



CITY of CALABASAS

**ITEM 8 ATTACHMENT B  
PROFESSIONAL SERVICES AGREEMENT**

**CONTRACT SUMMARY**

<b>Name of Contractor:</b>	NV5 West, Inc.
<b>City Department in charge of Contract:</b>	Department of Public Works
<b>Contact Person for City Department:</b>	Benjamin Chan
<b>Period of Performance for Contract:</b>	July 1, 2020 – June 30, 2023 – a three (3) year term
<b>Not to Exceed Amount of Contract:</b>	\$100,000 (One Hundred Thousand Dollars)
<b>Scope of Work for Contract:</b>	On-Call and As-Needed Material Testing & Special Inspection Services

**Insurance Requirements for Contract:**

X yes  no - Is General Liability insurance required in this contract?

If yes, please provide coverage amounts: \$1,000,000

X yes  no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts: \$1,000,000

X yes  no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts: \$1,000,000

X yes  no - Is Workers Comprehensive insurance required in this contract?

As required and in compliance by the State of California and the California Labor Board.

**Proper documentation is required and must be attached.**

**PROFESSIONAL SERVICES AGREEMENT  
Providing for Payment of Prevailing Wages  
(City of Calabasas/ NV5 West, Inc.)**

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and NV5 West, Inc, a California Corporation (“Consultant”).

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: On-Call and As-Needed Testing Material and Special Inspection Services including Geotechnical Design Investigations, Construction Inspection, Environmental Consulting, DSA/OSHPD Inspection, Construction Materials Testing, Pavement Engineering & Evaluation
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE,** for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

**3. DEFINITIONS**

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s May 19, 2020 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such professional services as are set forth in Consultant’s May 19, 2020 proposal to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date” : July 1, 2020.
- 3.4 “Expiration Date”: June 30, 2023.

**4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

**5. CONSULTANT’S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Hundred Thousand Dollars (\$100,000) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant’s performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Mr. Scott Moors shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4’, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
  - (1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
  - (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in the contractor’s cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the contract.

**6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.
- 6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.
- 6.5 To the extent applicable, at any time during the term of the Agreement, the Consultant may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code section 22300. At the request and expense of the consultant, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Consultant. Upon satisfactory completion of the contract, the securities shall be returned to the Consultant.

**7. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

**8. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of

Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

**9. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

**10. INDEMNIFICATION**

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or

on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## **11. INSURANCE**

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

11.1.3 Worker's Compensation insurance as required by the laws of the State of California, including but not limited to California Labor Code § 1860 and 1861 as follows:

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. Contractor and any of Contractor's subcontractors shall be required to provide City with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond or other security acceptable to the City guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

**12. MUTUAL COOPERATION**

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

**13. RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities with respect to this Agreement.

**14. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

**15. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during the addressee’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Attn: Mr. Benjamin K. Chan  
Department of Public Works  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

*NV5 West, Inc.  
1868 Palma Dr, Suite A  
Ventura, CA 93003  
Attn: Mr. Scott Moors  
Telephone: (805) 656-6074  
Cell Phone: (805) 290-5194*

With courtesy copy to:

Scott H. Howard  
Colantuono, Highsmith & Whatley, PC  
City Attorney  
790 E. Colorado Blvd., Suite 850  
Pasadena, CA 91101



Telephone: (213) 542-5700  
Facsimile: (213) 542-5710

**16. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

**17. TERMINATION**

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

**18. GENERAL PROVISIONS**

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable and actual court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
- 18.10 This Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
- 18.11 This Agreement is further subject to the provisions of California Public Contracts Code § 6109 which prohibits the Consultant from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to §§ 1777.1 or 1777.7 of the Labor Code.

**19. PREVAILING WAGES**

19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:

19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.

19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.

