

## AMENDMENT TO CONTRACT

# 1

The County of San Benito ("COUNTY") and Earth Systems Pacific ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

### 1. Existing Contract.

#### a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated 6/13/2017.

#### b. Prior Amendments. (Check one.)

☒ [ X ] The initial contract previously has not been amended.

☐ [ ] The initial contract previously has been amended. The date(s) of prior amendments are as follows:

#### c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

### 2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

#### a. Term of the Contract. (Check one.)

☐ [ ] The term of the original contract is not modified.

☒ [ X ] The term of the original contract (Exhibit 1) is extended from the current expiration date of June 13, 2020, to a new expiration date of June 13, 2022. Provisions in the original contract (Exhibit 1) regarding automatic extensions shall be extended accordingly.

#### b. Scope of Services. (Check one.)

☐ [ ] The services specified in the original contract (Exhibit 1) are not modified.

☒ [ X ] The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☒ [ X ] The services specified in the original contract are modified only as specified below:

#### Modified Scope of Services:

Attachment A (Scope of Services) to the Original Contract (Exhibit 1) is hereby amended to add additional on-call environmental review services, including but not limited to conducting environmental review studies, testing, assessments and preparation of reports.

Paragraph A of Article A-1 is hereby amended to read as follows:

- A. The COUNTY contracts with the Consultant (hereinafter referred to as "CONTRACTOR") as an independent contractor to provide consultant-engineering and environmental services described in Article A-2 and enumerated in Article A-3 of this Attachment A, on an on-call basis.

Paragraph C of Article A-1 is hereby amended to read as follows:

- C. Task Orders may be for comprehensive engineering services necessary to complete the preparation of plans, specifications, and engineer's estimate (PS&E), leading to the advertisement and construction of a PROJECT, or any other specific service, including but not limited to environmental review services, normally performed including, but not limited to, investigating, analyzing, preparing reports or other work identified in completion of a public works infrastructure project.

Paragraph A of Article A-2 is hereby amended to read as follows:

- A. The work to be performed by the CONTRACTOR under this contract includes professional services for various COUNTY Public Works PROJECTS, including but not limited to general civil and transportation engineering, structural engineering, geotechnical engineering and materials testing, water resources engineering, electrical and control systems engineering, surveying, and environmental review services. Work shall be done in accordance with the latest year Caltrans adopted Standard Plans and Specifications, and in compliance with the California Environmental Quality Act (CEQA) and implementing Guidelines, the National Environmental Policy Act (NEPA) and implementing regulations, and all other federal, state, and local laws and regulations, as applicable.

Paragraph E is hereby added to Article A-3 to read as follows:

- E. Environmental Review Services

CONTRACTOR shall provide environmental review services, including but not limited to conducting environmental review studies, testing, assessments and preparation of reports, in compliance with the requirements of the California Environmental Quality Act (CEQA) and implementing Guidelines, the National Environmental Policy Act (NEPA) and implementing regulations, and all other federal, state, and local laws and regulations as applicable to the environmental work as described in the applicable Task Order.

All other provisions of Attachment A to the original contract (Exhibit 1) shall remain the same.

- ☐ The services specified in the original contract are deleted in their entirety and replaced with the following services:

**New Scope of Services:**

**c. Payment Terms. (Check one.)**

- ☐ The payment terms in the original contract (Exhibit 1) are not modified.  
☒ The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)  
☒ The payment terms are modified only as specified below:

**Modified Payment Terms:**

Attachment B (Payment Terms) to the original contract (Exhibit 1) is hereby amended to increase the compensation by an additional amount not to exceed \$250,000.00, for additional services provided under this amendment to the contract, as follows:

Original Contract:	\$250,000.00
1 <sup>st</sup> Amendment:	<u>\$250,000.00</u>
Total:	\$500,000.00

Paragraph B-3 to hereby amended to read as follows:

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (check one)

- ☐ a total lump sum payment of \$\_\_\_\_\_, or  
☒ a total sum not to exceed \$500,000.00,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this Amendment #1, and pursuant to any special compensation terms specified in paragraph B-4.

All other provisions of Attachment B to the original contract (Exhibit 1) shall remain the same.

