



***CAMARILLO SANITARY DISTRICT  
PROFESSIONAL SERVICES AGREEMENT***

***With***

***NV5 WEST, INC.***

***For***

***WATER RECLAMATION PLANT UPGRADES – PHASE II –***

***PROJECT NO. SS-5119***

***MATERIAL TESTING SERVICES***

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## PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of June 26, 2024 ("Effective Date"), and is between the Camarillo Sanitary District, a Sanitary District organized pursuant to the California Health and Safety Code ("District") and NV5 West, Inc., a Delaware corporation ("Consultant").

### Section 1. Term of Agreement.

Subject to the provisions of Section 20 (Termination of Agreement), the term of this Agreement will be for a period commencing on the Effective Date and will terminate upon the completion of Consultant's services.

### Section 2. Scope and Performance of Services.

- 2.1 Consultant agrees to perform the services set forth in Exhibit A (Scope of Services), which is made a part of this Agreement.
- 2.2 Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
- 2.3 Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit B (Key Personnel & Compensation), which is made a part of this Agreement.
- 2.4 Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subcontractors, if any, listed in Exhibit B to perform the services required under this Agreement. Consultant must notify District and obtain District's written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.
- 2.5 Consultant must obtain District's prior written approval before utilizing any subcontractors to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.
- 2.6 Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.
- 2.7 District may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by District will not constitute a waiver of any of the provisions of this Agreement.
- 2.8 The Consultant must maintain any work site in the District in a safe condition, free of hazards to persons and property resulting from its operations.

### **Section 3. Additional Services and Changes in Services.**

- 3.1** Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by District.
- 3.2** If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the District Manager with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- 3.3** District may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and District. The cost or credit to District resulting from changes in the services will be determined by the written agreement between the parties.

### **Section 4. Familiarity with Services and Site.**

- 4.1** By executing this Agreement, Consultant represents that Consultant:
- (a) has thoroughly investigated and considered the Scope of Services to be performed;
  - (b) has carefully considered how the services should be performed;
  - (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
  - (d) possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.
- 4.2** If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant's own risk until written instructions are received from District.

### **Section 5. Compensation and Payment.**

- 5.1** Subject to any limitations set forth in this Agreement, District agrees to pay Consultant on the basis of the hourly rates and fees as specified in Exhibit B (Key Personnel & Compensation). The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit B, unless additional compensation is approved in writing by District.
- 5.2** The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount.
- 5.3** Each month during the term of this Agreement, Consultant must furnish District with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in Exhibit B. The invoice must detail

charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services. If applicable, the invoice must also provide a budget summary including the total amounts previously invoiced and paid, the current invoice amount and the budget remaining.

- 5.4 District will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by District, the invoice will be returned by District to Consultant for correction and resubmission.
- 5.5 Except as to any charges for work performed or expenses incurred by Consultant that are disputed by District, District will cause Consultant to be paid within 30 days of receipt of Consultant's invoice.
- 5.6 Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to District at the time of payment.
- 5.7 District reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found substantially inadequate.

#### **Section 6. Required Documentation Prior to Performance.**

- 6.1 Consultant may not perform any services under this Agreement until:
  - (a) Consultant furnishes proof of insurance as required under Exhibit C;
  - (b) Consultant provides District with a Taxpayer Identification Number;
  - (c) Consultant obtains a business tax certificate and license, if applicable, and provides proof of compliance; and
  - (d) District gives Consultant a written notice to proceed.
- 6.2 The District will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.

#### **Section 7. Time of Performance; Excusable Delays; Extensions.**

- 7.1 Consultant must adhere to all schedules and deadlines set forth in this Agreement.
- 7.2 Consultant will not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.
- 7.3 If Consultant is delayed by any cause beyond Consultant's control, District may grant, but is not required to, a time extension for the completion of services. If delay occurs, Consultant must notify District within 48 hours, in writing, of the cause and the extent of the delay and how such delay interferes with Consultant's performance of services.

## **Section 8. Cooperation by District.**

All public information, data, reports, records, and maps as are existing and available to District as public records, and which are necessary for carrying out the Scope of Services will be furnished to Consultant in every reasonable way to facilitate, without undue delay, the services to be performed under this Agreement.

## **Section 9. Project Documents.**

- 9.1** All original computer programs, data, designs, drawings, files, maps, memoranda, models, notes, photographs, reports, studies, surveys and other documents (collectively, "**Project Documents**") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of District in such Project Documents. Upon completion, expiration or termination of this Agreement or upon request by District, Consultant must turn over to District all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. District acknowledges and agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at District's own risk. If necessary, Consultant agrees to execute all appropriate documents to assign to District the copyright or intellectual property rights to the Project Documents created pursuant to this Agreement.
- 9.2** Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without district's prior written approval.

## **Section 10. Confidential Information; Release of Information.**

- 10.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant may not release or disclose any such information or work product to persons or entities other than District without prior written authorization from the District Manager, except as may be required by law.
- 10.2** Consultant, its officers, employees, or agents, may not, without prior written authorization from the District Manager or unless requested by the District Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.
- 10.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District will have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.
- 10.4** Consultant must promptly notify District should Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. District retains the right, but has no obligation, to represent

Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite such response.

- 10.5** All media and press releases, including graphic display information, must be approved and distributed solely by District, unless otherwise agreed to in writing by District. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by District.

**Section 11. Consultant's Books and Records.**

- 11.1** Consultant must maintain all documents and records demonstrating or relating to Consultant's performance of services under this Agreement, including ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District under this Agreement. All financial documents or records must be maintained in accordance with generally accepted accounting principles and all other documents must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. All such documents or records must be maintained for at least three years following the final payment under this Agreement.
- 11.2** Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by District or its designated representative. Copies of such documents or records must be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.
- 11.3** Where District has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, District may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records must be granted to District, as well as to its successors-in-interest and authorized representatives.

**Section 12. Status of Consultant.**

- 12.1** Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of District. Consultant has no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.
- 12.2** The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, will have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as provided in this Agreement. Consultant agrees that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, or employees of District.

- 12.3** Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant expressly waives any claim to any such rights or benefits.

