the Contractor's originally proposed personnel and project organization, as depicted on the proposed Contractor's Organization Chart or in the Contractor's cost proposal. Substitute personnel must have the same job classification, meet or exceed the qualifications and experience level of the previously assigned personnel, and not exceed the billing rate so that no additional cost is incurred by the District. The substitute personnel must have significant experience in the work involving similar facilities for, at a minimum, two (2) previous projects, unless otherwise approved by the District.

The Contractor's personnel must typically be assigned to and remain on Task Order until completion and acceptance of the project/deliverables by the District. After the District's approval of the Contractor's personnel and finalization of a Task Order, the Contractor may not add or substitute personnel without the District's prior written approval. Any substitute personnel must meet the qualifications for performance of the work as demonstrated by a resume and copies of current certifications submitted by the Contractor.

Invoices with charges for personnel not pre-approved in writing by the District Contract Manager for work on the Contract and for each Task Order *will not be reimbursed*. The removal or replacement of personnel without the written approval from the District will be a material breach of the IDIQ agreement and may result in termination.

4. Contractor Employee Leave: When assigned contractor personnel are on approved leave and required by the District, the Contractor must provide a substitute employee until the assigned employee returns to work from the approved leave. Substitute personnel must be provided as described above.
5. Training: The Contractor is responsible to provide fully trained personnel to efficiently perform the work. All other costs, fees, and expenses associated with the training, or re-certification, including any transportation costs and training fees, will be the Contractor's responsibility. In addition, services to train or re-certify the District personnel will not be provided by the Contractor under this Contract.
6. Job Classification: Construction Engineer. As required, must be a Professional Engineer registered & licensed in the State of California, in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists. The PE must also have a documented minimum of 2 (two) years of experience in stamping plans, specifications, and estimates.
7. Job Classification: Contract Manager. At all times during the IDIQ period of performance, the Contractor Contract Manager must be a Registered Professional Civil Engineer, licensed in the State of California, in good standing with the California State Board of Professional Engineers, Land Surveyors, and Geologists and have a documented minimum of ten (10) years of Construction Engineering experience. The Contractor Contract Manager must perform the tasks described in the IDIQ agreement and subsequent Task Orders. In addition to other specified responsibilities, the Contractor Contract Manager will be responsible for all matters related to the Contractor's personnel performing Construction Engineering Services work and Contractor's operations including, but not limited to:
  - o Ensuring that deliverables are clearly defined and time-bound; and that the deliverables satisfy the District.
  - o Supervising, reviewing, monitoring, training, and directing the Contractor's and Sub-Contractor's personnel.
  - o Assigning qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the District Contract Manager.
  - o Administering personnel actions for Contractor personnel and ensuring appropriate actions taken for personnel.
  - o Maintaining and submitting organized project files in Caltrans file format for record tracking and auditing.
  - o Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
  - o Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones.
  - o Assuring that all applicable safety measures are in place.
  - o Providing monthly invoices, no later than 30 days after the end of the month the work occurred within and include total Task Order amount, amount billed to date under the Task Order to date, the Task Order balance as well as the same for the total contract value.

- Reviewing invoices for accuracy and completion before billing to the District.
  - Managing overall budget and provide report to the District Contract Manager.
  - Monitoring and maintaining any required DBE involvement documentation.
  - Ensuring compliance with the provisions in this Contract and all specific Task Order requirements.
  - Monitoring the health and safety of personnel working in a hazardous environment in accordance with all applicable federal, state, and local regulations.
  - Knowledge, experience, and familiarity with prevailing wage issues and requirements in State of California.
  - Provide knowledge, experience, and familiarity with Quality Control and Quality Assurance (QC/QA) for construction engineering and inspection.
  - Experienced and capable in the review of the test reports within a reasonable time frame of the completion of the tests to avoid delay of the field construction operation.
8. Job Classification: Other Personnel. Other project personnel not identified on the Contractor's cost proposal, including, but not limited to, administrative office staff, must also satisfy appropriate minimum qualifications identified herein or in each Task Order.

#### 1.6 GENERAL REQUIREMENTS & TOOLS/MATERIALS

1. **Safety;** Work must not be performed when conditions prevent a safe and efficient operation. If such a condition exists Contractor agrees to immediately terminate work and immediately notify District. Contractor will not proceed in such a case unless issued a written authorization by the District.
2. **Overtime;** The Contractor Contract Manager may direct the Contractor's employees to work overtime to meet Task Order schedules at Contractor's own expense. Otherwise, all overtime that will be submitted to District for payment must be pre-approved and directed in writing by the District in the applicable Task Order or follow up written communication. District will only pay overtime to persons covered by the Fair Labor Standards Act or DIR prevailing wage (as applicable)..
3. **Costs;** The District will not incur costs beyond the funding commitments in each Task Order. If the Contractor anticipates that funding for work will be insufficient to complete work, the Contractor must promptly notify the District in writing.
4. **Cost Prohibitions;** The District will not reimburse the Contractor for costs to relocate its personnel to the task order location. The District will not reimburse the Contractor for per diem costs, unless preapproved by the District. The District will not reimburse the Contractor for out-of-state travel without prior written approval from the District.
5. **Tools/Materials;** Contractor must provide all necessary tools, instruments, equipment, materials, supplies, and safety equipment required to perform the work identified in each Task Order and the Contract accurately, efficiently, and safely. The Contractor's personnel must be fully trained in the use of such necessary tools, instruments, equipment, materials, supplies, and safety equipment. The Contractor will not be reimbursed separately for tools of the trade.

Contractor must have and provide adequate office equipment and supplies to complete the work required. Such equipment and supplies will include, but not be limited to:

- Office Supplies.
- Calculators, computers with appropriate software, printers, plotters, fax machines, calculators, data collectors and their necessary attachments and accessories.
- Data processing systems, software packages, reference materials, construction survey equipment, or other tools, including hardware and software, used in providing transportation construction engineering deliverables. This includes, but not be limited to, the following:
  - Microsoft Office Software (including, but not limited to, Word, Excel, and PowerPoint)
  - Adobe Acrobat Professional or Bluebeam Revu
  - Design and falsework checks.
  - Quantity Calculations

If the Contractor fails to submit the required analytical results, reviewed plan submittals, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, products, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Contract and any approved Task Order, The District will have the right to withhold payment and/or terminate the Task Order or the IDIQ agreement in accordance with the termination provisions. If the Contract is terminated, the Contractor will, at the District's request, return all materials recovered or developed by the Contractor under the Contract including, but not limited to, photos, field notes, computer data files, maps, artifact collections, catalogs, analytical results, reviewed plan submittals, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, products, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Contract.

The District will not pay the Contractor for the Contractor's work under the Contract and the charges incurred by the Contractor that does not conform to the requirements specified in the Contract and to the applicable Task Order, and such work must be corrected at the Contractor's sole expense at no additional cost to the District.

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## Exhibit B – Payment Arrangements Specific Rates of Compensation

- A. The method of payment for the work shall be at the rate specified for each class of employee engaged directly in the work, as described in this Exhibit. The specified rate shall include full compensation to CONTRACTOR for the work as described, including profit and overhead and also include but not be limited to, all materials, equipment, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore. Additional compensation may only be authorized with a contract amendment.

Specific projects will be assigned to CONTRACTOR through issuance of Task Orders. After a project to be performed under this contract is identified by County, County will prepare a draft Task Order; less the cost estimate.

A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a County Project Coordinator. The draft Task Order will be delivered to CONTRACTOR for review. CONTRACTOR shall return the draft Task Order within five (5) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both County and CONTRACTOR. Projects, task orders, and overall contract budget will be tracked by the County.

- B. Task Orders shall be negotiated for specific rates of compensation, which must be based on the labor and other rates set forth in CONTRACTOR's Cost Proposal.
- C. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for through a contract amendment. In no event will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds the COUNTY-approved overhead rate set forth in the approved Cost Proposal except for prevailing wage rates beyond the annual escalation rate. In the event COUNTY determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by COUNTY may be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "M," shall not be exceeded unless authorized by contract amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. Regardless of inclusion in a cost proposal, the COUNTY shall not reimburse the CONTRACTOR for costs to relocate its personnel to the service area. The COUNTY shall not reimburse the CONTRACTOR for per diem costs, unless preapproved in writing by the COUNTY. The COUNTY shall not reimburse the CONTRACTOR for out-of-state travel without prior written approval from the COUNTY. The COUNTY shall not reimburse for housing accommodations unless explicitly outlined in a Task Order.
- E. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Section 19, Termination. Failure to submit the required deliverable items in the time specified may result in withholding of payment or permanent deductions from total payment if it results in a loss to the COUNTY due to delaying a project.
- F. CONTRACTOR shall not commence performance of work or services until this contract has been approved by COUNTY, and notification to proceed has been issued by the County designated representative. No payment will be made prior to approval or for any work performed prior to approval of this contract.

- G. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.
- H. CONTRACTOR will be reimbursed within 30 days upon receipt by the County designated representative of itemized invoices. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Invoices shall be mailed to the County designated representative at the following address:

**Kasey Kump, 620 Foster Road, Santa Maria, CA 93455**

- I. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases greater than the agreed Cost Proposal annual cost escalation rate, which are the direct result of changes in the prevailing wage rates, are reimbursable.
- J. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- K. The total amount payable by County for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- L. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- M. The total amount payable by County for all Task Orders resulting from this contract shall not exceed **\$3,000,000.00**. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
- N. All subcontracts shall contain the above provisions.
- O. 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 website at <http://www.dir.ca.gov/dlsr/pwd>
- P. CONTRACTOR shall comply with applicable federal labor standards, including without limitation, the Davis-Bacon Act (40 U.S.C. §§ 3141-3148), (see Exhibit E) which requires that workers receive no less than the prevailing wages being paid for similar work in their locality, and its implementing regulations and policies (Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5) issued by the Secretary of Labor. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. In the event that there are different state and federal wage decisions for the same classification of work, the higher of the two wage decisions shall apply. CONTRACTOR shall maintain documentation that demonstrates compliance with hour and wage requirements of this part, which shall be made available to the COUNTY for review upon request.



**EXHIBIT B**  
**FILIPPIN ENGINEERING, INC.**  
**BILLING RATES EFFECTIVE JULY 1, 2025 to JUNE 30, 2026**

<b>Engineering</b>		<b>Construction Management</b>	
Engineering Technician	\$132.00	Assistant Construction Manager	\$ 205.00
Senior Engineering Technician	\$147.00	Associate Construction Manager	\$ 210.00
Junior Engineer	\$189.00	Senior Construction Manager	\$ 221.00
Assistant Engineer	\$205.00	Principal Construction Manager	\$ 252.00
Associate Engineer	\$210.00	Senior Construction Inspector (PW)	\$ 189.00
Senior Engineer	\$221.00	Senior Construction Inspector II (PW)	\$ 195.00
Principal Engineer	\$252.00	Chief Inspector/Owner's Rep (PW)	\$ 200.00
<b>General</b>		<b>Markup</b>	
Technical/Clerical Support	\$126.00	Sub-Consultant	10%
Public Outreach Specialist	\$132.00	Reimbursable Expenses	10%
Office Engineer	\$142.00	Outside Consultant	10%
Billing Support	\$147.00		
IT Manager	\$153.00		
Senior Program Manager	\$221.00		

**Notes:**

- 
- 1 - Reimbursable expenses include postage, shipping, outside plot and copy reproduction costs
  - 2 - On prevailing wage assignments, overtime rates for construction inspection = 1.5 X regular rate. Double time rates = 2.0 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.
  - 3 - Billing rates are subject to annual increases of 5%.
  - 4 - Prevailing Wage rate increases are calculated at an increase of proportionate percentage from Determination SC-23-63-2-22-1D for Building/Construction Inspector and Field Soils and Material Tester, these may be higher than Note 3 and are required by the DIR.
  - 5 - Expert Witness services are 2x the applicable classification rate.





