

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the Santa Barbara County Flood Control and Water Conservation District, a political subdivision of the State of California (hereafter COUNTY) and **Filippin Engineering** with an address at 354-D South Fairview, 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

Jon Frye at phone number (805) 568-3444 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Kelly Wheeler at phone number (805) 845-4602 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

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

To COUNTY: Mr. Walter Rubalcava, Santa Barbara County Flood Control & Water Conservation District, 130 E. Victoria Street, STE 200, Santa Barbara, CA 93101

To CONTRACTOR: Mr. Gino P. Filippin, Filippin Engineering, 354-D South Fairview Avenue, Goleta CA 93117

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

3. SCOPE OF SERVICES

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

4. TERM

CONTRACTOR shall commence performance on April 5, 2022 and end performance upon completion, but no later than June 30, 2023 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

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

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

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION

- 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 disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

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. DEPARTMENT OF HOMELAND SECURITY (DHS) LOGO

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA 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 FEMA Administrator, 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 FEMA Administrator or his 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 will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 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 (1) through (7) 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. NO 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:

- A. Require payments as reimbursements rather than advance payments;
- B. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- C. Require additional, more detailed financial reports;
- D. Require additional project monitoring;
- E. Requiring CONTRACTOR to obtain technical or management assistance; or
- F. Establish additional prior approvals.

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 FEMA financial assistance will be used to fund this Agreement. CONTRACTOR will only use FEMA funds as authorized herein. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA 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 in EXHIBIT D. 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

- A. 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.
- B. 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 Emergency Management Agency, 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 provided by FEMA.

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 Emergency Management Agency, 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 provided by FEMA.

44. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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.


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

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

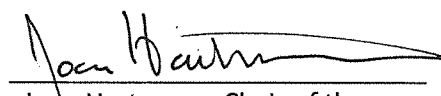
ATTEST:

Mona Miyasato

County Executive Officer
Ex Officio Clerk of the Board of the
Santa Barbara County Flood Control
& Water Conservation District

By: 
Deputy Clerk

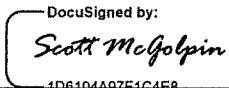
SANTA BARBARA COUNTY FLOOD
CONTROL & WATER CONSERVATION
DISTRICT

By: 
Joan Hartmann, Chair of the
Board of Directors

Date: 4-5-22

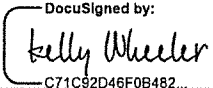
RECOMMENDED FOR APPROVAL:

Scott D. McGolpin
Public Works Director

By: 
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CONTRACTOR:

Filippin Engineering

By: 
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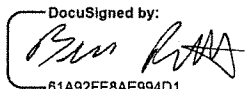
Authorized Representative

Name: Kelly Wheeler

Title: Vice President

APPROVED AS TO FORM:

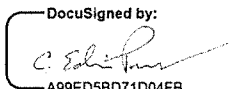
Rachel Van Mullem
County Counsel

By: 
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Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

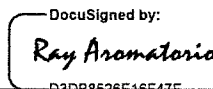
Betsy M. Schaffer, CPA
Auditor-Controller

By: 
A99ED58D71D04FB...

Deputy

APPROVED AS TO FORM:

Ray Aromatorio, ARM, AIC
Risk Manager

By: 
D3DB8628E16F47F...

Risk Management

EXHIBIT A STATEMENT OF WORK



February 11, 2022

Santa Barbara County Flood Control & Water Conservation District
130 E. Victoria Street #200
Santa Barbara, CA 93101
Attn: Mr. Jon Frye, P.E.

**SUBJECT: PROPOSAL FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR
Romero Creek Debris Basin Improvements Project - SCOPE OF WORK**

Dear Mr. Frye:

Thank you for the opportunity to submit our proposal to perform construction management, inspection, and materials testing services (CMIT) for the Romero Creek Debris Basin Improvements Project for the Santa Barbara County Flood Control and Water Conservation District (Flood Control). Filippin Engineering (FE) has performed these services on similar projects, including multiple projects with Flood Control.

UNDERSTANDING OF THE PROJECT

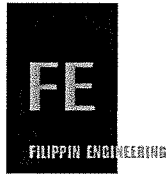
FE's understanding of the project is based upon our scope of work to provide constructability review services to the County. The project is at the existing Flood Control debris basin along Romero Road, and generally consists of providing water pollution control, clearwater diversion, removal of a portion of grouted rock slope protection, excavation, placement of rock slope protection, construction of a cast-in-place outlet structure including retaining walls, grading of a new channel with ESM, and construction of new concrete access road. Our staffing, approach, and proposed services are based on our understanding of the projects and documents to date, and include CMIT services for the base bid and bid alternate.