**Section 13. Compliance with Applicable Laws.**

- 13.1 In General.** Consultant must use the standard of care in its profession to keep itself informed of and comply with all federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement that apply to the services performed by Consultant.
- 13.2 Professional Licenses and Approvals.** Consultant agrees that it will, at its sole cost and expense, obtain and maintain in effect at all times during the term of this Agreement any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession.
- 13.3 Employment Laws.** Consultant agrees to comply with all applicable federal and state employment laws including those that relate to minimum hours and wages, occupational health and safety, and workers compensation insurance. Consultant further represents that it is an equal opportunity employer and in performing services under this Agreement agrees to comply with all applicable federal and state laws governing equal opportunity employment, and further agrees that it will not discriminate in the employment of persons to perform services under this Agreement on the basis of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any such person, except as may be permitted by California Government Code section 12940.

**Section 14. Unauthorized Aliens.**

Consultant agrees to comply with all of the applicable provisions of the Federal Immigration and Nationality Act (8 U.S.C. § 1101 and following), as it may be amended, and further agrees not to employ unauthorized aliens as defined under the Act. Should Consultant employ any unauthorized aliens for the performance of any work or services covered by this Agreement, and should any liability or sanctions be imposed against District for the use of unauthorized aliens, Consultant agrees to reimburse District for the amount of all such liabilities or sanctions imposed, together with any and all related costs, including attorneys' fees, incurred by District.

**Section 15. Conflicts of Interest.**

- 15.1** Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of District or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 and following), and California Government Code section 1090.
- 15.2** Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the District in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has



any of the financial interests listed in Government Code section 87103.

- 15.3 If Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant must promptly disclose the relationship to District and take such action as District may direct to remedy the conflict.
- 15.4 District understands and acknowledges that Consultant is, as of the Effective Date, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant represents that, except as otherwise disclosed to District, it is unaware of any stated position of District relative to these projects. Any future position of District on these projects will not be considered a conflict of interest for purposes of this section.

#### **Section 16. Indemnification.**

- 16.1 Consultant agrees that it will, to the fullest extent permitted by law, defend, indemnify, and hold harmless District from all Services Claims and Operations Claims (each defined below) related to the performance by Consultant of this Agreement as provided in this section. Consultant acknowledges that District would not enter into this Agreement in the absence of Consultant's commitment to defend, indemnify, and hold harmless District as set forth in this section.
- 16.2 For the purposes of this section, "District" includes District's officers, officials, employees, agents and volunteers, and "Consultant" includes Consultant's officers, officials, employees, agents and subcontractors and any other persons for whom Consultant is legally responsible.
- 16.3 With respect to the performance of professional services under this Agreement where the law establishes a professional standard of care for such services, Consultant agrees to indemnify, and hold harmless District from and against all liabilities, damages, losses, and costs, including but not limited to reimbursement of reasonable attorney's fees and all other costs of defense, to the extent caused by the negligence, recklessness, or willful misconduct of Consultant (collectively, "**Services Claims**").
- 16.4 With respect to the acts and operations of Consultant under this Agreement other than the performance of professional services, Consultant agrees to defend, indemnify, and hold harmless District from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees and all other costs of defense, to the extent caused, in whole or in part, by the negligence, recklessness, or willful misconduct of Consultant, and excepting only those claims, damages, liabilities, losses, and costs caused by District's sole negligence or willful misconduct (collectively, "**Operations Claims**").
- 16.5 Consultant must notify District within five days of receipt of notice of any Operations Claims or Services Claims made or legal action initiated that arises out of or pertains to Consultant's performance of services under this Agreement.
- 16.6 Consultant's duty to defend Operations Claims is a separate and distinct obligation from Consultant's duty to indemnify District for any Operations Claims. With respect to Operations Claims, Consultant is obligated to defend District in all legal, equitable, administrative, or special proceedings, with counsel reasonably approved by District, immediately upon tender to Consultant of an Operations Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the Operations Claim

does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals.

- 16.7** Consultant agrees that settlement of any Operations or Services Claim against District requires the consent of District. District agrees that its consent will not be unreasonably withheld provided that Consultant is financially able (based on demonstrated assets including insurance) to fulfill its obligation to indemnify District for the costs of any such settlement as required under this Agreement.
- 16.8** The insurance required to be maintained by Consultant under this Agreement is intended to ensure Consultant's obligations under this section, but the limits of such insurance do not limit the liability of Consultant.
- 16.9** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant will be fully responsible for all obligations under this section. District's failure to monitor compliance with this requirement imposes no additional obligations on District and will in no way act as a waiver of any rights under this Agreement.
- 16.10** The parties acknowledge and agree that design professionals are required to defend and indemnify the District only to the extent permitted by Civil Code section 2782.8, which allows for claims only to the extent that they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional, and also places limitations on the costs of defense that may be charged to a design professional. The term "design professional," is defined in Section 2782.8, and includes licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities that offer such services in accordance with the applicable provisions of the Business and Professions Code. The parties further acknowledge and agree that the provisions of this Section 16 are to be interpreted and applied to the fullest extent permitted by Civil Code section 2782.8.
- 16.11** The provisions of this section will survive the expiration or earlier termination of this Agreement in accordance with the applicable provisions of Exhibit C (Insurance).

**Section 17. Insurance.**

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit C (Insurance), which is made a part of this Agreement. All insurance policies are subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Manager or District Counsel.

**Section 18. Assignment.**

The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of District, which may be withheld in the District's sole discretion. Any attempted assignment will be

null and void, and will constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

**Section 19. Default; Limitations on Liability.**

- 19.1** In the event that Consultant is in default under the terms of this Agreement, District will have no obligation or duty to continue compensating Consultant for any services performed after District provides written notice to Consultant of such default.
- 19.2** Consultant agrees that no District official, officer, employee or agent will be personally liable to Consultant in the event of any default or breach of District, or for any amount which may become due to Consultant, or for any obligations directly or indirectly incurred under this Agreement.
- 19.3** District's liability under this Agreement is limited to payment of Consultant in accordance with the terms of this Agreement and excludes any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

**Section 20. Termination of Agreement.**

- 20.1** District may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant must cease immediately all work and services in progress.
- 20.2** Consultant may terminate this Agreement at any time upon 30 days' prior written notice of termination to District.
- 20.3** Upon termination of this Agreement by either Consultant or District, all property belonging to District that is in Consultant's possession must be returned to District. Consultant must promptly deliver to District a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.
- 20.4** Consultant acknowledges District's rights to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from District's termination of this Agreement.