# EARTH SYSTEMS

4378 Santa Fe Road | San Luis Obispo, CA 93401 | (805) 544-3276 | www.earthsystems.com

## FEE SCHEDULE

(Effective January 1, 2025)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

<u>PERSONNEL</u>	<u>Hourly Rate</u>
Principal Professional.....	\$245.00
Associate Professional.....	\$230.00
Senior Professional.....	\$215.00
Project Professional.....	\$190.00
Staff Professional.....	\$160.00
Special Inspector, Prevailing Wage*.....	\$170.00
Technician, Prevailing Wage*.....	\$160.00
Field Services Supervisor.....	\$160.00
Technical Assistant.....	\$130.00
Special Inspector.....	\$125.00
Technician.....	\$115.00
Clerical/Administrative.....	\$100.00

\* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

### BASIS OF CHARGES, GENERAL

1. Field services for regular work days for non- Prevailing Wage projects are subject to a 2-hour minimum charge.
2. Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half. Work performed on Sundays and holidays, or when time exceeds 12 hours in one day, is at double time. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge.
3. Charges are calculated in one-hour increments and accumulate on a portal-to-portal basis.
4. A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 3 p.m. the day prior to the scheduled work.
5. Mileage is invoiced at a rate of \$0.85/mile (portal-to-portal).
6. Nuclear density gauge charge: \$10.00/test.
7. Weekly special inspection report charged at staff engineer hourly rate.
8. Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20%. Fixed per diem rates for specific projects can be provided upon request.
9. Report copies: \$30.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
10. Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
11. Rates are effective through December 31, 2025.

### PREVAILING WAGE PROJECTS

1. Field services for regular work days for Prevailing Wage projects are subject to a 4-hour minimum charge, and after 4 hours will be billed in 1-hour increments.
2. The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
3. Electronic submittal of Certified Payroll to DIR for prevailing wage projects will be assessed a fee of \$100.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative service rates.



# EARTH SYSTEMS

4378 Santa Fe Road | San Luis Obispo, CA 93401 | (805) 544-3276 | www.earthsystems.com

## FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2025)

### BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (technician rate) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

### SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Contaminated samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit.....	\$115.00
Atterberg Limits: Plasticity Index .....	\$260.00
California Bearing Ratio, 3 Points; Incl. Ref Maximum Density .....	\$700.00
California Bearing Ratio, 9 Points; Incl. Ref Maximum Density .....	\$975.00
Consolidation, One Dimensional .....	\$260.00
Consolidation, Timed, Per Point.....	\$110.00
Corrosivity Tests .....	Per Quote
Direct Shear, 3 Points Minimum .....	\$315.00
Expansion Index Test .....	\$230.00
Maximum Density and Optimum Moisture: 4" Mold .....	\$330.00
Maximum Density and Optimum Moisture: 6" Mold .....	\$330.00
Maximum Density and Optimum Moisture: California Impact .....	\$330.00
Moisture and Unit Weight Determination, from Ring Samples .....	\$50.00
Moisture Only.....	\$40.00
Permeability Tests, Constant Head or Falling Head .....	Per Quote
R-Value .....	\$355.00
R-Value, CA State Highway/Set of 3, Cement, Lime, Other Additives.....	\$975.00
Hydro Collapse Potential.....	\$175.00
Sieve/Hydrometer Analysis, Assumed Specific Gravity, with 200 Wash.....	\$315.00
Sieve Analysis, Aggregate Base/Subbase .....	\$160.00
Sieve Analysis 200 Wash Only .....	\$135.00
Sieve Analysis with Wash .....	\$230.00
Sieve Analysis, Oversize Material .....	\$250.00
Specific Gravity .....	\$185.00
Swell Test, Undisturbed .....	\$215.00
Swell Test, Remolded .....	\$240.00
Unconfined Compressive Strength, Untreated .....	\$185.00
Unconfined Compressive Strength, Lime or Cement Treated Material.....	\$190.00

### THERMAL RESISTIVITY TESTS

Concrete, 1 Point with Moisture Content (Requires Special Collection Process) .....	Per Quote
Field Testing using Thermal Resistivity Meter.....	Per Quote
Soil, Per Moisture Point, Per Sample.....	Per Quote
Soil, 3 Moisture Points with Dry-Out Curve, Per Sample .....	Per Quote

### CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions, ASTM C131 (Small Size Aggregate).....	\$310.00
Abrasion, L.A. Rattler, 100 and 500 Revolutions, ASTM C535 (Large Size Aggregate).....	\$560.00
Absorption, Coarse Aggregate .....	\$110.00
Absorption, Fine Aggregate .....	\$160.00
Clay Lumps and Friable Particles in Aggregate.....	\$125.00
Cleanness Value of Coarse Aggregate .....	\$175.00
Crushed Particles, Each Size .....	\$160.00
Durability Index, Coarse or Fine Aggregate.....	\$210.00



# EARTH SYSTEMS

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## FEE SCHEDULE - MATERIALS TESTING - Continued

(Effective January 1, 2025)

### CONCRETE AGGREGATE-Continued

Flat and Elongated Particles in Aggregate .....	\$125.00
Organic Impurities in Fine Aggregate .....	\$110.00
Potential Reactivity of Aggregate by Chemical Method, Each Size .....	Per Quote
Sand Equivalent .....	\$180.00
Sieve Analysis, Washed .....	\$220.00
Soundness, Sodium Sulfate, 5 Cycles .....	\$510.00
Specific Gravity, Coarse Aggregate .....	\$160.00
Specific Gravity, Fine Aggregate .....	\$160.00
Uncompacted Void Content of Fine Aggregate, with Fine Aggregate Angularity .....	\$290.00
Unit Weight of Aggregate .....	\$160.00

### CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test/Storage of Cast Cylinders (4x8) .....	\$45.00
Compression Test/Storage of Cast Cylinders (6x12) .....	\$75.00
Compression Test of Cored Samples, Cored at Laboratory .....	\$120.00
Compression Test of Cores Delivered by Others .....	\$100.00
Compression Test of Lightweight Concrete .....	\$55.00
Density of Concrete Cylinders .....	\$85.00
Density of Hardened Concrete .....	\$115.00
Flexural Strength, Simple Beam with Third Point Loading .....	\$190.00
Grading of Shotcrete Cores .....	\$490.00
Sample Storage, Monthly Per Sample .....	\$45.00
Shrinkage, Set of 3 .....	\$420.00
Unit Weight of Lightweight Concrete .....	\$140.00
Enviro Recycle Fee/Form Stripping, Per Shotcrete Panel/Beam .....	\$75.00

### MASONRY

Absorption of Block, Set of 3 .....	\$165.00
Compression Test, 2" x 4" Mortar Cylinders .....	\$40.00
Compression Test, 3" x 3" x 6" Grout Samples .....	\$55.00
Compression Test on Block, Set of 3 .....	\$165.00
Compression Test on Grouted Prisms, Includes Cutting .....	\$200.00
Compression Test on Masonry Cores .....	\$85.00
Coring of Grouted Masonry by Subcontractor .....	cost + 20%
Masonry Shrinkage, Set of 3 .....	\$245.00
Moisture Content of Block as Received, Set of 3 .....	\$130.00
Shear Test on Masonry Cores, 2 faces .....	\$185.00
Specific Gravity and Unit Weight of Block, Set of 3 .....	\$175.00

### FIREPROOFING

Fireproof Bond Test .....	Per Quote
Fireproofing Density Test .....	\$80.00

### ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples .....	\$80.00
Compaction of Lab Samples, CA Kneading Compactor, Set of 3 .....	\$240.00
Compaction of Lab Samples, CA Kneading Compactor, Set of 5 .....	\$400.00
Compaction of Lab Samples, Marshall Method Set of 3 – (50 blows/side) .....	\$245.00
Compaction of Lab Samples, Marshall Method Set of 3 – (75 blows/side) .....	\$260.00
Extraction of Oil from A.C. Mixtures .....	Per Quote
Extraction of Oil from Rubberized Mixtures .....	Per Quote
Gyratory Compactor, Per Set of Field Mixed Asphalt .....	\$495.00



# EARTH SYSTEMS

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## FEE SCHEDULE - MATERIALS TESTING - Continued

(Effective January 1, 2025)

### ASPHALT CONCRETE-Continued

Hamburg Wheel Tracker Test, Per Set of Field Mixed Asphalt.....	\$890.00
Ignition Oven Binder Content, After Initial Correction Value is Determined .....	\$275.00
Ignition Oven Binder Content Correction Value Per Mix Design, Average of 3.....	\$850.00
Ignition Oven Gradation Correction Value, Per Mix Design .....	Per Quote
Moisture Content .....	\$50.00
Sieve Analysis of Extracted Aggregate.....	\$285.00
Sieve Analysis of Ignition Oven Residue .....	\$270.00
Specific Gravity, Theoretical Maximum, Rice Method .....	\$170.00
Stability and Flow, Marshall Apparatus, Set of 3.....	\$240.00
Stabilometer, Hveem S-Value, Set of 3 .....	\$350.00

### REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, Sample Preparation Not Included.....	\$75.00
Pipe Flattening Test, Sample Preparation Not Included .....	\$75.00
Reinforcing Steel Coupler Tensile and Slip Tests.....	\$175.00
Structural Steel Bend Test, Sample Preparation Not Included.....	\$75.00
Structural Steel Machining/Sample Preparation.....	cost + 20%
Structural Steel Tensile Test, Sample Prep Not Included .....	\$75.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9.....	\$185.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18.....	Per Quote

### BOLT TESTS

Bolt Tests, Chemical or Mechanical.....	cost + 20%
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### WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, Per Position .....	Per Quote
AWS D1.1: 1" Plate, Per Position.....	Per Quote
AWS D1.3: Sheet Steel.....	Per Quote
AWS D1.4: Reinforcing Bar.....	Per Quote
ASME/API Pipe Sections .....	Per Quote

### EQUIPMENT/CHARGES (Does Not Include Personnel)

110-Volt Portable Electric Generator .....	\$120.00/day
Anchor Pull Test Equipment .....	\$25.00/hr.
Bailer (Disposable) with Dedicated Rope .....	\$35.00/ea.
Concrete and Asphalt Concrete Coring Equipment.....	\$280.00/day
Concrete Slab Moisture Transmission Kit.....	\$45.00/ea.
Conductivity Meter.....	cost + 20%
Cut-Off Saw.....	\$90.00/day
DIR Compliance/eCPR .....	\$100.00/week
Double Ring Infiltrometer (Per Set) .....	\$165.00/day
Drum Dolly.....	\$40.00/day
Drums .....	\$90.00/ea.
DSA Box Posting .....	\$100.00/week
Dynamic Cone Penetrometer (DCP) .....	\$150.00/day
Dynamometer, In-line Scale .....	\$200.00/day
Hammer Drill .....	\$65.00/day
Hand Auger/Sampler Equipment .....	\$65.00/day
LOCK N' LOAD® VOC Sample Preservation System .....	\$35.00/ea.
Magnetic Particle Equipment .....	\$200.00/day
Manometer .....	\$155.00/day
Mini-Troll Groundwater Level Transducer .....	\$115.00/day
Mobile Laboratory.....	Per Quote