We also anticipate the time frame for this project will be to go to construction in May. The project is specified to be completed in 120 working days, with approximately a month prior for submittal review and responses, and a month after for closeout and turning over documentation.

PROJECT STAFFING

Kelly Wheeler, P.E., Principal Construction Manager: Ms. Wheeler is a registered civil engineer with over 20 years of design and construction experience. She has been the Resident Engineer on a number of Flood Control projects including Lower Mission Creek Reach 1A-1, Reach 2B-1, Reach 1B, Reach 2A, 2B-2 and Reach 3, Montecito Creek Fish Passage, North Avenue Storm Drain - West Phase, Maria Ygnacio Debris Basin, Cold Spring Debris Basin Expansion, East Side Storm Drain Outlet, and Randall Road Debris Basin Projects. She will be performing the Project Manager and Resident Engineer role on the project.

Tyler Beets, Senior Construction Inspector: Mr. Beets has an extensive background in public works construction including grading, water and sewer pipelines, underground utilities, drainage, structures,



roads, and pavement maintenance. Previously employed with Allen Construction, Tyler served as the operations and production manager, project manager and estimator during his tenure. Tyler's depth of hands-on experience and breadth of knowledge through a range of projects and roles has developed an exceptional skill set in a Senior Construction Inspector. Tyler excels at understanding the construction work as well as the engineering details and design intent. He is as adept at resolving potential field conflicts as he is at communicating with designers or Agency staff. His recent projects with Filippin Engineering in the inspection role have been the City of Carpinteria Cactus Lane and Parking Lot Reconstruction, 2020 Pavement Rehabilitation Project, City of Santa Barbara's Annual Watermain Replacement Project, and Montecito Sanitary District's Riven Rock Sewer main and Hot Springs Road sewer main projects.

Kevin Connors, PE, QSD, Principal Construction Manager (ALTERNATE STAFF): Mr. Connors is a registered engineer with over 34 years of experience in all aspects of project construction, including roles as Project Manager, Construction Manager, Resident Engineer, Structures Representative, Engineer of Record, and Project Environmental Coordinator on public works projects. Mr. Connors' extensive public works experience includes the design and construction of bridges, roadways, utilities, parks, airports, and environmental mitigation. He is currently representing the City of Santa Barbara as the RE on the Las Positas Bike Path project. Other project management and resident engineer experience includes the Bath Street Bridge replacement, Los Carneros and Tecolotito Creek Realignment project, Los Carneros Roundabout, and SR-23 Soundwalls at Tierra Rejada Interchange. Kevin's experience includes successful coordination with many different public and private entities including the Federal Aviation Administration, Army Corp of Engineers, California Department of Fish and Wildlife, Utility Companies, Native American Monitors, Archeologist, Biologist, UPRR, and Caltrans.

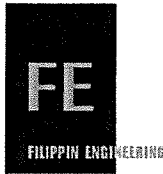
Dustin Snider, Senior Construction Inspector (ALTERNATE STAFF): Mr. Snider has 15 years of experience in Construction, Special Inspection, and Materials Testing in a variety of project settings. Dustin is knowledgeable in all areas of public project construction including underground utilities, roadway and bridge construction, paving and resurfacing, reinforced concrete and masonry, grading, backfill and earth work. He has been formally trained and certified in a variety of Deputy Inspection and Special Inspection roles, and currently holds certificates as an ICC Reinforced Concrete/Structural Masonry inspector, ACI Concrete Testing Technician, and Caltrans Testing Methods. Dustin's vast project experience includes inspection of pipeline projects, structural concrete, geotechnical anchors, large grading operations, soldier pile walls, sub drain installations, drilled pier foundations, roadway, and bridge construction. His depth of experience, excellent verbal and written communication, QA/QC implementation, and strong interpretation of project plans and specifications make Dustin an effective and integral addition to the FE team.

Full resumes for our staff are available upon request.

PROJECT APPROACH

Pre-Construction Services:

We propose the following tasks may be required to be performed prior to the construction phase:



- **Pre-Construction Conference** – Coordinate and chair the Pre-construction Conference. Schedule meeting and provide notices to project participants prior to the start of any field activities. Prepare and distribute minutes of the conference. These services are included under the previously executed task order, but are performed preconstruction.
- **Document Control** – Establish document control procedures and Construction Management procedures to ensure organized, complete, and effective construction management and documentation at the onset and throughout the project duration.
- **Submittal Review and Coordination prior to Construction** – The Contractor is expected to submit a number of submittals prior to the start of construction to be able to start the project. Prior to construction, we will coordinate with the Contractor and the County to review these submittals and set an appropriate baseline schedule to issue the NTP.