**Section 21. Notices.**

- 21.1** All written notices required or permitted to be given under this Agreement will be deemed made when received by the other party at its respective address as follows:

To District:

Camarillo Sanitary District  
601 Carmen Drive  
Camarillo, California 93010

Attention: James Campero

Tel. (805) 388-5340  
Fax (805) 388-5387  
E-Mail jcampero@cityofcamarillo.org

To Consultant:

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

Attention: Ed Sullivan

Tel. (805) 656-6074  
Fax n/a  
E-Mail ed.sullivan@nv5.com

- 21.2** Notice will be deemed effective on the date personally delivered or electronically transmitted by facsimile. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.
- 21.3** Any party may change its notice information by giving notice to the other party in compliance with this section.

## **Section 22. General Provisions.**

- 22.1 Authority to Execute; Counterparts.** Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties.
- 22.2 Entire Agreement.** This Agreement, including the attached Exhibits A through C, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.
- 22.3 Binding Effect.** This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.
- 22.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the District Board or District Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 22.5 Electronic Signatures; Counterparts.** This Agreement and any amendment will be considered executed when the signature page of a party is delivered by electronic transmission. Such electronic signatures will have the same effect as an original signature. This Agreement may be executed in multiple counterparts.
- 22.6 Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 22.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 22.8 Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected and the Agreement will be read and construed without the invalid, void or unenforceable provision.

**22.9 Venue.** In the event of litigation between the parties, venue will be exclusively in a state court in the County of Ventura.

**THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF** the parties hereby execute this Agreement as follows:

**CAMARILLO SANITARY DISTRICT**

\_\_\_\_\_  
Greg Ramirez, District Manager

**ATTEST:**

\_\_\_\_\_  
Kristy Buxkemper, Assistant Secretary

**NV5 WEST, INC.,** a Delaware Corporation

\_\_\_\_\_  
*Scott Moors*  
Scott Moors, Vice President

\_\_\_\_\_  
*Popalzai*  
Shafiq Popalzai, P.E., Vice President/Senior Principal

Camarillo Business Tax Certificate No. 033914 / Expiration Date 11/30/2024

**EXHIBIT A**

**SCOPE OF SERVICES**

**[Attached]**

# EXHIBIT A



February 13, 2024

**Camarillo Sanitary District**  
601 Carmen Drive  
Camarillo, Ca. 93010

Proposal No: 2023.06.238.2

ATTENTION: Mike Kang

email: [MKang@cityofcamarillo.org](mailto:MKang@cityofcamarillo.org)

SUBJECT: **Proposal for Concrete Materials Evaluation  
Influent Pump Station and Headworks, Filter Influent Pump Station, and Chlorine  
Contact Basins, Camarillo Sanitary District Wastewater Treatment Plant No. 3**

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

Based upon the information provided by the Camarillo Sanitary District, there are three areas to be investigated for concrete distress. This phase of study will investigate concrete conditions at the Influent Pump Station and Headworks, Filter Influent Pump Station, and Chlorine Contact Basins.

NV5's proposed scope of services are detailed below. NV5 will provide a report with a summary of material tests and a structural evaluation of the structures. If, subsequent to the materials evaluation report, the determination is made to replace or repair some of all of the structures, NV5 can provide a separate proposal to prepare plans and specifications for the next phase of work.

## **Scope of Work and Cost Estimate**

### **Project Preparation**

	Rate	Units	Total
Site Reconnaissance - Principal Engineer	\$ 222 hr	4	\$ 888.00
Sr Staff Engineer	\$ 146 hr	4	\$ 584.00
Field Vehicle	\$ 66.00 dy	2	\$ 132.00
Mileage	\$ 0.760 mi	350	\$ 266.00
			<hr/>
			\$ 1,870.00

**Concrete Sampling and Testing at Influent Pump Station and Headworks, Filter Influent Pump Station, and Chlorine Contact Basins, (Distressed Concrete)**

*Perform Schmidt Hammer survey of the structures to evaluate homogeneity of concrete strength. Assume 6 areas structures with ~3'(v) x15'(h) grid spacing. Testing on exterior face only.*

*Collect 4" Ø (nominal) concrete cores by wet-diamond coring. A total of ~20 cores will be collected with 3 each from Influent Pump Station, Headworks, Filter Influent Pump Station, and Chlorine Contact Basins. Four sets of cores for compression strength testing of existing concrete will be collected in sets of 3 (12 cores total). Eight cores for petrographic analysis will also be collected. Cores collected below the ordinary water level of the structure will be cut to 60% of the depth of the structure wall. Rebar will be located using Ground Penetrating Radar prior to coring. Coreholes will be patched with high-strength, non-shrink grout.*

Principal Engineer	\$	222	hr	6	\$	1,332.00
Sr Engineer	\$	210	hr	4	\$	840.00
Sr Staff Engineer - Crack Mapping, & Schmidt Hammer	\$	146	hr	8	\$	1,168.00
Coring & Sampling - Sr Staff Engineer	\$	146	hr	20	\$	2,920.00
Wet-Diamond Core Truck w/ Operator	\$	255	hr	20	\$	5,100.00
<i>(Mobilize, locate rebar, cut 6-8 concrete cores, patch holes w/ high-strength, non-shrink grout)</i>						
Patch Materials - High-Strength Non-Shrink Grout	\$	10	ea	20	\$	200.00
Ground Penetrating Radar + Pachometer	\$	496	dy	2	\$	992.00
Schmidt Hammer	\$	80.50	dy	1	\$	80.50
Phenolphthalein Testing for Depth of Carbonization	\$	45	ea	20	\$	900.00
Photo document Core samples - Sr Staff Engr	\$	146	hr	2	\$	292.00
Compression Test - Concrete Core	\$	55.50	ea	12	\$	666.00
End Prep of Concrete Cores	\$	18.10	ea	12	\$	217.20
Petrographic Examination (ASTM C856)	\$	1,185	ea	4	\$	4,740.00
Sr Staff Engineer - Sample Concrete Efflorescence- SO <sub>4</sub> Content	\$	146	hr	4	\$	584.00
X-Ray Defraction Analysis of Efflorescence	\$	403	ea	4	\$	1,610.00
<i>(subcontract XFD Analysis to Chemistry of Concrete lab, Goleta, CA)</i>						
Field Vehicle	\$	66.00	dy	4	\$	264.00
Mileage/Trip Charge	\$	30	ea	4	\$	120.00
						<hr/>
						\$ 22,025.70