19.1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

19.2 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Consultant's employees in

excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**“City”  
City of Calabasas**

**“Consultant”  
NV5 West, Inc.**

By: \_\_\_\_\_  
Ray Taylor, Interim City Manager

By: \_\_\_\_\_  
Scott Moors, Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Robert Yalda, P.E., T.E.  
Public Works Director/City Engineer

By: \_\_\_\_\_  
Carol Harrison, Client Service Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Maricela Hernandez, MMC, CPMC  
City Clerk

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Scott H. Howard  
Colantuono, Highsmith & Whatley, PC  
City Attorney

Date: \_\_\_\_\_

## EXHIBIT A SCOPE OF WORK

NV5 understands that the City's intent is to hire a well-qualified consultant, familiar with the work required under this RFP. Materials testing and inspection shall be as per the project plans and specifications, the City's Quality Assurance Program (using CT methods where appropriate), the latest edition of Caltrans Construction Manual, and Public Works Construction Greenbook. NV5 shall work closely with the City's Project Manager and staff to successfully complete the project and protect the interest of the City.

NV5 is uniquely-well qualified to achieve these objectives. We work on Caltrans projects throughout the state on a daily basis. NV5 holds several On-Call Caltrans Construction Inspection and Material Testing contracts including Caltrans Districts 6, 9, 10, and 11; and formerly in District 7. We are intimately familiar with Caltrans procedures and the LAPM, including the January 2020 update. Our staff and laboratory are Caltrans certified.

The work to be performed by the Consultant shall be based on the procedures, guidelines, standards, and the code contained in the Caltrans and City of Calabasas publications listed below:

- Project Plans and Project Specifications
- City of Calabasas Quality Assurance Program
- Caltrans Construction Manual, current edition
- CALOSHA Construction Safety Orders, current edition
- Standard Specifications for Public Works Construction, Greenbook current edition
- Standard Plans of Public Works, current edition

NV5 is committed to providing high-quality work in a responsive timeframe that meets all applicable state and federal regulations.

### **Geotechnical Consulting**

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

Geotechnical Investigations	Analysis & Design
Laboratory Testing	Field Observation & Testing

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

Engineering Geology	Geotechnical Engineering
Hydrogeology	Foundation Studies
Subsurface Exploration	Geologic Mapping
Groundwater Evaluation	Landslides & Slope Stability

Seismic Risk Assessment  
Liquefaction Hazard Eval  
Retaining Wall Analysis  
Pavement Design  
Expert Witness Testimony

Fault Hazard Evaluation  
Deep Foundation Analysis  
Grading Observation  
Forensic Evaluation  
3rd-Party/ Municipal Review

### **Construction Inspection**

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

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

Our inspectors are certified by:

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

### **Construction Material Testing**

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

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

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

Superpave HMA; Concrete Drying Shrinkage; Concrete Petrography; Floor Flatness FF & FL  
33 Compliance Testing; Floor Moisture Emission; Alkali-Silica Reactivity; Forensic Material  
Evaluation

The building code requires testing labs be certified and participate in proficiency sample programs.

### **Non-Destructive Testing**

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

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

### **Pavement Consulting**

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

Pavement Evaluation and Rehab Recommendations; Public Works Inspection; Asphalt Batch Plant Inspection; Asphalt Lay Down Inspection; Superpave Testing: Gyratory & Hamburg; Fully-Equipped Pavement Coring Truck; Mobile Asphalt Laboratory; Forensic Pavement Evaluation; Asphalt Mix Design: Marshall, Hveem, Superpave;

Asphalt Laboratory Testing, including:

- ◆Gyratory Compaction ◆ Surface Abrasion (CT 360)
- ◆Hamburg Wheel Tracker◆ Wet Track Abrasion
- ◆Bulk Specific Gravity◆ Solvent Extraction
- ◆Hveem Stability/R-Value◆ Marshall Stability & Flow

### **Public Works Inspection**

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

Greenbook (SSPWC)  
Calif. Building Code  
Caltrans Standard Plans & Specifications



Caltrans Local Assistance Procedure Manual  
Caltrans Construction Manual  
CalOSHA Construction Safety Orders  
APWA Work Area Traffic Control Handbook (WATCH)

**DSA / OSHPD Inspection**

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

# EXHIBIT B APPROVED 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 or work on holidays will be charged at 2.0 times quoted rates.

**Holidays** - New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the following Friday, and Christmas Day. For holidays falling on Saturday or Sunday, the closest 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 1/4-hour/week (min) will be included for scheduling, management, report review, and data evaluation.

