



CITY OF CAMARILLO

PROFESSIONAL SERVICES AGREEMENT

With

NV5 WEST, INC.

For

SOILS/GEOTECHNICAL REVIEW SERVICES

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PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of July 1, 2024 ("Effective Date"), and is between the City of Camarillo, a California municipal corporation and general law city ("City") 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 for a three-year period with the option of two, one-year extensions.

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 City and obtain City'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 City's prior written approval before utilizing any subconsultants 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 City 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 City will not constitute a waiver of any of the provisions of this Agreement.
- 2.8 The Consultant must maintain any work site in the City 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 City.
- 3.2** If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Manager with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- 3.3** City 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 City. The cost or credit to City 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 City of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

Section 5. Compensation and Payment.

- 5.1** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts 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 City.
- 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 City 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** City 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 City, the invoice will be returned by City 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 City, City 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 City at the time of payment.
- 5.7** City 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 City with a Taxpayer Identification Number;
 - (c) Consultant obtains a City business tax certificate and license, if applicable, and provides proof of compliance; and
 - (d) City gives Consultant a written notice to proceed.
- 6.2** The City 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 City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.
- 7.3** If Consultant is delayed by any cause beyond Consultant's control, City may grant, but is not required to, a time extension for the completion of services. If delay occurs, Consultant must notify City 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 City.

All public information, data, reports, records, and maps as are existing and available to City 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 City and may be used, reused or otherwise disposed of by City without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of City in such Project Documents. Upon completion, expiration or termination of this Agreement or upon request by City, Consultant must turn over to City all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. City 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 City's own risk. If necessary, Consultant agrees to execute all appropriate documents to assign to City 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 City'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 City without prior written authorization from the City Manager, except as may be required by law.
- 10.2** Consultant, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, 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 City 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 City 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 City 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. City 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 City and to provide City 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 City 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 City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

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 City 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 City or its designated representative. Copies of such documents or records must be provided directly to City 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 City 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, City 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 City, 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 City. Consultant has no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.
- 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 City, nor any elected or appointed boards, officers, officials, employees or agents of City, 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 City.

- 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 City'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 City for the use of unauthorized aliens, Consultant agrees to reimburse City for the amount of all such liabilities or sanctions imposed, together with any and all related costs, including attorneys' fees, incurred by City.

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 City 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 City 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 City and take such action as City may direct to remedy the conflict.
- 15.4** City 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 City, it is unaware of any stated position of City relative to these projects. Any future position of City 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 City 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 City would not enter into this Agreement in the absence of Consultant's commitment to defend, indemnify, and hold harmless City as set forth in this section.
- 16.2** For the purposes of this section, "City" includes City'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 City 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 City 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 City's sole negligence or willful misconduct (collectively, "**Operations Claims**").
- 16.5** Consultant must notify City 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 City for any Operations Claims. With respect to Operations Claims, Consultant is obligated to defend City in all legal, equitable, administrative, or special proceedings, with counsel reasonably approved by City, 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 City requires the consent of City. City 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 City 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. City's failure to monitor compliance with this requirement imposes no additional obligations on City 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 City 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 City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager or City Attorney.

Section 18. Assignment.

The expertise and experience of Consultant are material considerations for this Agreement. City 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 City, which may be withheld in the City's sole discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling City 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, City will have

no obligation or duty to continue compensating Consultant for any services performed after City provides written notice to Consultant of such default.

- 19.2** Consultant agrees that no City official, officer, employee or agent will be personally liable to Consultant in the event of any default or breach of City, or for any amount which may become due to Consultant, or for any obligations directly or indirectly incurred under this Agreement.
- 19.3** City'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** City 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 City.
- 20.3** Upon termination of this Agreement by either Consultant or City, all property belonging to City that is in Consultant's possession must be returned to City. Consultant must promptly deliver to City 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 City'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 City'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 City:

City of Camarillo
601 Carmen Drive
Camarillo, California 93011

Attention: Karl Mallick

Tel. (805) 388-5340
Fax (805) 388-5387
e-mail kmallick@cityofcamarillo.org

To Consultant:

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

Attention: Scott Moors

Tel. (805) 656-6074
Fax (805) 650-6264
e-mail scott.moors@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 City 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 City Council or City 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 City 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 in 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:

CITY OF CAMARILLO

Greg Ramirez, City Manager

ATTEST:

Kristy Buxkemper, City Clerk

NV5 WEST, INC., a Delaware corporation

By Scott Moors
Scott Moors, Vice President

By Maryjo Obrien
Maryjo Obrien, Secretary

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

EXHIBIT A

SCOPE OF SERVICES

[Attached]

March 7, 2024 (revised 4/17/2024)

City of Camarillo
Department of Public Works
 601 Carmen Drive
 Camarillo, CA 93010

NV5 Proposal #: P2024.06.0012c

Attention: Karl Mallick
 Deputy Direct Public Works / Land Development

Subject: Response to Request for Proposal to Provide Soils/Geotechnical Engineering Services for The City of Camarillo

NV5 is pleased to provide this draft proposal and fee schedule to perform and provide soils/geotechnical engineering services for the City of Camarillo, (CITY). This proposal summarizes our understanding of the project and presents NV5's proposed scope of services with the associated fee schedule.

With our expertise in soils and geotechnical engineering, we are confident in our ability to assist the City in ensuring compliance with standard geotechnical practices, guidelines, and municipal codes.

PROJECT UNDERSTANDING

NV5 understands the City would like to contract to provide consultant services for the review of geotechnical and geological studies submitted to the City of Camarillo. Our role involves assessing the compliance of these studies with standard geotechnical practice, the City of Camarillo geotechnical guidelines, and the City's Municipal Code. We will provide detailed commentary on each aspect, ensuring adherence to regulatory requirements and best practices.

SCOPE OF SERVICES

Task 1 – Geotechnical Review Approach

Our Geotechnical Review Approach prioritizes efficiency, quality, and collaboration to ensure timely and compliant processing of geotechnical submittals for the City. It also emphasizes responsiveness, collaboration, and expertise to facilitate the successful completion of projects within the City's timelines and standards.

Direct Extension of City Staff: NV5 aims to seamlessly integrate with the City's team, prioritizing the City's timelines and goals.

Meeting Turnaround Times: Commitment to meeting review turnaround times while maintaining quality and adhering to state codes and local amendments.

Coordinated Effort: NV5 takes responsibility for tracking and coordinating all applications or requests received by the City, ensuring a streamlined process.

Adherence to Standards: Plan check services are driven by accepted geotechnical and industry practices, complying with applicable codes and regulations.

Training and Recruitment: Continuous training of existing staff and recruitment of new talent to surpass client expectations.

Interdepartmental Collaboration: Recognizing the importance of collaboration between departments, NV5 works closely with all relevant entities to enhance efficiency and eliminate redundancy.

Problem Solving: NV5 takes pride in offering solutions to challenges in interpreting design standards, ensuring satisfaction for all stakeholders.

Flexible Process: The outlined process serves as a guideline, adaptable to the specific procedures of the jurisdiction, ensuring seamless cooperation with the City.

Task 2 – Review of Geotechnical/Geological Studies:

Our scope involves the comprehensive review of geotechnical and geological studies submitted to the City. Our consultant services will include meticulous scrutiny of these studies to assess their compliance with standard geotechnical practices, the City of Camarillo geotechnical guidelines, and City of Camarillo municipal codes. This evaluation will encompass a thorough examination of subsurface data, laboratory test results, site conditions, and design recommendations outlined in the reports.

Our scope includes but is not limited to:

- Perform field visits to evaluate site conditions and other related issues.
- Provide administrative services as deemed appropriate by the Assistant Director of Public Works/City Engineer, including but not limited to meetings with City Staff and with landowners/developers/applicants.
- Recommend modification/changes to the City guidelines to be in conformance with the latest state regulations, laws, and acceptable geotechnical engineering practices.
- Review grading plans for development projects to ensure compliance with acceptable geotechnical recommendations.
- Review “as built” geotechnical/geological reports for adequacy/completeness.
- Provide field observation during grading operations if so requested by the City, and provide recommendations.
- Review change orders for changes made during grading operation and review reports for acceptability.

Upon completion of the review, NV5 will provide confirmation to the City Engineer or designated authority, affirming the submitted geotechnical studies meet the applicable standards and code requirements.

Our geotechnical plan review process ensures consistent implementation of review standards for every project. We utilize a comprehensive program based on best practices to ensure thorough, accurate, and timely reviews. Key elements include:

Efficient Deadline Management: Proactive communication and processing to meet

deadlines and maintain development momentum.