# EARTH SYSTEMS

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**FEE SCHEDULE - MATERIALS TESTING - Continued**

(Effective January 1, 2025)

**EQUIPMENT/CHARGES (Does Not Include Personnel)-Continued**

Nuclear Density Equipment, Per Test.....	\$10.00/ea.
Paint Thickness/Hardness Meter .....	\$140.00/day
Per Diem.....	Per Quote
Percolation Tank System and Trailer.....	\$260.00/day
Personal Protective Equipment Level C.....	Per Quote
Photo-Ionization Detector (PID).....	\$100.00/day
Pulse Velocity Meter .....	Per Quote
Rebound Hammer (Schmidt Hammer).....	\$80.00/day
Reinforcing Steel Image (GPR).....	\$50.00/image
Reinforcing Steel Locating Equipment (DR-Meter) .....	\$200.00/day
Reinforcing Steel Locating Equipment (GPR) .....	\$400.00/day
Safety and Specialty Equipment.....	Per Quote
Sampling Consumables .....	Per Quote
Skidmore Bolting Calibration Equipment .....	\$250.00/day
Slope Inclinometer Equipment, Per Hole .....	\$35.00/day
Soil Sampling Containers (Glass) .....	\$10.00/ea.
Soil Sampling Containers (Metal) .....	\$25.00/ea.
Submersible pump with controller.....	\$125/well/day
Tape Extensometer .....	\$200.00/day
Tension Equipment .....	\$200.00/day
Torque Equipment.....	\$200.00/day
Turbidity Meter .....	\$100.00/day
Vehicle Mileage Charge.....	\$0.85/mile
Water Level Indicator .....	\$55.00/day
Water quality multi-parameter probe .....	\$100.00/day
Winsor Probe, Set of 3 .....	\$110.00/day



# EARTH SYSTEMS

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## DRILLING SERVICES

(Effective January 1, 2025)

### DRILLING AND SAMPLING CAPABILITIES

- Geotechnical borings to depths of 75 feet.
- Borings for hazardous materials studies.
- Monitoring well and piezometer installation.
- Drill crews experienced in hazardous materials drilling and sample acquisition.
- Drill crews trained in 40-hour Health and Safety course (HAZWOPER).
- Steam cleaners, grout mixers, and other auxiliary equipment available.
- Standard Penetration Sampler (2" o.d. split spoon).
- Modified California Sampler (lengths: 18", 24", 3" o.d.; 2.5" i.d. rings); resin fiber, brass, or stainless steel rings available.
- Shelby Tubes (3" i.d.).

### DRILLING RATES (NON-PREVALING WAGE)

#### DRILLING EQUIPMENT/PERSONNEL

Gtech GT-8 with driller and helper .....	\$350.00/hr.
Simco EP200 direct-push rig with driller and helper .....	\$295.00/hr.
Additional drill helper .....	\$115.00/hr.
Driller/Rig preparation.....	\$115.00/hr.
Staff Professional.....	\$160.00/hr.

#### AUXILIARY EQUIPMENT/MISCELLANEOUS

Support truck .....	\$200.00/day + \$0.85/mile
Drill support trailer .....	\$150.00/day
Generator .....	\$120.00/day
Per diem .....	Per Quote
Traffic control equipment (signs, cones) .....	Per Quote

#### DRILLING RATES (PREVALING WAGE)

Gtech GT-8 with driller and helper .....	\$425.00/hr.
Simco EP200 direct-push rig .....	\$390.00/hr.
Additional drill helper .....	\$160.00/hr.

Hourly rates for prevailing wage projects are subject to adjustment based upon changes in general prevailing wage determinations or their application by the Department of Industrial Relations (DIR). Rates are effective through December 31, 2025.

### BASIS OF CHARGES

1. Minimum drill time is 4 hours. Drill crew overtime (hours more than 8 hours a day) and Saturday work are 1.5 times the hourly rate. Sunday work is two times the hourly rate. Holiday work is per quote.
2. Rates for 3-man crew available on request.
3. Assembly and demobilization of materials are charged at the drill helper hourly rate.
4. Subcontractors are charged on a cost plus 20% basis.
5. Materials are charged on a cost plus 20% basis.
6. Drilling in material that causes more than normal wear to the equipment may be subject to additional charges. The client will be notified prior to drilling in such material.
7. Earth Systems Pacific's drillers and drill crews have been trained in the 40-hour course developed by the EPA and will satisfy the Federal OSHA requirements (29-CFR 1910-120) for personnel working on sites containing hazardous materials.
8. Drilling jobs must be confirmed a minimum of 48 hours prior to the start of work. Jobs cancelled less than 48 hours prior to the start of work will be subject to the 4-hour minimum charge, plus any charges for material acquisition, rig preparation, etc., that have been incurred.
9. The client is responsible for the accurate location of all subterranean structures and utilities, and agrees to waive any claim against Earth Systems Pacific for damage done to subterranean structures and utilities not identified or accurately located. The client also agrees to obtain free access to the site for all equipment and personnel necessary for Earth Systems Pacific to perform the work.



# EARTH SYSTEMS

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## EXPERT WITNESS SERVICES (Effective January 1, 2025)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

### HOURLY CHARGES FOR PERSONNEL

Principal Professional .....	\$500.00
Associate Professional .....	\$425.00
Senior Professional .....	\$375.00
Project Professional .....	\$300.00
Staff Professional .....	\$250.00
Clerical/Admin Services .....	\$150.00

### SPECIAL SERVICES

Deposition .....	\$500.00/hr.
Arbitration .....	\$500.00/hr.
Court Appearance/Hearings .....	\$2,000.00/half day
Standby to Appear .....	\$2,000.00/day

### BASIS OF CHARGES

- Hourly rates are charged during investigation, analysis, consultation, and preparation services.
- Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
- Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$4,000.00.
- Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$750.00. Standby at other locations will be charged at the general hourly rates.



# Earth Systems

4373 Old Santa Fe Road | San Luis Obispo, CA 93401 | Ph: 805 544 3276 | www.earthsystems.com

## FEE SCHEDULE

(Effective August 1, 2023)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

<u>PERSONNEL</u>	<u>Hourly Rate</u>
Principal Professional.....	\$275.00
Associate Professional.....	\$220.00
Senior Professional.....	\$220.00
Project Professional.....	\$175.00
Staff Professional.....	\$135.00
Special Inspector, Prevailing Wage*.....	\$245.00
Technician, Prevailing Wage*.....	\$230.00
Special Services/Caltrans Technician.....	\$230.00
Technical Assistant.....	\$105.00
Special Services Technician.....	\$105.00
Special Inspector.....	\$115.00
Technician.....	\$90.00
Clerical/Administrative.....	\$85.00

\* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

### BASIS OF CHARGES, GENERAL

1. Charges are calculated in two-hour increments and accumulate on a portal-to-portal basis.
2. A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 3 p.m. the day prior to the scheduled work.
3. Mileage is invoiced at a rate of \$0.655/mile (portal-to-portal).
4. Nuclear density gauge charge: \$10.00/test.
5. Weekly special inspection report charged at staff engineer hourly rate.
6. Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20%. Fixed per diem rates for specific projects can be provided upon request.
7. Report copies: \$30.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
8. Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
9. Rates are effective through July 31, 2024.

### PREVAILING WAGE PROJECTS

1. The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
2. Electronic submittal of Certified Payroll to DIR for prevailing wage projects will be assessed a fee of \$85.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative service rates.



# Earth Systems

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## FEE SCHEDULE - MATERIALS TESTING

(Effective August 1, 2023)

### BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (technician rate) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

### SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Contaminated samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit.....	\$115.00
Atterberg Limits: Plasticity Index .....	\$250.00
California Bearing Ratio, 3 Points; Incl. Ref Maximum Density.....	\$650.00
California Bearing Ratio, 9 Points; Incl. Ref Maximum Density.....	\$945.00
Consolidation, One Dimensional.....	\$225.00
Consolidation, Timed, Per Point.....	\$100.00
Corrosivity Tests.....	Per Quote
Direct Shear, Per Point, 3 Points Minimum .....	\$315.00
Expansion Index Test.....	\$205.00
Maximum Density and Optimum Moisture: 4" Mold .....	\$350.00
Maximum Density and Optimum Moisture: 6" Mold .....	\$350.00
Maximum Density and Optimum Moisture: California Impact.....	\$350.00
Moisture and Unit Weight Determination, from Ring Samples .....	\$45.00
Moisture Only.....	\$40.00
Permeability Tests, Constant Head or Falling Head .....	Per Quote
R-Value .....	\$425.00
R-Value, CA State Highway/Set of 3, Cement, Lime, Other Additives.....	\$375.00
Hydro Collapse Potential.....	\$165.00
Sieve/Hydrometer Analysis, Assumed Specific Gravity, with 200 Wash.....	\$250.00
Sieve Analysis, Aggregate Base/Subbase .....	\$255.00
Sieve Analysis 200 Wash Only .....	\$150.00
Sieve Analysis with Wash .....	\$135.00
Sieve Analysis, Oversize Material.....	\$215.00
Specific Gravity.....	\$150.00
Swell Test, Undisturbed .....	\$205.00
Swell Test, Remolded .....	\$230.00
Unconfined Compressive Strength, Untreated .....	\$150.00
Unconfined Compressive Strength, Lime or Cement Treated Material.....	\$490.00

### THERMAL RESISTIVITY TESTS

Concrete, 1 Point with Moisture Content (Requires Special Collection Process) .....	Per Quote
Field Testing using Thermal Resistivity Meter.....	Per Quote
Soil, Per Moisture Point, Per Sample.....	Per Quote
Soil, 3 Moisture Points with Dry-Out Curve, Per Sample .....	Per Quote

### CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions, ASTM C131 (Small Size Aggregate).....	\$300.00
Abrasion, L.A. Rattler, 100 and 500 Revolutions, ASTM C535 (Large Size Aggregate).....	\$560.00
Absorption, Coarse Aggregate .....	\$100.00
Absorption, Fine Aggregate.....	\$150.00
Clay Lumps and Friable Particles in Aggregate.....	\$125.00
Cleanliness Value of Coarse Aggregate .....	\$175.00
Crushed Particles, Each Size .....	\$150.00
Durability Index, Coarse or Fine Aggregate.....	\$200.00



# Earth Systems

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## FEE SCHEDULE - MATERIALS TESTING - Continued

(Effective August 1, 2023)

### CONCRETE AGGREGATE-Continued

Flat and Elongated Particles in Aggregate .....	\$125.00
Organic Impurities in Fine Aggregate .....	\$100.00
Potential Reactivity of Aggregate by Chemical Method, Each Size .....	Per Quote
Sand Equivalent .....	\$170.00
Sieve Analysis, Washed .....	\$200.00
Soundness, Sodium Sulfate, 5 Cycles .....	\$450.00
Specific Gravity, Coarse Aggregate .....	\$150.00
Specific Gravity, Fine Aggregate .....	\$150.00
Uncompacted Void Content of Fine Aggregate, with Fine Aggregate Angularity .....	\$285.00
Unit Weight of Aggregate .....	\$150.00

### CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test/Storage of Cast Cylinders (4x8) .....	\$55.00
Compression Test/Storage of Cast Cylinders (6x12) .....	\$85.00
Compression Test of Cored Samples, Cored at Laboratory .....	\$120.00
Compression Test of Cores Delivered by Others .....	\$100.00
Compression Test of Lightweight Concrete .....	\$50.00
Density of Concrete Cylinders .....	\$80.00
Density of Hardened Concrete .....	\$105.00
Flexural Strength, Simple Beam with Third Point Loading .....	\$180.00
Grading of Shotcrete Cores .....	\$190.00
Sample Storage, Monthly Per Sample .....	\$45.00
Shrinkage, Set of 3 .....	\$400.00
Unit Weight of Lightweight Concrete .....	\$130.00
Enviro Recycle Fee/Form Stripping, Per Shotcrete Panel/Beam .....	\$65.00