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

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

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

**Certified Payroll** - A \$55 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](http://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>). Updated Fee Schedules will be published annually and become effective January 1.

## I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

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

<u>A. Professional Staff</u>	<u>Standard</u>
Principal Engineer/Geologist/Consultant	\$ 195
Senior Engineer/Geologist/Consultant (PE, CEG)	\$ 170
Project Engineer/Geologist/Consultant	\$ 150
Sr. Staff Engineer/Geologist/Consultant	\$ 130
Staff Engineer/Geologist/Consultant	\$ 120
Project Manager	\$ 130
<u>B. Technical Staff</u>	<u>Prevailing Wage</u> <u>Standard</u>
ICC Special Inspector* I / Soil-Asphalt-ACI Technician I	\$ 105    \$ 75
ICC Special Inspector* II / Soil-Asphalt-ACI Technician II	\$ 110    \$ 85
ICC Special Inspector* III / Soil-Asphalt-ACI Technician III	\$ 115    \$ 95
<i>* Concrete, P/T Concrete, Masonry, Structural Steel, Bolting, Fireproofing, Pile Driving</i>	
AWS Certified Welding Inspector I	\$ 110    \$ 85
AWS Certified Welding Inspector II	\$ 115    \$ 100
Roofing/Waterproofing Inspector I	\$ 105    \$ 94
Roofing/Waterproofing Inspector II	\$ 110    \$ 94
NDT Technician I (UT/Mag Part./Dye Pen.)	\$ 110    \$ 95
NDT Technician II (UT/Mag Part./Dye Pen.)	\$ 120    \$ 100
<u>C. Public Works/DSA/OSPHD Inspection</u>	<u>Prevailing Wage</u> <u>Standard</u>
Project Inspector / OSHPD IOR C, DSA PI III	\$ 110    \$ 95
Project Inspector / OSHPD IOR B, DSA PI II	\$ 115    \$ 110
Project Inspector / OSHPD IOR A, DSA PI I	\$ 125    \$ 120
DSA Masonry / Shotcrete Inspection I	\$ 115    \$ 95
DSA Masonry / Shotcrete Inspection II	\$ 120    \$ 110
<u>D. Sample Pickup, Delivery, Storage &amp; Mileage</u>	<u>Standard</u>
Sample Pickup/Delivery (>25mi. radius of Lab) - plus applicable unit price	\$ 65/hr
Saturday Sample Pickup/Delivery (hourly, 4 hr minimum, plus mileage)	\$ 98/hr
Mileage / Trip Charge - Field Vehicle (\$30/day minimum charge)	\$0.65/mi
Mileage - Coring Truck	\$0.75/mi
Vehicle - Field Truck	\$ 55/day
<u>E. Diamond Coring (min. charge = field time w/travel + 1 hr. mob./demob.)</u>	<u>Standard</u>
Machine, truck & 1 operator (accessible flatwork only)	\$220/hr    \$ 190/hr
Machine, truck & operator & helper	\$325/hr    \$ 280/hr
Coring Bit Charge	\$ 3.50/in

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

## II. MATERIALS AND EQUIPMENT

<u>A. Equipment</u>	<u>Rate</u>
1. Air Meter (Concrete)	\$ 50/dy
2. Asphalt Patch (cold patch / curback) - per bag	\$ 45/dy
3. Calibrated Ram (Pull test)	\$ 95/dy
4. Ceiling Wire Dead-Weight Equip.	\$ 160/dy
5. Coating Thickness Gauge	\$ 95/dy
6. Concrete Slab Moisture Emission Kit / RH Probe (ea.)	\$ 75/ea
7. Floor Flatness (plus labor - 4hr min)	\$ 575/dy
8. Durometer Gauge (Shore A/D)	\$ 55/dy
9. Dynamic Cone Penetrometer (Wildcat w/ 35 lb hammer)	\$ 495/dy
10. Generator (Portable)	\$ 95/dy
11. Ground Penetrating Radar (GPR) - (plus labor - 4 hr min)	\$ 400/dy
12. Hardness Gauge (Brinell, Rockwell)	\$ 115/dy
13. Non-Shrink High-Strength Grout (per bag)	\$ 45/dy
14. Nuclear Gauge	\$ 35/dy
15. Pachometer (Rebar) Survey Equipment	\$ 95/dy
16. Portable Generator	\$ 90/dy
17. Scaffold - Portable	\$ 105/dy
18. Schmidt Hammer	\$ 65/dy
19. Skidmore Wilhelm, per day	\$ 195/dy
20. Torque Wrench (Large, >100 ft-lb), per day	\$ 85/dy
21. Torque Wrench (Small), per day	\$ 25/dy
22. Ultrasonic / Mag. Particle Equipment & Consumables	\$ 75/dy