Accuracy and Cost Savings: Implementation of standardized processes and digital solutions by seasoned staff to ensure consistent, thorough, and accurate reviews.

Coordination and Communication: Administrative functions such as project tracking, managing controls, and maintaining communication channels are handled by our staff.

Submittal Analysis: Initial submittals are reviewed for completeness, monitored for deadlines, and coordinated for invoicing to maintain consistency.

Quality Reviews: Experienced reviewers ensure compliance with standards, provide comment letters, and facilitate effective communication with applicants.

Expertise Provision: Comprehensive review of plans, studies, and reports according to engineering practices and regulations, with availability for clarifications and discussions. NV5 will employ experienced and credentialed professionals to ensure any review comments are both applicable and supported by the data available for the site and contained within the submittal.

Checklists and Electronic Reviews: Development of review checklists and utilization of electronic review methods to streamline processes and reduce paper waste.

Project Deliverables: Clear documentation of project deliverables and review sequences, ensuring transparency and accountability.

Meetings and Feedback: Participation in meetings with stakeholders and providing direct feedback to ensure alignment with project goals.

Final Approval and Documentation: Delivery of final approval documents to stakeholders and maintenance of review records for future reference.

Task 3 – Management Plan and Quality Assurance/Quality Control (QA/QC):

Our management approach is grounded in transparent communication and shared expectations with City staff throughout project delivery. We uphold a comprehensive program built on best practices to ensure thorough, accurate, consistent, and timely reviews. Key components of our approach include:

Coordination and Communication: Our team manages administrative functions, project tracking, communication distribution, and fielding inquiries to maintain seamless coordination.

Reliable and Responsive Service: Project managers offer proactive communication, utilize effective project management tools, and anticipate needs to provide accurate information promptly.

Efficient Turnaround and Momentum: Leveraging our staff's experience with the City, we proactively communicate to meet deadlines and maintain project momentum.

Accuracy and Cost Savings: Implementing standardized processes and electronic plan reviews ensures consistent, accurate, and efficient review comments.

Analyzing Submittals: We assess initial submittals for completeness, manage files, monitor

deadlines and budgets, and ensure consistency through designated reviewers.

Facilitating Quality Reviews: Experienced reviewers uphold agency standards, write comment letters, attend meetings, and ensure efficient project returns without compromising deadlines.

Providing Expertise: Our experts deliver comprehensive reviews in accordance with engineering practices, regulations, and City standards. We offer clarification meetings and strive to minimize resubmittals.

Quality Assurance/Quality Control: We adhere to a robust QA/QC protocol for all deliverables, ensuring thorough review by project engineers and managers before submission for peer review.

By integrating these strategies, we ensure effective project management and quality assurance throughout the project lifecycle, promoting successful outcomes for all stakeholders.

COST & TIME ESTIMATES

NV5 will coordinate with City staff to implement an efficient system for providing a cost estimate and schedule for each review. Cost estimates will be consistent with the Fee Schedule provided below. Any charges not listed below will be in conformance with NV5's standard Professional Fee Schedule (attached).

PROJECT DELIVERABLES

Project deliverables will include:

- Preliminary cost and schedule estimates: If requested by the City, for single-family or small tract developments up to 4 lots, or single-unit or small-strip commercial developments, preliminary estimates and schedules should be provided within 72 hours. If requested by the City, larger tract or commercial developments may take one week to provide an estimated cost and schedule. When requested by the City, time and schedule estimates will typically be in email form with anticipated review hours and schedule. Review of geotechnical/geological submittals shall start as soon as submittals are received from the City.
- Project Geotechnical Review Letters: NV5 will provide review letter documenting reports / plans reviewed, review status, previous reviews, summary of submittals findings, geotechnical review comments requiring additional information from applicant/consultant for both feasibility and/or grading/building plan check-level review issues.
- Project status memos and meeting documentation: For larger or complex projects requiring atypical review services, project meetings, or field inspections, NV5 will provide project status or field memos documenting meeting results or field findings.
- Field Observation Reports: Where appropriate, NV5 will perform field inspections of fault trench, landslide issues, or grading or constructions issues as requested by the City. Findings will be documented in field memoranda.