### MASONRY

Absorption of Block, Set of 3 .....	\$165.00
Compression Test, 2" x 4" Mortar Cylinders .....	\$40.00
Compression Test, 3" x 3" x 6" Grout Samples .....	\$45.00
Compression Test on Block, Set of 3 .....	\$165.00
Compression Test on Grouted Prisms, Includes Cutting .....	\$165.00
Compression Test on Masonry Cores .....	\$85.00
Coring of Grouted Masonry by Subcontractor .....	cost + 20%
Masonry Shrinkage, Set of 3 .....	\$245.00
Moisture Content of Block as Received, Set of 3 .....	\$105.00
Shear Test on Masonry Cores, 2 faces .....	\$150.00
Specific Gravity and Unit Weight of Block, Set of 3 .....	\$170.00

### FIREPROOFING

Fireproof Bond Test .....	Per Quote
Fireproofing Density Test .....	\$80.00

### ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples .....	\$80.00
Compaction of Lab Samples, CA Kneading Compactor, Set of 3 .....	\$240.00
Compaction of Lab Samples, CA Kneading Compactor, Set of 5 .....	\$400.00
Compaction of Lab Samples, Marshall Method Set of 3 - (50 blows/side) .....	\$245.00
Compaction of Lab Samples, Marshall Method Set of 3 - (75 blows/side) .....	\$260.00
Extraction of Oil from A.C. Mixtures .....	Per Quote
Extraction of Oil from Rubberized Mixtures .....	Per Quote
Gyratory Compactor, Per Set of Field Mixed Asphalt .....	\$695.00



# Earth Systems

4378 Old Santa Fe Road | San Luis Obispo, CA 93401 | Ph: 805.544.3276 | www.earthsystems.com

## FEE SCHEDULE - MATERIALS TESTING - Continued

(Effective August 1, 2023)

### ASPHALT CONCRETE-Continued

Hamburg Wheel Tracker Test, Per Set of Field Mixed Asphalt.....	\$1,290.00
Ignition Oven Binder Content, After Initial Correction Value is Determined .....	\$375.00
Ignition Oven Binder Content Correction Value Per Mix Design, Average of 3.....	\$1,250.00
Ignition Oven Gradation Correction Value, Per Mix Design .....	Per Quote
Moisture Content .....	\$50.00
Sieve Analysis of Extracted Aggregate.....	\$285.00
Sieve Analysis of Ignition Oven Residue .....	\$270.00
Specific Gravity, Theoretical Maximum, Rice Method .....	\$170.00
Stability and Flow, Marshall Apparatus, Set of 3.....	\$240.00
Stabilometer, Hveem S-Value, Set of 3 .....	\$350.00

### REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, Sample Preparation Not Included .....	\$75.00
Pipe Flattening Test, Sample Preparation Not Included .....	\$75.00
Reinforcing Steel Coupler Tensile and Slip Tests.....	\$175.00
Structural Steel Bend Test, Sample Preparation Not Included.....	\$75.00
Structural Steel Machining/Sample Preparation.....	cost + 20%
Structural Steel Tensile Test, Sample Prep Not Included .....	\$75.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9.....	\$150.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18.....	Per Quote

### BOLT TESTS

Bolt Tests, Chemical or Mechanical.....	cost + 20%
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### WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, Per Position .....	Per Quote
AWS D1.1: 1" Plate, Per Position.....	Per Quote
AWS D1.3: Sheet Steel.....	Per Quote
AWS D1.4: Reinforcing Bar .....	Per Quote
ASME/API Pipe Sections .....	Per Quote

### EQUIPMENT/CHARGES (Does Not Include Personnel)

110-Volt Portable Electric Generator .....	\$115.00/day
Anchor Pull Test Equipment .....	\$200.00/day
Bailer (Disposable) with Dedicated Rope .....	\$35.00/ea.
Concrete and Asphalt Concrete Coring Equipment.....	\$280.00/day
Concrete Slab Moisture Transmission Kit.....	\$45.00/ea.
Conductivity Meter.....	cost + 20%
Cut-Off Saw.....	\$90.00/day
DIR Compliance/eCPR, Per Week .....	\$90.00
Double Ring Infiltrometer (Per Set).....	\$165.00/day
Drum Dolly.....	\$40.00/day
Drums .....	\$90.00/ea.
DSA Box Posting, Per Week .....	\$90.00
Dynamometer, In-line Scale .....	\$200.00/day
Hammer Drill .....	\$65.00/day
Hand Auger/Sampler Equipment .....	\$65.00/day
LOCK N' LOAD® VOC Sample Preservation System .....	\$35.00/ea.
Magnetic Particle Equipment .....	\$200.00/day
Manometer .....	\$155.00/day
Mini-Troll Groundwater Level Transducer .....	\$115.00/day
Mobile Laboratory .....	Per Quote



# Earth Systems

4378 Old Santa Fe Road | San Luis Obispo, CA 93401 | Ph: 805.544.3276 | www.earthsystems.com

**FEE SCHEDULE - MATERIALS TESTING - Continued**

(Effective August 1, 2023)

**EQUIPMENT/CHARGES (Does Not Include Personnel)-Continued**

Nuclear Density Equipment, Per Test.....	\$10.00/ea.
Paint Thickness/Hardness Meter .....	\$140.00/day
Per Diem.....	Per Quote
Percolation Tank System and Trailer.....	\$260.00/day
Personal Protective Equipment Level C.....	Per Quote
Photo-Ionization Detector (PID).....	\$100.00/day
Pulse Velocity Meter .....	Per Quote
Rebound Hammer (Schmidt Hammer).....	\$80.00/day
Reinforcing Steel Image (GPR).....	\$50.00/image
Reinforcing Steel Locating Equipment (DR-Meter) .....	\$200.00/day
Reinforcing Steel Locating Equipment (GPR) .....	\$400.00/day
Safety and Specialty Equipment.....	Per Quote
Sampling Consumables .....	Per Quote
Skidmore Bolting Calibration Equipment .....	\$250.00/day
Slope Inclinometer Equipment, Per Hole .....	\$35.00/day
Soil Sampling Containers (Glass) .....	\$10.00/ea.
Soil Sampling Containers (Metal) .....	\$25.00/ea.
Submersible pump with controller.....	\$125/well/day
Tape Extensometer .....	\$200.00/day
Tension Equipment .....	\$200.00/day
Torque/Tension Equipment .....	\$200.00/day
Vehicle Mileage Charge.....	\$0.85/mile
Water Level Indicator .....	\$55.00/day
Water quality multi-parameter probe .....	\$100.00/day
Winsor Probe, Set of 3 .....	\$110.00/day



# Earth Systems

4375 Old Santa Fe Road | San Luis Obispo, CA 93401 | Ph: 805 544 3276 | www.earthsystems.com

## DRILLING SERVICES

(Effective August 1, 2023)

### DRILLING AND SAMPLING CAPABILITIES

- Geotechnical borings to depths of 75 feet.
- Borings for hazardous materials studies.
- Monitoring well and piezometer installation.
- Drill crews experienced in hazardous materials drilling and sample acquisition.
- Drill crews trained in 40-hour Health and Safety course (HAZWOPER).
- Steam cleaners, grout mixers, and other auxiliary equipment available.
- Standard Penetration Sampler (2" o.d. split spoon).
- Modified California Sampler (lengths: 18", 24", 3" o.d.; 2.5" i.d. rings); resin fiber, brass, or stainless steel rings available.
- Shelby Tubes (3" i.d.).

### DRILLING RATES (NON-PREVAILING WAGE)

#### DRILLING EQUIPMENT/PERSONNEL

Mobile B-53/Gtech GT-8 with driller and helper .....	\$315.00/hr.
Simco EP200 direct-push rig with driller and helper .....	\$260.00/hr.
Driller .....	\$105.00/hr.
Additional drill helper .....	\$95.00/hr.
Driller/Rig preparation .....	\$95.00/hr.
Staff Professional .....	\$130.00/hr.

#### AUXILIARY EQUIPMENT/MISCELLANEOUS

Support truck .....	\$200.00/day + \$0.655/mile
Drill support trailer .....	\$230.00/day
Generator .....	\$215.00/day
Per diem .....	Per Quote
Traffic control equipment (signs, cones) .....	Per Quote

### DRILLING RATES (PREVAILING WAGE)

Mobile B-53/Gtech GT-8 .....	\$200.00/hr.
Simco EP200 direct-push rig .....	\$200.00/hr.
Driller .....	\$150.00/hr.
Drill helper .....	\$125.00/hr.

Hourly rates for prevailing wage projects are subject to adjustment based upon changes in general prevailing wage determinations or their application by the Department of Industrial Relations (DIR). Rates are effective through December 31, 2023.

### BASIS OF CHARGES

1. Minimum drill time is 4 hours.
2. Assembly and demobilization of materials are charged at the drill helper hourly rate.
3. Subcontractors are charged on a cost plus 20% basis.
4. Materials are charged on a cost plus 20% basis.
5. Drilling in material that causes more than normal wear to the equipment may be subject to additional charges. The client will be notified prior to drilling in such material.
6. Earth Systems Pacific's drillers and drill crews have been trained in the 40-hour course developed by the EPA and will satisfy the Federal OSHA requirements (29-CFR 1910-120) for personnel working on sites containing hazardous materials.
7. Drilling jobs must be confirmed a minimum of 48 hours prior to the start of work. Jobs cancelled less than 48 hours prior to the start of work will be subject to the 4-hour minimum charge, plus any charges for material acquisition, rig preparation, etc., that have been incurred.
8. The client is responsible for the accurate location of all subterranean structures and utilities, and agrees to waive any claim against Earth Systems Pacific for damage done to subterranean structures and utilities not identified or accurately located. The client also agrees to obtain free access to the site for all equipment and personnel necessary for Earth Systems Pacific to perform the work.



**EXHIBIT A  
BILLING RATES EFFECTIVE JANUARY 1, 2025**

<b>Engineering</b>	<b>Geomatics (Surveying &amp; Mapping)</b>
Designer ..... \$ 125	Surveying Technician ..... \$ 125
Senior Designer..... \$ 165	Assistant Surveyor I..... \$ 155
Assistant Engineer I ..... \$ 155	Assistant Surveyor II..... \$ 165
Assistant Engineer II ..... \$ 165	Associate Surveyor..... \$ 175
Associate Engineer ..... \$ 175	Senior Surveyor I..... \$ 190
Senior Engineer I..... \$ 190	Senior Surveyor II..... \$ 205
Senior Engineer II..... \$ 205	Principal Surveyor I ..... \$ 220
Principal Engineer I ..... \$ 220	Principal Surveyor II ..... \$ 240
Principal Engineer II ..... \$ 240	One-Man Survey Crew ..... \$ 195
	Two-Man Survey Crew ..... \$ 280
	Three-Man Survey Crew ..... \$ 360
	One-Man Survey Crew (Prevailing Wage) ..... \$ 220
	Two-Man Survey Crew (Prevailing Wage) ..... \$ 335
	Three-Man Survey Crew (Prevailing Wage) ..... \$ 475
<b>General</b>	
Technical/Clerical Support ..... \$ 95	
Testimony (Trial or Deposition).. 2.5 x Hourly Rate	
Special Consultant ..... \$ 250	
<i>(Principal with specialized skills in engineering or geomatics)</i>	
Outside Consultant.....Cost + 10%	
Reimbursable Expenses .....Cost + 10%	

- \* The above billing rates are for straight time (non-overtime) work. Overtime and Saturdays will be charged at 150% of the standard hourly rates. Sundays and holidays will be charged at 200% of the standard hourly rates.
- \* 'Prevailing Wage' rates are used for field work on projects subject to federal or state prevailing wage law and are subject to increases in accordance with the CA Dept of Industrial Relations.
- \* The above billing rates are subject to change annually for multiple-year contracts in conjunction with labor cost increases.