Construction Phase Services:

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

- **On-Site Management & Construction Phase Communication** - Establish and implement coordination and communication procedures among Flood Control, other permitting agencies, property owners, Filippin Engineering, and Contractors.
- **Construction Administration Procedures** – On all projects administered by Filippin Engineering, we use the Caltrans Local Assistance Procedures Manual as a basis for construction document control, modifying as necessary for any agency or funding-specific requirements. We will utilize the Construction Management procedures for reviewing and processing request for clarifications and interpretations of the Contract Documents; shop drawings, samples and other submittals; contract schedule adjustments; change order proposals; written proposals for substitutions; payment applications; and the maintenance of logs. As Flood Control's representative at the construction site Filippin Engineering shall be the party to whom all such information shall be submitted.
- **Review of Requests for Information, Shop Drawings, & Other Submittals** - Review the Contractors' requests for information, shop drawings, samples and other submittals to determine the anticipated effect on compliance with the Project requirements, the Project and Construction Budget, and the Baseline Schedule. Forward to the County as appropriate for review of the request for clarification or interpretation, shop drawing, sample, or other submittals, along with Filippin Engineering's comments. Filippin Engineering comments shall not relate to design considerations, but rather to matters of constructability, cost, sequencing, scheduling, and time of construction. Return all information received from the County in a timely manner to the Contractor.
- **Change Order Management** - The FE Team approach in managing change orders involves the Construction Manager/Inspector constantly communicating with the Contractor to ensure that project issues are surfaced and addressed in a timely manner. If an issue does arise where the Contractor feels it is out of the contract requirements, the Construction Manager/Inspector will assess the concern promptly and coordinate with the Contractor and County Project Manager to evaluate the Notice of Potential Claim (NOPC). The FE Construction Manager will assist the



County Project Manager through the formal processing of any NOPCs on the project. The FE Team approach is to continually work to resolve any project claims prior to completion of the contract in an effort to avoid arbitration or litigation at the end of the project.

- **Claims Assistance** - The FE Team will strive to resolve all NOPCs in a timely manner and avoid the claims resolution process. However, in the event that the FE Team and the Contractor cannot agree to resolve a potential claim, the FE Team will assist the County in resolving that claim. This task will include researching the project records to obtain any pertinent information and analyzing and summarizing the facts in a claim summary report that includes a recommended course of action for the County. If, after review of the claim summary report, the County and the Contractor still cannot come to a settlement, the FE Team will assist the County in developing a strategy that could involve resolving the claim by way of negotiation, a dispute resolution board, arbitration, or litigation on a time and materials basis.
- **Jobsite Progress Meetings** – Conduct weekly progress meetings to review progress and quality, notify the attendees of any contractor deficiencies, determine availability of labor, material, and equipment for upcoming work, coordinate utility outages and site disruptions, and address coordination matters. Additional special meetings may be required to address special issues and conditions and to address special coordination conditions. FE will chair these meetings, conduct each meeting according to published agenda, and have minutes prepared and promptly distributed. Minutes will detail action items, the discussions that ensued, and announce the time and date of the next meeting.
- **Contractor's Construction Schedule** - Filippin Engineering shall review each Contractor's Construction Schedule and shall verify that the schedule is prepared in accordance with the requirements of the Contract Documents and that it establishes completion dates that comply with the requirements of the approved Baseline Schedule. In addition, we will track conformance with the project schedule, requiring submission of a make-up schedule if necessary to keep the project on track for completion within the time deadlines.
- **Progress Payments** - Filippin Engineering shall review the payment applications submitted by each Contractor and determine whether the amount requested reflects the progress of the Contractor's work. Filippin Engineering shall make appropriate adjustments to each payment application and shall prepare and forward to Flood Control a Progress Payment Report. The Report shall state the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the current period.
- **Photographs** - Provide photographic documentation of project site prior to, during, and after construction. For this assignment, we will utilize our drone and associated software to provide comparison flights of the site from the same vantage point throughout construction.
- **Reports** - Prepare weekly statements of working days and daily observation reports, and other reports related to field services requested by County staff.
- **Field Observation** - Provide full-time detailed field observation services to verify compliance and conformance with the contract documents. Daily construction reports will be completed.
- **Traffic Control and Public Safety** – Coordinate with County of Santa Barbara for review of traffic control and public safety plans. Monitor throughout construction for compliance with the approved plans and safety laws and regulations. Review all detour, lane closures, temporary access, signing, delineation and traffic control as necessary. Report deficiencies to Contractor.



