AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and NV5 West Inc. with an address at 1868 Palma Drive, Suite A, Ventura, CA 93003 (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

Philip Gaston at phone number 805-803-8776 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Scott Moors at phone number 805-656-6074 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party. The designated representative may also be referred to herein as the "Contract Administrator".

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: Philip Gaston, Public Works Transportation, 620 West Foster Rd. Santa Maria, CA, 93455
To CONTRACTOR: Scott Moors, NV5 West Inc., 1868 Palma Drive, Suite A, Ventura, CA 93003

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. PERFORMANCE PERIOD

A. This contract shall go into effect on March 10, 2020, contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY'S Contract Administrator. The contract shall end on July 31, 2020 unless extended by contract amendment or unless earlier terminated.

B. CONTRACTOR is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

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.

6. FEDERAL AND STATE PREVAILING WAGE RATES

A. CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

D. 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.

7. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowable cost(s) of individual items.

B. CONTRACTOR also agrees to comply with federal procedures in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super or Omni Circular)

C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under applicable Federal Regulations, are subject to repayment by CONTRACTOR to COUNTY.

D. All subcontracts shall contain the above provisions.

8. 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.

9. 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 manner consistent with the standards 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.

10. SUBCONTRACTING

A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to COUNTY for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR's obligation to pay its subcontractor(s) is an independent obligation from COUNTY'S obligation to make payments to the CONTRACTOR.

B. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

C. CONTRACTOR shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to CONTRACTOR by COUNTY.

D. Any subcontract entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subcontractors.

E. Any substitution of subcontractor(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subcontractor(s).

11. SUBCONTRACTORS

CONTRACTOR is authorized to subcontract with Earthspectives as identified in Exhibit A. CONTRACTOR shall be fully responsible for all services performed by its subcontractor. CONTRACTOR shall secure from its subcontractor all rights for COUNTY in this Agreement, including audit rights. CONTRACTOR shall ensure subcontractor's compliance with California Labor Code, including but not limited to the payment of prevailing wage when required.

12. EQUIPMENT PURCHASES

A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONTRACTOR services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONTRACTOR's Cost Proposal and exceeding $5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

Any equipment purchased as a result of this contract is subject to the following: "CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONTRACTOR may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY."

C. All subcontracts shall contain the above provisions.

13. DEBARMENT AND SUSPENSION

A. CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that CONTRACTOR has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

D. CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, which certifies that CONTRACTOR or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility for participation in any state or local government agency contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

14. 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.

15. CONFLICT OF INTEREST

A. CONTRACTOR shall disclose in writing any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.

B. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Section.

D. CONTRACTOR hereby certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

E. Except for subcontractor whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

D. CONTRACTOR hereby certifies that neither CONTRACTOR, its employees, nor any firm affiliated with CONTRACTOR providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

E. CONTRACTOR further certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR, will bid on any construction subcontracts included within the construction contract. Additionally, CONTRACTOR certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

F. Except for subcontractor whose services are limited to materials testing, no subcontractor who is providing service on this contract shall have provided services on the design of any project included within this contract.

16. 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.

17. 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.

18. 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.

19. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, subcontractors, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONTRACTOR and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts shall contain this provision.

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.

20. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY'S Deputy Director - Finance and Administration for Public Works.

B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this contract.

D. CONTRACTOR and subcontractor contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by COUNTY contract manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. CONTRACTOR Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

1) During a Caltrans' review of the ICR audit work papers created by the CONTRACTOR's independent CPA, Caltrans will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONTRACTOR at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines}is received and approved by the Department of Audits & Investigations. Provisional rates will be as follows:

   a) If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
   b) If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
   c) If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

2) If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (60 months to review the CONTRACTOR's and/or the independent CPA's revisions.

3) If the CONTRACTOR fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.

4) CONTRACTOR may submit to COUNTY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL GAENCY; and, (3) Caltrans has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between COUNTY and the CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

21. INDEMNIFICATION AND INSURANCE

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

22. NONDISCRIMINATION

A. 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.

B. STATEMENT OF COMPLIANCE:

1. CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

2. During the performance of this Contract, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

3. The CONTRACTOR shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal

assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

4. The CONTRACTOR, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

23. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONTRACTOR warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

24. PROHIBITION OF EXPENDING COUNTY, STATE OR FEDERAL FUNDS FOR LOBBYING

A. CONTRACTOR certifies to the best of his or her knowledge and belief that:

1. No state, federal or COUNTY appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or 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 federal 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; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. 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 Section 1352, Title 31, U.S. Code. 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.

C. CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

25. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency,

and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

26. PROCUREMENT OF RECOVERED MATERIALS

CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

27. 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.

28. NON-ASSIGNMENT

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

29. TERMINATION

A. COUNTY reserves the right to terminate this contract for convenience upon thirty (30) calendar days written notice to CONTRACTOR with the reasons for termination stated in the 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.

B. COUNTY may terminate this contract with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due to CONTRACTOR under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONTRACTOR under this contract and the balance, if any, shall be paid to CONTRACTOR upon demand.

C. 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.

D. The maximum amount for which the COUNTY shall be liable if this contract is terminated is $113,623.60 dollars.

E. 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. 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.

30. 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.

31. 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.

32. 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.

33. TIME IS OF THE ESSENCE

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

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

Agreement for Services Independent Contractor between the County of Santa Barbara and NV5 West, Incorporation.

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

CONTRACTOR:
NV5 West, Incorporated

By: _____
Authorized Representative

Name: _____

Title: _____

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Gregg Hart, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:
Public Works

By: _____
Scott D. McGolpin
Director of Public Works

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:
Ray Aromatorio
Risk Manager

By: _____

EXHIBIT A

STATEMENT OF WORK

NV5 West Inc. shall perform test quality assurance testing required for the US 101 at Clark Avenue safety improvement project in accordance with the attached proposal dated November 27, 2019. NV5 West Inc. and listed subcontractor shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

Suspension for Convenience. COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 30 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

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PROPOSAL for

MATERIAL TESTING SERVICES
US 101 AT CLARK AVENUE, NORTHBOUND INTERCHANGE IMPROVEMENT
Federal Aid Project No. HSIPL-5951(149), 4th Supervisorial District

November 27, 2019

Prepared For:

COUNTY OF SANTA BARBARA
Attention: Philip D. Gaston, PE
123 East Anapamu Street
Santa Barbara, CA 93101-2065

NV5 WEST, INC.
1868 Palma Drive, Suite A
Ventura, CA 93003
805.656.6074

PROPOSAL P2019.06.0248

COUNTY OF SANTA BARBARA
123 East Anapamu Street
Santa Barbara, CA 93101-2065

November 27, 2019

Proposal No. 2019.06.0248

Attention: Philip D. Gaston, PE

Via email: pgaston@cosbpw.net

SUBJECT: **Proposal for Material Testing Services**
US 101 at Clark Avenue, Northbound Interchange Improvement
Federal Aid Project No. HSIPL-5951(149), 4th Supervisorial District

NV5 West, Inc. is pleased to present this proposal for Materials Testing Services for Santa Barbara's upcoming, federally-funded, Northbound Interchange Improvement project at US 101 and Clark Avenue in Orcutt, California. This proposal is submitted in response to Santa Barbara's Request for Proposals received via email on November 8, 2019.

NV5 has a uniquely well-qualified team of experienced professionals and the supporting management systems to effectively provide whatever geotechnical and materials testing services the City may require. Our team brings unique qualifications to the City, including:

- **Large, experienced, local staff dedicated** to your project. Herein, we present our experienced project team who will be dedicated to the County's project.
- **Broad Geotechnical Experience and Extensive Local Expertise** with **Public Works Infrastructure** projects.
- One of the **Largest and Most Capable Testing Labs in California**; certified by Caltrans (IA), CCRL, AMRL, DSA, OSHPD, Army Corps of Engineers, and AASHTO (R-18).
- **Extensive Experience on Similar Federally-Funded Projects** with multiple similar bridge and interchange projects in the past 3 years.
- **Accountability**: Our close proximity, local staff, competitive fees, and effective quality systems ensure the County the most cost-effective quality assurance program.
- Extensive **Local Experience** combined with broad **National Expertise** including major **infrastructure projects for Santa Barbara County**.

The primary contact is Scott Moors, who can be reached at scott.moors@nv5.com.

NV5 appreciates this opportunity to present our qualifications and proposal and we are excited at the prospect of working with the City of Santa Clarita on your upcoming projects.

Respectfully Submitted,
NV5 West, Inc.

Scott Moors, PG, CEG, CHg
Vice President

Shaun Simon, PE, CEG, QSD
Engineering Manager

Carol Harrison
Client Service Manager

TABLE OF CONTENTS

INTRODUCTION

NV5 SUMMARY

NV5 is a nationally recognized consulting firm providing a diverse spectrum of engineering and quality assurance related services. Founded locally in 1959 as BTC Labs, NV5 has earned a reputation for delivering quality service at reasonable costs by successfully completing thousands of projects for private and public sector clients. NV5's diverse experience covers all facets of construction including public infrastructure, hospitals, military facilities, K-12 schools, colleges and universities, transportation, commercial, and high-rise construction.

In March 2010, BTC Labs joined the NV5, Inc. group of companies, becoming NV5 West, Inc. NV5 is a national consultancy operating five service-line "Verticals":

- **Construction Quality Assurance**
- **Infrastructure Engineering**
- **Energy Services**
- **Program Management**
- **Environmental Services**

NV5's Ventura offices specialize in design and construction services for public agencies, including:

- Geotechnical Design Investigations
- Environmental Consulting
- Construction Materials Testing
- Construction Inspection
- DSA/OSHPD Inspection
- Pavement Engineering & Evaluation

In addition to Geotechnical and Materials Testing, NV5's Ventura office provides comprehensive survey services, including:

- Construction Surveying
- Land Surveying & Land Management
- Aerial & Conventional Topographic Surveys
- High Definition Scanning, LiDAR, Ortho Photography
- Public Agency Map Checking & 3rd Party Support
- Easement & Right-of-Way Acquisition

NV5's Ventura *Geotechnical and Materials Laboratory* is recognized as one of the oldest and most sophisticated in California, certified by:

DSA | oshpd Office of Statewide Health Planning & Development | CCRL Cement and Concrete Reference Laboratory | AMRL AASHTO Materials Reference Lab | Caltrans | AAR AASHTO R18

COMPANY INFORMATION

- **Legal Name:** **NV5 West, Inc.** ***(founded locally as BTC Labs – 1959)***
  A subsidiary of NV5, Inc., incorporated: Delaware – Dec. 23, 2009
  DUNS # 962003054; DIR Registration # 1000008663
- **Local Office:** **1868 Palma Drive, Ste. A, Ventura, California 93003**
- **NV5 Headquarters:** **Hollywood , Fl**
- **Point of Contact:** **Scott Moors, PG, CEG, CHg – Vice President**
  Phone: 805.656.6074; Cell: 805.290.5194
  email: scott.moors@NV5.com
- **Employees:** **25 employees in Ventura**
  NV5: 500+ employees in California; 2,000+ employees nationwide
- **Insurance**

General Liability - Each Occurrence:	$ 1M	Automobile Liability:	$ 1M
General Aggregate:	$ 2M	Workers Compensation:	$ 1M
Professional Liability: Claim $ 5M,	Aggregate $10M	Umbrella Liability:	$ 5M

PROXIMITY TO SANTA BARBARA

NV5 has over 20 offices throughout California. Our fully-staffed Ventura office routinely covers Santa Barbara County and will provide staffing and management for virtually all NV5 services for the City. We are fully staffed, perfectly situated, and ready to respond immediately to all requests. Our Ventura office maintains one of the largest and most sophisticated materials laboratories in California. We have a professional staff of approximately 25 engineers, managers, inspectors, technicians and surveyors. In addition to our Ventura office, our Bakersfield, San Diego, Los Angeles, Irvine, and San Jose offices are poised to provide additional inspectors, technicians, survey crews, and technical-support staff if required.

NV5 SAFETY

NV5 maintains a comprehensive safety policy for all of our field, laboratory, travel, and office work practices. Our company Safety Manual and safety records are available for review upon request.

Our field staff are provisioned with company-provided personal protective equipment including mandatory hard hats, safety glasses, hearing protection and high-visibility safety vests. Safety harnesses, lanyards, air monitoring equipment, radiation monitoring badges and other equipment are provided as appropriate. NV5 conducts regular safety meetings for both field and laboratory personnel.

NV5 also provides periodic formal safety training courses including CFR Title 49 §170-189 Nuclear Gauge Radiation Safety, OSHA Confined Space Entry, OHSA Trench Safety, and Hazardous Waste Operations (HAZWOPER).

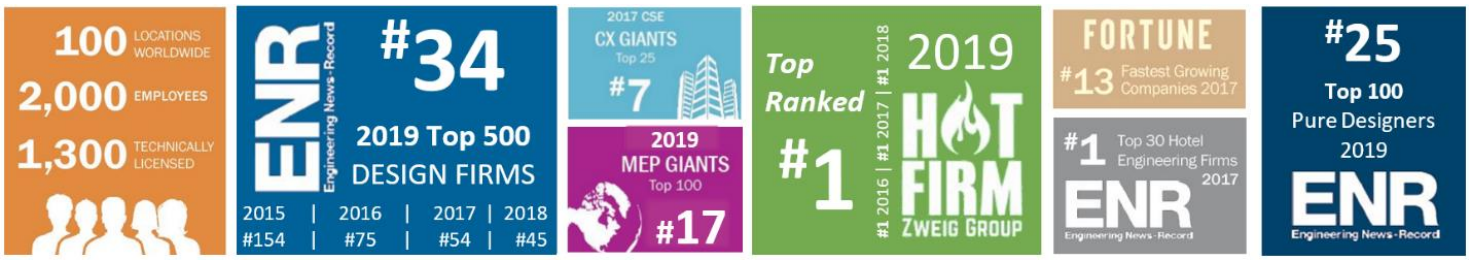
> *"The safety and health* of every employee is our highest priority. While NV5 deploys staff to potentially hazardous construction sites, management embraces the responsibility for providing a safe working environment and employees are expected and required to take responsibility for performing work in accordance with safe standards and practices. Success will only be achieved through teamwork and a universal commitment to promoting safety and taking every reasonable measure to assure safe working conditions."
>
> - *Scott Moors*
> *Vice President – NV5 West*
> *from NV5 Safety Manual*

KNOWLEDGE OF CONSTRUCTION PRACTICES FOR PUBLIC WORKS

NV5 West's primary business line is providing quality assurance services for public works construction projects. We work for State, regional, and local agencies on projects from freeways to water resources and from local roads to low-impact development. NV5 provides experienced public works inspectors, construction engineering support, special inspection services, and materials engineering and testing services for dozens of Public Works agencies throughout the State. Our broad and deep knowledge of public works procedures, best practices, building codes and standard specifications, combined with our local expertise, empowers NV5 as an invaluable resource for agencies managing routine or complex construction projects.