**1/2-Cell Corrosion Survey - Selected Areas - Influent Pump Station and Headworks, Filter Influent Pump Station, and Chlorine Contact Basins**

*Perform 1/2-cell corrosion survey to evaluate for presence and extent of reinforcing steel corrosion on selected areas of 4 structure areas. Assume 4 areas with partial coverage of the structure. Assume ~18-24" grid spacing over ~4'x40' area times 4 areas. Testing on exterior face only.*

Principal Engineer	\$	222	hr	3	\$	666.00
Staff Engineer	\$	130	hr	32	\$	4,160.00
1/2 Cell Corrosion Meter & Consumables	\$	432	dy	2	\$	864.00
Field Vehicle	\$	66.00	dy	2	\$	132.00
Mileage/Trip Charge	\$	30	ea	2	\$	60.00
						<hr/>
						\$ 5,882.00

**Structural Engineering Review & Evaluation**

Sr Engineer	\$	210	hr	8	\$	1,680.00
Principal Engineer	\$	222	hr	2	\$	444.00
						<hr/>
						\$ 2,124.00



### Materials Evaluation Report

The Materials Evaluation Report will summarize the findings of the field and laboratory materials testing and petrographic analyses and present conclusions regarding repair and/or replacement options for the evaluated facilities.

Principal Engineer	\$	222 hr	12	\$	2,664.00
Sr Engineer	\$	210 hr	15	\$	3,150.00
Staff Engineer	\$	130 hr	40	\$	5,200.00
(Project Management & Report - letter report summarizing field sampling and test results)					\$ 11,014.00

### Client Meetings & Project Management

Principal Engineer	\$	222 hr	5	\$	1,110.00
Construction Services Manager	\$	210 hr	12	\$	2,520.00
					\$ 3,630.00


**Time & Materials Fee Estimate - Concrete Evaluation Services:** \$ 46,545.70

### Assumptions:

- 1 Field time will be billed on a portal to portal basis from our Ventura office. Travel time for this project is estimated at 20 minutes each way.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum. Any additional work will need to be approved by the District if it exceeds the Fee Estimate listed above. Additional services not specifically included in this proposal will be billed on a time-and-materials basis in accordance with our current Camarillo Sanitary District Fee Schedule.
- 3 Prevailing Wage requirements are applicable to this Project

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

Respectfully Submitted,  
NV5 West, Inc.

  
\_\_\_\_\_  
Scott Moors, CEG 1901  
Vice President

  
\_\_\_\_\_  
Ed Sullivan  
Construction Services Manager

Attachment: Figure 1 - Field Exploration and Sampling Plan

**EXHIBIT B**

**KEY PERSONNEL & COMPENSATION**

1. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement is Scott Moors, Vice President.

2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed: \$46,545.70.

**KEY PERSONNEL:**

<b>Name</b>	<b>Title/Position</b>
<b>Ed Sullivan</b>	<b>Construction Services Manager</b>

**FEE SCHEDULE – See Attached**

# EXHIBIT B



**NV5 WEST, Inc.**

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

## CAMARILLO GEOTECHNICAL / MATERIALS TESTING FEE SCHEDULE

### GENERAL TERMS & CONDITIONS

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

**Turn-Around-Time** - Standard TAT indicated in superscript.

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

**PRIORITY**: 100% surcharge: Completed as fast as possible per method. See notes regarding TAT at bottom of page 3.

**Project Setup** - A \$165 fee applies for setup and administration of On-Call agreements and contracts less than \$3,000.

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

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

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

Overtime for Prevailing Wages will add \$34/hr to the quoted rate and \$66/hr for doubletime.

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

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

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

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

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

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

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

**Project Management & Report Distribution** - All assignments are under the supervision of a Registered Professional Engineer. Engineering time of 0.1 hour per inspection day or ½-hour/week (min) will be included for scheduling, management, report review, and data evaluation. Up to 2 hard copies of reports are provided at no additional charge. Additional hard copies will be billed at \$2 per report.

**Outside Services / Drillers-CPT / Subcontractors** - Cost plus 10%.

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

**Sample Disposition** - Unless previously arranged, all samples will be disposed of upon completion of testing. Any samples suspected of contamination will be returned to Client. If requested, retained samples may be archived for a specified period for an agreed monthly fee.

**Certified Payroll** - A \$46 per week, per project processing fee for Certified Payroll will be assessed on Prevailing Wage Projects.

**Escalation** - Listed rates are subject to annual escalation consistent with the Consumer Price Index (www.bls.gov). Prevailing Wage labor rates will be adjusted in accordance with DIR mandated increases plus 50%. (<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>)

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

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

**2024**

#### A. Professional Staff

Principal Engineer/Geologist/Consultant	222.00	\$
Senior Engineer/Geologist/Consultant (PE, CEG)	210.00	\$
Project Engineer/Geologist/Consultant	167.00	\$
Sr. Staff Engineer/Geologist/Consultant	146.00	\$
Staff Engineer/Geologist/Consultant	130.00	\$
Construction Manager	216.00	\$
Construction Services Manager	210.00	\$
Project Manager	152.00	\$