An Employee Owned Company

**EXHIBIT 10-H2 COST PROPOSAL**

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Encompass Consultant Group  Prime Consultant  Subconsultant  2nd Tier Subconsultant

Project No. ID-IQ\_FCD\_CMIT 2025-20 Contract No. \_\_\_\_\_ Participation Amount \$ \_\_\_\_\_ Date 05/15/25

For Combined Rate	Fringe Benefit %	+	General & Administrative %	=	147.86% Combined ICR%
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**OR**

For Home	Fringe Benefit %	+	General & Administrative %	=	Home Office ICR%
For Field	Fringe Benefit %	+	General & Administrative %	=	Field Office ICR%

	Fee	=	10.00%
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**BILLING INFORMATION**

**CALCULATION INFORMATION**

Name/Job Title/Classification	Hourly Billing Rates			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate <sup>1</sup>	% or S Increase	Hourly Range - for
	Straight <sup>1</sup>	OT(1.5x)	OT(2x)	From	To			
James Fallon Project Manager * Principal Surveyor II	\$317.77			7/1/2025	6/30/2026	\$116.55		Not Applicable
	\$333.66			7/1/2026	6/30/2027	\$122.38	5.00%	
	\$350.34			7/1/2027	6/30/2028	\$128.50	5.00%	
	\$367.86			7/1/2028	6/30/2029	\$134.92	5.00%	
Ben Hardin Project Surveyor Principal Surveyor I	\$241.48			7/1/2025	6/30/2026	\$88.57		Not Applicable
	\$253.56			7/1/2026	6/30/2027	\$93.00	5.00%	
	\$266.23			7/1/2027	6/30/2028	\$97.65	5.00%	
	\$279.55			7/1/2028	6/30/2029	\$102.53	5.00%	
Jedediah Hawk Associate Surveyor	\$144.12	\$170.55	\$196.98	7/1/2025	6/30/2026	\$52.86		Not Applicable
	\$151.33	\$179.08	\$206.83	7/1/2026	6/30/2027	\$55.50	5.00%	
	\$158.89	\$188.03	\$217.17	7/1/2027	6/30/2028	\$58.28	5.00%	
	\$166.84	\$197.43	\$228.03	7/1/2028	6/30/2029	\$61.19	5.00%	
Jedediah Hawk PW Chief of Party **	\$223.32	\$264.28	\$305.23	7/1/2025	6/30/2026	\$81.91		Not Applicable
	\$234.49	\$277.49	\$320.50	7/1/2026	6/30/2027	\$86.01	5.00%	
	\$246.22	\$291.37	\$336.52	7/1/2027	6/30/2028	\$90.31	5.00%	
	\$258.53	\$305.94	\$353.35	7/1/2028	6/30/2029	\$94.82	5.00%	
Hector Farias Assistant Surveyor II	\$118.57	\$140.32	\$162.06	7/1/2025	6/30/2026	\$43.49		Not Applicable
	\$124.50	\$147.33	\$170.17	7/1/2026	6/30/2027	\$45.66	5.00%	
	\$130.73	\$154.70	\$178.68	7/1/2027	6/30/2028	\$47.95	5.00%	
	\$137.26	\$162.44	\$187.61	7/1/2028	6/30/2029	\$50.35	5.00%	
Hector Farias PW Chief of Party **	\$223.41	\$264.38	\$305.35	7/1/2025	6/30/2026	\$81.94		Not Applicable
	\$234.58	\$277.59	\$320.61	7/1/2026	6/30/2027	\$86.04	5.00%	
	\$246.31	\$291.47	\$336.64	7/1/2027	6/30/2028	\$90.34	5.00%	
	\$258.62	\$306.05	\$353.48	7/1/2028	6/30/2029	\$94.86	5.00%	
Hector Farias PW Chairman **	\$203.69	\$241.05	\$278.40	7/1/2025	6/30/2026	\$74.71		Not Applicable
	\$213.88	\$253.10	\$292.32	7/1/2026	6/30/2027	\$78.45	5.00%	
	\$224.57	\$265.76	\$306.94	7/1/2027	6/30/2028	\$82.37	5.00%	
	\$235.80	\$279.04	\$322.29	7/1/2028	6/30/2029	\$86.49	5.00%	

**EXHIBIT 10-H2 COST PROPOSAL**

Page 2 of 4

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Encompass Consultant Group  Prime Consultant  Subconsultant  2nd Tier Subconsultant

Project No. ID-IQ\_FCD\_CMIT 2025-207 Contract No. \_\_\_\_\_ Participation Amount \$ \_\_\_\_\_ Date 05/15/25

For Combined Rate	Fringe Benefit %	+	General & Administrative %	=	147.86% Combined ICR%
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**OR**

For Home	Fringe Benefit %	+	General & Administrative %	=	Home Office ICR%
For Field	Fringe Benefit %	+	General & Administrative %	=	Field Office ICR%

	Fee	=	10.00%
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**BILLING INFORMATION**

**CALCULATION INFORMATION**

Name/Job Title/Classification	Hourly Billing Rates			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate	% or \$ Increase	Hourly Range - for
	Straight <sup>1</sup>	OT(1.5x)	OT(2x)	From	To			
Eric Weir Assistant Surveyor I	\$112.93	\$133.64	\$154.35	7/1/2025	6/30/2026	\$41.42		Not Applicable
	\$118.58	\$140.32	\$162.07	7/1/2026	6/30/2027	\$43.49	5.00%	
	\$124.51	\$147.34	\$170.17	7/1/2027	6/30/2028	\$45.67	5.00%	
	\$130.73	\$154.70	\$178.68	7/1/2028	6/30/2029	\$47.95	5.00%	
Eric Weir PW Chief of Party**	\$244.21	\$288.99	\$333.78	7/1/2025	6/30/2026	\$89.57		Not Applicable
	\$256.42	\$303.44	\$350.47	7/1/2026	6/30/2027	\$94.05	5.00%	
	\$269.24	\$318.62	\$367.99	7/1/2027	6/30/2028	\$98.75	5.00%	
	\$282.70	\$334.55	\$386.39	7/1/2028	6/30/2029	\$103.69	5.00%	
Eric Weir PW Chairman**	\$224.50	\$265.67	\$306.84	7/1/2025	6/30/2026	\$82.34		Not Applicable
	\$235.72	\$278.95	\$322.18	7/1/2026	6/30/2027	\$86.46	5.00%	
	\$247.51	\$292.90	\$338.29	7/1/2027	6/30/2028	\$90.78	5.00%	
	\$259.88	\$307.54	\$355.20	7/1/2028	6/30/2029	\$95.32	5.00%	
Drew Worthy Assistant Surveyor I	\$102.43	\$121.22	\$140.00	7/1/2025	6/30/2026	\$37.57		Not Applicable
	\$107.55	\$127.28	\$147.00	7/1/2026	6/30/2027	\$39.45	5.00%	
	\$112.93	\$133.64	\$154.35	7/1/2027	6/30/2028	\$41.42	5.00%	
	\$118.58	\$140.33	\$162.07	7/1/2028	6/30/2029	\$43.49	5.00%	
Drew Worthy PW Chairman**	\$227.22	\$268.89	\$310.56	7/1/2025	6/30/2026	\$83.34		Not Applicable
	\$238.58	\$282.34	\$326.09	7/1/2026	6/30/2027	\$87.51	5.00%	
	\$250.51	\$296.45	\$342.40	7/1/2027	6/30/2028	\$91.88	5.00%	
	\$263.04	\$311.28	\$359.52	7/1/2028	6/30/2029	\$96.48	5.00%	
Deyon Glass Survey Technician	\$81.66	\$96.63	\$111.61	7/1/2025	6/30/2026	\$29.95		Not Applicable
	\$85.74	\$101.46	\$117.19	7/1/2026	6/30/2027	\$31.45	5.00%	
	\$90.03	\$106.54	\$123.05	7/1/2027	6/30/2028	\$33.02	5.00%	
	\$94.53	\$111.86	\$129.20	7/1/2028	6/30/2029	\$34.67	5.00%	
Deyon Glass PW Chairman**	\$233.06	\$275.80	\$318.54	7/1/2025	6/30/2026	\$85.48		Not Applicable
	\$244.71	\$289.59	\$334.46	7/1/2026	6/30/2027	\$89.75	5.00%	
	\$256.95	\$304.07	\$351.19	7/1/2027	6/30/2028	\$94.24	5.00%	
	\$269.79	\$319.27	\$368.75	7/1/2028	6/30/2029	\$98.95	5.00%	
Mike Urlick Associate Surveyor	\$151.35	\$179.10	\$206.86	7/1/2025	6/30/2026	\$55.51		Not Applicable
	\$158.91	\$188.06	\$217.20	7/1/2026	6/30/2027	\$58.29	5.00%	
	\$166.86	\$197.46	\$228.06	7/1/2027	6/30/2028	\$61.20	5.00%	
	\$175.20	\$207.33	\$239.46	7/1/2028	6/30/2029	\$64.26	5.00%	

**EXHIBIT 10-H2 COST PROPOSAL**  
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Encompass Consultant Group  Prime Consultant  Subconsultant  
 Project No. ID-IQ FCD CMIT 2025-2028 Contract No. \_\_\_\_\_ Date 05/15/25

<b>SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)</b>				
<b>Description of Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>
Mileage Costs	0	0	\$0.00	\$ -
Equipment Rental and Supplies	0	0	\$0.00	\$ -
Permit Fees	0	0	\$0.00	\$ -
Plan Sheets	0	0	\$0.00	\$ -
Test	0	0	\$0.00	\$ -
Vehicle	0	0	\$0.00	\$ -
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

EXHIBIT 10-H2 COST PROPOSAL

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. Title 23 United States Code Section 112 - Letting of Contracts
- 10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 11. 33 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related
- 12. 48 Code of Federal Regulations Part 9901 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

**Prime Consultant or Subconsultant Certifying:**

Name: Sal Contreras, P.E. Title: Vice President

Signature:  Date of Certification (mm-dd/yyyy): 05/15/2025

Email: sal.contreras@ecgcivil.com Phone Number: (805)416-8704

Address: 333 N Lantana St., Suite 287, Camarillo Ca 93010

\* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Land surveying services - topographic mapping, boundary / right of way determination, legal descriptions, as-built surveys, structural monitoring, construction staking.