NV5 DASHBOARD

Selected recent rankings and accolades.



NV5 WEST SERVICES

GEOTECHNICAL CONSULTING

NV5's geotechnical engineers, geologists, and technicians provide technical design expertise and practical construction experience with practical solutions for challenging geotechnical site conditions. Our geotechnical services include:

- ✓ Geotechnical Investigations
- ✓ Analysis & Design
- ✓ Laboratory Testing
- ✓ Field Observation & Testing

With over sixty years' experience, offices nationwide, and 1000's of successfully completed projects, our geotechnical disciplines include:

- Engineering Geology
- Geotechnical Engineering
- Hydrogeology
- Foundation Studies
- Subsurface Exploration
- Geologic Mapping
- Groundwater Evaluation
- Landslides & Slope Stability
- Seismic Risk Assessment
- Fault Hazard Evaluation
- Liquefaction Hazard Eval.
- Deep Foundation Analysis
- Retaining Wall Analysis
- Grading Observation
- Pavement Design
- Forensic Evaluation
- Expert Witness Testimony
- 3rd-Party/ Municipal Review

CONSTRUCTION INSPECTION

NV5's deep bench of deputy and special inspectors provide comprehensive inspection from site work through building envelope. Inspectors operate under the technical supervision of our engineering manager and are trained to proactively resolve conflicts and work towards clean closure of building permits in the following disciplines:

- Reinforced Concrete
- Pre-Stressed/ PT Concrete
- Structural Masonry
- Shotcrete
- Structural Steel Welding
- High Strength Bolting
- Non-Destructive Testing
- Spray-Applied Fireproofing
- Plant Inspect – HMA/Conc
- Deep Foundations

Our inspectors are certified by:

- International Code Council (ICC)
- American Welding Soc (AWS)
- American Concrete Inst (ACI)
- Caltrans, NACE, ASNT
- CA Div of State Architect (DSA)
- Local Building Officials

CONSTRUCTION MATERIALS TESTING

Expert laboratory analysis is a vital component of virtually every service NV5 provides. Our laboratories are equipped & certified to test:

- Aggregates
- Asphaltic Concrete
- Soils
- Concrete
- Masonry
- Mortar / Grout
- Shotcrete
- Reinforcing Steel
- Structural Steel
- Steel & Paint Thickness
- Fireproofing
- Concrete Paving

As one of the most sophisticated materials laboratories in the nation, our engineers oversee specialty field and lab tests including:

- Superpave HMA
- Concrete Drying Shrinkage
- Concrete Petrography
- Floor Flatness F_F & F_L
- C33 Compliance Testing
- Floor Moisture Emission
- Alkali-Silica Reactivity
- Forensic Material Evaluation

The building code requires testing labs be certified and participate in proficiency sample programs. NV5's labs are inspected and accredited by:

DSA CCRL AMRL AASHTO OSHPD Caltrans

NON–DESTRUCTIVE TESTING

NV5 provides complete NDT Services supervised by our ASNT Level III Inspector and accepted by DSA and OSHPD. Our NDT procedures include:

- Ultrasonic Testing
- Dye-Penetrant
- Magnetic Particle
- Anchor Pull Testing
- Schmidt Hammer Surveys
- Ground Penetrating Radar

Pavement Consulting

NV5 maintains some of the foremost asphalt testing facilities in California. Our labs test and evaluate virtually any asphalt or roadway material and we are one of California's leaders in Superpave testing. All technicians are trained and Caltrans-certified to provide technically sound, defensible data you can rely upon. Our pavement engineers provide practical and cost-effective pavement rehab recommendations based upon decades of construction expertise.

- ***Pavement Evaluation and Rehab Recommendations***
- ***Public Works Inspection***
- ***Asphalt Batch Plant Inspection***
- ***Asphalt Lay Down Inspection***
- ***Superpave Testing: Gyratory & Hamburg***
- ***Fully-Equipped Pavement Coring Truck***
- ***Mobile Asphalt Laboratory***
- ***Forensic Pavement Evaluation***
- ***Asphalt Mix Design: Marshall, Hveem, Superpave***
- ***Asphalt Laboratory Testing, including:***
  - *Gyratory Compaction*
  - *Hamburg Wheel Tracker*
  - *Bulk Specific Gravity*
  - *Hveem Stability/R-Value*
  - *Surface Abrasion (CT 360)*
  - *Wet Track Abrasion*
  - *Solvent Extraction*
  - *Marshall Stability & Flow*

DSA / OSHPD Inspection

Building upon 50+ years of schoolhouse construction experience, NV5's DSA PIs and OSHPD IORs provide "*personal, continuous inspection of all work*" as required under Title 24A for the Building Code. NV5 has a seasoned team of DSA Class 1, 2, and 3 PIs and Class A and B OSHPD IORs with the training and experience to achieve clean closure of school and hospital construction under State building authority.

Public Works Inspection

NV5's seasoned construction inspectors are focused on 3 primary goals: building projects within budget, completing projects on schedule, and meeting specified quality standards. Our inspectors bring practical construction experience combined with NV5's breadth of engineering expertise to benefit your infrastructure projects. With unparalleled Caltrans and pavement rehabilitation expertise, we add invaluable knowhow as an extension of your inspection staff.

- ***Greenbook (SSPWC)***
- ***Calif. Building Code***
- ***Caltrans Standard Plans & Specifications***
- ***Caltrans Local Assistance Procedure Manual***
- ***Caltrans Construction Manual***
- ***CalOSHA Construction Safety Orders***
- ***APWA Work Area Traffic Control Hankbook (WATCH)***

Roofing & Waterproofing

Alleged roof-related construction defects are one of the most litigated areas of construction disputes. NV5's engineering and Registered Roofing Consultants, in conjunction with our experienced roofing and waterproofing inspectors, can be a key asset for new construction projects or forensic studies. Our consulting services include:

- ***Roof condition surveys and reports***
- ***Remaining service life estimates***
- ***Budget estimates for maintenance/replacement***
- ***Leak investigations***
- ***Construction Quality Assurance monitoring***
- ***Forensic services and expert witness testimony***

EXPERIENCE NARRATIVE

PROJECT EXPERIENCE

NV5 specializes in inspection and testing services for infrastructure improvement projects for Caltrans and local agencies and we've successfully completed thousands of projects throughout California. Listed below is a summary of recent bridge projects NV5 has successfully completed, followed by selected detailed project examples.

RECENT BRIDGE PROJECT EXPERIENCE DASHBOARD

Project Name*	Year	Construct Value	Geotech	Material Testing	Inspection
Ashley Road Bridge – County of Santa Barbara	**2019**	**$ 1.7 M**		X	
Montecito Street Bridge Replacement, City of Santa Barbara	2018-9	$ 5.2 M		X	
Goleta Beach Bridge Replacement – County of Santa Barbara	2016	$4.9M		X	
Mitchell Rd / SR99 Interchange (6 bridges), Ceres	2016-9	$ 40 M	X		
Beltway Operational Improvement (4 bridges), Bakersfield	2016+	$105M		X	X
Morning Drive Interchange @ SR178, Bakersfield	2013-15	$ 26 M		X	X
Westside Pkwy Bridge@ Kern River (2 bridges), Bakersfield	2011-14	$ 24 M		X	X
Morning Drive Interchange @ SR178, Bakersfield	2013-15	$ 26 M		X	X
Woollomes Rd Interchange @ SR 99,	2012-13	$ 4.4 M		X	
Renfro Rd Bridge @ Westside Parkway, Bakersfield	2014	$ 2.4 M		X	X
Santa Barbara Bridge Preventive Maint., Santa Barbara	2013	$ 0.3 M		X	
Golden Vly/Soledad Cyn Rd Interchange, Santa Clarita	2009	$ 13 M		X	X
Mason Street Bridge, Bakersfield	2015	$ 1.7 M		X	X
Carroll Canyon Bridge @ I-805, San Diego	2010	$ 69 M	X		
Hill Canyon Rd Footbridge, Thousand Oaks	2012	$ 0.6 M	X	X	X
South Mountain Rd Bridge @ Santa Clara River, Ventura County	2010	$ 1.6 M	X	X	
Golden Valley Rd - Cross Town Connect, Santa Clarita	2011	$ 40 M		X	
Sierra Highway Railroad Bridge, Santa Clarita	2010	$ 7.5 M		X	X
Telegraph Rd Bridge Relocation, Ventura County	2011	$ 1.6 M		X	

** Bridges crossing water/river in **BOLD**.*

Project: **Cold Springs Creek Emergency Pipeline Repair**

Client: Southern California Gas Company (Sempra Energy)

Location: Cold Springs Creek at E. Mountain Rd, Montecito, Santa Barbara County

Services: Geotechnical Investigation, Geophysical (Resistivity) Survey, Emergency Response, Scour Analysis, Civil Design

NV5's Staff: Project Manager: Scott Moors, CEG; Engineer: Shaun Simon, PE; Field Staff: Eric Clark, Jim Sun; Spectrum Geophysics

Contact: Karineh Gregorian, So Cal Gas (Sempra) 805.739.8776, KGregorian@semprautilities.com

NV5 provided emergency response geotechnical and civil design services after storm scour exposed portions of the L1005 high-pressure gas pipeline in Cold Springs Creek. NV5 provided emergency response site consultation, field exploration and sampling, geophysical (resistivity) survey, aerial LIDAR drone survey, and civil design for pipeline relocation (deepening).

Project:	**Montecito Street Bridge Replacement**
Client:	City of Santa Barbara, Dept. of Public Works (Federal Funded)
Location:	Montecito Street at Yanonali St., Santa Barbara, CA
Services:	Pile Inspection, Construction Materials Testing, Batch Plant Inspection, Source Inspection, Gamma-Gamma & Cross-hole Sonic Testing
NV5's Staff:	Project Manager: Scott Moors, CEG; Engineer: Shaun Simon, PE; Field Staff: Joe Aspuria, Matt Habberfield, Ken Cleveland, Eric Clark, Jeff Betus, Jim Sun
Contact:	Ken Young, PE, 805-560-7568, KYoung@SantaBarbaraCA.gov

NV5 provided material sampling, and field and laboratory materials testing services including trial batch sampling & testing, batch plant inspection, pile observation/inspection, welding inspection, source inspection (fusion welded hoops, mechanical couplers). NV5 provided acceptance testing in conformance with the City's QAP using Caltrans-certified technicians and testing in our Caltrans-certified laboratory.

Project:	**Goleta Beach Bridge Replacement (Bridge No. 51C-0158)**
Client:	County of Santa Barbara, Dept. of Public Works
Location:	Goleta Beach, Santa Barbara County
Services:	Pile Inspection, Construction Materials Testing, Batch Plant & Source Inspection
NV5's Staff:	Project Manager: Scott Moors, CEG; Engineer: Shaun Simon, PE; Field Staff: Joe Aspuria, Matt Habberfield, Geoff Faneros, Ken Cleveland, Chet Smith
Contact:	Philip D. Gaston, PE, 805-739-8776, pgaston@cosbpw.net
Comments:	Federally Funded, Santa Barbara QAP

NV5 provided material sampling, and field and laboratory materials testing services including trial batch sampling & testing, batch plant inspection, pile observation/inspection, welding inspection, source inspection (fusion welded hoops, mechanical couplers). NV5 provided acceptance testing in conformance with the County's QAP using Caltrans-certified technicians and testing in our Caltrans-certified laboratory.

Project:	**Ashley Road Bridge 51c-043 Replacement (FEMA Funded)**
Client:	County of Santa Barbara
Location:	Ashley Rd at Cold Springs Creek, Montecito, CA
NV5 Staff:	Project Manager: Scott Moors / Shaun Simon; Field Staff: Matt Habberfield, Jeff Betus, Eric Clark, Joe Aspuria
Contact:	Philip Gaston, PE, (805) - 803 – 8776, pgaston@cosbpw.net

This project replaces one of the several bridges wipes out in the devastating January 2018 debris flows. Project work includes earthwork, CIDH piles, concrete sampling, mechanical rebar coupler testing, and various other tasks. The construction cost is estimated at $1.7M.

STAFF QUALIFICATIONS

QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

Key Personnel: Our experienced project team is presented in our **Project Organization Chart** and **Staff Qualification Matrix**. Below we present our key project team members with synopses of our proposed Project Principal, Engineering Manager, and Key Inspectors and Technicians. Detailed **Resumes** are also included.

NV5 has one of the largest staffs of inspectors and engineering technicians in the nation, ranked in 2019 by ENR as the #34 engineering firm in the nation with over 2000 staff nationwide and over 550 in California.

- **Scott Moors**, PG, CEG, CHg, is NV5's ***Vice President*** and will be the ***Project Manager*** for the Santa Barbara's Clark Avenue Interchange Improvement project. Mr. Moors is an experienced expert in geotechnical consulting, pavement engineering, concrete materials, construction inspection and testing, and asphalt pavement with 30+ years' experience in California. Mr. Moors has been the Project Manager for hundreds of similar contracts including dozens for Santa Barbara County. Mr. Moors has managed over 300 Federally-funded Materials Testing and Inspection projects. Scott has managed NV5 Ventura for over 13 years.

- **Shaun Simon,** PE, QSD, QSP, is our ***Engineering Manager*** and ***Stormwater Inspector*** with over 18 years of directly-related professional experience. Shaun provides engineering management and technical support on geotechnical and materials testing projects and oversees our testing laboratory. Shaun has overseen testing on hundreds of similar projects. Shaun will provide As—Needed Stormwater inspections. Shaun has been with NV5 for 6 years.

- **Bruce Smith,** PE, GE is our ***Senior Geotechnical Engineer*** with over 35 years of directly-related professional experience. Bruce has both the practical wisdom and local expertise to effectively serve Santa Barbara's materials testing needs.

- **Professional Staff:** NV5 has a complete local staff of certified engineering geologists (3), geotechnical engineers (2), civil engineers (3), and certified hydrogeologists (1) to meet any District need, combined with our expansive nationwide staff of almost 2,000 professionals providing unparalleled professional resources for the County of Santa Barbara.