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

<b>A. Soils - Geotechnical</b>	
1. Atterberg Limits (LL and PL) – ASTM D4318, CTM 204 <sup>B</sup>	\$ 200
2. Consolidation (up to 9 Load/Rebound Pn) – ASTM D2435 <sup>B</sup>	\$ 340
3. Collapse – ASTM D4546 <sup>B</sup>	\$ 165
4. additional Load Increment (Consol./Collapse) – per pt.	\$ 63
5. Direct Shear, remolded sample – ASTM D3080 <sup>D</sup>	\$ 300
6. Direct Shear, undisturbed (ring) sample – ASTM D3080 <sup>D</sup>	\$ 250
7. Expansion Index – ASTM D4829 <sup>B</sup>	\$ 200
8. Moisture & Dry Density (ring samples) <sup>A</sup>	\$ 22
9. Permeability, Constant Head – remolded - ASTM D2434, CT 220 <sup>D</sup>	\$ 448
10. pH (soil) – ASTM D4972 <sup>C</sup>	\$ 35
11. Resistivity – ASTM G57 <sup>C</sup>	\$ 60
12. Resistivity (Minimum), includes pH – CTM 643 <sup>C</sup>	\$ 153
13. Soil Classification – ASTM D2488 – Visual-Manual <sup>A</sup>	\$ 45
14. Soluble Chloride (soils) <sup>C</sup>	\$ 80
15. Soluble Sulfate (soils) <sup>C</sup>	\$ 80
16. Unconfined compression on prepared specimens	\$ 140
<b>B. Particle Size Analysis</b>	
1. Sand equivalent (ASTM D2419, CTM 217) <sup>A</sup>	\$ 115
2. Sieve #200 wash only (ASTM D1140, CTM 202) <sup>A</sup>	\$ 85
3. Sieve (coarse or fine only, no wash – ASTM C136, CTM 202) <sup>A</sup>	\$ 95
4. Sieve (coarse & fine w/ wash – ASTM C136, CTM 202) <sup>A</sup>	\$ 135
5. Hydrometer w/ Fine Sieve (ASTM D422, CTM 203) <sup>B</sup>	\$ 185
6. Hydrometer w/ Fine & Coarse Sieve (ASTM D422, CTM 203) <sup>B</sup>	\$ 210
<b>C. Moisture Density Relationship</b>	
1. Max. Density-Opt. Moisture (4 in. mold) – ASTM D1557, D698 <sup>A</sup>	\$ 183
2. Max. Density-Opt. Moisture (6 in. mold) – ASTM D1557, D698 <sup>A</sup>	\$ 210
3. Max. Density-Opt. Moist. w/ Rock Corr. – ASTM D1557, D4718 <sup>A</sup>	\$ 295
4. Maximum Density Checkpoint (4 in. mold) <sup>A</sup>	\$ 75
5. Caltens Relative Compaction (Wet Density) – CTM 216 <sup>A</sup>	\$ 225
<b>D. Aggregate, Soil &amp; Rock</b>	
1. Abrasion Resistance by LA Rattler – ASTM C131, CTM 211 <sup>B</sup>	\$ 185
2. Absorption, sand or gravel – ASTM C127, C128 <sup>B</sup>	\$ 60
3. California bearing ratio (CBR) with expansion – ASTM D1883 <sup>C</sup>	\$ 410
4. Clay lumps and friable particles, per primary size – ASTM C142 <sup>C</sup>	\$ 115
5. Cleanness Test – ASTM D4740, CTM 227 <sup>A</sup>	\$ 130
6. Crushed particles, per primary size <sup>C</sup>	\$ 165