ANTICIPATED REVIEW TURN-AROUND TIME

Turn-around-time for all geotechnical reviews depends upon the project size, project complexity, complexity of the geotechnical site conditions, adequacy of the consultant report and supporting documentation. For single-family or small tract developments up to 4 lots, or single-unit or small-strip commercial developments, a completed review letter should be provided within two weeks of the City's authorization. For more complex projects, additional time may be appropriate to provide an adequate professional review. NV5 will provide an estimated review level-of-effort and turn-around time to the City within 72 hours of receipt of the complete submittal documents. Complex projects may take 2-3 weeks for a complete review.

TYPICAL RESPONSE TIME FOR ON-SITE MEETING / INSPECTION REQUESTS

NV5 is local to the City and is adequately staffed to provide prompt services in response to the City's request. We can typically respond to meeting requests within 48-72 hours, and much less in urgent or emergency situations.

ASSUMPTIONS AND LIMITATIONS

This proposal has been prepared for the exclusive use of the City for the services described herein and the agreement shall be valid from 7/1/2024. NV5 will endeavor to conduct these services in a manner consistent with that level of skill and care ordinarily exercised by members of the profession practicing in the same locality and under similar conditions as this project. NV5 makes no other representation or warranty, either expressed or implied.

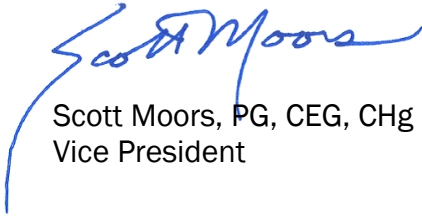
The proposed scope and corresponding fees represent NV5's view of the optimal and most cost-effective scope of work based upon the anticipated conditions and available information regarding the site. Unforeseen circumstances, such as the discovery of subsurface conditions that complicate the study, may occur and require additional services at an additional cost. Our proposal includes the following assumptions and limitations. Please read this section carefully. If you have any questions regarding these items, please contact our office.

- NV5's fee estimate is based upon the scope of work and schedule described above. Additional services, or schedule adjustments that may be requested or required due to changes in the proposed project or other conditions, are excluded.

Time for project meetings away from our office, except as specifically listed herein, is not included in this proposal. If meetings are requested, NV5 will attend on a time-and-materials basis.

Our team at NV5 is committed to delivering high-quality services that meet the specific needs and requirements of the City of Camarillo. We are dedicated to ensuring the safety, integrity, and sustainability of land development projects within the City. We appreciate the opportunity to present this proposal and we are excited at the prospect of working with you on this project. Should you have any questions or require further assistance, please contact us at (805) 656-6074.

Respectfully Submitted,
NV5 WEST, Inc.



Scott Moors, PG, CEG, CHg
 Vice President

Attachments: Attachment 1 - NV5 Geotechnical Review Services Fee Schedule
 Attachment 2 – NV5 FY 2024/25 Geotechnical / Material Testing Fee Schedule

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.

2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed \$60,000.

Consultant may submit a request for an adjustment to the rates in Exhibit B for a cost-of-living increase for year two and three of this Agreement based on the Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim, CA area from February of the prior year to February of the current year. The request for CPI adjustment must be submitted to the Director of Public Works by April 30th of the current year.

SEE ATTACHED FEE SCHEDULE

ATTACHMENT 1

NV5 GEOTECHNICAL REVIEW SERVICES FEE SCHEDULE

<u>Professional Staff</u>	<u>Hourly Rate</u>
Principal Engineer / Geologist – QA Review. Meetings	\$ 222
Senior Engineer / Geologist – Geotechnical Review Services	\$ 210
Sr. Staff Engineer / Geologist – Geotechnical Review Services	\$ 146
Staff Engineer / Geologist – Geotechnical Review Services	\$ 130
Mileage (Site Visits / Field Meetings)	Current IRS Rates

- Additional charges for non-standard review services will be charged in conformance with NV5's Fee Schedule (attached).
- Fee Schedule is subject to annual escalation in conformance with at not to exceed LA-region CPI with City concurrence.

ATTACHMENT 2

NV5 2024 Geotechnical / Material Testing Fee Schedule (7 pages)



NV5 WEST, Inc.

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

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.

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 7th 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

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

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

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

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 1/2-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/dlse/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.