**NV5, Inc.**

1868 Palma Drive, Suite A, Ventura, CA 93003 | 805.656.6074 | www.NV5.com

**2025 GEOTECHNICAL / MATERIAL TESTING FEE SCHEDULE**

**GENERAL TERMS & CONDITIONS**

- 1. Testing Samples** - An hourly preparation charge will be added to all samples submitted that are not ready for testing.
- 2. 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.
- 3. Project Setup** - A \$225 fee applies for setup and administration of On-Cell agreements and contracts less than \$3,500.
- 4. 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.
- 5. Minimum Charges** - A minimum charge of 4 hours applies to inspection/testing callout 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.
- 6. Overtime Rates** - Rates are based on an 8-hr workday between 7:00 a.m. and 4:00 p.m., Monday-Friday. Work outside of these hours or in excess of 8 hr/day or 40 hr/wk will be charged at 1.5 times the listed rates. Work over 12 hours in 1 day or work on Sundays or holidays will be charged at 2.0 times quoted rates. Special Shift work is charged a 1.5 times normal rate unless a full week work (5 days) is scheduled.
- 7. Holidays** - New Year Day, Memorial Day, Independence Day, Labor Day, Veteran Day, Thanksgiving Day & the following Friday, and Christmas Day. For holidays falling on Sat. or Sun., the closest regular workday will be observed.

- 8. Travel** - Hourly travel is charged portal-to-portal for technicians. Travel charges may be waived for special inspectors within 25 miles of our laboratory. Mileage/Trip Charges charged at rates listed below.
- 9. Per Diem** - Per diem will be charged at 1.1 times the Federal (GSA) rate for all out-of-town assignments unless otherwise arranged.
- 10. Project Management & Report Distribution** - All assignments are under the supervision of a Professional Engineer. PE time of 0.1 hour per inspection or 1/2-hour/week (min) will be invoiced for scheduling, management, & report review.
- 11. Expenses / Drillers-CPT / Subcontractors** - Cost plus 15%.
- 12. 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 wage requirements.
- 13. Sample Disposition** - All samples will be disposed upon completion of testing. Samples suspected of contamination will be held pending disposition by Client. 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.
- 14. Certified Payroll** - A \$45 per week, per project processing fee for Certified Payroll is assessed on Prevailing Wage Projects.
- 15. 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.
- 16. Project Labor Agreements** - A project administration and Union expense surcharge fee of \$35/hr is assessed on projects under a PLA.

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

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

	Standard	Prevailing Wage
<b>A. Professional Staff</b>		
1 Principal Engineer/Geologist/Consultant	\$ 240	
2 Senior Engineer/Geologist/Consultant (PE, CEG)	\$ 200	
3 Project Engineer/Geologist/Consultant	\$ 190	
4 Sr. Staff Engineer/Geologist/Consultant	\$ 170	
5 Staff Engineer/Geologist/Consultant	\$ 155	
6 Construction Services Manager	\$ 215	
7 Project Manager	\$ 195	
<b>B. Technical Staff</b>		
	Standard	Prevailing Wage
1 ICC Special Inspector I / Soil-Asphalt-ACI Technician I	\$ 103	\$ 134
2 ICC Special Inspector II / Soil-Asphalt-ACI Technician II	\$ 114	\$ 136
3 ICC Special Inspector III/Soil-Asphalt-ACI Technician III	\$ 124	\$ 144
4 AWS Certified Welding Inspector I	\$ 108	\$ 139
5 AWS Certified Welding Inspector II	\$ 119	\$ 144
6 Roofing/Waterproofing Inspector I	\$ 108	\$ 134
7 Roofing/Waterproofing Inspector II	\$ 119	\$ 144
8 NDT Technician I (UT/Mag Part./Dye Pen.)	\$ 107	\$ 136
9 NDT Technician II (UT/Mag Part./Dye Pen.)	\$ 113	\$ 140
10 Field Supervisor	\$ 134	\$ 152
<b>C. Public Works/DSA/OSHPD Inspection</b>		
	Standard	Prevailing Wage
1 Project Inspector I / OSHPD IOR C, DSA PI III	\$ 124	\$ 136
2 Project Inspector II / OSHPD IOR B, DSA PI II	\$ 140	\$ 151
3 Project Inspector III/ OSHPD IOR A, DSA PI I	\$ 157	\$ 172
4 DSA Masonry / Shotcrete Inspection I	\$ 115	\$ 140
5 DSA Masonry / Shotcrete Inspection II	\$ 132	\$ 150
6 Special Inspection Verified Report (SIVR/VR, each)	\$ 326	
7 Laboratory / Geotech. Verified Rpt.(DSA 291/293 - Test only, each)	\$ 555	
8 Combined Lab Verified Report (DSA 291 - Tests & Inspections, each)	\$ 720	
9 DSA 5 SI (Inspector Qualifications, each)	\$ 98	
10 DSA 109 Transfer of Geotechnical Responsibility	\$ 1,800	

	Standard	Prevailing Wage
<b>D. Support Staff &amp; Special Services</b>		
1 Laboratory Technician	\$ 144	
2 Certified Payroll Admin.(per project, per week)	\$ 55	
3 Court Appearance and Depositions (hourly, 4 hr min)	\$ 505	
4 Clerical	\$ 82	
<b>E Pickup/Delivery, Field Vehicle, Sample Storage &amp; Mileage</b>		
1 Sample Pickup/Delivery (hourly, plus mileage)	\$ 88	
2 Saturday Sample Pickup/Delivery (hourly, 4hr minimum, plus mileage)	\$ 132	
3 Mileage - (per mile, \$35/daily min. charge)	\$ 0.80	
4 Mileage - Coring Truck (per mile)	\$ 0.85	
5 Vehicle - Field Truck 2WD (per day)	\$ 70	
6 Vehicle - Field Truck 4WD (per day)	\$ 88	
7 Sample Storage - Bulk Bag, HMA Box, AC Binder (after testing complete) per mo.	\$ 10	
8 Sample Storage - Geotech. Tube (after testing complete) per month	\$ 2	
<b>F Prevailing Wage / Labor Agreement Administration</b>		
1 Prevailing Wage - Certified Payroll Reporting, per week	\$ 45	
2 Project Labor Agreement - Hourly Surcharge	\$ 25	
<b>H Diamond Coring (min. charge = field time w/travel + 1 hr. mob./demo.)</b>		
1 Machine, truck & 1 operator (accessible flatwork only)	\$ 256	\$ 224
2 Machine, truck & operator & helper	\$ 276	\$ 336
3 Coring Bit Charge (per inch)	\$ 3.75	

**Standard Laboratory Turn-Around-Times:**

*(where applicable TAT indicated in superscript following the test method)*

<sup>A</sup> = 1 working days, <sup>B</sup> = 5 working days, <sup>C</sup> = 7 working days, <sup>D</sup> = 10 working days, <sup>E</sup> = >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 apply for weekend or holiday work.





2025 NV5 GEOTECHNICAL / MATERIAL TESTING FEE SCHEDULE

**II. LAB TESTS: AGGREGATE, SOIL, & STONE**

	Fee
<b>A. Soils - Geotechnical</b>	
1 Atterberg Limits (LL and PL) - ASTM D4318, CTM 204 <sup>B</sup>	\$ 232
2 Consolidation (up to 9 Load/Rebound Pts) - ASTM D2435 <sup>E</sup>	\$ 404
3 Consolidation Time-Rate Curves, each <sup>E</sup>	\$ 101
4 Collapse - ASTM D4546 <sup>B</sup>	\$ 199
5 additional Load Increment (Consol./Collapse) - per pt	\$ 78
6 Direct Shear, remolded sample - ASTM D3080 <sup>D</sup>	\$ 352
7 Direct Shear, undisturbed (ring) sample - ASTM D3080 <sup>D</sup>	\$ 298
8 Direct Shear, Repeated Residual - ASTM D3080 <sup>E</sup>	\$ 820
9 Expansion Index - ASTM D4829 <sup>B</sup>	\$ 256
10 Moisture & Dry Density (ring samples) - ASTM D2937 <sup>C</sup>	\$ 28
11 Organic Content by Oven Burn-off - ASTM D2974 <sup>B</sup>	\$ 270
12 pH (soil) - ASTM D4972 <sup>C</sup>	\$ 46
13 Resistivity - ASTM G57 <sup>C</sup>	\$ 71
14 Resistivity (Minimum) - CTM 643 <sup>C</sup>	\$ 189
15 Soil Classification - ASTM D2488 - Visual Manual <sup>A</sup>	\$ 54
16 Soluble Chloride / Soluble Chloride - each (soils) <sup>C</sup>	\$ 96
17 Unconfined compression on prepared specimens <sup>C</sup>	\$ 167
<b>B. Particle Size Analysis</b>	
(Listed fees are for standard ASTM C33 sieve stack, special sieves by quote)	
1 Sand Equivalent - ASTM D2419, CTM 217 <sup>A</sup>	\$ 138
2 Sieve #200 wash only - ASTM D1140, CTM 202 <sup>A</sup>	\$ 115
3 Sieve (coarse or fine only, no wash - ASTM C136, CTM 202) <sup>A</sup>	\$ 126
4 Sieve (coarse & fine w/ wash - ASTM C136, CTM 202) <sup>A</sup>	\$ 160
5 Hydrometer w/ Fine Sieve - ASTM D422, CTM 203 <sup>B</sup>	\$ 256
6 Hydrometer w/ Fine & Coarse Sieve - ASTM D422, CTM 203 <sup>B</sup>	\$ 292
<b>C. Moisture Density Relationship</b>	
1 Max. Density-Opt. Moisture (4 in. mold) - ASTM D1557, D698 <sup>A</sup>	\$ 258
2 Max. Density-Opt. Moisture (8 in. mold) - ASTM D1557, D698 <sup>A</sup>	\$ 318
3 Max. Density-Opt. Moist. w/ Rock Corr - ASTM D1557, D4718 <sup>A</sup>	\$ 378
4 Maximum Density Checkpoint (4 in. mold) <sup>A</sup>	\$ 114
5 Caltrans Relative Compaction (Wet Density) - CTM 216 <sup>A</sup>	\$ 354
<b>D. Aggregate, Soil &amp; Rock</b>	
1 Abrasion Resistance by LA Rattler - ASTM C131, CTM 211 <sup>B</sup>	\$ 246
2 Absorption, sand or gravel - ASTM C127, C128 <sup>B</sup>	\$ 70
3 California Bearing Ratio (CBR) with expansion - ASTM D1893 <sup>C</sup>	\$ 820
4 Clay lumps and friable particles, per primary size - ASTM C142 <sup>C</sup>	\$ 131
5 Cleanliness Test - ASTM D4740, CTM 227 <sup>A</sup> (<1.5" max size)	\$ 149
6 Cleanliness Test - ASTM D4740, CTM 227 <sup>A</sup> (1.5"-2.5" size)	\$ 350
7 Crushed particles, per primary size <sup>C</sup>	\$ 189
8 Durability Index (\$120 per size fraction) - CTM 229 <sup>A</sup>	\$ 246
9 Flat & Elongated Particles (per bin size) - ASTM D4791 <sup>C</sup>	\$ 214
10 Lightweight pieces, per size fraction - ASTM C123 <sup>C</sup>	\$ 458
11 Moisture determination (aggregate samples) <sup>A</sup>	\$ 40
12 Mortar making properties of Sand ASTM C87 <sup>D</sup>	\$ 442
13 Organic Impurities - ASTM C40, CTM 213 <sup>B</sup>	\$ 110
14 Petrographic Analysis of Gravel - ASTM C295 (single grading) <sup>C</sup>	\$ 570
15 Petrographic Analysis of WC Sand - ASTM C295 (pre-graded) <sup>E</sup>	\$ 970
16 Potential Reactivity Test - ASTM C289 Chemical Method <sup>D</sup>	\$ 570
17 Potential Reactivity - ASTM C227 Mortar Bar Method (3 month) <sup>E</sup>	\$ 895
Each additional month	\$ 135
18 Potential Reactivity Test - ASTM C1260 Rapid Method <sup>E</sup>	\$ 715
19 Potential Reactivity - ASTM C1293 Mortar Bar w/ Pozz (12 m) <sup>E</sup>	\$ 1,825
Extend to 24-months add (C1293 requires Sp Grav. & Unit Wgt)	\$ 920
20 Potential Reactivity Test - ASTM C1567 Rapid-Cement Combo <sup>E</sup>	\$ 865
21 'R' Value - ASTM D2844, CT 301 (Treated material by quote) <sup>C</sup>	\$ 362
22 Specific gravity w/ absorption - coarse - ASTM C127, CTM 206 <sup>B</sup>	\$ 127
23 Specific gravity w/ absorption - fine - ASTM C128, CTM 207 <sup>B</sup>	\$ 149
24 Sulfate Soundness, 5 cycle test per primary size - ASTM C88 <sup>D</sup>	\$ 416
25 Thermal Resistivity of Soil (including 1 proctor curve) <sup>D</sup>	\$ 1,175
26 Uncompacted Void Content of Fine Aggregate - AASHTO T304 <sup>B</sup>	\$ 200
27 Unit weight - ASTM C29 <sup>B</sup>	\$ 83