## NV5 2024 FEE SCHEDULE

Fee Schedule Calendar Year:		2024
<u>B. Technical Staff</u>		
ICC Special Inspector* / Soil-Asphalt-ACI Technician	129.00	\$
AWS Certified Welding Inspector	129.00	\$
Roofing/Waterproofing Inspector	129.00	\$
NDT Technician I (UT/Mag Part./Dye Pen.)	129.00	\$
<u>C. DSA/OSPHD Inspection</u>		
Project Inspector / OSHPD IOR C, DSA PI III	121.00	\$
Project Inspector / OSHPD IOR B, DSA PI II	121.00	\$
Project Inspector / OSHPD IOR A, DSA PI I	131.00	\$
DSA Masonry / Shotcrete Inspection I	115.00	\$
<u>D. Sample Pickup, Delivery, Storage and Mileage</u>		
Sample Pickup/Delivery (>25mi. radius of Lab) – plus applicable unit price	74.50	\$
Saturday Pickup (hourly, 4 hr minimum, plus mileage)	112.00	\$
Mileage / Trip Charge – Field Vehicle (\$30/day minimum charge)	0.76	\$
Mileage – Coring Truck	0.88	\$
Vehicle – Field Truck	66.00	\$
<u>F. Support Staff and Special Services</u>		
Laboratory Technician	112.00	\$
Certified Payroll Admin. (0.5 hr min./wk)	86.50	\$
Court Appearance and Depositions (4 hr min)	374.00	\$
Clerical	70.00	\$
Special Inspection Verified Report (SIVR/VR)	276.00	\$
Laboratory / Geotech. Verified Rpt (DSA 291/293 – Test only)	486.00	\$
Combined Lab Verified Report (DSA 291 – Tests & Inspections)	670.00	\$
DSA 5 SI (Inspector Qualifications)	91.50	\$
<b><u>II. EQUIPMENT &amp; MATERIALS</u></b>		
1. Air Meter (Concrete)	55.50	\$
2. Asphalt Patch (cold patch / cutback) – per bag	40.50	\$
3. Calibrated Ram (Pull test)	118.00	\$
4. Ceiling Wire Dead-Weight Equip.	199.00	\$
5. Coating Thickness Gauge	111.00	\$
6. Concrete Slab Moisture Emission Kit / RH Probe (ea.)	69.00	\$
7. Floor Flatness (plus labor – 4hr min)	710.00	\$
8. Durometer Gauge (Shore A/D)	64.00	\$
9. Dynamic Cone Penetrometer (Wildcat w/ 35 lb hammer)	575.00	\$
10. Generator - Portable	116.00	\$
11. Ground Penetrating Radar (GPR) – (plus labor – 4 hr min)	496.00	\$
12. Hardness Gauge (Brinell, Rockwell)	135.00	\$
13. Non-Shrink High-Strength Grout (per bag)	52.50	\$
14. Nuclear Gauge	31.00	\$
15. Pachometer (Rebar) Survey Equipment	118.00	\$
16. Scaffold – Portable	123.00	\$
17. Schmidt Hammer	80.50	\$
18. Skidmore Wilhelm, per day	240.00	\$
19. Torque Wrench (Large, >100 ft-lb), per day	68.00	\$
20. Torque Wrench (Small), per day	17.50	\$
21. Ultrasonic / Mag. Particle Equipment & Consumables	74.50	\$

Fee Schedule Calendar Year:

2024

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

A. Soils - Geotechnical	262.00	\$
1. Atterberg Limits	186.00	\$
2. Consolidation (up to 9 Load/Rebound Pts) – ASTM D2435 <sup>E</sup>	422.00	\$
3. Collapse – ASTM D4546 <sup>B</sup>	204.00	\$
4. additional Load Increment (Consol./Collapse) – per pt.	50.50	\$
5. Direct Shear, remolded sample – ASTM D3080 <sup>D</sup>	354.00	\$
6. Direct Shear, undisturbed (ring) sample – ASTM D3080 <sup>D</sup>	328.00	\$
7. Expansion Index – ASTM D4829 <sup>B</sup>	199.00	\$
8. Moisture & Dry Density (ring samples) <sup>A</sup>	26.50	\$
9. Permeability, Constant Head – remolded - ASTM D2434, CT 220 <sup>D</sup>	555.00	\$
10. pH (soil) – ASTM D4972 <sup>C</sup>	43.00	\$
11. Resistivity – ASTM G57 <sup>C</sup>	73.50	\$
12. Resistivity (Minimum), includes pH – CTM 643 <sup>C</sup>	191.00	\$
13. Soil Classification – ASTM D2488 – Visual-Manual <sup>A</sup>	55.00	\$
14. Soluble Chloride (soils) <sup>C</sup>	99.50	\$
15. Soluble Sulfate (soils) <sup>C</sup>	99.50	\$
16. Unconfined compression on prepared specimens	148.00	\$
B. Particle Size Analysis		
1. Sand equivalent (ASTM 2419, CTM 217) <sup>A</sup>	142.00	\$
2. Sieve #200 wash only (ASTM D1140, CTM 202) <sup>A</sup>	104.00	\$
3. Sieve (coarse or fine only, no wash – ASTM C136, CTM 202) <sup>A</sup>	118.00	\$
4. Sieve (coarse & fine w/ wash – ASTM C136, CTM 202) <sup>A</sup>	167.00	\$
5. Hydrometer w/ Fine Sieve (ASTM D422, CTM 203) <sup>B</sup>	231.00	\$
6. Hydrometer w/ Fine & Coarse Sieve (ASTM D422, CTM 203) <sup>B</sup>	262.00	\$
C. Moisture Density Relationship		
1. Max. Density-Opt. Moisture (4 in. mold) – ASTM D1557, D698 <sup>A</sup>	231.00	\$
2. Max. Density-Opt. Moisture (6 in. mold) – ASTM D1557, D698 <sup>A</sup>	262.00	\$
3. Max. Density-Opt. Moist. w/ Rock Corr. – ASTM D1557, D4718 <sup>A</sup>	368.00	\$
4. Maximum Density Checkpoint (4 in. mold) <sup>A</sup>	92.50	\$
5. Caltrans Relative Compaction (Wet Density) – CTM 216 <sup>A</sup>	278.00	\$
D. Aggregate, Soil & Rock		
1. Abrasion Resistance by LA Rattler – ASTM C131, CTM 211 <sup>B</sup>	231.00	\$
2. Absorption, sand or gravel – ASTM C127, C128 <sup>B</sup>	73.50	\$
3. California bearing ratio (CBR) with expansion – ASTM D1883 <sup>C</sup>	512.00	\$
4. Clay lumps and friable particles, per primary size – ASTM C142 <sup>C</sup>	142.00	\$
5. Cleanness Test – ASTM D4740, CTM 227 <sup>A</sup>	161.00	\$
6. Crushed particles, per primary size <sup>C</sup>	204.00	\$
7. Durability Index (\$120 per size fraction) – CTM 229 <sup>A</sup>	268.00	\$
8. Flat & Elongated Particles (per bin size) – ASTM D4791 <sup>C</sup>	236.00	\$
9. Lightweight pieces, per size fraction – ASTM C123 <sup>C</sup>	498.00	\$
10. Moisture determination (aggregate samples) <sup>A</sup>	41.50	\$
11. Mortar making properties of Sand ASTM C87 <sup>D</sup>	472.00	\$
12. Organic Impurities – ASTM C40, CTM 213 <sup>B</sup>	99.50	\$
13. Petrographic Analysis of Gravel – ASTM C295 (single grading) <sup>E</sup>	555.00	\$