- **Field Inspectors & Technicians:** NV5 has a large staff of highly experienced field and laboratory inspectors and technicians. Matt Habberfield will be our lead inspector. Matt has recently worked on the similar Goleta Beach Bridge Replacement for the County, is an ICC Prestressed Concrete Inspector and Reinforced Concrete Inspector, and experienced soils and asphalt inspector/technician. He has a reputation for high quality work while maintaining positive working relationships with sometimes difficult contractors. Matt is organized, conscientious, and energetic and will proactively work to ensure a well-coordinated and successful project for the County. Key **additional Caltrans-certified** staff identified and available for the project include:

  - ✓ ***Matt Habberfield -*** *16 yrs exp. (Caltrans) LEAD INSP.*
  - ✓ ***Eric Clark, EIT –*** *2 yrs exp.(Caltrans)*
  - ✓ ***Jeff Betus –*** *ACI, Caltrans - 17 yrs exp.(Caltrans)*
  - ✓ ***Edward (Kenny) Cleveland –*** *29 yrs exp*
  - ✓ ***Lionel Cantu*** *– 6 yrs exp, Caltrans, ACI*
  - ✓ ***Joe Aspuria – 20*** *yrs exp. (Caltrans)*

- **Special Inspectors:** In addition to our management and professional staff, NV5 presents a large staff of special inspectors, licensed by ICC, AWS, and ASNT in concrete, masonry, welding, bolting, fireproofing, non-destructive testing and other disciplines.

  In addition to the *key staff* identified above, NV5 has approximately 2 dozen additional local inspectors and technicians as identified on the following Organization Chart and Qualifications Matrix.

Project Manager / Vice President
Scott Moors, PG, CEG, CHg

Client Service Mgr
Carol Harrison

Engineering Manager
Shaun Simon, PE, CEG

Laboratory Manager
Shaun Simon, PE

Laboratory Technicians
Joe Aspuria
Jesse Williams
Jeff Betus
Paul Harting

Pickup Driver

Inspection Division Supervisor
Bruce Sanders, DSA Class 1

Project Inspectors
Bruce Sanders
Scott Hunt
Paul Vernier
Lynn Breedlove
Tim Hoyt

Concrete/Masonry Inspectors
Matt Habberfield
Jesse Williams
Brent Jablonowski
Kenny Cleveland
Joe Jimenez
~ 6 Inspectors

Roofing/Waterproofing Inspectors
Douglas S. O'Brien
Kenny Cleveland
Matt Habberfield
Eric Clark

Welding Inspectors
Lewis Teixeira
Ruddy Bray
Don Goldman
Brent Jablonowski
Cliff Jones
James Milan
Larry Byers

Structural Steel & Bolting
Ruddy Bray
Matt Habberfield
Brent Jablonowski
Gerry Moir

Fireproofing Inspectors
Matt Habberfield
Kenny Cleveland
Brent Jablonowski
Phil Sanchez

Principal Geotechnical Engineer
Bruce Smith, PE, GE

Engineering Geology
Scott Moors, PG, CEG, CHg

Geotechnical Staff
Jim Sun, EIT
Eric Clark, EIT
Gene Custenborder, CEG, Sr. Geologist
Bruce Smith, PE, GE
Shaun Simon, CEG, PE
Paul Harting, Staff Geologist
Bill Shofner, Staff Geologist

Soils & Asphalt Technicians
Robert Castellanos
Eric Clark
Jim Sun
Jesse Williams
Matt Habberfield
Ken Cleveland
Jeff Betus
Bill Schofner

CLIENT NOTE

All NV5 staff deployed to your project will be *employees* of our company – **not independent contractors.**

Our employees are covered by our *Workers Compensation* and other insurances – independent contractors (utilized by virtually all our competitors) are not.

The Best Team to Achieve Your Goals!

NV5 - Ventura
ORGANIZATION CHART

SUMMARY OF KEY PERSONNEL QUALIFICATIONS MATRIX

Key Personnel	Position	Years Experience	CalTrans Certified	Welding (AWS; *ICC)	Struc. Steel & Bolting	Fire Proofing	Non-Destruct. Testing	Reinforced Concrete	Prestressed Concrete	Shotcrete (* DSA)	Post-Installed Anchors	Masonry (* DSA)	Roofing/Waterproofing	ACI Concrete Tech	Concrete Batch Plant	Ashpalt Laydown	Ashpalt Batch Plant	Soils
Professional / Management Staff																		
Scott Moors, PG, CEG, CHG	Principal In Charge	30											X		X	X	X	X
Shaun Simon, PE, CEG	Engineering Manager	18												X	X	X	X	X
Bruce Smith, PE, GE	Geotechnical Engineer	35																
Guillaume, Gau, PE, GE	Geotechnical Engineer	16																
Gene Custenborder, PG,CEG	Engineering Geologist	30																
Carl Henderson, PhD, PE, GE	Geotechnical Engineer	23																
Jim Sun, E.I.T.	Staff Engineer	1												X	X	X	X	X
Eric Clark, E.I.T.	Staff Engineer	1												X	X	X	X	X
Public Works Inspectors																		
Art Bustillos	Inspector	30+																
Vic Aspuria	Inspector	30+														X	X	
Rey Terrrazas	Inspector	30+																
Doug Morris	Inspector	30+																
Matt Habberfield	Inspector	16	X		X	X		X	X	X	X	X*	X	X	X	X	X	X
Soils / Asphalt																		
Matt Habberfield	Inspector	16	X		X	X		X	X	X	X	X*	X	X	X	X	X	X
Kenny Cleveland	Inspector	29	X			X		X			X		X	X		X		X
Eric Clark, E.I.T.	Engineer / Technician	3	X										X	X	X	X	X	X
Robert Castellanos	Technician	6	X											X	X	X	X	X
Lionel Cantu	Technician	6	X											X	X	X	X	X
Vic Aspuria	Technician	30	X													X	X	
Joe Aspuria	Technician	14	X								X			X	X			
Bill Schofner	Technician	20														X		X
Structural Steel																		
Lewis Texiera	Inspector	15		X														
Adam Albert	Inspector	20																
Brent Jablinowski	Inspector	15		X*	X	X		X	X	X	X	X		X	X			
James Milan	Inspector	25		X							X							
Spray-Applied Fireproofing																		
Kenny Cleveland	Inspector	29	X			X		X			X		X	X		X		X
Matt Habberfield	Inspector	16	X		X	X		X	X	X	X	X*	X	X	X	X	X	X
Sarah Spicer	Inspector					X												
Brent Jablinowski	Inspector	11		X*	X	X		X	X	X	X	X		X	X			
Concrete																		
Joe Aspuria	Technician	14	X											X	X			
Kenny Cleveland	Inspector	29	X			X		X			X		X	X	X	X		X
Chet Smith	Inspector	4						X			X			X				
Fernando Carillo	Inspector	15						X				X			X			
Robert Castellanos	Technician	6	X											X	X	X	X	X
Lionel Cantu	Technician	6	X											X	X	X	X	X
Jonathan Goss	Inspector	32		X*				X	X	X	X	X*						
Brent Jablinowski	Inspector	11		X*	X	X		X	X	X	X	X		X	X			
Matt Habberfield	Inspector	16	X		X	X		X	X	X	X	X*	X	X	X	X	X	X
Masonry																		
Carl D.	Inspector	30						X	X	X	X	X		X	X			
Matt Habberfield	Inspector	16	X		X	X		X	X	X	X	X*	X	X	X	X	X	X
Fernando Carillo	Inspector	15						X				X			X			
Brent Jablinowski	Inspector	11		X*	X	X		X	X	X	X	X		X	X			
Jonathan Goss	Inspector	32		X*				X	X	X	X	X						
Roofing/Waterproofing																		
Douglas O'Brien	Inspector	22											X					
Kenny Cleveland	Inspector	27	X			X		X			X		X	X	X	X		X
Eric Clark, E.I.T.	Staff Engineer	1											X	X	X	X	X	X
Matt Habberfield	Inspector	16	X		X	X		X	X	X	X	X*	X	X	X	X	X	X

Inspector surnames truncated for proprietary reasons.

D. SCOTT MOORS, PG, CEG, CHg

Vice President – NV5 West, Inc. / Principal Geologist

Twenty-eight year, wide-ranging career dedicated to upholding the highest standards of technical quality and client service. Experienced, multi-disciplinary business and project manager with notable expertise in geotechnical engineering, construction quality assurance, materials testing, seismic hazard evaluation, geotechnical review, landslide studies, groundwater studies, pavement evaluation, and environmental remediation. Veteran public speaker at proposal presentations, association meetings, agency hearings, & litigation testimony.

Mr. Moors a Vice President of NV5 West, Inc. and is in managerial charge of NV5's Ventura and Bakersfield operations. In addition to Mr. Moors' management expertise he has twenty-five years' of technical expertise in municipal consulting, project management, and engineering and environmental geology.

Mr. Moors has overseen construction inspection & materials testing of multi-story buildings, over a dozen highway bridges, >1M tons of asphalt pavements and has presented short courses on Pavement Maintenance & Rehabilitation for APWA.

Experience Summary

PUBLIC INFRASTRUCTURE CONSTRUCTION PROJECTS:

Principal-in-Charge of construction inspection and construction materials engineering and testing contracts for hundreds of road, highway, bridge, waterworks, energy, and utility construction projects for virtually every local public works agency in Ventura, Santa Barbara, Los Angeles, and Kern counties. Combined construction value exceeds $1B.

PAVEMENT REHABILITATION PROJECTS:

Principal-in-Charge of design, construction inspection, and materials testing contracts for hundreds of pavement rehabilitation projects including over 1M tn of HMA, 1M SY slurry/micro, Cold In-Place Recycling, Cold Plant Recycling, Cape Seal, TMO, ARAM, ARHM Overlay, Full-Depth Reclamation, Warm Mix HMA and virtually every pavement rehab technique.

GEOTECHNICAL PROJECTS:

Principal-in-Charge and principal investigator on hundreds of geotechnical studies for landslides (Big Rock Mesa, Portuguese Bend, ++), earthquake faults (Simi-Santa Rosa, Springville, Malibu Coast, Mission Ridge, Hollywood), <12 Caltrans freeway bridges, foundations studies, groundwater studies, municipal report review, emergency response.

HIGHER EDUCATION / COMMUNITY COLLEGE CONSTRUCTION PROJECTS:

Principal-in-Charge of construction inspection and testing contracts for UCSB, CSUCI, Los Angeles Community College District, and Ventura County Community College District for numerous projects totaling over $500M in construction value.

NV5 WEST, INC. | CQA
Ventura, CA
805.656.6074

CATEGORIES
Geotechnical
Materials Testing
Pavement Evaluation
Construction Inspection
Forensics

EDUCATION
B.S., Geological Sciences, UCSB, CA

EXPERIENCE
28 years

REGISTRATIONS
Professional Geologist #6100
Certified Engineering Geologist #1901
Certified Hydrogeologist #607

AFFILIATIONS
American Concrete Institute
American Society of Civil Engineers
Association of Environmental & Engineering Geologists
American Public Works Association
California Asphalt Pavement Association
California Council of Testing and Inspection Agencies

PERMEABLE PAVEMENT PROJECTS:

Principal-in-Charge of construction inspection and construction materials testing contracts for numerous permeable pavement projects including permeable pavers, cast-in-place permeable concrete, precast permeable concrete panels, and permeable asphalt pavements.

DSA K-12 SCHOOL CONSTRUCTION PROJECTS:

Principal-in-Charge of construction inspection and construction materials engineering and testing contracts for hundreds of projects for over two dozen school districts including Los Angeles Unified School District and virtually every school district in Ventura and Santa Barbara counties. Combined construction value exceeds $800M.

Project Experience

MUNICIPAL GEOTECHNICAL REVIEWER – 12 CITIES

MUNICIPAL REVIEW | 12+ CITIES AND COUNTIES – SO. CAL.

Principal Geologist – Geotechnical Reviewer for cities of Simi Valley, Malibu, Santa Monica, Agoura Hills, Moorpark, Santa Clarita, Calabasas, Oxnard, Hidden Hills, Thousand Oaks, Ventura County, Santa Barbara County. Authored Geotechnical Review Guidelines for multiple cities.

RIVERPARK GEOTECHNICAL & SMARA REVIEWER

GEOTECHNICAL - MUNICIPAL REVIEW | OXNARD, CA

Project Manager – Lead technical reviewer of the geotechnical reports and SMARA Reclamation for the Riverpark development in Oxnard, California. 2002 - present

MITCHELL ROAD INTERCHANGE IMPROVEMENTS

GEOTECHNICAL | CERES, CA

Project Manager – Planned and managed geotechnical studies for locally funded, Caltranxs-oversight interchange improvements on SR 99. Project included replacement of Service Rd Overcrossing on SR 99 with innovative diverging diamond interchange. Geotechnical investigations included 60 borings and CPTs for 6 bridges and 5,000 LF retaining walls.

MORRO BAY WASTEWATER TREATMENT PLANT

CONCRETE EVALUATION | PASADENA, CA

Project Principal / Project Manager for non-destructive field testing and sampling concrete from various elements of the plant. Field testing included Ground Penetrating Radar, Schmidt Hammer testing, and chipping hammer survey. Lab testing included compression testing and petrographic examination per ASTM C856.

SYCAMORE CYN DAM MODIFICATION

GEOTECHNICAL - EARTH FILL DAM | SIMI VALLEY, CA

Project Manager and Principal Geologist for geotechnical evaluation of proposed spillway modifications. Also evaluated ASR-affected concrete through pertrographic examination.

BIG TIJUNGA DAM ABUTMENT STABILITY EVALUATION

GEOTECHNICAL – CONCRETE DAM | LOS ANGELES COUNTY, CA

Project Manager and Principal Geologist for rock-slope stability evaluation of the left abutment of California's 7th largest concrete-arch dam. Provided detailed geologic assessment using rope-access mapping techniques and probabilistic static and seismic slope stability evaluations.

WOOLEY DRAIN CRACK SEAL EVALUATION

CONCRETE EVALUATION | OXNARD, CA

Project Principal / Project Manager for forensic investigation to quantify the extent of penetration of pressurized crack seal injection previously completed by contractor. Field sampling included sampling concrete cores in confined space entry conditions. Laboratory analysis included stereo microscopic examination of bisected core samples to determine the percentage of sealant penetration.

ROSE BOWL CONCRETE EVALUATION & RENOVATION

CONCRETE EVALUATION | PASADENA, CA

Project Principal – Project Manager and Project Principal for multi-faceted sampling and evaluation of concrete structural elements for renovation of the Rosa Bowl stadium in Pasadena. Mr. Moors scoped, planned and oversaw execution of concrete core sampling and testing and in a subsequent phase renovation design and preparation of plans and specifications for concrete rehabilitation work in the historic Rose Bowl Stadium. 2008 - 2011

WESTSIDE PARKWAY FREEWAY CONSTRUCTION

CONSTRUCTION MATERIALS TESTING | BAKERSFIELD, CA

Project Manager for Construction Materials Engineering and Testing services for the $125M Westside Parkway freeway construction project. Construction included 6.4-miles of Jointed Plain Concrete Pavement (~37 lane miles), ten bridges including two bridges over the Kern River, 6 full interchanges, sound walls and numerous appurtenant structures and facilities. All testing was performed in conformance with Caltrans requirements. Turn-around time for production testing reports averaged 24 hours. Provided management and technical oversight of all materials testing and inspections work.