7. Durability Index (\$120 per size fraction) – CTM 229 <sup>A</sup>	\$ 215
8. Flat & Elongated Particles (per bin size) – ASTM D4791 <sup>C</sup>	\$ 190
9. Lightweight pieces, per size fraction – ASTM C125 <sup>C</sup>	\$ 400
10. Moisture determination (aggregate samples) <sup>A</sup>	\$ 35
11. Mortar making properties of Sand ASTM C87 <sup>D</sup>	\$ 380
12. Organic Impurities – ASTM C40, CTM 213 <sup>B</sup>	\$ 80
13. Petrographic Analysis of Gravel – ASTM C295 (single grading) <sup>B</sup>	\$ 450
14. Petrographic Analysis of WC Sand – ASTM C295 (pre-graded) <sup>B</sup>	\$ 850
15. Potential Reactivity Test ASTM C289 Chemical Method <sup>D</sup>	\$ 495
16. Potential Reactivity ASTM C227 Mortar Bar Method (3 months) <sup>B</sup>	\$ 785
Each additional month	\$ 118
17. Potential Reactivity Test ASTM C1260 Rapid Method <sup>B</sup>	\$ 625
18. Potential Reactivity ASTM C1293 Mortar Bar w/ Pozz (12 month) <sup>B</sup>	\$ 1600
Extend to 24-months add \$1200 expense (p. One & One Weight)	\$ 800
19. Potential Reactivity Test ASTM C1567 Rapid-Cement Combo <sup>B</sup>	\$ 760
20. R <sub>v</sub> Value - ASTM D2844, CT 301 (Treated material by quote) <sup>B</sup>	\$ 315
21. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206) <sup>B</sup>	\$ 110
22. Specific gravity w/ absorption - fine (ASTM C128, CTM 207) <sup>B</sup>	\$ 130
23. Sulfate Soundness, 5 cycle test per primary size – ASTM C88 <sup>D</sup>	\$ 365
24. Thermal Resistivity of Soil (including 1 proctor curve)	\$ 1000
25. Uncompacted Void Content of Fine Aggregate – AASHTO T304 <sup>B</sup>	\$ 175
26. Unit weight – ASTM C29	\$ 72
<b>E. Soil-Cement / CTB Tests</b>	
1. Lime Treatment: pH by Rades & Grim – ASTM D6287 <sup>B</sup>	\$ 345
2. Lime Treatment: Fabrication & Compaction (3) – ASTM D1551 <sup>A</sup>	\$ 425
3. Lime Treatment: Compressive Strength (m) – ASTM D5102 <sup>B</sup>	\$ 105
4. Soil Cement – Moist.-Dens. - ASTM D558 – Lab Mix <sup>B</sup>	\$ 395
5. Soil Cement – Moist.-Dens. - ASTM D558 – Field Mixed <sup>C</sup>	\$ 295
6. Soil Cement – Wet-Dry Durability – ASTM D559 <sup>B</sup>	\$ 940
7. Soil Cement – Freeze-Thaw Durability – ASTM D560 <sup>B</sup>	\$ 1100
8. Soil Cement – Mix, Compact & Cure Specimen – ASTM D1631 <sup>A</sup>	\$ 125
9. Soil Cement – Compressive Strength - on sample – ASTM D1631 <sup>A</sup>	\$ 115
10. Cement Treated Base (CTB), compact & cure <sup>B</sup>	\$ 425
11. Cement Treated Base – Compression (m)	\$ 105
12. Cement Treated Base – Stability (3)	\$ 525