- **Public Relations** – Perform public relations and outreach as necessary to the surrounding community. We are sensitive to the need to be good neighbors, being proactive, responsive, and informative.
- **Coordination** – Perform coordination between the Flood Control, permitting agencies, property owners, materials testing laboratory, surveyor (assumed to be Flood Control staff currently), and other stakeholders or agencies as necessary throughout the project. On this project, coordination will be most especially important during the Engineer's direction to the Contractor on gradation and placement of proposed materials. Our field personnel will watch this coordination closely and involve County staff as necessary to try and catch any potential issues between the Engineer's direction and the Contractor's anticipated operations as quickly and efficiently as possible. Coordination with the Project Environmental Coordinator will also be important for compliance with permitting and establishment of restoration areas.
- **Labor Compliance** – The Office Engineer will perform labor compliance checks as recommended by the Caltrans Construction Manual and the Caltrans Local Assistance Procedures Manual, including labor compliance interviews for the prime contractor and subcontractors, review of certified payrolls, and notifications of any observed labor non-compliances so that sanctions can be imposed per County (and/or Caltrans, per standard specifications as applicable) policy.
- **Materials Testing** – Perform materials testing services as outlined in the attached proposal from NV5, and as necessary. The Resident Engineer will establish a project QAP based on Caltrans recommend testing frequencies, and will coordinate with the materials testing lab to provide appropriate testing based on the work being performed.


Close-out Services:

We anticipate the need for the following services during the construction close-out phase:

- **Reports** - Prepare reports that may be required during the final acceptance and project closeout.
- **Final Inspection and Punch list** - Provide final inspection and prepare list of project construction deficiencies for resolution by Contractor.
- **Construction Approval/Acceptance** - Make recommendations to Flood Control regarding final project approval and acceptance.
- **Final Payment** - Make recommendations regarding Contractor's final progress payment request. Prepare final progress payment report for submission to the Flood Control.
- **Project Closeout** - Prepare documentation needed for project closeout. Deliver all project documentation to Flood Control.

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

Thank you,


Kelly R. Wheeler, P.E.



February 1, 2022

Filippin Engineering, Inc.
354-D S. Fairview Ave.
Goleta, Ca. 93117

Proposal No: 2022.06.00040

ATTENTION: Kelly Wheeler P.E.

email: kelly@fecivil.com

SUBJECT: Proposed Scope for Construction Materials Testing Services, Romero Debris Basin Improvements Project Project, Santa Barbara County, CA


NV5 is pleased to submit this proposed scope of materials testing services for the referenced project. Our estimated costs were submitted under separate cover.

Propopsed Scope of Services

- ¹ In Place Density Testing. NV5 will provide a senior technician to perform in place density testing testing of subgrade and structural backfill materials.
- ² Portland Cement Concrete (PCC) Sampling and batch Plant Inspection. NV5 will provide a ACI certified Technixcian to perform PCC sampling and Batch Plant Inspection Services.
- ³ Laboratory Testing. NV5 will perform laboratory testing of construction materials in support of the
- ⁴ Project Coordination, Submittal Review, Meeting Attendance and Report Preperation.

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

Respectfully Submitted,
NV5 West, Inc.



Scott Moors, CEG 1901
Vice President

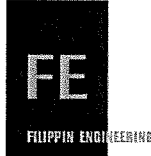


Ed Sullivan
Construction Services Manager

EXHIBIT B
PAYMENT ARRANGEMENTS
Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not to exceed **\$315,804**.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement at the same rate per unit as defined in **Attachment B1**. The total amount of this contingency fund is 10% of the agreement amount or **\$31,580.40**.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- D. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- F. CONTRACTOR shall comply with the California Labor Code, including but not limited to the payment of prevailing wage when required. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at the office of the Santa Barbara County Flood Control & Water Conservation District, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101. Copies of these general prevailing wage rates shall be made available to any interested party on request. Changes, if any to the general prevailing wage rates will be available at the same location. The prevailing wage rates are also available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/pwd>.

ATTACHMENT B1



February 11, 2022

Santa Barbara County Flood Control & Water Conservation District
130 E. Victoria Street #200
Santa Barbara, CA 93101
Attn: Mr. Jon Frye, P.E.

SUBJECT: PROPOSED FEE FOR CONSTRUCTION MANAGEMENT, INSPECTION, AND MATERIALS TESTING SERVICES FOR the Romero Creek Debris Basin Improvements Project – FEE PROPOSAL

Dear Mr. Frye:

Thank you for the opportunity to submit our proposal to perform construction management, inspection, and materials testing services (CMIT) for the Romero Creek Debris Basin Improvements Project for the Santa Barbara County Flood Control and Water Conservation District (Flood Control). Project understanding, staffing, and approach are detailed in the separate proposal document, and our proposed fee and method of payment is included below.