SHAUN B. SIMON, PE, PG, CEG, QSD, QSP

Engineering Manager

NV5 WEST, INC. | CQA
Ventura, CA
805.656.6074

Shaun Simon has over 17 years in the geotechnical, construction materials testing and inspection industry. Mr. Simon is licensed in California as a PE and CEG with extensive experience in geotechnical consulting, and inspection and construction observation and materials testing of private and public construction projects.
Mr. Simon has extensive experience in field and laboratory testing of soil, rock, and construction materials including aggregate base, asphaltic concrete materials and pavement surfacing materials, concrete, and steel used in projects for Public Works projects, Caltrans, DSA school projects, OSHPD Hospital projects, and private development projects in Moorpark, Oxnard, Santa Barbara, Ventura, Camarillo, Thousand Oaks, Bakersfield, Visalia, and unincorporated areas of Los Angeles, Ventura, and Santa Barbara Counties. Mr. Simon also maintains DSA LEA, Caltrans, AAP/AMRL/AASHTO, CCRL, and USACOE accreditations for the laboratory testing facilities. Mr. Simon's experience includes geotechnical exploration, design, and construction testing; stormwater infiltration testing and design, field testing of compacted fill, subgrade, base, and asphalt materials; and inspection of pavement resurfacing materials (including ARAM, ARHM, Microsurfacing, CAPE Seal, Chip Seal, and REAS); landslide/stability studies, liquefaction/seismic settlement hazards, fault hazard ground rupture studies, collapsible soils, expansive soils, building distress investigations, and FEMA levee certifications.

LICENSES / REGISTRATION:

Registered Civil Engineer, CA = RCE 82610

Certified Engineering Geologist, CA – CEG 2461

Professional Geologist, CA – PG 8051

Qualified SWPPP Developer

Qualified SWPPP Practitioner

CASQA Certificate 22579

EDUCATION

B.S., Civil Engineering, CSUN

B.S., Geological sciences, UCSB

EXPERIENCE

17 years

AFFILIATIONS:

Association of Engineering Geologists

American Society of Civil Engineers

American Public Works Association

Coast Geological Society

Project Experience

CITY OF THOUSAND OAKS – PAVEMENT RESURFACING

PAVEMENT REHABILITATION | THOUSAND OAKS, CA

Provided management of laboratory testing of construction materials used in pavement resurfacing including Asphalt Rubber Hot Mix, Microsurfacing, Cape Seal, and Asphalt Rubber Aggregate Membrane.

COUNTY OF SANTA BARBARA – GOLETA BEACH BRIDGE REPLACEMENT

PUBLIC WORKS | GOLETA, CA

Provided management of field and laboratory testing of construction materials used in construction of new bridge to replace existing bridge structure.

CITY OF OXNARD – ROSE AVENUE RESURFACING

PAVEMENT REHABILITATION | OXNARD, CA

Provided management of field and laboratory testing of construction materials used in pavement resurfacing including Asphalt Rubber Hot Mix.

Project Experience

CAMARILLO DRAIN /CAMARILLO CONFERENCE CENTER

PUBLIC WORKS | CAMARILLO, CA

Provided management and technical direction of geotechnical design study for replacement of open channel reinforced concrete storm drain channel with two rectangular box channels to provide a contiguous area for a proposed regional conference center.

OXNARD UNIFIED SCHOOL DISTRICT – MCKINNA E.S.

GEOTECHNICAL DESIGN AND CONSTRUCTION INSPECTION AND TESTING | OXNARD, CA

Provided management of geotechnical exploration and design services including infiltration BMPs for campus reconstruction improvements in liquefaction zone. Provided management of construction inspection and testing services.

OXNARD UNIFIED SCHOOL DISTRICT – SAN MIGUEL SCHOOL

GEOTECHNICAL DESIGN AND CONSTRUCTION INSPECTION AND TESTING | OXNARD, CA

Provided management of geotechnical exploration and design services for new classroom buildings in liquefaction zone. Provided management of construction inspection and testing services.

OXNARD UNIFIED SCHOOL DISTRICT – SEABRIDGE E.S.

GEOTECHNICAL DESIGN AND CONSTRUCTION INSPECTION AND TESTING | OXNARD, CA

Provided management of geotechnical exploration and design services including infiltration BMPs for new campus in liquefaction zone.

CITY OF OXNARD – KINGSBRIDGE WAY WALL REPAIRS

GEOTECHNICAL CONSTRUCTION INSPECTION AND TESTING | OXNARD, CA

Provided management of construction inspection and testing services for grouted, pre-stressed tiebacks for marina wall improvements.

CITY OF CAMARILLO – RESERVOIR NO. 2 IMPROVEMENTS

GEOTECHNICAL CONSTRUCTION INSPECTION AND TESTING | CAMARILLO, CA

Provided construction inspection and testing services for ground anchor improvements to slope ascending above municipal water supply reservoir. Slope had expericenced surficial instability issues.

OAK PARK UNIFIED SCHOOL DISTRICT – VARIOUS CAMPUS IMPROVEMENT PROJECTS

GEOTECHNICAL DESIGN AND CONSTRUCTION INSPECTION AND TESTING SERVICES | OAK PARK, CA

Provided management of geottechnical exploratio and design services for various campus improvement project including new classroom buildings at Medea Creek Middle School, Red Oak Elementary School, and Brookside Elementary School. Provided management of improvement projects including shade structure and photovoltaic shade structuras at Oak Hills Elementtary, Red Oak Elementary, Brookside Elementary, Medea Creek Middle School, and Oak Park High School.

VENTURA COUNTY WPD – FERRO DITCH CHANNEL

GEOTECHNICAL DESIGN AND CONSTRUCTION INSPECTION AND TESTING | VENTURA COUNTY, CA

Provided management of geotechical exploration and design services for improvements to existing channel.

VENTURA COUNTY WPD – SANTA ROSA ROAD DEBRIS BASIN NO. 2 IMPROVEMENTS

GEOTECHNICAL DESIGN AND CONSTRUCTION INSPECTION AND TESTING | VENTURA COUNTY, CA

Provided management of geotechical exploration and design services for improvements to existing detention basin structure and channel.

VENTURA COUNTY WPD – SESPE CREEK LEVEE IMPROVEMENTS

CONSTRUCTION INSPECTION AND TESTING | VENTURA COUNTY, CA

Provided management of construction inspection and testing services for improvements to earth fill levee embankment.

VENTURA COUNTY WPD – SANTA CLARA RIVER LEVEE IMPROVEMENTS

CONSTRUCTION INSPECTION AND TESTING | VENTURA COUNTY, CA

Provided management of construction inspection and testing services for improvements to earth fill levee embankment.

MATTHEW HABBERFIELD

Public Works Inspector / Materials Technician / Special Inspector

Mr. Habberfield has been in the construction industry for over 17 years and has provided Public Works inspection and special inspections for over 6 years. Inspections performed have ranged from Public Works Infrastructure, DSA school house, OSHPD hospital, commercial, industrial and private residential inspection.

Matt is a multi-card inspector currently holding 8 certifications. He will collaborate closely with the project IOR and QA manager and will oversee and coordinate NV5's field inspection and testing program. His versatility, personable demeanor, and excellent communications skills make him an ideal inspector for large and complex construction projects.

Project Experience

2015-16 ANNUAL OVERLAY & SLURRY SEAL

PAVEMENT REHABILITATION | SANTA CLARITA, CA

Mr. Habberfield served as the inspection and testing supervisor for the Slurry Seal and Pavement Recycling Overlay portion of the project, providing full- time public works inspections and testing of grinding, digout repairs, slurry placement stripping, traffic control, and sampling and testing staff. In addition to Matt's inspection and testing duties, he coordinated additional inspection and testing staff on these projects of up to 7 personnel per day.

VALLEY VIEW ELEMENTARY SCHOOL MODERNIZATION & NEW ADDITION – (03-115283)

DSA - SCHOOL | NEWHALL CA

Inspector for the modernization and new construction of two story classroom building and related site work. Soils Inspector for the 8-foot over-excavation, retaining wall backfills and utilities, DSA Masonry Inspector for ~ 5,000 ft² masonry CMU walls. In addition performed epoxy inspections, pull test of anchors and hold down anchor bolts along with masonry coring. Cost of construction $13M.

WESTSIDE PARKWAY PHASE VI-6C

HIGHWAY / FREEWAY | BAKERSFIELD, CA

Provided construction materials testing services for the Westside Parkway freeway construction project. Construction included 7.2-miles of Jointed Plain Concrete Pavement, ten bridges including two bridges over the Kern River, 6 full interchanges, 24,000 tons of Hot Mix Asphalt, sound walls and numerous appurtenant structures and facilities. All testing was performed in conformance with Caltrans requirements.

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Ventura, CA
805.656.6074

Certifications:

DSA Masonry #5281

ICC Reinforced Concrete - #8029830

ICC Prestressed Concrete - #8029830

ICC Structural Masonry - #8029830

ICC Structural Steel & Bolting - #8029830

ICC Fireproofing - #8029830

ACI Concrete Field Testing Technician Grade 1 - #01192407

Nuclear Density Gauge Certified

EXPERIENCE

17 years

Project Experience

2014 RESURFACING PROGRAM – MI 2007

PAVEMENT REHABILITATION | THOUSAND OAKS, CA

Lead Public Works Inspector for the City of Thousand Oaks on their 1,000,000+ SY pavement resurfacing project comprising Microsurfacing-over-ARAM Cape Seal, Microsurfacing, REAS Slurry Seal, and ARHM Overlay. Identified and field marked, and inspected repair of 65,000 SY of digout locations. Inspected 600,000 SY Cape Seal, 150,000 SY Microsurfacing, and 360,000 SY REAS Slurry Seal. Performed inspection and testing for ARHM Overlay; performed daily spread rate measurements and materials sampling for ARAM and microsurfacing.

BUS STOP IMPROVEMENTS (2014 - 2015)

PUBLIC WORKS | SANTA CLARITA, CA

Lead Materials Tester and Assistant Public Works Inspector for construction of 25 Bus Stop Pads including grinding observation and testing of subgrades and base, as required and inspection and testing of High Stability Asphalt Concrete for bus pads.,

2013 / 2014 APPLICATION OF SCRUB SEAL & MICRO SURFACING

PAVEMENT REHABILITATION | COUNTY OF SANTA BARBARA, CA

Performed spread rate application measurements of asphalt emulsion and aggregate during scrub-seal operations and obtained samples for testing.

EMBLEM ELEMENTARY SCHOOL - 2 STORY CLASSROOM BLDG. & KINDERGARTEN ADDITION – (03-111665)

DSA - SCHOOL | SANTA CLARITA, CA

Lead Masonry Inspector for the new construction of 16 classrooms in a two story, 32,000 sq ft decorative masonry building along with a one story kindergarten masonry classroom building. Duties included coordinating between the masons and other affected trades. Implementing required changes initiated by the project Architects and Engineers and verifying compliance with all contract documents. Provided material sampling of mortar, grout and concrete. Along with pull testing of bolts and concrete coring of CMU masonry block wall. Cost of construction $6.6M. DSA Field Engineer – Michael Ciortea.

RUBEN CASTRO HUMAN SERVICES CENTER

MEDICAL FACILITY & SOCIAL SERVICES CENTER | MOORPARK, CA

Masonry Inspector for new construction of 25,000-sq ft Human Services Center.

ROSE AVENUE RESURFACING & REPAIRS

PAVEMENT REHABILITATION | OXNARD, CA

Materials Tester and Assistant Public Works Inspector for arterial pavement resurfacing project comprising 88,000 SY ARAM as a SAMI, 11,000 tons ARHM Rubberized Overlay, and 18,000 SY Type II Slurry Seal. Performed spread rate measurements for ARAM including asphalt rubber and aggregate, performed materials testing and sampling.

ROSE AVENUE / COLLINS PEDESTRIAN IMPROVEMENTS –(2014 -2015)

PUBLIC WORKS | OXNARD, CA

Materials tester for the County of Ventura street widening project. Tested soils, aggregate base, and asphalt concrete.

LAS POSAS BIKE LANES – PHASE 1

PUBLIC WORKS | CAMARILLO, CA

Performed for the County of Ventura subgrade soils, aggregate base, and 50,000 SY Microsurfacing spread rate application measurements of asphalt emulsion and aggregate during scrub-seal operations and obtained samples for testing.

SANTA PAULA HOSPITAL – MATERIALS TESTING PROGRAM – (SS-140909-56)

OSHPD - HOSPITAL | SANTA PAULA, CA

Lead inspector for seismic retrofit materials testing program along with sampling for testing.

DECKERS HEADQUARTERS WAREHOUSE PARKING LOT

PAVEMENT | GOLETA, CA

Performed spread rate application measurements of asphalt emulsion and aggregate during scrub-seal operations and obtained samples for testing.

FIRE STATION – FRASIER PARK

PUBLIC WORKS | COUNTY OF KERN, CA

Performed inspection of concrete footings, slab on grade and masonry retaining and site walls.

EDWARD "KENNY" CLEVELAND

Senior Inspector / Technician

Mr. Cleveland has been in the construction trade since 1979. As a foreman his work history included large parking structures, industrial buildings, DSA school and University projects.
Duties as a special inspector have included inspection of reinforcing steel, concrete placement, precast concrete, concrete batch plant, shotcrete/gunite, non-shrink grouting, fireproofing, epoxy, expansion anchor inspection, roofing/waterproofing inspection and floor flatness testing on numerous OSHPD and DSA projects. Kenny has also worked as a field technician performing field density testing on soils and asphalt.

Project Experience

OXNARD COLLEGE LRC RENOVATION & SEISMIC UPGRADE – (03-115037)

DSA-SCHOOL | OXNARD, CA

Special Inspector for the Learning Resource Center Renovation and Seismic Upgrade. Project consists of an existing 44,000 GSF, 1 story building with an open mezzanine. Inspection included fireproofing application and pull testing of anchor wires.

ISLAND VIEW & PARKLANDS RESIDENTIAL HOUSING

Roofing & Waterproofing Inspection | Ventura. CA

Performed waterproofing and roofing inspections for the new construction 6 building Island View apartment complex and 25 building Parklands apartment complex. Both projects had extensive retaining wall systems with asphaltic membrane and drainiage panel waterproofing systems.