**F. Rip Rap / Block Slope Protection / Dimensional Stone Tests**

1. Rock Gradation <sup>D</sup>	hourly engineering charge (per quote)
2. Absorption / Apparent Specific Gravity – ASTM C127, CTM 206 <sup>D</sup>	\$ 125
3. Durability – CTM 229 <sup>D</sup>	\$ 265
4. Percentage Wear – ASTM C131 <sup>D</sup>	\$ 225
5. Compressive Strength – ASTM C170 <sup>D</sup>	\$ 125
6. Water Absorption & Density – ASTM C97 (3 required) <sup>D</sup>	\$ 65
7. Modulus of Rupture – ASTM C99 <sup>D</sup>	\$ 115
8. Flexural Strength – ASTM C880 <sup>D</sup>	\$ 130
9. Sulfate Soundness – ASTM D5340 (5 cycle) <sup>B</sup>	\$ 425
10. Sample Preparation (cutting/crushing/processing – 1 hr min)	\$ 225/hr
<i>(Comp., MOH &amp; Pozz. Sr. require 3 samples ea. to test d. dry conditions (if d. to opt.)          (all prices are for prepared samples. Cutting and machining charges are extra.)</i>	

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

<b>A. Cement</b>	
1. Grab sample (CCR Title 24) includes 1 year storage	\$ 55
2. Compression Test – High Strength Groat 2" cube – ASTM C109	\$ 45
<b>B. Concrete</b>	
1. Concrete compression: 6x12 cylinder – ASTM C39 <sup>A</sup>	\$ 26
2. Concrete compression: 4x8 cylinder – ASTM C39 <sup>A</sup>	\$ 24
3. Concrete cylinder pickup: 6x12 (>25ft. radius of Lab add hourly pickup rate)	\$ 15
4. Concrete cylinder pickup: 4x8 (>25ft. radius of Lab add hourly pickup rate)	\$ 12
5. Concrete cylinder mold (w/ lid - spare)	\$ 6
6. Concrete core compression test – ASTM C41 <sup>C</sup>	\$ 55
7. Concrete Trial Batch (includes 4 compressive tests)	\$ 765
8. Concrete Mix Design Review (includes testing & revision)	\$ 230
9. Concrete mix proportion revision	\$ 150
10. Density of concrete cylinder (unit weight) <sup>C</sup>	\$ 64
11. Drying shrinkage – ASTM C157 (set of 3, 5 ages) <sup>B</sup>	\$ 495
12. End preparation of cores, diamond sawing, per cut	\$ 20
13. Flexural beam pickup (>25ft. radius of Lab add hourly pickup rate)	\$ 40
14. Flexural strength, 6"x6" beam – ASTM C78 & C293 <sup>A</sup>	\$ 80
15. Shotcrete/Gunitite core compression test (not including coring)	\$ 35
16. Coring of Shotcrete/Gunitite panel in laboratory, each core	\$ 50
17. Shotcrete/Gunitite panel pickup (>25ft. radius of Lab add hourly pickup rate)	\$ 65
18. Lab trial batch, not including specimen tests – ASTM C192	Per Quote
19. Lightweight, insulating concrete compress, 4 req. – ASTM C495	\$ 65
20. Lightweight insulating concrete – unit weight (oven dry)	\$ 95
21. Modulus of elasticity, 4"x8" cylinder – ASTM C469 <sup>D</sup>	\$ 215
22. Non-Shrink (Dry-Pack) Groat Compression – 2"x2"x2"	\$ 45
23. Petrographic Analysis - Hardened Concrete – ASTM C856 (per core) <sup>B</sup>	\$ 950
24. Poisson's Ratio on 6"x12" cylinders – ASTM C469 <sup>D</sup>	Per Quote
25. Splitting tensile – ASTM C496 <sup>D</sup>	\$ 175
26. Thermal Resistivity – Concrete - FTB	\$ 1000
<b>C. Masonry</b>	
1. Absorption - brick, 5 required – ASTM C67 <sup>D</sup>	\$ 75
2. Absorption - masonry unit, 3 required – ASTM C140 <sup>D</sup>	\$ 60
3. Compression, brick, 5 required – ASTM C67 <sup>D</sup>	\$ 50
4. Compression - masonry core <sup>C</sup>	\$ 50
5. Compression - masonry piers 8"x 8" – ASTM C1314	\$ 155
6. Compression - masonry unit, 3 required – ASTM C140 <sup>D</sup>	\$ 90
(requires absorption/unit weight tests for net area)	
7. Dimensions – masonry unit, 3 required <sup>D</sup>	\$ 55
8. Compression test, groat specimens	\$ 40
9. Compression test, mortar specimens	\$ 40
10. Diamond sawing of masonry specimens, if required (minimum)	\$ 30
11. Efflorescence	\$ 285
12. Linear shrinkage, masonry unit, set of 3 – ASTM C426 <sup>B</sup>	\$ 485
13. Masonry Prism Pickup (m.)	\$ 75
14. Masonry Unit Acceptance Tests – ASTM C140 <sup>D</sup>	\$ 595
(includes absorption, compression, dimensions, unit weight)	
15. Mortar Aggregate Ratio – ASTM C780 (A4) <sup>B</sup>	\$ 345
16. Modulus of rupture, brick, 5 required – ASTM C67 <sup>D</sup>	\$ 95
17. Moisture content - masonry unit (as received), 3 req'd – ASTM C140 <sup>D</sup>	\$ 50
18. Relative Mortar Strength - CTM 515 <sup>D</sup>	\$ 420
19. Shear test on masonry core – CBC 2105A.4 <sup>B</sup>	\$ 115
20. Tensile test on masonry block	\$ 295
21. Unit weight, masonry unit, 3 required – ASTM C140 <sup>D</sup>	\$ 55
22. Visual Examination & Photo-Document Core – CBC 2105A.4 <sup>B</sup>	\$ 50