Fee Schedule Calendar Year:

FY 2024/2025

% Increase: Based on LA Region CPI with City concurrence

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

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
Senior Structural Engineer	\$ 222.00

NV5 2024 Geotechnical / Material Testing Fee Schedule (Continued, Page 2)



NV5 WEST, INC. NV5 FY 2024/2025 FEE SCHEDULE

	Fee Schedule Calendar Year:	FY 2024/2025
<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>E. Diamond Coring (min charge = field time w/ travel + 1 hr mob/demob)</u>		
Machine, truck, & operator (accessible flatwork only) (per hour)		\$ 255.00
Machine, truck, operator, & helper (per hour)		\$ 374.00
Diamond Coring Bit Charge (per inch)		\$ 3.64
Corehole Patch Material		\$ 10.40
<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
<u>II. EQUIPMENT & MATERIALS</u>		
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

NV5 2024 Geotechnical / Material Testing Fee Schedule (Continued, Page 3)



NV5 WEST, INC. NV5 FY 2024/2025 FEE SCHEDULE

	Fee Schedule Calendar Year:	FY 2024/2025
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
22. 1/2 Cell Corrosion Meter		\$ 432.00
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 ^B		\$ 422.00
3. Collapse – ASTM D4546 ^B		\$ 204.00
4. additional Load Increment (Consol./Collapse) – per pt.		\$ 50.50
5. Direct Shear, remolded sample – ASTM D3080 ^D		\$ 354.00
6. Direct Shear, undisturbed (ring) sample – ASTM D3080 ^D		\$ 328.00
7. Expansion Index – ASTM D4829 ^B		\$ 199.00
8. Moisture & Dry Density (ring samples) ^A		\$ 26.50
9. Permeability, Constant Head – remolded - ASTM D2434, CT 220 ^D		\$ 555.00
10. pH (soil) – ASTM D4972 ^C		\$ 43.00
11. Resistivity – ASTM G57 ^C		\$ 73.50
12. Resistivity (Minimum), includes pH – CTM 643 ^C		\$ 191.00
13. Soil Classification – ASTM D2488 – Visual-Manual ^A		\$ 55.00
14. Soluble Chloride (soils) ^C		\$ 99.50
15. Soluble Sulfate (soils) ^C		\$ 99.50
16. Unconfined compression on prepared specimens		\$ 148.00
B. Particle Size Analysis		
1. Sand equivalent (ASTM 2419, CTM 217) ^A		\$ 142.00
2. Sieve #200 wash only (ASTM D1140, CTM 202) ^A		\$ 104.00
3. Sieve (coarse or fine only, no wash – ASTM C136, CTM 202) ^A		\$ 118.00
4. Sieve (coarse & fine w/ wash – ASTM C136, CTM 202) ^A		\$ 167.00
5. Hydrometer w/ Fine Sieve (ASTM D422, CTM 203) ^B		\$ 231.00
6. Hydrometer w/ Fine & Coarse Sieve (ASTM D422, CTM 203) ^B		\$ 262.00
C. Moisture Density Relationship		
1. Max. Density-Opt. Moisture (4 in. mold) – ASTM D1557, D698 ^A		\$ 231.00
2. Max. Density-Opt. Moisture (6 in. mold) – ASTM D1557, D698 ^A		\$ 262.00
3. Max. Density-Opt. Moist. w/ Rock Corr. – ASTM D1557, D4718 ^A		\$ 368.00
4. Maximum Density Checkpoint (4 in. mold) ^A		\$ 92.50
5. Caltrans Relative Compaction (Wet Density) – CTM 216 ^A		\$ 278.00
D. Aggregate, Soil & Rock		
1. Abrasion Resistance by LA Rattler – ASTM C131, CTM 211 ^B		\$ 231.00
2. Absorption, sand or gravel – ASTM C127, C128 ^B		\$ 73.50
3. California bearing ratio (CBR) with expansion – ASTM D1883 ^C		\$ 512.00
4. Clay lumps and friable particles, per primary size – ASTM C142 ^C		\$ 142.00
5. Cleanliness Test – ASTM D4740, CTM 227 ^A		\$ 161.00

NV5 2024 Geotechnical / Material Testing Fee Schedule (Continued, Page 4)