	Fee
<b>E. Lime Treatment / Soil Cement / CTB Tests</b>	
1 Lime Treatment: pH by Eades & Grim - ASTM D6276 <sup>B</sup>	\$ 412
2 Lime Treatment: Fabrication & Compaction (3) - ASTM D3551 <sup>B</sup>	\$ 502
3 Lime Treatment: Compressive Strength (ea) - ASTM D5102 <sup>B</sup>	\$ 126
4 Soil Cement - Moist-Dens. - ASTM D558 - Lab Mixed <sup>B</sup>	\$ 468
5 Soil Cement - Moist-Dens. - ASTM D558 - Field Mixed <sup>C</sup>	\$ 350
6 Soil Cement - Wet-Dry Durability - ASTM D559 <sup>E</sup>	\$ 1,120
7 Soil Cement - Freeze-Thaw Durability - ASTM D560 <sup>C</sup>	\$ 1,310
8 Soil Cement - Mix, Compact & Cure, each - ASTM D1632 <sup>A</sup>	\$ 149
9 Soil Cement - Compressive Strength - each - ASTM D1633 <sup>A</sup>	\$ 137
10 Cement Treated Base (CTB), compact & cure (3 samples) <sup>E</sup>	\$ 502
11 Cement Treated Base - Compression (ea)	\$ 125
12 Cement Treated Base - Stability (3)	\$ 600
<b>F. Rip Rap / Rock Slope Protection / Dimensional Stone</b>	
1 Rock Gradation D (hourly engineering charge - per quote)	
2 Absorption / Apparent Specific Gravity - ASTM C127, CTM 206 <sup>D</sup>	\$ 149
3 Durability - CTM 229 <sup>D</sup>	\$ 316
4 Percentage Wear - ASTM C131 <sup>D</sup>	\$ 268
5 Compressive Strength - ASTM C117 <sup>D</sup>	\$ 160
6 Water Absorption & Density - ASTM C97 (3 required) <sup>D</sup>	\$ 101
7 Modulus of Rupture - ASTM C99 <sup>D</sup>	\$ 173
8 Flexural Strength - ASTM C880 <sup>D</sup>	\$ 196
9 Sulfate Soundness, 5 cycle test per primary size - ASTM D5240 <sup>D</sup>	\$ 3,715
10 addition Soundness samples (>5 specimens)	\$ 710
11 Sample Preparation (cutting/crushing/processing≤1 hr/min)/hr	\$ 191

**III. LAB TESTS: CEMENT, CONCRETE, & MASONRY**

	Fee
<b>A. Cement</b>	
1 Grab sample (CCR Title 24) includes 1 year storage	\$ 86
2 Compression Test - High Strength Grout 2" cube - ASTM C109 <sup>A</sup>	\$ 71
<b>B. Concrete</b>	
1 Compression test: Concrete 4x8 cylinder - ASTM C39	\$ 33
2 Compression test: Concrete 6x12 cylinder - ASTM C39	\$ 39
3 Compression test: Concrete/Shotcrete Core - ASTM C42 <sup>D</sup>	\$ 88
4 Concrete cylinder mold (w/ lid - spare)	\$ 14
5 Concrete cylinder p/up: 4x8 (>25ml radius of Lab add hly p/up rate)	\$ 19
6 Concrete cylinder p/up: 6x12 (>25ml radius of Lab add hly p/up rate)	\$ 26
7 Concrete Mix Design Review (excludes testing & revisions) <sup>A</sup>	\$ 316
8 Concrete mix proportion revision	\$ 220
9 Concrete Trial Batch (includes 6 compression tests)	Per Quote
10 Coring of Shotcrete/Gunite panel in laboratory, each core	\$ 78
11 Density of Lightweight Struct. Concrete (ASTM C567 - Equil) <sup>C</sup>	\$ 248
12 Drying shrinkage - ASTM C157 (set of 3, 5 ages) <sup>E</sup>	\$ 650
13 End preparation of cores, diamond sawing, per cut	\$ 26
14 Flexural beam pickup (>25ml. radius of Lab add hly p/up rate)	\$ 55
15 Flexural strength, 6"x6" beam - ASTM C78 & C293 <sup>A</sup>	\$ 100
16 Lab Trial Batch, not including specimen tests - ASTM C192	Per Quote
17 Lightweight insulating concrete - unit weight (oven dry)	\$ 127
18 Lightweight insulating concrete compress, 4 req. - ASTM C495	\$ 101
19 Modulus of elasticity, 4"x8" cylinder - ASTM C469 <sup>D</sup>	\$ 324
20 Non-Shrink (Dry-Pack) Grout Compression - 2"x2"x2"	\$ 65
21 Petrographic Analysis - Hardened Concrete - ASTM C856 (per core) <sup>C</sup>	\$ 1,240
22 Poisson's Ratio on 6"x12" cylinders - ASTM C469 <sup>D</sup>	
23 Shotcrete/Gunite panel pick-up (>25ml. radius of Lab add hourly pickup rate)	\$ 97
24 Splitting Tensile - ASTM C496 <sup>D</sup>	\$ 238
25 Thermal Resistivity - Concrete - FTB <sup>D</sup>	\$ 1,185



2025 NV5 GEOTECHNICAL / MATERIAL TESTING FEE SCHEDULE

**C. Masonry**

1	Absorption - Brick, 5 required - ASTM C67 <sup>D</sup>	\$ 92
2	Absorption - Concrete Masonry Unit, 3 required - ASTM C140 <sup>D</sup>	\$ 71
3	Compression - Concrete Masonry Unit, 3 required - ASTM C140 <sup>D</sup> (requires absorption & unit wt. tests for net area)	\$ 108
4	Compression - Masonry Core <sup>D</sup>	\$ 67
5	Compression - Masonry Prisms 8" x 8" - ASTM C1314 <sup>D</sup>	\$ 210
6	Compression test, Masonry Grout 3x6" specimens - ASTM C1019	\$ 49
7	Compression test, mortar specimens - ASTM C109	\$ 49
8	Compression, brick, 5 required - ASTM C67 <sup>D</sup>	\$ 60
9	Diamond sawing of masonry specimens, if required (minimum)	\$ 35
10	Dimensions - masonry unit, 3 required <sup>D</sup>	\$ 65
11	Linear shrinkage, masonry unit, set of 3 - ASTM C426 <sup>E</sup>	\$ 590
12	Masonry Unit Acceptance Tests - ASTM C140 <sup>D</sup> (set of 3) (includes absorption, compression, dimensions, unit weight)	\$ 765
13	Mortar Aggregate Ratio - ASTM C780 (A4) <sup>B</sup>	\$ 426
14	Modulus of rupture, brick, 5 required - ASTM C67 <sup>D</sup>	\$ 142
15	Moisture content - masonry unit (as received), 3 req'd - ASTM C140 <sup>D</sup>	\$ 62
16	Relative Mortar Strength - CTM 515 <sup>D</sup>	\$ 550
17	Sample Pickup - Grout, Mortar (per specimen)	\$ 39
18	Sample Pickup - Masonry Prism (per specimen)	\$ 100
19	Shear test on masonry core - CBC 2105A.4 <sup>B</sup>	\$ 141
20	Tensile test on masonry block	\$ 550
21	Unit weight, Masonry Unit, 3 required - ASTM C140 <sup>D</sup>	\$ 74
22	Veneer Shear Test - ASTM C482 <sup>D</sup> (5 required)	\$ 246
23	Visual Examination & Photo-Document Core - CBC 2105A.4 <sup>B</sup>	\$ 62

**IV. LAB TESTS: REINFORCING & STRUCTURAL STEEL**

**A General Testing**

1	Fireproofing Density (Oven Dried) - ASTM E605 <sup>B</sup>	\$ 135
2	Processing mill certification (each size & heat)	\$ 40
3	Torque Wrench Calibration (25-250 ft-lb)	\$ 145
4	Rockwell or Brinell Hardness, average of three readings	\$ 44
5	Zinc coating, each item (includes Haz Mat Fee) <sup>C</sup>	\$ 256

**B Reinforcing Steel**

1	Deformations, reinforcing steel <sup>D</sup>	\$ 71
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) <=#11 <sup>C</sup>	\$ 78
4	Bend Test (rebar) >=#11 <sup>D</sup>	\$ 400
5	Tensile test (rebar), up to & including #8 <sup>C</sup>	\$ 78
6	Tensile test (rebar) #9, #10, #11 <sup>D</sup>	\$ 149
7	Tensile test (rebar) #14, #18 <sup>D</sup>	\$ 380
8	Rebar Mechanical Coupler (Tension) Test (up to #11 bar) <sup>D</sup>	\$ 264

**C Structural Steel**

1	Cutting & machining charges	cost plus 15%
2	Bend test, structural, all sizes	\$ 92
3	Tensile test, ≤ ¾" cross-section (cutting & machining extra)*	\$ 103
4	Tensile test, > ¾" cross-section (cutting & machining extra)*	\$ 160

**D High Strength Bolts**

1	High-Strength Bolt Assembly ea. (Bolt, Nut, & Washer) <sup>D</sup> (<7/8")	\$ 385
2	High-Strength Bolt Assembly ea. (Bolt, Nut & Washer) <sup>D</sup> (7/8"-1.125")	\$ 455
3	High-Strength Bolt Assembly ea. (Bolt, Nut & Washer) <sup>D</sup> (>1.125")	\$ 505
5	Bolt - Wedge Tensile <sup>D</sup> - ASTM F606 (<7/8")	\$ 75
6	Bolt - Wedge Tensile <sup>D</sup> - ASTM F606 (7/8" - 1.125")	\$ 100
7	Bolt - Wedge Tensile <sup>D</sup> - ASTM F606 (> 1.125")	\$ 125
8	Bolt - Proof Load/Elongation <sup>D</sup> - ASTM F606 (<7/8")	\$ 80
9	Bolt - Proof Load/Elongation <sup>D</sup> - ASTM F606 (7/8" - 1.125")	\$ 110
10	Bolt - Proof Load/Elongation <sup>D</sup> - ASTM F606 (>1.125")	\$ 130
11	Nut - Proof Load <sup>D</sup> - (<7/8")	\$ 65
12	Nut - Proof Load <sup>D</sup> - (7/8" - 1.125")	\$ 80
13	Nut - Proof Load <sup>D</sup> - (>1.125")	\$ 95
14	Hardness (ASTM E18) <sup>D</sup>	\$ 75