- ☐ The payment terms are deleted in their entirety and replaced with the following payment terms:

**New Payment Terms:**

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- ☐ One month in arrears.  
☐ Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.  
☐ The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$\_\_\_\_\_, or  
☐ a total sum not to exceed \$\_\_\_\_\_.

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

**B-4. SPECIAL COMPENSATION TERMS: (Check one.)**

- ☐ There are no additional terms of compensation.  
☐ The following specific terms of compensation shall apply:

**d. Other Terms. (Check one.)**

- ☒ There are no other terms of the original contract that are modified.  
☐ Other terms of the original contract are modified only as specified below:

**Other Modified or New Terms:**

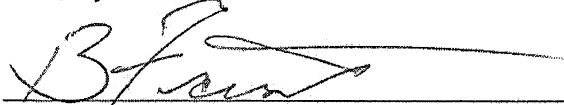
(Insert other modified or new terms.)

**3. Other Terms.**

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

**CONTRACTOR:**

Earth Systems Pacific



By: Brett Faust, Vice President

4/14/2020  
Date

**COUNTY:**

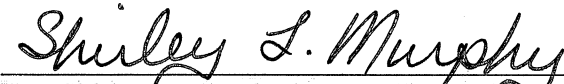
San Benito County Board of Supervisors

By: Jaime De La Cruz, Chair

\_\_\_\_\_  
Date

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office



By: Shirley L. Murphy, Deputy County Counsel

April 14, 2020  
Date

**EXHIBIT 1**  
**TO AMENDMENT # 1**

**ORIGINAL**  
**CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

## **C O N T R A C T**

The COUNTY OF SAN BENITO ("COUNTY") and **Earth Systems Pacific** ("CONTRACTOR") enter into this CONTRACT which shall be effective on the date stated in Paragraph 1.

**1. Duration of Contract.**

This CONTRACT shall commence on 6/13/2017, and end on 6/13/2020, unless sooner terminated as specified herein. Unless terminated, this contract shall automatically renew for two (2) successive one (1) year periods (July 1 – June 30) under the same terms and conditions unless either party, not less than thirty (30) days before the expiration of the contract, gives the other party written notice of intent that the agreement not be renewed.

**2. Scope of Services.**

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this CONTRACT. Attachment A is made a part of this CONTRACT.

**3. Compensation for Services.**

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this CONTRACT.

**4. General Terms and Conditions.**

The rights and duties of the parties to this CONTRACT are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this CONTRACT.

**5. Insurance Limits.**

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000.00 per occurrence, annual aggregate of \$2,000,000.00
- (b) Professional liability insurance: \$1,000,000.00 per claim, \$2,000,000.00 annual aggregate
- (c) Comprehensive motor vehicle liability insurance: \$250,000.00 per person, \$500,000.00 per accident, combined single limit of \$500,000.00

**6. Termination.**

The number of days of advance written notice required for termination of this CONTRACT is 30.

**7. Specific Terms and Conditions (check one)**

[ ] There are no additional provisions to this CONTRACT.

[X] The rights and duties of the parties to this CONTRACT are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this CONTRACT.

[ ] The rights and duties of the parties to this CONTRACT are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this CONTRACT.

**8. Information about Contract Administrators.**

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective CONTRACT administrators for the parties.

Contract Administrator for COUNTY:

Name: James Polfer

Title: Senior Engineer

Address: 2301 Technology Pkwy  
Hollister, CA 95023

Telephone No.: (831) 636-4170

Fax No.: (831) 636-4176

Contract Administrator for CONTRACTOR:

Name: George Barnett, GE

Title: Senior Vice President


Address: 500 Park Center Drive, #1  
Hollister, CA 95023

Telephone No.: (831) 637-2133

Fax No.: (831) 637-0510

**SIGNATURES**

APPROVED BY COUNTY:

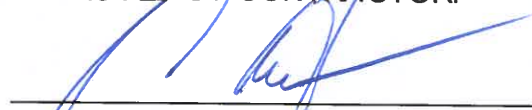


Name: Jaime De La Cruz

Chair, San Benito County Board of Supervisors

Date: 6/13/17

APPROVED BY CONTRACTOR:



Name: George Barnett

Title: Senior Vice President, GE

Date: June 8, 2017

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office



By: Shirley L. Murphy  
Deputy County Counsel

Date: June 8, 2017



## **ATTACHMENT A**

### **Scope of Services**

The CONTRACTOR shall provide the following services related to the COUNTY'S Public Works Infrastructure Projects ("PROJECTS"):

#### **A-1. CONTRACTING OF CONSULTANT**

- A. The COUNTY contracts with the Consultant (hereinafter referred to as "CONTRACTOR") as an independent contractor to provide consultant-engineering services described in Article A-2 and enumerated in Article A-3 of this Attachment A, on an on-call basis.
- B. A request for proposals (RFP), including a project-specific scope of work (collectively referred to as a "Task Order"), will be issued by the COUNTY to the CONTRACTOR for each PROJECT contemplated under this contract. The CONTRACTOR, at the CONTRACTOR'S option, may submit a proposal to perform the work as defined in the RFP. If said proposal is acceptable to the COUNTY, COUNTY will issue a Notice to Proceed on the Task Order.
- C. Task Orders may be for comprehensive engineering services necessary to complete the preparation of plans, specifications, and engineer's estimate (PS&E), leading to the advertisement and construction of a PROJECT, or any specific service normally performed including, but not limited to, investigating, analyzing, preparing reports or other work identified in completion of a public works infrastructure PROJECT.
- D. The CONTRACTOR'S services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of the work, based on the Task Order schedule mutually agreed upon in advance by the COUNTY and the CONTRACTOR and consistent with schedules established in this contract.
- E. The CONTRACTOR'S primary staff for this contract shall be listed in Attachment A-1, attached hereto and incorporated herein by reference. Any substitutions of personnel shall be approved by the COUNTY, which approval shall not be unreasonably withheld. The CONTRACTOR shall include in the proposal for each Task Order submitted by the CONTRACTOR the names and classifications of employees that will be assigned to said Task Order. The CONTRACTOR shall not reassign such employees without notification to and prior approval by the COUNTY.
- F. The CONTRACTOR may retain, as subcontractors, specialists in such engineering disciplines (including, but not limited to, structural,

mechanical, transportation, environmental, water resources, electrical, surveying and geotechnical) as the CONTRACTOR requires to assist in completing the work. All subcontractors used by the CONTRACTOR shall be approved in writing by the COUNTY before they are retained by the CONTRACTOR, which approval shall not be unreasonably withheld. The subcontractors listed in Attachment A-2, attached hereto and incorporated herein by reference, shall be considered as approved by the COUNTY. Should the CONTRACTOR retain any subcontractors, the maximum amount of compensation to be paid to the CONTRACTOR shall not be increased, and any additional compensation to be paid to the CONTRACTOR for such subcontractors' work shall be limited to a maximum of ten (10%) of the total costs incurred by the CONTRACTOR as a result of the subcontractor's involvement in any Task Order. Additional fees other than the 10% markup on subcontractor's charges shall not be reimbursed.

**A-2. DESCRIPTION OF THE WORK COVERED BY AGREEMENT**

- A. The work to be performed by the CONTRACTOR under this contract includes professional services for various COUNTY Public Works PROJECTS, including but not limited to, general civil and transportation engineering, structural engineering, geotechnical engineering and materials testing, water resources engineering, electrical and control systems engineering, and surveying. Work shall be done in accordance with the latest year Caltrans adopted Standard Plans and Specifications, when applicable.
- B. The CONTRACTOR agrees to provide the professional services that are necessary for each PROJECT as described in the Task Order when expressly authorized in writing by the COUNTY. Such work by the CONTRACTOR shall not begin until the CONTRACTOR has received a written Notice to Proceed from the COUNTY authorizing the necessary service, agreed upon fee, and scope of work.
- C. The CONTRACTOR shall submit progress reports on each specific PROJECT in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for the COUNTY: to determine if the CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- D. The CONTRACTOR shall meet with the COUNTY, as needed, to discuss progress on the Task Order.