## NV5 2024 FEE SCHEDULE

Fee Schedule Calendar Year:		2024
14. Petrographic Analysis of WC Sand – ASTM C295 (pre-graded) <sup>E</sup>		1,060.00 \$
15. Potential Reactivity Test ASTM C289 Chemical Method <sup>D</sup>		615.00 \$
16. Potential Reactivity ASTM C227 Mortar Bar Method (3 month) <sup>E</sup>		980.00 \$
Each additional month		146.00 \$
17. Potential Reactivity Test ASTM C1260 Rapid Method <sup>E</sup>		775.00 \$
18. Potential Reactivity ASTM C1293 Mortar Bar w/ Pozz (12 month) <sup>E</sup>		1,985.00 \$
Extend to 24-months add (C1293 requires Sp.Grav. & Unit Weight)		995.00 \$
19. Potential Reactivity Test ASTM C1567 Rapid-Cement Combo <sup>E</sup>		945.00 \$
20. 'R' Value - ASTM D2844, CT 301 (Treated material by quote) <sup>B</sup>		392.00 \$
21. Specific gravity - coarse (ASTM C127, CTM 206) <sup>B</sup>		137.00 \$
22. Specific gravity - fine (ASTM C128, CTM 207) <sup>B</sup>		161.00 \$
23. Sulfate Soundness, 5 cycle test per primary size – ASTM C88 <sup>D</sup>		454.00 \$
24. Thermal Resistivity of Soil (including 1 proctor curve)		1,170.00 \$
25. Uncompacted Void Content of Fine Aggregate – AASHTO T304 <sup>B</sup>		217.00 \$
26. Unit weight – ASTM C29		88.50 \$
E. Soil-Cement / CTB Tests		
1. Lime Treatment: pH by Eades & Grim – ASTM D62676 <sup>B</sup>		402.00 \$
2. Lime Treatment: Fabrication & Compaction – ASTM D3551 <sup>B</sup>		496.00 \$
3. Lime Treatment: Compressive Strength – ASTM D5102 <sup>B</sup>		123.00 \$
4. Soil Cement – Moist.-Dens. - ASTM D558 – Lab Mixed <sup>B</sup>		344.00 \$
5. Soil Cement – Moist.-Dens. - ASTM D558 – Field Mixed <sup>C</sup>		298.00 \$
6. Soil Cement – Wet-Dry Durability – ASTM D559 <sup>E</sup>		1,370.00 \$
7. Soil Cement – Freeze-Thaw Durability – ASTM D560 <sup>E</sup>		1,285.00 \$
8. Soil Cement – Mix, Compact & Cure Specimen – ASTM D1632 <sup>A</sup>		146.00 \$
9. Soil Cement – Compressive Strength - ea sample – ASTM D1633 <sup>A</sup>		73.50 \$
10. Cement Treated Base (CTB), compact, cure & test <sup>E</sup>		324.00 \$
1. Cement Treated Base – Compression (make, cure, test – 3 spec)		700.00 \$
2. Cement Treated Base – Stability		650.00 \$
F. Rip Rap / Rock Slope Protection / Dimensional Stone Tests		
1. Rock Gradation <sup>D</sup>		
2. Absorption / Apparent Specific Gravity – ASTM C127, CTM 206 <sup>D</sup>		146.00 \$
3. Durability – CTM 229 <sup>D</sup>		308.00 \$
4. Percentage Wear – ASTM C131 <sup>D</sup>		264.00 \$
5. Compressive Strength – ASTM C170 <sup>D</sup>		118.00 \$
6. Water Absorption & Density – ASTM C97 (3 required) <sup>D</sup>		80.50 \$
7. Modulus of Rupture – ASTM C99 <sup>D</sup>		142.00 \$
8. Flexural Strength – ASTM C880 <sup>D</sup>		161.00 \$
9. Sulfate Soundness – ASTM D5240 (5 cycle) <sup>E</sup>		454.00 \$
10. Sample Preparation (cutting/crushing/processing – 1 hr min)		264.00 \$
<b>IV. LAB TESTS: CEMENT, CONCRETE, &amp; MASONRY</b>		
B. Concrete		
1. Concrete compression: 6x12 cylinder – ASTM C39 <sup>A</sup>		31.00 \$
2. Concrete compression: 4x8 cylinder – ASTM C39 <sup>A</sup>		24.50 \$
3. Concrete cylinder pickup: 6x12 (>25mi. radius of Lab + hourly pickup rate)		14.88 \$
4. Concrete cylinder pickup: 4x8 (>25mi. radius of Lab + hourly pickup rate)		11.67 \$
5. Concrete cylinder mold (w/ lid - spare)		7.00 \$