**V. LAB TESTS: ASPHALT & ASPHALTIC CONCRETE**

<b>A Emulsions And Slurry Seals</b>		<b>Fee</b>
1	Consistency test - ASTM D3910 <sup>A</sup>	\$ 115
2	Residue by Evaporation - T59, CT330, D6934 <sup>A</sup>	\$ 172
3	Solids content by evaporation and ignition extraction (slurry) <sup>A</sup>	\$ 298
4	Wet Track Abrasion - ASTM D3910 (prep. not included) <sup>A</sup>	\$ 192

**B Asphaltic Concrete, Aggregate And Mixes**

<b>B Asphaltic Concrete, Aggregate And Mixes</b>		<b>Fee</b>
1	Air Voids - ASTM D3203, T269 (does not include max.)	\$ 318
2	Bulk Specific Gravity (HVEEM - 3 pt. LTMD) CT308 / T166 <sup>A</sup>	\$ 298
3	Coring of asphaltic concrete - See Section E Diamond Coring Extraction, % bitumen	
4	Ignition Oven Method - ASTM D6307, AASHTO T308, CT 382 <sup>A</sup>	\$ 210
5	Solvent Extraction Method - ASTM D2172, AASHTO T166 <sup>B</sup>	\$ 388
5	Film Stripping - CTM 302 <sup>C</sup>	\$ 200
6	Gyratory Compaction, 6" specimen, Lab Mix* - AASHTO T312 <sup>B</sup>	\$ 432
7	Gyratory Compaction, 6" specimen, Plant Mix* - AASHTO T312 <sup>B</sup>	\$ 372
8	Gyratory Compaction-ARHM, 6" specimen, Plant Mix* - AASHTO T312 <sup>B</sup>	\$ 740
* Add \$115 for Asphalt Rubber		
9	Hamburg Wheel Track - AASHTO T324 <sup>B</sup>	\$ 1,790
10	Ignition Oven Correction Factor - CTM 382 <sup>B</sup>	\$ 785
11	Marshall - Preparation & Compaction <sup>A</sup>	\$ 252
12	Marshall - Stability and flow (core) - ASTM D6927 <sup>A</sup>	\$ 157
13	Marshall - Stability and flow (bulk) - ASTM D6927 <sup>B</sup>	\$ 394
14	Marshall - Specific Gravity - ASTM D2926 <sup>A</sup>	\$ 276
15	Theoretical Maximum Specific Gravity (RICE) - D-2041, CT309 <sup>A</sup>	\$ 240
16	Moisture content - ASTM D-1461 <sup>A</sup>	\$ 136
17	Recovery of Extracted Asphalt (extraction only) - ASTM D5404 <sup>D</sup>	\$ 302
18	Recovery of rubber from ARHM extraction <sup>D</sup>	\$ 378
19	Specific gravity of core - ASTM D2726 <sup>A</sup>	\$ 71
20	HVEEM Stabilometer test on premixed sample - CTM 366 <sup>A</sup>	\$ 224
21	Stabilometer test and mixing of sample <sup>B</sup>	\$ 480
22	Surface Abrasion - CTM 360 <sup>D</sup>	\$ 630
23	Resistance to Moisture Induced Damage - T-283 <sup>D</sup>	\$ 2,225
24	Resistance to Moisture Induced Damage - CT 371 <sup>D</sup>	\$ 3,185



2025 NV5 GEOTECHNICAL / MATERIAL TESTING FEE SCHEDULE

**VI. MATERIALS AND EQUIPMENT**

**A. Equipment**

	<u>Fee</u>
1. Air Meter (Concrete) per day	\$ 85
2. Asphalt Patch (cold patch / cutback) – per bag	\$ 47
3. Calibrated Hydraulic Ram (Pull test) - per day	\$ 114
4. Ceiling Wire Dead-Weight Equip. - per day	\$ 194
5. Coating Thickness Gauge - per day	\$ 135
6. Concrete Slab Moisture Emission Kit/ RH Probe (ea.)	\$ 103
7. Cure Box - Insulated (per box, per deployment)	\$ 175
8. Cure Box - Temperature Controlled (per month)	\$ 500
9. Floor Flatness Dipstick (plus labor – 4 hr min) - per day	\$ 685
10. Double Ring Infiltrometer - per day	\$ 294
11. Durometer Gauge (Shore A/D) - per day	\$ 70
12. Dynamic Cone Penetrometer (Wildcat w/ 35 lb hammer) - per day	\$ 585
13. Generator (Portable) - per day	\$ 112
14. Ground Penetrating Radar (GPR) – (plus labor–4 hr min) /day	\$ 474
15. Half-Cell Corrosion Potential Equipment - per day	\$ 435
16. Hardness Gauge (Brinell, Rockwell) - per day	\$ 146
17. Non-Shrink High-Strength Grout (per bag)	\$ 80
18. Nuclear Density Gauge - per day	\$ 50
19. Pachometer (Rebar) Survey Equipment - per day	\$ 119
20. Peristaltic Groundwater Sampling Pump - per day	\$ 258
21. Sand Cone Density Equipment) - per day	\$ 50
22. Scaffold – Portable - per day	\$ 135
23. Schmidt Hammer - per day	\$ 90
24. Seismic Refraction Survey, 24-Channel Seismodule - per day	\$ 2,250
25. Skidmore Wilhelm - per day	\$ 254
26. Slope Indicator Probe & Data Collector - per day	\$ 356
27. Soil Resistivity Survey (4-pin) - per day	\$ 425
28. Torque Wrench (Large, >100 ft-lb), per day	\$ 103
29. Torque Wrench (Small), per day	\$ 33
30. Ultrasonic / Mag Particle Equipment & Consumables per day	\$ 92

**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.

**Standard Laboratory Turn-Around-Times:**

(where applicable TAT indicated in superscript following the test method):

<sup>A</sup> – 3 working days, <sup>B</sup> – 5 working days, <sup>C</sup> – 7 working days, <sup>D</sup> – 10 working days, <sup>E</sup> – >10 working day

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 apply for weekend or holiday work.

**EXHIBIT 10-H COST PROPOSAL**  
**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed  Prime Consultant  Subconsultant  2<sup>nd</sup> Tier Subconsultant

Consultant NV5, INC.

Project No. COSB Flood Control On-Call Contract No. \_\_\_\_\_ Date: 5/14/25

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Material Tester*	See attached 10-H	500.0	\$ 59.18	\$ 29,590.00
Inspector*	See attached 10-H	100.0	\$ 60.96	\$ 6,096.00
Principal	See attached 10-H	10.0	\$ 95.00	\$ 950.00
Construction Mgr/Sr Engr	See attached 10-H	20.0	\$ 70.00	\$ 1,400.00
Field Supervisor	See attached 10-H	20.0	\$ 49.00	\$ 980.00

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$ 39,016.00
b) Anticipated Salary Increases (see page 2 for sample)	\$ 3,250.79
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$ 42,266.79</b>

**INDIRECT COSTS**

d) Fringe Benefits	16.26%	e) Total Fringe Benefits [(c)x(d)]:	\$ 6,872.58
f) Overhead	128.56%	g) Overhead [(c) x (f)]	\$ 54,338.18
h) General and	0.00%	i) Gen & Admin [(c) x (h)]	\$ -
		<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>	<b>\$ 61,210.76</b>

**FEE (Profit)**

Q) Fee Rate:	10.00%	<b>k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]</b>	<b>\$ 10,347.76</b>
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**OTHER DIRECT COSTS (ODC)**

Item Description	Quantity	Unit	Unit Cost	Total
Mileage Costs	5000	mi	\$ 0.70	\$ 3,500.00
Field Vehicle - 2WD	100	dy	\$ 70.00	\$ 7,000.00
Field Vehicle - 4WD	50	dy	\$ 88.00	\$ 4,400.00
Nuclear Gauge	100	dy	\$ 50.00	\$ 5,000.00
Various Lab Test - see Fee Schedule	1	ea	\$ 10,000.00	\$ 10,000.00

**TOTAL OTHER DIRECT COSTS: \$ 29,900.00**

**SUBCONSULTANT COSTS**

1 Subconsultant 1	\$ -
2 Subconsultant 2	\$ -
<b>TOTAL SUBCONSULTANT COSTS:</b>	<b>\$ -</b>

**TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS: \$ 29,900.00**  
**TOTAL COST: \$ 143,725.31**

**NOTES:**

- Employees subject to prevailing wage requirements to be marked with an \*.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

**EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2**  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

Consultant NV5, INC.  
Project No: COSB Flood Control On-Call Contract No \_\_\_\_\_ Date 5/14/25

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

	Direct Labor Subtotal Per	Total Hours Per	Avg	5 Year
	Cost Proposal	Cost Proposal	Hourly Rate	Contract Duration
\$	39,016.00	650.0	\$ 60.02	Year 1 Ave Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation	=		
Year 1	\$60.02	+	5.00%	=	\$ 63.03	Year 2 Avg Hourly Rate
Year 2	\$63.03	+	5.00%	=	\$ 66.18	Year 3 Avg Hourly Rate
Year 3	\$66.18	+	5.0%	=	\$ 69.49	Year 4 Avg Hourly Rate
Year 4	\$69.49	+	5.0%	=	\$ 72.96	Year 5 Avg Hourly Rate

*% escalation based upon scheduled PW % increases (years 2 & 3)*

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Est. % Completed		Total Hours	=	Total Hours	
	Each Year		per Cost Proposal		per Year	
Year 1	25.00%	*	650.0	=	162.5	Estimated Hours Year 1
Year 2	25.00%	*	650.0	=	162.5	Estimated Hours Year 2
Year 3	25.00%	*	650.0	=	162.5	Estimated Hours Year 3
Year 4	15.00%	*	650.0	=	97.5	Estimated Hours Year 4
Year 5	10.00%	*	650.0	=	65	Estimated Hours Year 5
Total Direct	100.00%		Total		650	

**4. Calculate Total Costs Including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate		Estimated hours	=	Cost per Year	
	(calculated above)		(calculated above)			
Year 1	\$60.02	*	162.5	=	\$ 9,754.00	Estimated Cost Year 1
Year 2	\$63.03	*	162.5	=	\$ 10,241.70	Estimated Cost Year 2
Year 3	\$66.18	*	162.5	=	\$ 10,753.79	Estimated Cost Year 3
Year 4	\$69.49	*	97.5	=	\$ 6,774.88	Estimated Cost Year 4
Year 5	\$72.96	*	65.0	=	\$ 4,742.42	Estimated Cost Year 5
			Total Direct Labor Cost with Escalation	=	\$ 42,266.79	
			Direct Labor Subtotal before Escalation	=	\$ 39,016.00	
			Estimated total of Direct Labor Salary Increase	=	<b>\$ 3,250.79</b>	Transfer to Page 1

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4 Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H 1 COST PROPOSAL Page 3 of 3

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

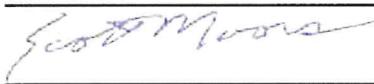
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements.

Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Scott Moors Title\*: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 5/14/2025

Email: scott.moors@NV5.com Phone Number: 805-656-6074

Address: 1868 Palma Drive, Suite A, Ventura, CA 93003

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

*Construction materials engineering and testing services, special inspection services.*

## 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 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, its 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 \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance 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. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or 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 both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, 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 contract 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.

## Exhibit D - CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR, **Filippin Engineering, Inc.** certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

DocuSigned by:  
  
1182AFB794DC499  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

Gino Filippin, President

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

5/28/2025 | 4:07 PM PDT

\_\_\_\_\_  
Date

## Exhibit E - Davis Bacon Act

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the

registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment,

advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.