NAVAL BASE VENTURA COUNTY – ROOFING PROJECT

Roof Inspection | PT. MUGU. CA

Performed single and two- story roof inspections for repair and replacement of existing concrete tile and asphalt shingle roofs. Project included approximately 260 residential buildings. Worked closely with roofing contractor inspecting tearoff, substrate repairs, flashing, felting, and asphalt shingle replacments to ensure compliance with Unified Facilities Critreria (UFC) Roofing requirements.

2015-16 ANNUAL OVERLAY & SLURRY SEAL

PAVEMENT REHABILITATION | SANTA CLARITA, CA

Provided public works inspection, materials sampling and field density testing services for the 26,600-ton Asphalt Overlay, 161k SY Cold In-Place Recycle and 997K SY Slurry projects. NV5 provided comprehensive inspections and testing services for grinding, digouts, overlay laydown, stripping, traffic control, and sampling and testing.

NV5 WEST, INC. | CQA
Ventura, CA
805.656.6074

Certifications:
ICC Reinforced Concrete - #0861029-49

ACI Concrete Field Testing Tech. Grade 1 - #01079215

SPRAY-APPLIED FIRE-PROOFING - #0861029-86

ROOFING / WATERPROOFING

NUCLEAR DENSITY GAUGE CERTIFIED

Cal/OSHA Confined Space Entry

EXPERIENCE
38 years

AFFILIATIONS
ACI-American Concrete Institute
Ironworkers Local 416
ICC-International Code Council

Project Experience

APPLIED TECHNOLOGY CENTER / GENERAL PURPOSE CLASSROOMS / HEALTH SCIENCES COMPLEX – (03-110214)

DSA - SCHOOL | VENTURA, CA

Ventura Community College new construction of three multi-story steel framed buildings, approximately 95,000-s.f. Performed concrete placement inspection, ACI concrete technician, including air entrained lightweight concrete. Inspection and sampling of non-shrink grout along with fireproofing sampling and inspection. Cost of project $30,200,000. DSA Field Engineer – Andy Widjaja.

RUBEN CASTRO HUMAN SERVICES CENTER

MEDICAL FACILITY & SOCIAL SERVICES CENTER | MOORPARK, CA

New construction of 25,000-s.f. Human Services Center. Performed all concrete inspection, ACI concrete technician and grout inspection below base plates. Performed floor flatness testing, along with rebar inspection and epoxy inspection throughout the duration of the project.

ROSE BOWL STADIUM CONCRETE REHAB & REPAIR

STADIUM | PASADENA, CA

Provided continuous inspection on rebar and pre-patching of concrete for spalls created by corroding rebar. Rebar was cleaned and coated with Armatech coating. Inspected grout overlay on south seating area.

GOLETA VALLEY COTTAGE HOSPITAL-(SS-072211-42)

OSHPD - HOSPITAL | GOLETA, CA

Provided fireproofing, epoxy inspection, concrete placement, as well as pull testing of anchors and torque testing.

SIMI VALLEY ADVENTIST HOSPITAL

OSHPD - HOSPITAL | SIMI VALLEY, CA

Provide fireproofing inspection, epoxy inspection, reinforcing steel inspection, concrete placement and drypack grouting inspection as well as pull testing of anchors / ceiling wires and torque testing. A few of the many projects are

3 Story Shell Addition - #HL-102700-56
Chiller, Med Gas & 02 Enclosure Upgrade - #P-2012-00831
Mechanical & Med Gas Equipment Expansion - #P-2012-00954
Surgery Build Out - #SL-073054-0
MRI Build Out - #SL-073058-0
Electrical Upgrade - #P-2012-00613

JUAN SORIA ELEMENTARY SCHOOL – (03-110064)

DSA - SCHOOL | OXNARD, CA

Oxnard School District new construction of elementary school. Inspection consisted of concrete placement along with sampling, inspection of anchor bolt placement (wedge and epoxy anchors) along with pull and torque test for rebar & anchor bolts. Provided fireproofing inspection, grout placement and sampling, reinforced steel inspection, asphalt laydown and densities. DSA Field Engineer – Andy Widjaja

BUENA HIGH SCHOOL CONCESSION STAND – (03-107410)

DSA - SCHOOL | VENTURA, CA

Ventura Unified School District new construction. Buena High School Concession Building consisting of three masonry buidings, 6180sf. Provided concrete placement inspection and sampling. DSA Field Engineer – Andy Widjaja

STUDENT SCIENCE CENTER – (03-109532)

DSA - SCHOOL | OXNARD, CA

Oxnard College Student Science Center, provided concrete inspection, torque testing of miscellaneous anchors and pull test on anchors Also provided off-site inspection of concrete façade. DSA Field Engineer – Andy Widjaja

CENTRAL PLANT RELOCATION – (HS-052605-42)

OSHPD - HOSPITAL | SANTA MARIA, CA

Provided inspection for new construction of the Marian Medical Central Plant Relocation. Duties included torque testing of miscellaneous anchors, concrete inspection and epoxy inspection into existing concrete.

AT&T BUILDING – CANOGA PARK

COMMERCIAL BUILDING | CANOGA PARK, CA

Performed inspection of the placement of a 3-part roofing system using Siplast Products. Performed pull test on base sheet steel fastener, inspected placement of lead flashing at drains and inspected placement of 1-way aluminum vents.

AMGEN BUILDING # 31 – NEWBURY PARK

COMMERCIAL BUILDING | NEWBURY PARK, CA

Project consisted of renovation of Amgen Building #31. Performed all relative moisture humidity testing to verify moisture content in concrete and under cracked flooring tiles.

Eric A. Clark, E.I.T.

Staff Engineer

Eric Clark is a recent Civil Engineering graduate and is certified as an Engineer-In-Training through the State of California Board of Professional Engineers, Land Surveyors, and Geologists. Mr. Clark has been involved in multiple projects and has gained experience in laboratory and field testing using ASTM and CTM test methods as well as experience performing a variety of inspections.

Project Experience

NAVAL BASE VENTURA COUNTY – ROOFING PROJECT

Roof Inspection | Port Hueneme & Point Mugu. CA

Performed single and two- story roof inspections for repair and replacement of existing concrete tile and asphalt shingle roofs. Worked closely with roofing contractor inspecting tearoff, substrate repairs, flashing, felting, and asphalt shingle replacments to ensure compliance with Unified Facilities Critreria (UFC) Roofing requirements.

NAVAL BASE VENTURA COUNTY – TAXIWAY CHARLIE REHAB

FIELD AND LABORATORY TESTING | PT. MUGU. CA

Performed laboratory and field testing of freshly mixed concrete pavement using ASTM test methods for over 600 flex beams for concrete runway pavement. Field activities included testing of temperature, slump, density, air content, and material sampling following Navy specifications. Tested cement stabilized subgrade, cement treated base, 22,000 cy of concrete and concrete aggregates.

COUNTY OF VENTURA – ARROYO CONEJO NORTH FORK

FIELD EXPLORATION | THOUSAND OAKS, CA

Performed field exploration and environmental sampling of ground and surface water for hydrological evaluation.

CITY OF CERES – MITCHELL ROAD INTERCHANGE PROJECT

LABORATORY TESTING | CERES, CA

Performed laboratory testing of field exploration samples under ASTM standards including Modified Proctor Compaction, Atterberg Limits, Sieve Analysis, and Direct Shear testing.

CONEJO VALLEY UNIFIED SCHOOL DISTRICT

FIELD TESTING | THOUSAND OAKS, CA

Performed field inspection and testing using a nuclear density gauge of native and imported soil.

NV5 WEST, INC. | CQA
Ventura, CA
805.656.6074

CERTIFICATES

Certified Engineer-In-Training
EIT #161738

Cal/OSHA Confined Space Entry

Nuclear Density Gauge Certified

U.S. D.O.T. Hazmat Certified

APNGA Radiation Safety Officer Certification

ACI Concrete Field Testing Technician #01530775

EDUCATION

Ventura Community College
B.S., Civil Engineering, CSUN

EXPERIENCE

1

PROOF OF ABILITY TO PERFORM TESTS

PROOF OF ABILITY TO PERFORM REQUIRED TESTS

NV5 is the most qualified and certified materials testing laboratory on the central coast. Our lab certifications are presented on the following page, along with a matrix of public certification records of local labs.

We are fully certified to perform all required testing including soil, aggregate, concrete, Hveem and Superpave HMA and RHMA. Earthspectives will provide gamma-gamma logging if required.

Caltrans certification records are available at:
https://sia.dot.ca.gov/index.php?r=lab%2Fsearch&page=2&per-page=5

NV5's Ventura laboratory is Caltrans certified for the following methods: 105, 106, 125, 201, 202, 205, 206, 207, 208, 211, 216, 217, 226, 227, 229, 231, 235, 301, 304, 308, 309, 360, 366, 367, 370, 371, 375, 382, 504, 518, 521, 523, 533, 539, 540, 556, 557

NV5's Bakersfield laboratory is Caltrans certified for the following methods: 105, 106, 125, 125, 125, 125, 125, 125, 201, 202), 204, 205, 206, 207, 216, 217, 226, 227, 229, 231, 234, 235, 308, 309, 375, 382, 504, 518, 521, 523, 524, 531, 533, 539, 540, 541, 543, 556, 557.

QUALIFICATIONS NOTE

NV5 employees over 1,500 professionals nationwide and maintains an additional nationwide network of experienced source inspection professionals. Within the past year we have provided source inspections on Caltrans' oversight projects in 11 states for materials ranging from electrical cabinets in San Diego and traffic signal lumineers in Georgia, to sign structures in Wyoming and signal poles in Minnesota, to welding in Texas, Utah, and Oklahoma. We frequently can deploy qualified local resources saving significant travel and mobilization costs.

NV5 Staff have the following Caltrans certifications:

Paul Harting: 105, 106, 201, 202, 206, 207, 208, 211, 217, 226, 235, 301, 304, 308, 309, 360, 366, 370, 371, 382

Eric Clark: 105, 125AGG, 125 HMA, 125PCC, 201, 202, 205, 216, 217, 226, 227, 229, 231, 375, 504, 518, 533, 539, 540, 543, 556, 557, T11, T27, R47, R76, T176, T248, T255, T329, T335,

Ken Cleveland: 125AGG, 125 HMA, 125PCC, 125GEN, 207, 229, 309, 370, 382, 521, 533, through ACI: 504, 518, 521, 523, 529, 533, 539, 540, 556, 557

Matt Habberfield: 231, 375; through ACI: 504, 518, 521, 523, 529, 533, 539, 540, 556, 557

Joe Aspuria: 125, through ACI: 504, 518, 521, 523, 529, 533, 539, 540, 556, 557

Jeff Betus: 125AGG, 125 HMA, 125PCC, 125GEN, 207, 229, 309, 370, 382, 521, 533, through ACI: 504, 518, 521, 523, 529, 533, 539, 540, 556, 557

Neale Brown: 105, 106, 125AGG, 125 HMA, 125PCC, 125GEN, 125BIT, 201, 202, 206, 207, 216, 217, 226, 227, 229, 231, 308, 309, 382, 504, 521, 523, 533, 539, 540, 541, 543, 556, 557, T11, T27, T209, T275, T312, T324

DEPARTMENT OF THE ARMY
ENGINEER RESEARCH AND DEVELOPMENT CENTER, CORPS OF ENGINEERS
GEOTECHNICAL AND STRUCTURES LABORATORY
WATERWAYS EXPERIMENT STATION, 3909 HALLS FERRY ROAD
VICKSBURG, MISSISSIPPI 39180-6199

May 26, 2017

Reply to the Attention of:
Concrete and Materials Branch

Scott Moors
NV5 West, Inc.
1868 Palma Drive Suite A
Ventura, CA 93003

Dear Mr. Moors:

In reference to your check no. 36186, dated April 18, 20
2017, an audit based on your AASHTO Accreditation was perfor
laboratory. We examined the AMRL On-site Assessment Repor
the CCRL Inspection Report No.X-215, dated March 22, 2016 ar
effective May 24, 2017. Your Quality System meets the requirer
Engineers. The material test methods that you are validated to p
Engineers were determined from the inspection reports from AA

Aggregate Tests: ASTM C117, C127, C128, C136, C2
and D2419.

Bituminous Tests: ASTM D1560, D1561, D2041, D217
D6307.

Concrete Tests: ASTM C31, C39, C78, C138, C143, C
C1077, C1231, and E329.

Soil Tests: ASTM D1140, D1557, D2216, D2419, D248

Masonry Tests: ASTM C140 and C1093.

We will add your laboratory to the list of commercial labo
tests for the U.S. Army Corps of Engineers; see the Materials Te
http://www.erdc.usace.army.mil/Media/FactSheets/FactSheetArt
als-testing-center.aspx. All Corps offices will be notified of this d
use your services. NV5 West, Inc., Ventura, CA will remain on c
material tests until **May 24, 2019** two (2) years from the date of t
accreditation is suspended in whole or part, NV5 West, Inc., Ver
Center immediately to perform a re-evaluation of your laboratory
Materials Testing Center will result in immediate suspension of y
validation.