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

<b>A General Testing</b>		
1. Processing mill certification (each size & heat)	\$30 ea.	
2. Rockwell or Brinell Hardness, average of three readings	\$35 ea.	
3. Zinc coating, each item (includes Haz Mat Fee) <sup>C</sup>	\$215	
<b>B Reinforcing Steel</b>		
1. Deformation, reinforcing steel <sup>C</sup>	\$60	
2. Pre-stress, strand or wire, tensile & elongation <sup>B</sup>	Per Quote	
3. Proof test on post-tension assembly	Per Quote	
4. Bend Test (rebar) <sup>C</sup>	\$50	
5. Tensile test (rebar), up to & including #8 <sup>C</sup>	\$55	
6. Tensile test (rebar) #9, #10, #11 <sup>D</sup>	\$95	
7. Tensile test (rebar) #14, #18 <sup>D</sup>	\$215	
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar) <sup>D</sup>	\$215	
<b>C Structural Steel</b>		
1. Cutting & machining charges	cost + 15%	
2. Bend test, structural, all sizes	\$75	
3. Tensile test, structural, <1/2" cross-section (cutting & machining extra)*	\$75	
4. Tensile test, structural, >1/2" cross-section (cutting & machining extra)*	\$125	
5. Flattening test of pipe	\$65	
*Tensile and yield by percent offset, add \$83		
<b>D High Strength Bolts</b>		
1. D5A-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer) <sup>D</sup>	\$335	
2. Bolts - proof load (non-D5A) <sup>D</sup>	\$ 45	
Bolts - ultimate load <sup>D</sup>	\$ 65	
Bolts - hardness <sup>D</sup>	\$ 35	
3. Nuts - proof load <sup>D</sup>	\$ 45	
Nuts - hardness <sup>D</sup>	\$ 35	
4. Washers - hardness <sup>D</sup>	\$ 35	
<b>E Welding Procedure and Welder Qualification Tests</b>		
	<i>Coupon thickness: (mild steel only)</i>	<i>to 1/8"</i> <i>over 1/8"</i>
1. Fracture bend (fillet)		\$45
2. Macroetch	\$55 ea.	
3. Free bend		\$65
4. Nick break	\$45 ea.	\$35
5. Side, face or root bend	\$28 ea.	\$35
6. Tensile	\$40 ea.	\$50
7. Welder Qualification Records		\$115
<i>Includes evaluation of test specimens and preparation of Stamped Welder/Procedure Qualification Records per applicable code.</i>		
*Welder qualification examinations are given in our laboratory or at fabricator's shop with 4-hour minimum witnessing charge.		
**Fees listed are for tests only. Sample preparation, coupon machining, etc., will be charged at applicable hourly lab rates and cost plus 15% for Outside Direct Costs.		

**VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS**

1. Calibration Certificates	Per Quote
2. Density of Sprayed Fireproofing	\$85
3. Roof Tile Strength	\$95
4. Roof Tile Absorption	\$75
5. Roof Cut Tests (total weight only)	\$85
6. Jobsite Trailer or Mobile Laboratory	Per Quote
7. Universal Testing Machine (Hourly)	\$225
8. Ground Rod Test (plus travel)	\$175

**VII. ASPHALT & ASPHALTIC CONCRETE**

<b>A Emissions And Slurry Seals</b>	
1. Consistency test - ASTM D3910 <sup>A</sup>	\$85
2. pH determination <sup>B</sup>	\$75
3. Oven cook off (% residue) <sup>A</sup>	\$100
4. Solids content by evaporation and ignition extraction (slurry) <sup>A</sup>	\$225
5. Wet Track Abrasion - ASTM D3910 (prep. not included) <sup>A</sup>	\$270
<b>B Asphaltic Concrete, Aggregate And Mixes</b>	
1. Bulk Specific Gravity (HVEEM - 3 pt. LTMD) CT308 / T166 <sup>A</sup>	\$220
2. Coring of asphaltic concrete - See Section E Diamond Coring	
3. Extraction, % bitumen and sieve analysis	
Ignition Oven Method - CTM 382, 302 <sup>A</sup>	\$235
Solvent Extraction Method - ASTM D2172 <sup>B</sup>	\$385
4. Extraction, % bitumen only	
Ignition Oven Method - CTM 382 <sup>A</sup>	\$155
Solvent Extraction Method - ASTM 2172 <sup>B</sup>	\$305
5. Film stripping - CTM 302 <sup>C</sup>	\$165
6. Gyrotory Compaction, 6" specimen, Lab Mix* - AASHTO T312 <sup>B</sup>	\$350
7. Gyrotory Compaction, 6" specimen, Plant Mix* - AASHTO T312 <sup>B</sup>	\$300
* Add \$110 for Asphalt Rubber	
8. Hamburg Wheel Track - AASHTO T324 <sup>B</sup>	\$1,450
9. Ignition Oven Correction Factor - CTM 382 <sup>B</sup>	\$650
10. Marshall - Preparation & Compaction <sup>A</sup>	\$205
11. Marshall - Stability and flow (core) - ASTM D6927 <sup>A</sup>	\$125
12. Marshall - Stability and flow (bulk) - ASTM D6927 <sup>B</sup>	\$325
13. Marshall - Specific Gravity - ASTM D2926 <sup>A</sup>	\$225
14. Mix proportion - Marshall Method <sup>D</sup>	\$2,900
with R.A.P. <sup>B</sup>	\$3,700
15. Mix proportion - HVEEM Method <sup>D</sup>	\$2,700
with R.A.P. <sup>B</sup>	\$3,500
16. Theoretical Maximum Specific Gravity (RICE) - D-2041, CT 309 <sup>A</sup>	\$200
17. Moisture content - ASTM D-1461 <sup>A</sup>	\$115
18. Recovery of Extracted Asphalt (extraction only) - ASTM D5404 <sup>D</sup>	\$250
19. Recovery of rubber from ARHM extraction <sup>D</sup>	\$315
20. Specific gravity of core - ASTM D2726 <sup>A</sup>	\$60
21. HVEEM Stabilometer test on premixed sample - CTM 366 <sup>A</sup>	\$185
Stabilometer test and mixing of sample <sup>D</sup>	\$400
22. Surface Abrasion - CTM 360 <sup>C</sup>	\$525
23. Resistance to Moisture Induced Damage - T-283 <sup>D</sup>	\$2,650
24. Resistance to Moisture Induced Damage - CT 371 <sup>B</sup>	\$1,850

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

**ANALYSIS Standard Turn-Around-Time:** (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. EUSM TAT prioritizes testing over other samples. PRIORITY TAT dedicates technician to complete test as quickly as possible per the method specifications - hourly charges will apply for weekend or holiday work.

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

**NON-COLLUSION AFFIDAVIT**

State of California    )  
                                  ) ss.  
County of Los Angeles)

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.”

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Place of Residence

Subscribed and sworn to before me this \_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public in and for the County  
of  
State of California.

My Commission Expires \_\_\_\_\_, 20\_\_.

## **WORKERS' COMPENSATION INSURANCE CERTIFICATE**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: \_\_\_\_\_

(Contractor) \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Attest:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)