NV5 WEST, INC. NV5 FY 2024/2025 FEE SCHEDULE

	Fee Schedule Calendar Year:	FY 2024/2025
6. Crushed particles, per primary size ^C		\$ 204.00
7. Durability Index (\$120 per size fraction) – CTM 229 ^A		\$ 268.00
8. Flat & Elongated Particles (per bin size) – ASTM D4791 ^C		\$ 236.00
9. Lightweight pieces, per size fraction – ASTM C123 ^C		\$ 498.00
10. Moisture determination (aggregate samples) ^A		\$ 41.50
11. Mortar making properties of Sand ASTM C87 ^D		\$ 472.00
12. Organic Impurities – ASTM C40, CTM 213 ^B		\$ 99.50
13. Petrographic Analysis of Gravel – ASTM C295 (single grading) ^B		\$ 555.00
14. Petrographic Analysis of WC Sand – ASTM C295 (pre-graded) ^B		\$ 1,060.00
15. Potential Reactivity Test ASTM C289 Chemical Method ^D		\$ 615.00
16. Potential Reactivity ASTM C227 Mortar Bar Method (3 month) ^B		\$ 980.00
Each additional month		\$ 146.00
17. Potential Reactivity Test ASTM C1260 Rapid Method ^B		\$ 775.00
18. Potential Reactivity ASTM C1293 Mortar Bar w/ Pozz (12 month) ^B		\$ 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 ^B		\$ 945.00
20. 'R' Value - ASTM D2844, CT 301 (Treated material by quote) ^B		\$ 392.00
21. Specific gravity: - coarse (ASTM C127, CTM 206) ^B		\$ 137.00
22. Specific gravity: - fine (ASTM C128, CTM 207) ^B		\$ 161.00
23. Sulfate Soundness, 5 cycle test per primary size – ASTM C88 ^D		\$ 454.00
24. Thermal Resistivity of Soil (including 1 proctor curve)		\$ 1,170.00
25. Uncompacted Void Content of Fine Aggregate – AASHTO T304 ^B		\$ 217.00
26. Unit weight – ASTM C29		\$ 88.50
E. Soil-Cement / CTB Tests		
1. Lime Treatment: pH by Eades & Grim – ASTM D62676 ^B		\$ 402.00
2. Lime Treatment: Fabrication & Compaction – ASTM D3551 ^B		\$ 496.00
3. Lime Treatment: Compressive Strength – ASTM D5102 ^B		\$ 123.00
4. Soil Cement – Moist.-Dens. - ASTM D558 – Lab Mixed ^B		\$ 344.00
5. Soil Cement – Moist.-Dens. - ASTM D558 – Field Mixed ^C		\$ 298.00
6. Soil Cement – Wet-Dry Durability – ASTM D559 ^B		\$ 1,370.00
7. Soil Cement – Freeze-Thaw Durability – ASTM D560 ^B		\$ 1,285.00
8. Soil Cement – Mix, Compact & Cure Specimen – ASTM D1632 ^A		\$ 146.00
9. Soil Cement – Compressive Strength - ea sample – ASTM D1633 ^A		\$ 73.50
10. Cement Treated Base (CTB), compact, cure & test ^B		\$ 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 ^D		\$ 146.00
2. Absorption / Apparent Specific Gravity – ASTM C127, CTM 206 ^D		\$ 308.00
3. Durability – CTM 229 ^D		\$ 264.00
4. Percentage Wear – ASTM C131 ^D		\$ 118.00
5. Compressive Strength – ASTM C170 ^D		\$ 80.50
6. Water Absorption & Density – ASTM C97 (3 required) ^D		\$ 142.00
7. Modulus of Rupture – ASTM C99 ^D		\$ 161.00
8. Flexural Strength – ASTM C880 ^D		\$ 454.00
9. Sulfate Soundness – ASTM D5240 (5 cycle) ^B		\$ 264.00
10. Sample Preparation (cutting/crushing/processing – 1 hr min)		

NV5 2024 Geotechnical / Material Testing Fee Schedule (Continued, Page 5)