Sincerely,

Alfred B. Crawley, PE
Director, Materials Test

Copy Furnished:
Los Angeles District: Mehrdad Golshani

OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT
FACILITIES DEVELOPMENT DIVISION

APPLICATION FOR OSHPD PREAPPROVED LABORATORY (OPL)

For Office Use Only

Name of Approved Agency/Laboratory	City
NV5 West, Inc.	Ventura

APPLICATION TYPE / FEE

Application is based on:	New Application Fee (Fees are Nonrefundable)
☐ DSA-LEA Approved Only	☐ $250.00
☐ Accreditation Only	☐ $500.00
☒ Both DSA-LEA Approved and Accreditation	☒ $500.00

APPLICANT INFORMATION

Applicant Name	Signature
Shaun Simon, PE	
Agency/Laboratory Name: NV5 WEST, INC.	
Phone Number: (805) 656-6074	E-Mail: shaun.si
Address of Facility Location *(Each facility location requires separate application.)*	
Street: 1868 Palma Drive, Suite A	
City: VENTURA	County: VENTURA
Facility Mailing Address *(If different from facility address above.)*	
Street	
City:	

KEY PERSONNEL *(Attach additional pages if needed.)*

Engineering Manager *(or equivalent)* – Name: Shaun Simon, PE	CA Registra: 82610
Title in the Organization: Engineering Manager	Phone Num: (805) 656-6
FAX Number: (805) 650-6264	E-Mail: shaun.simo
Alternate to Engineering Manager *(If any)* – Name: Scott Moors, CEG	CA Registra: EG 1901
Title in the Organization: President	Phone Num: (805) 656-6
FAX Number: (805) 656-6074	E-mail: scott.moors

"Access to Safe, Quality Healthcare Environments that Meet California's Diverse and Dynamic Needs"

STATE OF CALIFORNIA – HEALTH AND HUMAN SERVICES AGENCY
OSH-FD-OPL-100 (New 8/11/2014) OPL-0025-15
11/3/2015

AASHTO re:source

NV5 West, Inc. Ventura, California

Shaun Simon
1868 Palma DriveSuite AVentura, California 93003
Phone: (805) 656-6074Fax:shaun.simon@NV5.comhttp://www.nv5.com

Quality Management System - accredited since 12/15/1991
R18, C1077 (Aggregate), C1077 (Concrete), C1093 (Masonry), D3666 (Aggreg
(Soil), E329 (Asphalt Mixture), E329 (Concrete)

Asphalt Mixture - accredited since 6/16/2008
T30, T164, T166, T209, T246, T247, T269, T275, T283, T308, T329, D1560 (S
D2950, D3203, D5444, D6307

Soil - accredited since 6/16/2008
R58, T89, T90, T180, T190, T265, T310, T311, D421, D1140, D1557, D2216,

Aggregate - accredited since 12/15/1991
R76, T2, T11, T19, T21, T27, T84, T85, T96, T176, T210, T255, T304, T335, C
C136, C535, C566, C702, C1252, D75, D2419, D3744, D4791, D5821

Concrete - accredited since 12/15/1991
C31 (Cylinders), C39, C138, C143, C172, C173, C231, C511, C617 (7000 psi a
below)

Masonry - accredited since 9/15/2011
C140 (CMU: Absorption)
C140 (CMU: Compressive Strength)
C140 (CMU: Measurement)
C140 (CMU: Sampling)
C1552 (Capping Concrete Masonry Units, Related Units and Masonry Prisms fo

Iron and Steel - accredited since 2/20/2009
A615-A370 (Carbon-Steel Bars, Deformed and Plain: Tension (Elongation))
A615-A370 (Carbon-Steel Bars, Deformed and Plain: Tension (Ultimate Tensile
A615-A370 (Carbon-Steel Bars, Deformed and Plain: Tension (Yield Strength))
A615-E290 (Carbon-Steel Bars, Deformed and Plain: Bend Test)
A706-A370 (Low Alloy Steel Bars, Deformed and Plain: Tension (Elongation))
A706-A370 (Low Alloy Steel Bars, Deformed and Plain: Tension (Ultimate Ter
A706-A370 (Low Alloy Steel Bars, Deformed and Plain: Tension (Yield Streng
A706-E290 (Low Alloy Steel Bars, Deformed and Plain: Bend Test)

Please note that our accreditations do not include an expiration date. An accreditation or
with our accreditation requirements.
* This information is only valid as of 8/10/2017. Please visit http://www.aashtoresource

NV5 West, Inc. **LEA 014**

DSA

TESTING SERVICES ACCEPTED		INSPECTION SERVICES ACCEP
Earthwork/Lab	Earthwork/Field	Earthwork
☒ Soil	☒ Soil Compaction	☒ Fill Placement
☒ Aggregate		☒ Foundation
☒ Asphalt Concrete		☒ Caissons/Piles
Reinforcing Steel		Reinforc
☒ Re-Bar Tension and Bend		☒ Weldi
☐ Multi-Wire Strand		
☐ Chemical Analysis		Concrete
		☒ Batch
Concrete		☒ Re-Ba
☒ Making / Curing Specimens		☒ Pre-S
☒ Drilled Cores / Beams		☒ Shotc
☒ Compressive Strength		☐ Fiber
☒ Length Change		☐ Epoxy
☒ Flexural Strength		☐ Reinfo
☒ Lightweight Concrete		☒ Post I
☒ Mix Design Review		
☒ Splitting Tensile		Masonry
Post Installed Anchors		☒ Batch
☒ Torque	☒ Proof Load	☒ Masor
		☒ Post I
Masonry		
☒ Making / Curing Specimens		Structura
☒ Grout Compressive Strength		☒ Weldi
☒ Prism Compressive Strength		☒ High S
☒ Unit Compr. Strength	☒ Absorption	☒ Spray
☒ Dimensions	☒ Masonry Shear	
☐ Drying Shrinkage		
		Other Ins
Metals/Lab	Metals/Field–N.D.T	
Structural Steel	☐ Liquid Penetrant	
☒ Tension	☐ Magnetic Particle	
☒ Bend	☐ Ultrasonic	
☒ Density of SFRM		
High Strength Bolt	☐ Radiographic	
☐ Tension		Other Te
☐ Hardness		
☐ Charpy V - Notch		
Roofing		
☒ Tiles	☐ Built-Up	

Approved by: _____
Division of the State Architect LEA Acceptance for **NV5 W**
April 25, 2019.

1102 Q Street, Suite 5100 · Sacramento, Califor

State of California Department of Transportation
CALTRANS QUALIFIED LABORATORY INSPECTION REPORT
Form TL-0113

Caltrans

Inspected by: *SEREE YENJAI*
IA No.: *93*
Phone: *916-247-1911*
File: Materials Category 500

Laboratory: *BTC Labs - Vertical Five; dba NV5, Inc*
Address: *1868 Palma Drive, Suite A*
City: *Ventura* State: *CA* Zip: *93003*
Lab QC Mgr.: *Shaun Simon* e-mail: shaun.simon@nv5.com
Telephone: *805.656.6074* Fax #.: *805.650.6264*

A certified Independent Assurance (IA) visited this laboratory on (Date) 30-May-2017
Only the equipment to be used on Caltrans construction projects and/or local construction projects on the National Highway System was checked for qualification.

At the time of qualification, this laboratory had all necessary equipment to perform the California Tests Method (CTM) indicated below. Sampling/Testing personnel shall possess current Caltrans Form TL-0111. " Certificate of Proficiency" prior to performing any sampling or testing.

CTM	CTM	CTM	CTM	CTM
105	106	125	201	202
205	206	207	208	211
217	226	227	229	231
235	301	304	309	360
366	367	370	371	382
504	518	521		

A visual check was performed and documents provided as necessary for the following items:

Yes	A written in -house Safety Program
Yes	A written in -house Quality Control Program
Yes	Copies of current (applicable) test procedures
Yes	Verification that the laboratory participates in Caltrans RSP correlation program
Yes	Test equipment summary for calibration/service of equipment
Yes	Calibration stickers affixed to test equipment (dated within the 12 months)
Yes	Summaries of training records
Yes	Personnel certifications/quilifications
Yes	Work experience summaries
Yes	Nuclear gage license

On 30-May-2017 (Date) this laboratory was qualified by *SEREE YENJAI # 093* (Printed name of IA person)

(Signature of IA person)

LABORATORY QUALIFICATIONS

Various Building Code sections require that testing laboratories meet the minimum requirements of ASTM standards such as C1077, C1093, and D3740. These standards ***require*** that testing labs be evaluated by an independent authority at least bi-annually and participate in appropriate proficiency sample programs.

Project owners should verify that the selected testing laboratory is certified for the appropriate scope of services. Copies of selected NV5 Accreditation Records are provided below and are generally available on the agency websites.

Lab Information for NV5 West, Inc

Basic Information

Lab Name	NV5 West, Inc
Manager Name	Shaun Simon
Lab Email	shaun.simon@nv5.com
Lab Telephone	805-656-6074
Lab Full Address	1868 Palma Drive, Suite A, Ventura, CA 93003
Lab Type	Private
District	7

RSP Information

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

Test Methods

California Test (CT) Accreditations

Total **37** items.

Test Method	Obtained Date	Expiration Date	Status	IA Responsible
CT 105: Calculations - Gradings (JTCP)	7/8/2019	7/8/2020	Active	Seree Yenjai
CT 106: Definitions - Specific Gravity (SpG)	7/8/2019	7/8/2020		Seree Yenjai
CT 125 GEN: Sampling - GENERAL	7/8/2019	7/8/2020	Active	Seree Yenjai
CT 201: Sample Preparation - Soil and Aggregates (JTCP)	7/8/2019	7/8/2020		Seree Yenjai
CT 202: Sieve analysis - Fine and Coarse Aggregates (JTCP)	7/8/2019	7/8/2020	Active	Seree Yenjai
CT 205: Percent Crushed Particles (JTCP)	7/8/2019	7/8/2020		Seree Yenjai
CT 206: SpG & Absorption - Coarse Aggregates	7/8/2019	7/8/2020	Active	Seree Yenjai
CT 207: SpG & Absorption - Fine Aggregates	7/8/2019	7/8/2020		Seree Yenjai
CT 208: Apparent SpG - Fine Aggregates	7/8/2019	7/8/2020	Active	Seree Yenjai
CT 211: LA Rattler	7/8/2019	7/8/2020		Seree Yenjai
CT 216: Relative Compaction - Soils and Aggregates (JTCP)	7/8/2019	7/8/2020	Active	Seree Yenjai
CT 217: Sand Equivalent (JTCP)	7/8/2019	7/8/2020		Seree Yenjai
CT 226: Moisture Content - Soils and Aggregates (JTCP)	7/8/2019	7/8/2020	Active	Seree Yenjai
CT 227: Cleanness Value (JTCP)	7/8/2019	7/8/2020		Seree Yenjai
CT 229: Durability (JTCP)	7/8/2019	7/8/2020	Active	Seree Yenjai
CT 231: Relative Compaction - Nuclear Gage	7/8/2019	7/8/2020		Seree Yenjai
CT 235: Flat and Elongated Particles	7/8/2019	7/8/2020	Active	Seree Yenjai
CT 301: "R" Value	7/8/2019	7/8/2020		Seree Yenjai
CT 304: Sample Preparation - HMA	7/8/2019	7/8/2020	Active	Seree Yenjai
CT 308: Bulk SpG and Density - HMA	7/8/2019	7/8/2020		Seree Yenjai
CT 309: Max SpG and Density - HMA	7/8/2019	7/8/2020	Active	Seree Yenjai
CT 360: Surface Abrasion	7/8/2019	7/8/2020		Seree Yenjai
CT 366: Stabilometer	7/8/2019	7/8/2020	Active	Seree Yenjai
CT 367: OBC	7/8/2019	7/8/2020		Seree Yenjai
CT 370: Moisture Content by Microwave	7/8/2019	7/8/2020	Active	Seree Yenjai
CT 371: Moisture Induced Damage (TSR)	7/8/2019	7/8/2020		Seree Yenjai
CT 375: AC Density by Nuclear Gage	7/8/2019	7/8/2020	Active	Seree Yenjai
CT 382: AC Content by Ignition Oven	7/8/2019	7/8/2020		Seree Yenjai
CT 504: Air Content of PCC - Pressure Method (JTCP)	7/8/2019	7/8/2020	Active	Seree Yenjai
CT 518: Unit Weight - PCC (JTCP)	7/8/2019	7/8/2020		Seree Yenjai
CT 521: Compressive Strength - PCC	7/8/2019	7/8/2020	Active	Seree Yenjai

CT 523: Flexural Strength - PCC	7/8/2019	7/8/2020		Seree Yenjai
CT 533: Ball Penetration - PCC	7/8/2019	7/8/2020	Active	Seree Yenjai
CT 539: Sampling Fresh Concrete (JTCP)	7/8/2019	7/8/2020		Seree Yenjai
CT 540: Making Cylinders - PCC (JTCP)	7/8/2019	7/8/2020	Active	Seree Yenjai
CT 556: Slump - PCC (JTCP)	7/8/2019	7/8/2020		Seree Yenjai
CT 557: Temperature - PCC (JTCP)	7/8/2019	7/8/2020	Active	Seree Yenjai

Testers in the Lab

Tester Details

Details for Paul Harting

First Name	Paul
Last Name	Harting
Status	Active

Total **20** items.

Certified California Tests(CT)

Test Method	Obtained Date	Expiration Date	Status	IA Responsible
CT 105: Calculations - Gradings (JTCP)	9/19/2016	9/19/2019	Expired	Seree Yenjai
CT 106: Definitions - Specific Gravity (SpG)	7/24/2018	7/24/2118		Seree Yenjai
CT 201: Sample Preparation - Soil and Aggregates (JTCP)	9/19/2016	9/19/2019	Expired	Seree Yenjai
CT 202: Sieve analysis - Fine and Coarse Aggregates (JTCP)	9/19/2016	9/19/2019		Seree Yenjai
CT 206: SpG & Absorption - Coarse Aggregates	7/8/2019	7/8/2021	Active	Seree Yenjai
CT 207: SpG & Absorption - Fine Aggregates	8/13/2019	8/13/2021		Seree Yenjai
CT 208: Apparent SpG - Fine Aggregates	11/18/2019	11/18/2021	Active	Ashley Shaw
CT 211: LA Rattler	8/13/2019	8/13/2021		Seree Yenjai
CT 217: Sand Equivalent (JTCP)	9/19/2016	9/19/2019	Expired	Seree Yenjai
CT 226: Moisture Content - Soils and Aggregates (JTCP)	9/19/2016	9/19/2019		Seree Yenjai
CT 235: Flat and Elongated Particles	7/8/2019	7/8/2021	Active	Seree Yenjai
CT 301: "R" Value	8/13/2019	8/13/2021		Seree Yenjai
CT 304: Sample Preparation - HMA	8/13/2019	8/13/2021	Active	Seree Yenjai
CT 308: Bulk SpG and Density - HMA	8/13/2019	8/13/2021		Seree Yenjai
CT 309: Max SpG and Density - HMA	8/13/2019	8/13/2021	Active	Seree Yenjai
CT 360: Surface Abrasion	11/18/2019	11/18/2021		Ashley Shaw
CT 366: Stabilometer	8/13/2019	8/13/2021	Active	Seree Yenjai
CT 370: Moisture Content by Microwave	8/13/2019	8/13/2021		Seree Yenjai
CT 371: Moisture Induced Damage (TSR)	8/13/2019	8/13/2021	Active	Seree Yenjai
CT 382: AC Content by Ignition Oven	8/13/2019	8/13/2021		Seree Yenjai

Details for Joe Aspuria

First Name	Joe
Last Name	Aspuria
Status	Active

Total **7** items.

Certified California Tests(CT)

Test Method	Obtained Date	Expiration Date	Status	IA Responsible
CT 504: Air Content of PCC - Pressure Method (JTCP)	5/2/2015	5/2/2020	Active	Sarbjit Grewal
CT 518: Unit Weight - PCC (JTCP)	5/2/2015	5/2/2020		Sarbjit Grewal
CT 539: Sampling Fresh Concrete (JTCP)	5/2/2015	5/2/2020	Active	Sarbjit Grewal

CT 540: Making Cylinders - PCC (JTCP)	5/2/2015	5/2/2020		Sarbjit Grewal
CT 543: Air Content of PCC - Volumetric Method (JTCP)	5/2/2015	5/2/2020	Active	Sarbjit Grewal
CT 556: Slump - PCC (JTCP)	5/2/2015	5/2/2020		Sarbjit Grewal
CT 557: Temperature - PCC (JTCP)	5/2/2015	5/2/2020	Active	Sarbjit Grewal

AASHTO/ASTM Proficiencies

Details for Eric Clark

First Name	Eric
Last Name	Clark
Status	Active

Total **22** items.