PROPOSED FEE AND METHOD OF PAYMENT

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

We have estimated our Construction Phase services based on the following:

- We have estimated the construction duration at **120 working days**. We anticipate this to be starting May 2022.
- One full time inspector for the duration of the project. FE complies with all prevailing wage requirements for this assignment for inspector time.
- A part-time construction manager for the project.
- An office engineer to perform the labor compliance monitoring and water pollution control documentation compliance. We have estimated this effort at an average of 4 hours per week.
- We have not budgeted additional fees for working extended hours, holidays, or weekends. Should extended hours be required, overtime rates (1.3 times the normal billing rate) will apply.

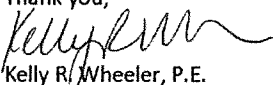
Our proposed services will be performed on a time and materials not to exceed basis and will be billed monthly at the rates shown in the table below. Charges for "time" include professional, technical and clerical support services provided by Filippin Engineering. "Materials" include all reimbursable expenses, such as photocopies, FAX transmissions, postage, shipping/delivery, mileage, plots, prints, maps/documents and outside consultant fees.



Based on our understanding of your requirements and our experience with similar projects, we estimate that the fee required for our services will be approximately **\$315,804**. The following tables illustrates the breakdown of our fee per task and phase.

Task	Principal Construction Manager	Senior Construction Inspector	Labor Compliance/Office Engineer	Estimated Fee
	\$200	\$150	\$110	
Pre-Construction Phase	40	40	40	\$18,400
Construction Phase	480	960	96	\$250,560
Post-Construction Phase	40	40	40	\$18,400
Materials Testing				\$28,444
TOTAL	560	1040	176	\$315,804

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

Thank you,

 Kelly R. Wheeler, P.E.



**EXHIBIT A
FILIPPIN ENGINEERING, INC.
BILLING RATES EFFECTIVE JANUARY 1, 2021 to JUNE 30, 2022**

Engineering

Engineering Technician	\$ 110.00
Senior Engineering Technician	\$ 120.00
Junior Engineer	\$ 150.00
Assistant Engineer	\$ 170.00
Associate Engineer	\$ 180.00
Senior Engineer	\$ 190.00
Principal Engineer	\$ 205.00

General

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

Construction Management

Assistant Construction Manager	\$ 160.00
Associate Construction Manager	\$ 165.00
Senior Construction Manager	\$ 190.00
Principal Construction Manager	\$ 200.00
Senior Construction Inspector (PW)	\$ 150.00
Chief Inspector/Owner's Rep (PW)	\$ 155.00
(PW) Prevailing Wage	

Sub-Consultant	Cost + 15%
Reimbursable Expenses	Cost + 15%
Outside Consultant	Cost + 15%

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

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

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



February 1, 2022

Filippin Engineering, Inc.
 354-D S. Fairview Ave.
 Goleta, Ca. 93117

Proposal No: 2022.06.00040

ATTENTION: Kelly Wheeler P.E.

email: kelly@fecivil.com

SUBJECT: **Proposal for Construction Materials Testing Services, Romero Debris Basin Improvements Project Project, Santa Barbara County, CA**

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

Scope of Work and Cost Estimate

Task 1 - Construction Materials Testing

In-Place Density Testing

	Rate		Units	Total
Sr. Soils Technician	\$ 114.00	hr	60	\$ 6,840.00
Sr. Soils Technician (OT & Saturdays)	\$ 171.00	hr	2	\$ 342.00
Nuclear Gauge	\$ 35.00	day	7	\$ 245.00
Vehicle-Field Truck	\$ 55.00	day	7	\$ 385.00
Mileage/Trip Charge	\$ 65.00	day	7	\$ 455.00

Portland Cement Concrete (PCC) Sampling and Batch Plant Inspection

Sr. Soils Technician	\$ 114.00	hr	40	\$ 4,560.00
Sr. Soils Technician (OT & Saturdays)	\$ 171.00	hr	2	\$ 342.00
Nuclear Gauge	\$ 35.00	day	5	\$ 175.00
Vehicle-Field Truck	\$ 55.00	day	5	\$ 275.00
Mileage/Trip Charge	\$ 65.00	day	5	\$ 325.00

Laboratory Testing

4" ASTM D1557 Modified Proctor	\$ 215.00	ea	4	\$ 860.00
6" ASTM D1557 Modified Proctor	\$ 315.00	ea	4	\$ 1,260.00
Sieve Analysis	\$ 115.00	ea	8	\$ 920.00
Sand Equivalent	\$ 115.00	ea	8	\$ 920.00
Absorbion-Apparent Specific Gravity-CTM 206	\$ 125.00	ea	4	\$ 500.00
Durability Index-CTM 229	\$ 265.00	ea	4	\$ 1,060.00
Concrete Compression 4x8 Cylinder	\$ 25.00	ea	10	\$ 250.00
Concrete Compression 4x8 Cylinder Pick Up	\$ 14.00	ea	10	\$ 140.00