### Fee Schedule Calendar Year:

6. Concrete core compression test – ASTM C42 <sup>C</sup>	55.50	\$
7. Concrete Trial Batch (includes 6 compression tests)	950.00	\$
8. Concrete Mix Design Review (excludes testing & revisions)	284.00	\$
9. Concrete mix proportion revision	187.00	\$
10. Density of concrete cylinder (unit weight) <sup>C</sup>	79.50	\$
11. Drying shrinkage – ASTM C157 (set of 3, 5 ages) <sup>E</sup>	615.00	\$
12. End preparation of cores, diamond sawing, per cut	18.10	\$
13. Flexural beam pick-up (>25mi. radius of Lab add hourly pickup rate)	47.00	\$
14. Flexural strength, 6"x6" beam – ASTM C78 & C293 <sup>A</sup>	95.50	\$
15. Shotcrete/Gunite core compression test (not including coring)	43.00	\$
16. Coring of Shotcrete/Gunite panel in laboratory, each core	62.00	\$
17. Shotcrete/Gunite panel pick-up (>25mi. radius of Lab + hourly pickup rate)	47.00	\$
18. Lab trial batch, not including specimen tests		
19. Lightweight. insulating concrete compress, 4 req. – ASTM C495	62.00	\$
20. Lightweight insulating concrete – unit weight (oven dry)	118.00	\$
21. Modulus of elasticity, 4"x8" cylinder – ASTM C469 <sup>D</sup>	266.00	\$
22. Non-Shrink (Dry-Pack) Grout Compression – 2"x2"x2"	120.00	\$
23. Petrographic Analysis - Hardened Concrete – ASTM C856 (per core) <sup>E</sup>	1,185.00	\$
24. Splitting tensile – ASTM C496 <sup>D</sup>	217.00	\$
25. Thermal Resistivity – Concrete - FTB	1,170.00	\$
 C. Masonry		
1. Absorption - brick, 5 required – ASTM C67 <sup>D</sup>	92.50	\$
2. Absorption - masonry unit, 3 required – ASTM C140 <sup>D</sup>	66.00	\$
3. Compression, brick, 5 required – ASTM C67 <sup>D</sup>	55.00	\$
4. Compression - masonry core <sup>C</sup>	55.00	\$
5. Compression - masonry prisms 8"x 8" – ASTM C1314	187.00	\$
6. Compression - masonry unit, 3 required – ASTM C140 <sup>D</sup>	99.50	\$
7. Dimensions – masonry unit, 3 required <sup>D</sup>	51.50	\$
8. Compression test, grout specimens	37.00	\$
9. Compression test, mortar specimens	37.00	\$
4. Diamond sawing of masonry specimens, if required (minimum)	37.00	\$
5. Efflorescence	68.00	\$
6. Linear shrinkage, masonry unit, set of 3 – ASTM C426 <sup>E</sup>	366.00	\$
7. Masonry Prism Pickup (ea.)	55.00	\$
8. Masonry Unit Acceptance Tests – ASTM C140 <sup>D</sup>	730.00	\$
1. Mortar Aggregate Ratio – ASTM C780 (A4) <sup>B</sup>	402.00	\$
2. Modulus of rupture, brick, 5 required – ASTM C67 <sup>D</sup>	51.50	\$
3. Moisture content - masonry unit (as received, 3 req'd) – ASTM C140 <sup>D</sup>	51.50	\$
4. Relative Mortar Strength - CTM 515 <sup>D</sup>	490.00	\$
5. Shear test on masonry core – CBC 2105A.4 <sup>B</sup>	129.00	\$
6. Tensile test on masonry block	236.00	\$
7. Unit weight, masonry unit, 3 required – ASTM C140 <sup>D</sup>	55.50	\$
8. Visual Examination & Photo-Document Core – CBC 2105A.4 <sup>B</sup>	55.50	\$

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

A. General Testing		
1. Processing mill certification (each size & heat)	24.50	\$
2. Rockwell or Brinell Hardness, average of three readings	43.00	\$
3. Zinc coating, each item (includes Haz Mat Fee) <sup>C</sup>	268.00	\$



*Fee Schedule Calendar Year:*

**2024**

**B Reinforcing Steel**

1. Deformation, reinforcing steel <sup>C</sup>	73.50	\$
2. Pre-stress, strand or wire, tensile & elongation <sup>D</sup>		
3. Proof test on post-tension assembly		
4. Bend Test (rebar) <sup>C</sup>	2.34	\$
5. Tensile test (rebar), up to & including #8 <sup>C</sup>	66.00	\$
6. Tensile test (rebar) #9, #10, #11 <sup>D</sup>	118.00	\$
7. Tensile test (rebar) #14, #18 <sup>D</sup>	266.00	\$
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar) <sup>D</sup>	266.00	\$

**C. Structural Steel**

1. Cutting & machining charges	cost + 15%	
2. Bend test, structural, all sizes	92.50	\$
3. Tensile test, structural, <3/4" cross-section (cutting & machining extra)*	92.50	\$
4. Tensile test, structural, >3/4" cross-section (cutting & machining extra)*	155.00	\$
5. Flattening test of pipe	80.50	\$

**D. High Strength Bolts**

1. DSA-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer) <sup>D</sup>	416.00	\$
2. Bolts – proof load (non-DSA) <sup>D</sup>	55.00	\$
Bolts – ultimate load <sup>D</sup>	80.50	\$
Bolts – hardness <sup>D</sup>	43.00	\$
3. Nuts – proof load <sup>D</sup>	55.00	\$
Nuts – hardness <sup>D</sup>	43.00	\$
4. Washers – hardness <sup>D</sup>	43.00	\$

**VI. MISCELLANEOUS MATERIALS TESTS**

1. Calibration Certificates		
2. Density of Sprayed Fireproofing	104.00	\$
3. Roof Tile Strength	118.00	\$
4. Roof Tile Absorption	92.50	\$
5. Roof Cut Tests (total weight only)	104.00	\$
6. Jobsite Trailer or Mobile Laboratory		
7. Universal Testing Machine (Hourly)	262.00	\$
8. Ground Rod Test (plus travel)	219.00	\$

**VII. ASPHALT & ASPHALT CONCRETE TESTS**

**A. Emulsions and Slurry Seals**

1. Consistency test – ASTM D3910 <sup>A</sup>	118.00	\$
2. pH determination <sup>B</sup>	92.50	\$
3. Oven cook off (% residue) <sup>A</sup>	124.00	\$
4. Solids content by evaporation and ignition extraction (slurry) <sup>A</sup>	278.00	\$
5. Wet Track Abrasion – ASTM D3910 (prep. not included) <sup>A</sup>	334.00	\$

**B. Asphaltic Concrete, Aggregate and Mixes**

1. Bulk Specific Gravity (HVEEM – 3 pt. LTMD) CT308 / T166 <sup>A</sup>	272.00	\$
2. Coring of asphaltic concrete – See Section E Diamond Coring		
3. Extraction, % bitumen and sieve analysis		
Ignition Oven Method – CTM 382, 202 <sup>A</sup>	292.00	\$