Certified California Tests(CT)

Test Method	Obtained Date	Expiration Date	Status	IA Responsible
CT 105: Calculations - Gradings (JTCP)	10/18/2019	10/18/2022	Active	Sarbjit Grewal
CT 125 AGG: Sampling - AGGREGATES (JTCP)	10/18/2019	10/18/2022		Sarbjit Grewal
CT 125 HMA: Sampling - HMA (JTCP)	6/15/2018	6/15/2021	Active	Biplab Bhattacharya
CT 125 PCC: Sampling - PCC	8/13/2019	8/13/2021		Seree Yenjai
CT 201: Sample Preparation - Soil and Aggregates (JTCP)	10/18/2019	10/18/2022	Active	Sarbjit Grewal
CT 202: Sieve analysis - Fine and Coarse Aggregates (JTCP)	10/18/2019	10/18/2022		Sarbjit Grewal
CT 205: Percent Crushed Particles (JTCP)	10/18/2019	10/18/2022	Active	Sarbjit Grewal
CT 216: Relative Compaction - Soils and Aggregates (JTCP)	10/18/2019	10/18/2022		Sarbjit Grewal
CT 217: Sand Equivalent (JTCP)	10/18/2019	10/18/2022	Active	Sarbjit Grewal
CT 226: Moisture Content - Soils and Aggregates (JTCP)	10/18/2019	10/18/2022		Sarbjit Grewal
CT 227: Cleanness Value (JTCP)	10/18/2019	10/18/2022	Active	Sarbjit Grewal
CT 229: Durability (JTCP)	10/18/2019	10/18/2022		Sarbjit Grewal
CT 231: Relative Compaction - Nuclear Gage	7/8/2019	7/8/2021	Active	Seree Yenjai
CT 375: AC Density by Nuclear Gage	7/8/2019	7/8/2021		Seree Yenjai
CT 504: Air Content of PCC - Pressure Method (JTCP)	1/25/2018	1/25/2023	Active	Sarbjit Grewal
CT 518: Unit Weight - PCC (JTCP)	1/25/2018	1/25/2023		Sarbjit Grewal
CT 533: Ball Penetration - PCC	8/13/2019	8/13/2021	Active	Seree Yenjai
CT 539: Sampling Fresh Concrete (JTCP)	1/25/2018	1/25/2023		Sarbjit Grewal
CT 540: Making Cylinders - PCC (JTCP)	1/25/2018	1/25/2023	Active	Sarbjit Grewal
CT 543: Air Content of PCC - Volumetric Method (JTCP)	1/25/2018	1/25/2023		Sarbjit Grewal
CT 556: Slump - PCC (JTCP)	1/25/2018	1/25/2023	Active	Sarbjit Grewal
CT 557: Temperature - PCC (JTCP)	1/25/2018	1/25/2023		Sarbjit Grewal

Total **9** items.

Test Method	Obtained Date	Expiration Date	Status	IA Responsible
AASHTO T11: Sieve Analysis (Washing) - Fine Aggregates (JTCP)	6/15/2018	6/15/2021	Active	Biplab Bhattacharya
AASHTO T27: Sieve Analysis - Fine and Coarse Aggregates (JTCP)	6/15/2018	6/15/2021		Biplab Bhattacharya
AASHTO R47: Reducing Samples of HMA (JTCP)	6/15/2018	6/15/2021	Active	Biplab Bhattacharya
AASHTO R76: Reducing Samples of Agg (JTCP)	6/15/2018	6/15/2021		Biplab Bhattacharya
AASHTO T176: Sand Equivalent (JTCP)	6/15/2018	6/15/2021	Active	Biplab Bhattacharya
AASHTO T248: Reducing Samples of Agg. (JTCP)	6/15/2018	6/15/2021		Biplab Bhattacharya
AASHTO T255: Evaporable Moisture Content (JTCP)	6/15/2018	6/15/2021	Active	Biplab Bhattacharya
AASHTO T329: Moisture Content (Oven Method) - HMA (JTCP)	6/15/2018	6/15/2021		Biplab Bhattacharya
AASHTO T335: Percentage of Fracture (JTCP)	6/15/2018	6/15/2021	Active	Biplab Bhattacharya

Details for MATT HABBERFIELD

First Name	MATT
Last Name	HABBERFIELD
Status	Active

Total **2** items.

Certified California Tests(CT)

Test Method	Obtained Date	Expiration Date	Status	IA Responsible
CT 231: Relative Compaction - Nuclear Gage	7/24/2018	7/24/2019	Expired	Seree Yenjai
CT 375: AC Density by Nuclear Gage	7/24/2018	7/24/2019		Seree Yenjai

AASHTO/ASTM Proficiencies

Details for EDWARD CLEVELAND

First Name	EDWARD
Last Name	CLEVELAND
Status	Active

Total **9** items.

Certified California Tests(CT)

Test Method	Obtained Date	Expiration Date	Status	IA Responsible
CT 231: Relative Compaction - Nuclear Gage	7/24/2018	11/1/2019	Expired	Seree Yenjai
CT 375: AC Density by Nuclear Gage	7/24/2018	11/1/2019		Seree Yenjai
CT 504: Air Content of PCC - Pressure Method (JTCP)	4/30/2016	4/30/2021	Active	Sarbjit Grewal
CT 518: Unit Weight - PCC (JTCP)	4/30/2016	4/30/2021		Sarbjit Grewal
CT 539: Sampling Fresh Concrete (JTCP)	4/30/2016	4/30/2021	Active	Sarbjit Grewal
CT 540: Making Cylinders - PCC (JTCP)	4/30/2016	4/30/2021		Sarbjit Grewal
CT 543: Air Content of PCC - Volumetric Method (JTCP)	4/30/2016	4/30/2021	Active	Sarbjit Grewal
CT 556: Slump - PCC (JTCP)	4/30/2016	4/30/2021		Sarbjit Grewal
CT 557: Temperature - PCC (JTCP)	4/30/2016	4/30/2021	Active	Sarbjit Grewal

AASHTO/ASTM Proficiencies

Details for Jeffrey Betus

First Name	Jeffrey
Last Name	Betus
Status	Active

Total **20** items.

Certified California Tests(CT)

Test Method	Obtained Date	Expiration Date	Status	IA Responsible
CT 125 AGG: Sampling - AGGREGATES (JTCP)	8/13/2018	8/13/2021	Active	Seree Yenjai
CT 125 GEN: Sampling - GENERAL	8/13/2019	8/13/2021		Seree Yenjai
CT 125 HMA: Sampling - HMA (JTCP)	8/13/2018	8/13/2021	Active	Seree Yenjai
CT 125 PCC: Sampling - PCC	8/13/2019	8/13/2021		Seree Yenjai
CT 206: SpG & Absorption - Coarse Aggregates	7/8/2019	7/8/2020	Active	Seree Yenjai
CT 207: SpG & Absorption - Fine Aggregates	8/13/2019	8/13/2021		Seree Yenjai
CT 229: Durability (JTCP)	5/30/2016	5/30/2019	Expired	Seree Yenjai
CT 308: Bulk SpG and Density - HMA	8/13/2019	8/13/2021		Seree Yenjai
CT 309: Max SpG and Density - HMA	8/13/2019	8/13/2021	Active	Seree Yenjai
CT 370: Moisture Content by Microwave	8/13/2019	8/13/2021		Seree Yenjai
CT 382: AC Content by Ignition Oven	8/13/2019	8/13/2021	Active	Seree Yenjai

CT 504: Air Content of PCC - Pressure Method (JTCP)	5/8/2015	5/8/2020		Sarbjit Grewal
CT 518: Unit Weight - PCC (JTCP)	5/8/2015	5/8/2020	Active	Sarbjit Grewal
CT 521: Compressive Strength - PCC	7/8/2019	7/8/2021		Seree Yenjai
CT 533: Ball Penetration - PCC	7/8/2019	7/8/2021	Active	Seree Yenjai
CT 539: Sampling Fresh Concrete (JTCP)	5/8/2015	5/8/2020		Sarbjit Grewal
CT 540: Making Cylinders - PCC (JTCP)	5/8/2015	5/8/2020	Active	Sarbjit Grewal
CT 543: Air Content of PCC - Volumetric Method (JTCP)	5/8/2015	5/8/2020		Sarbjit Grewal
CT 556: Slump - PCC (JTCP)	5/8/2015	5/8/2020	Active	Sarbjit Grewal
CT 557: Temperature - PCC (JTCP)	5/8/2015	5/8/2020		Sarbjit Grewal

AASHTO re:source (formerly AMRL) My Lab

NV5 West, Inc.

Ventura, California USA

Account #: 5011

Hide/Expand Details

AASHTO Accreditation Details

View Accreditation Certificate

Your Quality Analyst is Amy Reed. Please contact us with any accreditation questions.

Quality Management System - accredited since 12/15/1991
R18, C1077 (Aggregate), C1077 (Concrete), C1093 (Masonry), D3666 (Aggregate), D3666 (Asphalt Mixture), D3740 (Soil), E329 (Aggregate), E329 (Asphalt Mixture), E329 (Concrete), E329 (Masonry)

Asphalt Mixture - accredited since 6/16/2008
T30, T164, T166, T209, T246, T247, T269, T275, T283, T308, T329, T355, D1560 (Stability), D1561, D2041, D2172, D2726, D2950, D3203, D5444, D6307

Soil - accredited since 6/16/2008
R58, T89, T90, T99, T180, T190, T265, T310, T311, D421, D698, D1140, D1557, D2216, D2487, D2844, D4318, D6938

Aggregate - accredited since 12/15/1991
R76, R90, T11, T19, T21, T27, T84, T85, T96, T112, T113, T176, T210, T255, T304, T335, C29, C40, C88, C117, C123, C127, C128, C131, C136, C142, C535, C566, C702, C1252, D75, D2419, D3744, D4791, D5821

Concrete - accredited since 12/15/1991
C31, C39, C78, C138, C143, C172, C173, C231, C511, C617 (6000 psi and below), C1064, C1231 (7000 psi and below)

Masonry - accredited since 9/15/2011
C140 (Concrete Masonry Units) (Sampling and Testing Concrete Masonry Units and Related Units)
C1552 (Capping Concrete Masonry Units, Related Units and Masonry Prisms for Compression Testing)

Iron and Steel - accredited since 2/20/2009
A615-A370 (Carbon-Steel Bars, Deformed and Plain: Tension (Elongation))
A615-A370 (Carbon-Steel Bars, Deformed and Plain: Tension (Ultimate Tensile Strength))
A615-A370 (Carbon-Steel Bars, Deformed and Plain: Tension (Yield Strength))
A615-E290 (Carbon-Steel Bars, Deformed and Plain: Bend Test)
A706-A370 (Low Alloy Steel Bars, Deformed and Plain: Tension (Elongation))
A706-A370 (Low Alloy Steel Bars, Deformed and Plain: Tension (Ultimate Tensile Strength))
A706-A370 (Low Alloy Steel Bars, Deformed and Plain: Tension (Yield Strength))
A706-E290 (Low Alloy Steel Bars, Deformed and Plain: Bend Test)

AASHTO re:source (formerly AMRL) My Lab

NV5 West, Inc.

Bakersfield, California USA

Account #: 102024

Hide/Expand Details

AASHTO Accreditation Details

View Accreditation Certificate

Your Quality Analyst is Amy Reed. Please contact us with any accreditation questions.

Quality Management System - accredited since 8/22/2014
R18, C1077 (Aggregate), C1077 (Concrete), D3666 (Aggregate), D3666 (Asphalt Mixture), D3740 (Soil)

Asphalt Mixture - accredited since 5/28/2015
T30, T166, T209, T269, T275, T308, T312, T324, T329, D2041, D2726, D3203, D5444, D6307, D6925

Soil - accredited since 5/28/2015
R58, T89, T90, T99, T180, T265, D421, D698, D1140, D1557, D2216, D4318

Aggregate - accredited since 8/22/2014
R76, R90, T11, T21, T27, T84, T85, T176, T210, T255, T304, T335, C40, C117, C127, C128, C136, C566, C702, C1252, D75, D2419, D3744, D4791, D5821

Concrete - accredited since 8/22/2014
M201, R60, T22, T23 (Cylinders), T119, T121, T152, T196, T231 (6000 psi and below), T309, C31 (Cylinders), C39, C138, C143, C172, C173, C231, C511, C617 (6000 psi and below), C1064, C1231 (7000 psi and below)

COST PROPOSAL

County Project No. 862319
Federal Project No. HSIPL-5951(149)
US 101 AT CLARK AVENUE
NORTHBOUND INTERCHANGE IMPROVEMENT
Construction Services: Material Testing Estimate

Roadway Excavation

MATERIAL	TEST	TEST NO.	FREQUENCY	UNITS	EST. QUANTITY	Est. Cost $/Unit	
Native	Relative Compaction Curve	ASTM D 1557	1/Soil type	Each	1	$ 185.00	$ 185.00
Native(90% on benches of embankment)	In Place Soil Density	ASTM D 2922	1/2000 sy	Hrs.	36	$ 106.00	$ 3,816.00
Native(95% under road)	In Place Soil Density	ASTM D 2922	1/2000 sy	Hrs.	36	$ 106.00	$ 3,816.00
				~2040CY ; est 4 hrs per test			
				36 hrs field tech			

Imported Borrow

MATERIAL	TEST	TEST NO.	FREQUENCY	UNITS	EST. QUANTITY		
Imported Borrow	Relative Compaction Curve	ASTM D 1557	1/source	Each	2	$ 185.00	$ 370.00
Imported Borrow (90% on emb. Or 95% under Rd.)	In Place Soil Density	ASTM D 2922	1/Lift/2000sy	~72000 SY; est.4 hours per test= 36 x 8 =288 hrs	288	$ 106.00	$ 30,528.00
Imported Borrow	R-Value	California Test 301	1/source	Each (25 min. top 4ft)	2	$ 310.00	$ 620.00
Imported Borrow	Sand Equivalent	California Test 217	1/source	Each	2	$ 115.00	$ 230.00
Imported Borrow	Sieve Analysis	California Test 202	1/source	Each	2	$ 135.00	$ 270.00
Imported Borrow	Plasticity Index & Liquid Limit		1/source	Each (PI 5-20 & LL 40Max)	2	$ 150.00	$ 300.00