Task 2 - Project Coordination, Submittal Review, Meeting Attendance and Report Prep

Principal Engineer/Geologist/Consultant	\$ 195.00	hr	4	\$ 780.00
Construction Services Manager/Sr. Engineer	\$ 170.00	hr	20	\$ 3,400.00
Prevailing Wage Admin.	\$ 70.00	hr	10	\$ 700.00

Time & Materials Fee Estimate: \$ 24,734.00

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


NV5 Proposal - Filippin COSB Flood Control Romero Creek Debris Basin Improvements Project February 1, 2022

Assumptions:

- 1 Field time will be billed on a portal to portal basis from our Ventura office. Travel time for this project is estimated at 1 hour each way.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Charges will be billed on a time-and-materials basis in accordance with the rates presented in our fee estimate. Additional services not specifically included in this proposal will be billed on a time-and-materials basis in accordance with our current 2021 NV5 Fee Schedule.
- 3 Our services will be provided on an on-call basis at the direction of the Filippin Engineering. Since NV5 does not control the contractor's schedule, cost estimates given prior to the beginning of construction are made in good faith based on our experience with similar projects. Our estimates may not coincide with the actual construction duration or contractors productivity, nor reflect the final scope of our work. Filippin Engineering staff will have control over the frequency of our site visits and testing, and ultimately the fee for our services.
- 4 Inspection and testing callouts will be 4 or 8 hour minimum daily charges.
- 5 Prevailing Wage requirements are applicable to this Project

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

Respectfully Submitted,
NV5 West, Inc.



Scott Moors, CEG 1901
Vice President



Ed Sullivan
Construction Services Manager

Attachment: 2021 Fee Schedule

NV5

CONSTRUCTION QUALITY ASSURANCE - INFRASTRUCTURE - ENERGY - PROGRAM MANAGEMENT - ENVIRONMENTAL



NV5 WEST, Inc.

1866 Palma Drive, Suite A, Ventura, CA 93003 | 805.656.6074 | www.NV5.com
 CONSTRUCTION QUALITY ASSURANCE + INFRASTRUCTURE + ENERGY + PROGRAM MANAGEMENT + ENVIRONMENTAL

2021 GEOTECHNICAL / MATERIAL TESTING FEE SCHEDULE

GENERAL TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

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

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

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

II. MATERIALS AND EQUIPMENT

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

NV5 is certified or approved by:





NV5 WEST, INC.
2021 FEE SCHEDULE

III. LAB TESTS: AGGREGATE, SOIL, & STONE

A Soils - Geotechnical	
1. Atterberg Limits (LL and PL) – ASTM D4318, CTM 204 ^B	\$ 195
2. Consolidation (up to 9 Load/Rebound Pts) – ASTM D2435 ^E	\$ 340
3. Collapse – ASTM D4546 ^B	\$ 165
4. additional Load Increment (Consol./Collapse) – per pt.	\$ 65
5. Direct Shear, remolded sample – ASTM D3080 ^D	\$ 300
6. Direct Shear, undisturbed (ring) sample – ASTM D3080 ^D	\$ 250
7. Expansion Index – ASTM D4829 ^B	\$ 195
8. Moisture & Dry Density (ring samples) ^A	\$ 22
9. Permeability, Constant Head – remolded - ASTM D2434, CT 220 ^D	\$ 445
10. pH (soil) – ASTM D4972 ^C	\$ 35
11. Resistivity – ASTM G57 ^C	\$ 60
12. Resistivity (Minimum) – CTM 643 ^C	\$ 155
13. Soil Classification – ASTM D2488 – Visual-Manual ^A	\$ 45
14. Soluble Chloride (soils) ^C	\$ 80
15. Soluble Sulfate (soils) ^C	\$ 80
16. Unconfined compression on prepared specimens	\$ 140
B Particle Size Analysis	
1. Sand equivalent (ASTM D2419, CTM 217) ^A	\$ 115
2. Sieve #200 wash only (ASTM D1140, CTM 202) ^A	\$ 95
3. Sieve (coarse or fine only, no wash – ASTM C136, CTM 202) ^A	\$ 105
4. Sieve (coarse & fine w/ wash – ASTM C136, CTM 202) ^A	\$ 135
5. Hydrometer w/ Fine Sieve (ASTM D422, CTM 203) ^B	\$ 215
6. Hydrometer w/ Fine & Coarse Sieve (ASTM D422, CTM 203) ^B	\$ 245
C Moisture Density Relationship	
1. Max. Density-Opt. Moisture (4 in. mold) – ASTM D1557, D698 ^A	\$ 215
2. Max. Density-Opt. Moisture (6 in. mold) – ASTM D1557, D698 ^A	\$ 265
3. Max. Density-Opt. Moist. w/ Rock Corr. – ASTM D1557, D4718 ^A	\$ 315
4. Maximum Density Checkpoint (4 in. mold) ^A	\$ 95
5. Caltrans Relative Compaction (Wet Density) – CTM 216 ^A	\$ 285
D Aggregate, Soil & Rock	
1. Abrasion Resistance by LA Rattler – ASTM C131, CTM 211 ^B	\$ 215
2. Absorption, sand or gravel – ASTM C127, C128 ^B	\$ 60
3. California bearing ratio (CBR) with expansion – ASTM D1883 ^C	\$ 410
4. Clay lumps and friable particles, per primary size – ASTM C142 ^C	\$ 115
5. Cleaness Test – ASTM D4740, CTM 227 ^A	\$ 130
6. Crushed particles, per primary size ^C	\$ 165
7. Durability Index (\$120 per size fraction) – CTM 229 ^A	\$ 215
8. Flat & Elongated Particles (per bin size) – ASTM D4791 ^C	\$ 190
9. Lightweight pieces, per size fraction – ASTM C123 ^C	\$ 400
10. Moisture determination (aggregate samples) ^A	\$ 35
11. Mortar making properties of Sand ASTM C87 ^D	\$ 380
12. Organic Impurities – ASTM C40, CTM 213 ^B	\$ 95
13. Petrographic Analysis of Gravel – ASTM C295 (single grading) ^E	\$ 450
14. Petrographic Analysis of WC Sand – ASTM C295 (pre-graded) ^E	\$ 850
15. Potential Reactivity Test ASTM C289 Chemical Method ^D	\$ 495
16. Potential Reactivity ASTM C227 Mortar Bar Method (3 month) ^E	\$ 785
Each additional month	\$ 118
17. Potential Reactivity Test ASTM C1260 Rapid Method ^E	\$ 625
18. Potential Reactivity ASTM C1293 Mortar Bar w/ Pozz (12 month) ^E	\$ 1600
Extend to 24-months add (C1293 requires Sp. Grav. & Unit Weight)	\$ 800
19. Potential Reactivity Test ASTM C1567 Rapid-Cement Combo ^E	\$ 760
20. 'R' Value - ASTM D2844, CT 301 (Treated material by quote) ^B	\$ 315
21. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206) ^B	\$ 110
22. Specific gravity w/ absorption - fine (ASTM C128, CTM 207) ^B	\$ 130
23. Sulfate Soundness, 5 cycle test per primary size – ASTM C88 ^D	\$ 365
24. Thermal Resistivity of Soil (including 1 proctor curve)	\$ 1030
25. Uncompacted Void Content of Fine Aggregate – AASHTO T304 ^B	\$ 175
26. Unit weight – ASTM C29	\$ 72
E Soil-Cement / CTB Tests	
1. Lime Treatment: pH by Eades & Grim – ASTM D62676 ^B	\$ 345
2. Lime Treatment: Fabrication & Compaction (3) – ASTM D3551 ^B	\$ 425
3. Lime Treatment: Compressive Strength (ea) – ASTM D5102 ^B	\$ 105
4. Soil Cement – Moist.-Dens. - ASTM D558 – Lab Mixed ^B	\$ 395
5. Soil Cement – Moist.-Dens. - ASTM D558 – Field Mixed ^C	\$ 295
6. Soil Cement – Wet-Dry Durability – ASTM D559 ^E	\$ 940
7. Soil Cement – Freeze-Thaw Durability – ASTM D560 ^E	\$ 1100
8. Soil Cement – Mix, Compact & Cure Specimen – ASTM D1632 ^A	\$ 125
9. Soil Cement – Compressive Strength - ea sample – ASTM D1633 ^A	\$ 115
10. Cement Treated Base (CTB), compact & cure ^E	\$ 425
11. Cement Treated Base – Compression (ea)	\$ 105
12. Cement Treated Base – Stability (3)	\$ 525