NV5 WEST, INC. NV5 FY 2024/2025 FEE SCHEDULE

Fee Schedule Calendar Year:		FY 2024/2025
IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY		
B. Concrete		
1. Concrete compression: 6x12 cylinder – ASTM C39 ^A	\$	31.00
2. Concrete compression: 4x8 cylinder – ASTM C39 ^A	\$	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
6. Concrete core compression test – ASTM C42 ^C	\$	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) ^C	\$	79.50
11. Drying shrinkage – ASTM C157 (set of 3, 5 ages) ^{II}	\$	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 ^A	\$	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 ^D	\$	266.00
22. Non-Shrink (Dry-Pack) Grout Compression – 2"x2"x2"	\$	120.00
23. Petrographic Analysis-Hardened Concrete – ASTM C856 (per core) ^{II}	\$	1,185.00
24. Splitting tensile – ASTM C496 ^D	\$	217.00
25. Thermal Resistivity – Concrete - FTB	\$	1,170.00
26. Phenolphthalein Testing of Concrete Cores	\$	47.00
C. Masonry		
1. Absorption - brick, 5 required – ASTM C67 ^D	\$	92.50
2. Absorption - masonry unit, 3 required – ASTM C140 ^D	\$	66.00
3. Compression, brick, 5 required – ASTM C67 ^D	\$	55.00
4. Compression - masonry core ^C	\$	55.00
5. Compression - masonry prisms 8"x8" – ASTM C1314	\$	187.00
6. Compression - masonry unit, 3 required – ASTM C140 ^D	\$	99.50
7. Dimensions – masonry unit, 3 required ^D	\$	51.50
8. Compression test, grout specimens	\$	37.00
9. Compression test, mortar specimens	\$	37.00
10. Diamond sawing of masonry specimens, if required (minimum)	\$	37.00
11. Efflorescence	\$	68.00
12. Linear shrinkage, masonry unit, set of 3 – ASTM C426 ^{II}	\$	366.00
13. Masonry Prism Pickup (ea.)	\$	55.00
14. Masonry Unit Acceptance Tests – ASTM C140 ^D	\$	730.00
15. Mortar Aggregate Ratio – ASTM C780 (A4) ^{II}	\$	402.00
16. Modulus of rupture, brick, 5 required – ASTM C67 ^D	\$	51.50
17. Moisture content - masonry unit (as received, 3 req'd) – ASTM C140 ^D	\$	51.50
18. Relative Mortar Strength - CTM 515 ^D	\$	490.00

NV5 2024 Geotechnical / Material Testing Fee Schedule (Continued, Page 6)



NV5 WEST, INC. NV5 FY 2024/2025 FEE SCHEDULE

	Fee Schedule Calendar Year:	FY 2024/2025
19. Shear test on masonry core – CBC 2105A.4 ^B		\$ 129.00
20. Tensile test on masonry block		\$ 236.00
21. Unit weight, masonry unit, 3 required – ASTM C140 ^D		\$ 55.50
22. Visual Examination & Photo-Document Core – CBC 2105A.4 ^B		\$ 55.50
<u>V. LAB TESTS: REINFORCING & STRUCTURAL STEEL</u>		
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) ^C		\$ 268.00
B Reinforcing Steel		
1. Deformation, reinforcing steel ^C		\$ 73.50
2. Pre-stress, strand or wire, tensile & elongation ^D		
3. Proof test on post-tension assembly		
4. Bend Test (rebar) ^C		\$ 2.34
5. Tensile test (rebar), up to & including #8 ^C		\$ 66.00
6. Tensile test (rebar) #9, #10, #11 ^D		\$ 118.00
7. Tensile test (rebar) #14, #18 ^D		\$ 266.00
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar) ^D		\$ 266.00
C. Structural Steel		
1. Cutting & machining charges		
2. Bend test, structural, all sizes		\$ 92.50
3. Tensile test, structural, <1/4" cross-section (cutting & machining extra)*		\$ 92.50
4. Tensile test, structural, >1/4" 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) ^D		\$ 416.00
2. Bolts – proof load (non-DSA) ^D		\$ 55.00
Bolts – ultimate load ^D		\$ 80.50
Bolts – hardness ^D		\$ 43.00
3. Nuts – proof load ^D		\$ 55.00
Nuts – hardness ^D		\$ 43.00
4. Washers – hardness ^D		\$ 43.00
<u>VI. MISCELLANEOUS MATERIALS TESTS</u>		
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
<u>VII. ASPHALT & ASPHALT CONCRETE TESTS</u>		
A. Emulsions and Shurry Seals		
1. Consistency test – ASTM D3910 ^A		\$ 118.00

NV5 2024 Geotechnical / Material Testing Fee Schedule (Continued, Page 7)