Class 2 Aggregate Base

MATERIAL	TEST	TEST NO.	FREQUENCY	UNITS	EST. QUANTITY		
C2 Aggregate Base	Sieve Analysis	California Test 202	1/C2B source	Each	1	$ 135.00	$ 135.00
C2 Aggregate Base	R-Value	California Test 301	1/C2B source	Each	1	$ 310.00	$ 310.00
C2 Aggregate Base	Sand Equivalent	California Test 217	1/C2B source	Each	1	$ 115.00	$ 115.00
C2 Aggregate Base	Durability	California Test 229	1/C2B source	Each	1	$ 215.00	$ 215.00
C2 Aggregate Base	Relative Compaction Curve	ASTM D 1557	1/C2B source	Each	1	$ 210.00	$ 210.00
C2 Aggregate Base (95% OF RC)	In Place Soil Density	ASTM D 2922	1/2000 SY/lift	2040CY in 2 lifts; 8 tests est. 4hrs per test=32 hrs	32	$ 105.00	$ 3,360.00

Hot Mix Asphalt

MATERIAL	TEST	TEST NO.	FREQUENCY	UNITS	EST. QUANTITY		
Blended Aggregate	Aggregate Gradation	AASHTO T27 or CT384 if RAP used	750 TONS or DAY	Each	8	$ 135.00	$ 1,080.00
Fine & Coarse Aggregate	%ofcrushed particles coarse AND fine aggregate (min)	AASHTO T 335	1 per 10,000 tons or 2 per project whichever is greater	Each	2	$ 165.00	$ 330.00
Coarse Aggregate	Los AngelesRattler (max)	AASHTO T96	1 per 10,000 tons or 2 per project whichever is greater	Each	2	$ 185.00	$ 370.00
Fine Aggregate	Sand equivalent (min)	AASHTO T176	750 TONS or DAY	Each	8	$ 115.00	$ 920.00
Blended Aggregate	Aggregate moisture content at continuous mixing plants and RAP moisture content at continuous mixing plants and batch mixing plants	AASHTO T255	750 TONS or DAY	Each	8	$ 30.00	$ 240.00
Coarse Aggregate	Flat and elongated particles (max)	ASTM D4791	1 per 10,000 tons or 2 per project whichever is greater	Each	2	$ 190.00	$ 380.00
Fine Aggregate	Fine aggregate angularity (min)	AASHTO T 304, Method A	1 per 10,000 tons or 2 per project whichever is greater	Each	2	$ 175.00	$ 350.00
Fine Aggregate	Durability Index	AASHTO T210	1 per 3000 tons but not less than 1 per paving day	Each	8	$ 215.00	$ 1,720.00
RAP	Binder content (% within the average value reported)	AASHTO T 164	1/1000tons	Each	2	$ 155.00	$ 310.00
RAP	Specific gravity (within the average value reported)	AASHTO T 209	1/1000tons	Each	2	$ 110.00	$ 220.00
HMA	Asphalt binder content (%)	AASHTO T308- A	750 TONS or DAY	Each	8	$ 155.00	$ 1,240.00
HMA	HMA moisture content (%, max)	AASHTO T329	1 per 2,500 tons but not less than 1 per paving day	Each	8	$ 25.00	$ 200.00
HMA	Air void content(%)	AASHTO T269	1 per 4,000 tons or 2 every 5 paving days, whichever is greater	Each	2	$ 220.00	$ 440.00
HMA	Voids in mineral aggregate (min)(LAB produced)	SP-2	1 per 10,000 tons or2 per project, whichever is greater	Each	2	$ 160.00	$ 320.00
HMA	Voids in mineral aggregate (min)(PLANT produced)	SP-2	||	Each	2	$ 100.00	$ 200.00
HMA	Dust proportion	SP-2	||	Each	2	$ -	$ -
HMA	DENSITY OF CORE	CT 375	2 per paving day	Each	16	$ 60.00	$ 960.00

County Project No. 862319
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US 101 AT CLARK AVENUE
NORTHBOUND INTERCHANGE IMPROVEMENT
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HMA	Nuc Gauge Density	CT 375	3 per 250 tons or 3 per paving day, whichever is greater	HRs	64	$ 106.00	$	6,784.00
HMA	Hamburg wheel track (min number of passes at 0.5-inch rut depth)	AAASTO T324	1 per 10,000 tons or 1 per project, whichever is greater	Each	1	$ 1,250.00	$	1,250.00
HMA	Hamburg wheel track (min number of passes at inflection point)	AAASTO T324	1 per 10,000 tons or 1 per project, whichever is greater	Each	1	$ -	$	-
Asphalt	Asphalt binder (hold-QA only)	Various	Daily if over 300 TN/day	Hrs	8	$ 106.00	$	848.00
Rubberized Hot Mix Asphalt -GapGraded								
MATERIAL	**TEST**	**TEST NO.**	**FREQUENCY**	**UNITS**	**EST. QUANTITY**			
Blended Aggregate	Aggregate Gradation	AASHTO T27 or CT384 if RAP used	750 TONS or DAY	Each	4	$ 135.00	$	540.00
Fine & Coarse Aggregate	%ofcrushed particles coarse AND fine aggregate (min)	AASHTO T 335	1 per 10,000 tons or 2 per project whichever is greater	Each	2	$ 165.00	$	330.00
Coarse Aggregate	Los AngelesRattler (max)	AASHTO T96	1 per 10,000 tons or 2 per project whichever is greater	Each	2	$ 185.00	$	370.00
Fine Aggregate	Sand equivalent (min)	AASHTO T176	750 TONS or DAY	Each	4	$ 115.00	$	460.00
Blended Aggregate	Aggregate moisture content at continuous mixing plants and RAP moisture content at continuous mixing plants and batch mixing plants	AASHTO T255	750 TONS or DAY	Each	4	$ 30.00	$	120.00
Coarse Aggregate	Flat and elongated particles (max)	ASTM D4791	1 per 10,000 tons or 2 per project whichever is greater	Each	2	$ 190.00	$	380.00
Fine Aggregate	Fine aggregate angularity (min)	AASHTO T 304, Method A	1 per 10,000 tons or 2 per project whichever is greater	Each	2	$ 175.00	$	350.00
HMA	Asphalt binder content (%)	AASHTO T308- A	750 TONS or DAY	Each	4	$ 155.00	$	620.00
HMA	HMA moisture content (%, max)	AASHTO T329	1 per 2,500 tons but not less than 1 per paving day	Each	4	$ 25.00	$	100.00
HMA	Air void content(%)	AASHTO T269	1 per 4,000 tons or 2 every 5 paving days, whichever is greater	Each	2	$ 220.00	$	440.00
HMA	Voids in mineral aggregate (min)(LAB produced)	SP-2	1 per 10,000 tons or2 per project, whichever is greater	Each	2	$ 100.00	$	200.00
HMA	Voids in mineral aggregate (min)(PLANT produced)	SP-2	||	Each	2	$ 100.00	$	200.00
HMA	Dust proportion	SP-2	||	Each	2	$ -	$	-
HMA	DENSITY OF CORE	CT 375	2 per paving day	Each	8	$ 60.00	$	480.00
HMA	Nuc Gauge Density	CT 375	3 per 250 tons or 3 per paving day, whichever is greater	Hrs	32	$ 106.00	$	3,392.00
HMA	Hamburg wheel track (min number of passes at 0.5-inch rut depth)	AAASTO T324	1 per 10,000 tons or 1 per project, whichever is greater	Each	1	$ 1,250.00	$	1,250.00
HMA	Hamburg wheel track (min number of passes at inflection point)	AAASTO T324	1 per 10,000 tons or 1 per project, whichever is greater	Each	1	$ -	$	-
Asphalt	Asphalt Rubber binder (hold-QA only)	Various	Daily if over 300 TN/day	Hrs	4	$ 106.00	$	424.00

County Project No. 862319
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US 101 AT CLARK AVENUE
NORTHBOUND INTERCHANGE IMPROVEMENT
Construction Services: Material Testing Estimate

STRAIGHT HEADWALL - CAST IN PLACE CONCRETE							
MATERIAL	**TEST**	**TEST NO.**	**FREQUENCY**	**UNITS**	**EST. QUANTITY**		
PRELIM: Coarse Aggregate	Sieve Analysis	California Test 202	1/mix	Each	1	$ 105.00	$ 105.00
PRELIM: Coarse Aggregate	Cleanness Value	California Test 227	1/mix	Each	1	$ 130.00	$ 130.00
PRELIM: Fine Aggregate	Sand Equivalent	California Test 217	1/mix	Each	1	$ 115.00	$ 115.00
PRELIM: Fine Aggregate	Sieve Analysis	California Test 202	1/mix	Each	1	$ 105.00	$ 105.00
PRELIM: Blended Aggregate	Sieve Analysis	California Test 202	1/mix	Each	1	$ 135.00	$ 135.00
Coarse Aggregate	Sieve Analysis	California Test 202	1/day	Each	1	$ 105.00	$ 105.00
Coarse Aggregate	Cleanness Value	California Test 227	1/day	Each	1	$ 130.00	$ 130.00
Fine Aggregate	Sand Equivalent	California Test 217	1/day	Each	1	$ 115.00	$ 115.00
Fine Aggregate	Sieve Analysis	California Test 202	1/day	Each	1	$ 105.00	$ 105.00
Fresh Concrete	Slump	ASTM C143	2/day	Hrs	16	$ 106.00	$ 1,696.00
Fresh Concrete	Compressive Strength	California Test 539/540	4 Cylinders/day	Each	4	$ 26.00	$ 104.00
STRUCTURE BACKFILL - REINFORCED CONCRETE PIPE							
MATERIAL	**TEST**	**TEST NO.**	**FREQUENCY**	**UNITS**	**EST. QUANTITY**		
STRUCTURE BACKFILL For Pipe	Sieve Analysis	California Test 202	1/mix	Each	1	$ 135.00	$ 135.00
STRUCTURE BACKFILL For Pipe	R-Value	California Test 301	1/mix	Each	1	$ 315.00	$ 315.00
STRUCTURE BACKFILL For Pipe	Sand Equivalent	California Test 217	1/mix	Each	1	$ 115.00	$ 115.00
STRUCTURE BACKFILL For Pipe	Relative Compaction Curve	ASTM D 1557	1/Soil type	Each	1	$ 185.00	$ 185.00
STRUCTURE BACKFILL For Pipe	In Place Soil Density	ASTM D 2922	1/2 lifts/100 lf	Hrs. : 12 tests; 4 hr/test	48	$ 106.00	$ 5,088.00

County Project No. 862319
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SIGNAL FOUNDATIONS							
MATERIAL	**TEST**	**TEST NO.**	**FREQUENCY**	**UNITS**	**EST. QUANTITY**		
PRELIM: Coarse Aggregate	Sieve Analysis	California Test 202	1/mix	Each	1	$ 105.00	$ 105.00
PRELIM: Coarse Aggregate	Cleanness Value	California Test 227	1/mix	Each	1	$ 130.00	$ 130.00
PRELIM: Fine Aggregate	Sand Equivalent	California Test 217	1/mix	Each	1	$ 115.00	$ 115.00
PRELIM: Fine Aggregate	Sieve Analysis	California Test 202	1/mix	Each	1	$ 105.00	$ 105.00
PRELIM: Blended Aggregate	Sieve Analysis	California Test 202	1/mix	Each	1	$ 135.00	$ 135.00
Coarse Aggregate	Sieve Analysis	California Test 202	1/day	Each	1	$ 105.00	$ 105.00
Coarse Aggregate	Cleanness Value	California Test 227	1/day	Each	1	$ 130.00	$ 130.00
Fine Aggregate	Sand Equivalent	California Test 217	1/day	Each	1	$ 115.00	$ 115.00
Fine Aggregate	Sieve Analysis	California Test 202	1/day	Each	1	$ 105.00	$ 105.00
Fresh Concrete	Slump	ASTM C143	2/day	Hrs	56	$ 105.00	$ 5,880.00
Fresh Concrete	Compressive Strength	California Test 539/540	4 Cylinders/day	Each	28	$ 28.00	$ 784.00
PVC Pipe Inspection	Gamma Gamma Logging	CT 233	2 pipes/pile	Each	14	$ 275.00	$ 3,850.00
					Est. SubTotal=		$ 92,540.00
				Travel Rate&Hrs=	124	$ 95.40	$ 11,829.60
				MGMT/PE RATE & Hrs=	47.45641026	$ 195.00	$ 9,254.00
					CONTINGENGY		$ 6,376.40
						EST. TOTAL=	$ 113,623.60
						TOTAL W/CONT.=	$ 120,000.00

FORMS

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: County of Santa Barbara
2. Contract DBE Goal: 0%
3. Project Description: US 101 at Clark Avenue, Northbound Interchange Improvement Federal Aid Project No. HSIPL-5951(149)
4. Project Location: US 101 at Clark Avenue, Orcutt, CA
5. Consultant's Name: NV5 WEST. INC/
6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %

Local Agency to Complete this Section

17. Local Agency Contract Number: _____
18. Federal-Aid Project Number: _____
19. Proposed Contract Execution Date: _____
20. Consultant's Ranking after Evaluation: _____

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

_____ _____
_____ _____
_____

11. TOTAL CLAIMED DBE PARTICIPATION 0 %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

Scott Moors
12. Preparer's Signature

11/27/2019
13. Date

Scott Moors
14. Preparer's Name

805-656-6074
15. Phone

Vice President
16. Preparer's Title

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

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NV5

Delivering Solutions
Improving Lives

EXHIBIT B

PAYMENT ARRANGEMENTS
Cost per Unit of Work

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Exhibit. The specified rate shall include full compensation to CONTRACTOR for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

B. The specified rate to be paid for vehicle expense for CONTRACTOR's field personnel shall be $0.00 and is included in the costs shown in the approved Cost Proposal. This rate shall be for a fully equipped vehicle, with radio and flashing yellow light (if needed), as specified in Exhibit A, Statement of Work.

C. The specified rate to be paid for equipment for CONTRACTOR shall be, as listed in the Cost Proposal, Attachment 1.

D. The method of payment for this contract, except those items to be paid for on a specified rate basis, will be based on **cost per unit of work**. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by contract amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY approved overhead rate set forth in the approved Cost Proposal. In the event, COUNTY determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by COUNTY may be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," shall not be exceeded unless authorized by contract amendment.

E. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

F. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

G. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Section 28, Termination.

H. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

I. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost

and all credits due COUNTY including any equipment purchased under the provisions of Section 11 Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONTRACTOR's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

Philip Gaston, Public Works Transportation, 620 West Foster Rd. Santa Maria, CA, 93455

J. The total amount payable by shall not exceed $ 120,000.00.

K. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

L. All subcontracts shall contain the above provisions.

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, 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 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 contract work.
    iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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