<i>Fee Schedule Calendar Year:</i>		<b>2024</b>
Solvent Extraction Method – ASTM D2172 <sup>B</sup>		490.00 \$
3. Extraction, % bitumen only		
Ignition Oven Method – CTM 382 <sup>A</sup>		192.00 \$
Solvent Extraction Method – ASTM 2172 <sup>B</sup>		378.00 \$
4. Film stripping – CTM 302 <sup>C</sup>		204.00 \$
5. Gyratory Compaction, 6” specimen, Lab Mix* – AASHTO T312 <sup>B</sup>		434.00 \$
6. Gyratory Compaction, 6” specimen, Plant Mix* – AASHTO T312 <sup>B</sup>		372.00 \$
8. Hamburg Wheel Track – AASHTO T324 <sup>B</sup>		1,805.00 \$
9. Ignition Oven Correction Factor – CTM 382 <sup>B</sup>		810.00 \$
10. Marshall – Preparation & Compaction <sup>A</sup>		239.00 \$
11. Marshall - Stability and flow (core) – ASTM D6927 <sup>A</sup>		155.00 \$
12. Marshall - Stability and flow (bulk) – ASTM D6927 <sup>B</sup>		404.00 \$
13. Marshall - Specific Gravity – ASTM D2926 <sup>A</sup>		278.00 \$
14. Mix proportion - Marshall Method <sup>D</sup>		3,610.00 \$
with RAP		4,605.00 \$
15. Mix proportion - HVEEM Method <sup>D</sup>		3,365.00 \$
with RAP		4,360.00 \$
16. Theoretical Maximum Specific Gravity (RICE) – D-2041, CT 309 <sup>A</sup>		249.00 \$
17. Moisture content – ASTM D-1461 <sup>A</sup>		142.00 \$
18. Recovery of Extracted Asphalt (extraction only) - ASTM D5404 <sup>D</sup>		310.00 \$
19. Recovery of rubber from ARHM extraction <sup>D</sup>		392.00 \$
20. Specific gravity of core – ASTM D2726 <sup>A</sup>		73.50 \$
21. HVEEM Stabilometer test on premixed sample – CTM 366 <sup>A</sup>		231.00 \$
Stabilometer test and mixing of sample <sup>B</sup>		
22. Surface Abrasion – CTM 360 <sup>C</sup>		650.00 \$
23. Resistance to Moisture Induced Damage – T-283 <sup>D</sup>		3,295.00 \$
24. Resistance to Moisture Induced Damage – CT 371 <sup>D</sup>		2,305.00 \$

**EXHIBIT C**  
**INSURANCE**

1. **Required Insurance.** Before commencing any services, Consultant must procure and maintain in full force and effect during the term of this Agreement the following types of insurance with at least the minimum coverage listed and subject to the applicable additional requirements set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability	\$1,000,000 / \$2,000,000 aggregate
Business Automobile Liability	\$1,000,000
Workers' Compensation	Statutory
Professional Liability	\$1,000,000

2. **Insurance Rating.** All insurance required to be maintained by Consultant must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A- or better and Financial Size Category Class VII or better by the latest edition of A.M. Best's Key Rating Guide, unless otherwise approved by District's legal counsel.
3. **Commercial General Liability Insurance.** The commercial general liability insurance must meet or exceed the requirements of Insurance Services Office (ISO) form CG 00 01, and must be provided on a per occurrence basis for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. The insurance must be on an "occurrence" not a "claims made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another. The insurance must include a waiver of subrogation applicable to the insurance or self-insurance, a primary and non-contributory endorsement, and an additional insured endorsement, all in favor of the District, its officers, employees and agents, and volunteers. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
4. **Business Automobile Insurance.** The business automobile insurance coverage must be at least as broad as ISO Business Auto Coverage form CA 00 01, covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount stated above per combined single limit for each accident. Such insurance must include both a waiver of subrogation applicable to the insurance or self-insurance, and a primary and non-contributory endorsement, both in favor of the District, its officers, employees, agents, and volunteers.
5. **Workers' Compensation.** If Consultant has any employees, Consultant must maintain workers' compensation insurance (statutory limits) and employer's liability insurance (with limits of at least \$1,000,000). Such insurance must include a waiver of subrogation endorsement in favor of District, its officers, employees, agents, and volunteers.
6. **Professional Liability (Errors & Omissions) Insurance.** The professional liability insurance must cover the services to be performed under this Agreement. The coverage must be provided on a "claims made" basis. Consultant must maintain continuous coverage through a period not less than three years after the completion of the services required under this Agreement.
7. **Umbrella or Excess Liability Insurance.** If an excess or umbrella liability policy is used to meet minimum limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella or excess liability policy must include a "drop-down provision" requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason. Coverage must be provided on a "pay-on-behalf" basis, with defense costs payable in

addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. The policy must "follow form" to the underlying primary policy. Coverage must be applicable to all insureds under the primary policies. The insurance must contain or be endorsed to contain a waiver of subrogation applicable to the insurance or self-insurance, and a primary and non-contributory endorsement for the benefit of District. The scope of coverage provided is subject to approval of District following receipt of the required proof of insurance.

8. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by District. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by District in its sole discretion. At the option of District, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the District's additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.
9. **Certificates of Insurance and Endorsements; Notice of Termination or Changes to Policies.** Prior to commencing any services under this Agreement, Consultant must file with the District certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or certified copies of policies as may reasonably be required by District. These certificates of insurance and endorsements must be in a form approved by the District's legal counsel. Consultant must maintain current certificates and endorsements on file with District during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination or cancellation of the required coverage, will be effective except upon 30 days' prior written notice to District by certified mail, return receipt requested (except for nonpayment for which a 10-day notice is required). The delivery to District of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the District's right to require compliance. In the event that Consultant's policies are materially changed, Consultant must provide the District with at least 30 days' prior written notice of the applicable changes. District reserves the right to require complete, certified copies of all required insurance policies at any time.
10. **Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the District may, but is not obligated to, obtain such coverage at Consultant's expense and deduct the cost from the sums due Consultant. Alternatively, District may terminate the Agreement.
11. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Consultant or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to District in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to District to compensate it for such losses.
12. **Required Insurance for Subconsultants/Subcontractors.** Consultant agrees to ensure that any subconsultants/subcontractors providing services under this Agreement provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to review and monitor all such coverage and assumes responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement.
13. **Right to Revise Insurance Specifications.** District reserves the right to change the amounts and types of insurance required by giving Consultant at least 90 days advance written notice of such

change. If such change results in substantial additional cost to Consultant, the parties may renegotiate Consultant's compensation.

14. **Timely Notice of Claims.** Consultant must give District prompt notice of claims made of lawsuits initiated that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability insurance policies.