F Rip Rap / Rock Slope Protection / Dimensional Stone Tests

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

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A Cement	
1. Grab sample (CCR Title 24) includes 1 year storage	\$ 75
2. Compression Test – High Strength Grout 2" cube – ASTM C109	\$ 60
B Concrete	
1. Concrete compression: 6x12 cylinder – ASTM C39 ^A	\$ 30
2. Concrete compression: 4x8 cylinder – ASTM C39 ^A	\$ 25
3. Concrete cylinder pickup: 6x12 (>25mi. radius of Lab add hourly pickup rate)	\$ 18
4. Concrete cylinder pickup: 4x8 (>25mi. radius of Lab add hourly pickup rate)	\$ 14
5. Concrete cylinder mold (w/ lid - spare)	\$ 10
6. Concrete core compression test – ASTM C42 ^C	\$ 75
7. Concrete Trial Batch (includes 6 compression tests)	\$ 845
8. Concrete Mix Design Review (excludes testing & revisions)	\$ 265
9. Concrete mix proportion revision	\$ 185
10. Density of concrete cylinder (unit weight) ^C	\$ 95
11. Drying shrinkage – ASTM C157 (set of 3, 5 ages) ^E	\$ 550
12. End preparation of cores, diamond sawing, per cut	\$ 22
13. Flexural beam pick-up (>25mi. radius of Lab add hourly pickup rate)	\$ 45
14. Flexural strength, 6"x6" beam – ASTM C78 & C293 ^A	\$ 85
15. Shotcrete/Gunite core compression test (not including coring)	\$ 55
16. Coring of Shotcrete/Gunite panel in laboratory, each core	\$ 65
17. Shotcrete/Gunite panel pick-up (>25mi. radius of Lab add hourly pickup rate)	\$ 80
18. Lab trial batch, not including specimen tests - ASTM C192	Per Quote
19. Lightweight, insulating concrete compress, 4 req. – ASTM C495	\$ 85
20. Lightweight insulating concrete – unit weight (oven dry)	\$ 105
21. Modulus of elasticity, 4"x8" cylinder – ASTM C469 ^D	\$ 265
22. Non-Shrink (Dry-Pack) Grout Compression – 2"x2"x2"	\$ 55
23. Petrographic Analysis - Hardened Concrete – ASTM C856 (per core) ^E	\$ 1035
24. Poisson's Ratio on 6"x12" cylinders – ASTM C469 ^D	Per Quote
25. Splitting tensile – ASTM C496 ^D	\$ 195
26. Thermal Resistivity – Concrete - FTB	\$ 1000
C Masonry	
1. Absorption - brick, 5 required – ASTM C67 ^D	\$ 75
2. Absorption - masonry unit, 3 required – ASTM C140 ^D	\$ 60
3. Compression, brick, 5 required – ASTM C67 ^D	\$ 50
4. Compression - masonry core ^C	\$ 55
5. Compression - masonry prisms 8"x8" – ASTM C1314 ^D	\$ 175
6. Compression - masonry unit, 3 required – ASTM C140 ^D	\$ 90
(requires absorption/unit weight tests for net area)	
7. Dimensions – masonry unit, 3 required ^D	\$ 55
8. Compression test, grout specimens	\$ 40
9. Compression test, mortar specimens	\$ 40
10. Diamond sawing of masonry specimens, if required (minimum)	\$ 30
11. Efflorescence	\$ 345
12. Linear shrinkage, masonry unit, set of 3 – ASTM C426 ^E	\$ 495
13. Masonry Unit Acceptance Tests – ASTM C140 ^D	\$ 625
(includes absorption, compression, dimensions, unit weight)	
14. Mortar Aggregate Ratio – ASTM C780 (A4) ^B	\$ 345
15. Modulus of rupture, brick, 5 required – ASTM C67 ^D	\$ 115
16. Moisture content - masonry unit (as received), 3 req'd – ASTM C140 ^D	\$ 50
17. Relative Mortar Strength - CTM 515 ^D	\$ 445
18. Sample Pickup – Grout, Mortar (per specimen)	\$ 30
19. Sample Pickup – Masonry Prism (per specimen)	\$ 80
20. Shear test on masonry core – CBC 2105A.4 ^B	\$ 115
21. Tensile test on masonry block	\$ 445
22. Unit weight, masonry unit, 3 required – ASTM C140 ^D	\$ 60
23. Veneer Shear Test – ASTM C482 ^D (5 required)	\$ 200
24. Visual Examination & Photo-Document Core – CBC 2105A.4 ^B	\$ 50



NV5 WEST, INC. 2021 FEE SCHEDULE

V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

A. General Testing

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

B. Reinforcing Steel

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

C. Structural Steel

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

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

D. High Strength Bolts

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

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

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

VII. ASPHALT & ASPHALTIC CONCRETE

A. Emulsions And Slurry Seals

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

B. Asphaltic Concrete, Aggregate And Mixes

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

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

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

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

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

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

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



EXHIBIT C
Indemnification and Insurance Requirements
(For Professional Contracts)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

B. Other Insurance Provisions

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

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

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

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

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

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

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**, 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:
Kelly Wheeler
C71C92D46F0B482...

Signature of Contractor's Authorized Official

Kelly Wheeler Vice President

Name and Title of Contractor's Authorized Official

3/2/2022 | 2:35 PM PST

Date