NV5 WEST, INC. NV5 FY 2024/2025 FEE SCHEDULE

	<i>Fee Schedule Calendar Year:</i>	FY 2024/2025
2. pH determination ^B		\$ 92.50
3. Oven cook off (% residue) ^A		\$ 124.00
4. Solids content by evaporation and ignition extraction (slurry) ^A		\$ 278.00
5. Wet Track Abrasion – ASTM D3910 (prep. not included) ^A		\$ 334.00
B. Asphaltic Concrete, Aggregate and Mixes		
1. Bulk Specific Gravity (HVEEM – 3 pt. LTMD) CT308 / T166 ^A		\$ 272.00
2. Coring of asphaltic concrete – See Section E Diamond Coring		
3. Extraction, % bitumen and sieve analysis		
Ignition Oven Method – CTM 382, 202 ^A		\$ 292.00
Solvent Extraction Method – ASTM D2172 ^B		\$ 490.00
4. Extraction, % bitumen only		
Ignition Oven Method – CTM 382 ^A		\$ 192.00
Solvent Extraction Method – ASTM 2172 ^B		\$ 378.00
5. Film stripping – CTM 302 ^C		\$ 204.00
6. Gyrotory Compaction, 6" specimen, Lab Mix* – AASHTO T312 ^B		\$ 434.00
7. Gyrotory Compaction, 6" specimen, Plant Mix* – AASHTO T312 ^B		\$ 372.00
8. Hamburg Wheel Track – AASHTO T324 ^B		\$ 1,805.00
9. Ignition Oven Correction Factor – CTM 382 ^B		\$ 810.00
10. Marshall – Preparation & Compaction ^A		\$ 239.00
11. Marshall – Stability and flow (core) – ASTM D6927 ^A		\$ 155.00
12. Marshall – Stability and flow (bulk) – ASTM D6927 ^B		\$ 404.00
13. Marshall – Specific Gravity – ASTM D2926 ^A		\$ 278.00
14. Mix proportion - Marshall Method ^D		\$ 3,610.00
with RAP		\$ 4,605.00
15. Mix proportion - HVEEM Method ^D		\$ 3,365.00
with RAP		\$ 4,360.00
16. Theoretical Maximum Specific Gravity (RICE) – D-2041, CT 309 ^A		\$ 249.00
17. Moisture content – ASTM D-1461 ^A		\$ 142.00
18. Recovery of Extracted Asphalt (extraction only) - ASTM D5404 ^D		\$ 310.00
19. Recovery of rubber from ARHM extraction ^D		\$ 392.00
20. Specific gravity of core – ASTM D2726 ^A		\$ 73.50
21. HVEEM Stabilometer test on premixed sample – CTM 366 ^A		\$ 231.00
Stabilometer test and mixing of sample ^B		
22. Surface Abrasion – CTM 360 ^C		\$ 650.00
23. Resistance to Moisture Induced Damage – T-283 ^D		\$ 3,295.00
24. Resistance to Moisture Induced Damage – CT 371 ^D		\$ 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 Requirements
Professional Liability	\$1,000,000
Cyber 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 City'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 City, 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 City, 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 City, 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. **Cyber Liability Insurance.** The cyber liability insurance must include the following coverage:
- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
 - b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
 - c. Liability arising from the failure of technology products (software) required under the Agreement for Consultant to properly perform the services intended.
 - d. Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
 - e. Liability arising from the failure to render professional services

If coverage is maintained on a “claims-made” basis, Consultant must maintain such coverage for an additional period of three years following termination of the Agreement.

8. **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 City. The scope of coverage provided is subject to approval of City following receipt of the required proof of insurance.
9. **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 City. 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 City in its sole discretion. At the option of City, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the City’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.
10. **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 City 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 City. These certificates of insurance and endorsements must be in a form approved by the City's legal counsel. Consultant must maintain current certificates and endorsements on file with City 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 City by certified mail, return receipt requested (except for nonpayment for which a 10-day notice is required). The delivery to City of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the City's right to require compliance. In the event that Consultant's policies are materially changed, Consultant must provide the City with at least 30 days' prior written notice of the applicable changes. City reserves the right to require complete, certified copies of all required insurance policies at any time.

11. **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 City may, but is not obligated to, obtain such coverage at Consultant's expense and deduct the cost from the sums due Consultant. Alternatively, City may terminate the Agreement.
12. **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 City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.
13. **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.
14. **Right to Revise Insurance Specifications.** City 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.
15. **Timely Notice of Claims.** Consultant must give City 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.