### **A-3 CONTRACTOR'S SERVICES**

The CONTRACTOR shall submit proposals in response to RFPs issued by the COUNTY on a project-by-project basis. The CONTRACTOR'S proposal at a minimum shall include, but not be limited to, qualifications of staff assigned to the Task, proposed method and schedule for completing the Task(s), completed federal forms, and a sealed cost proposal. The CONTRACTOR agrees that each professional or other individual performing work on any such Tasks shall be adequately trained to perform the work and shall possess the proper license, certification or registration as required by law or by accepted standards of the applicable profession. The CONTRACTOR agrees to provide the professional services that are necessary to perform the following when expressly authorized in writing by the COUNTY:

#### **A. Technical Reports:**

1. Ascertain the requirements for Technical Reports through meetings with the COUNTY and a review of existing information on the PROJECT.
2. The CONTRACTOR shall prepare and submit technical reports to the COUNTY for each assigned Task Order. Technical reports shall be prepared in accordance with the appropriate format required by local, state and federal laws, regulations and guidelines.
3. When requested by the COUNTY, the CONTRACTOR shall attend meetings with the COUNTY, federal, state and/or local representatives to discuss and review the technical report. CONTRACTOR shall prepare brief minutes of meetings attended and submit the minutes to the COUNTY within seven (7) days.
4. The CONTRACTOR shall submit each technical report to the COUNTY for transmittal to other appropriate agencies for their review and approval. The CONTRACTOR shall revise and resubmit each technical report as necessary until approved by all appropriate agencies. Standard submittal shall be five (5) reproducible copies and one (1) electronic copy of each technical report. The CONTRACTOR shall verify compatible format and quantity prior to final delivery.
5. The CONTRACTOR shall prepare technical studies and estimates on 8 ½" by 11" pages, provide hard copy and electronic format as standard submittal; and prepare documents in Microsoft Word 2010 or later, Microsoft Excel 2010 or later, or Adobe 9.0 or later, or other mutually agreed upon format. Such submittals shall be furnished on appropriate media, such as compact disc (CD), flash

drive, or the equivalent. CONTRACTOR shall verify compatible format and quantity prior to final delivery.

6. The CONTRACTOR shall submit five (5) hard copies of each drawing prepared with AutoCAD Civil 3D, version 2015 or later and an electronic copy in the form of .DXF or DWG files. Such submittals shall be furnished on appropriate media, such as CD, flash drive, or the equivalent. The CONTRACTOR shall verify a compatible format prior to final file delivery.

**B. Prepare Design Plans, Technical Specifications and Construction Estimate:**

The CONTRACTOR shall:

1. Ascertain the requirements for the Task Order through meetings with COUNTY staff and a review of an existing schematic layout of the PROJECT.
2. Ascertain any requirements, unforeseen criteria, or issues for the PROJECT that may be unknown to the COUNTY and communicate these requirements, criteria, or issues to the COUNTY.
3. Provide surveying, if included in the Task Order.
4. Design the PROJECT to conform to requirements of the reviewing agencies having jurisdiction over the PROJECT.
5. Design the PROJECT to include mitigation measures included in the environmental document.
6. Monitor and keep the COUNTY informed regarding the impact of design issues on the PROJECT budget. Upon the written request of the COUNTY, the CONTRACTOR shall incorporate into the design, such reasonable design and operational changes as the COUNTY deems appropriate as a result of the COUNTY'S review processes and impact on each PROJECT budget or estimate.
7. Assist the COUNTY in determining all permits that may be required for the PROJECT and prepare all necessary permits for the COUNTY'S submittal to outside agencies.
8. Work with the COUNTY to ensure that the plans, specifications and estimate meet all requirements to be advertised for construction bids.
9. Prepare a detailed estimate, which shall identify the construction components and requirements of the PROJECT.
10. If required by approval agencies, submit to the COUNTY in the appropriate agency forms, the PROJECT background information

and recommended testing and inspection list for materials to be used for each PROJECT identifying type, quantity, frequency, and schedule. Submit required numbers of sets of plans, specifications, and other documents required by approval agencies to the COUNTY.

11. Prepare technical specifications and estimate setting forth in detail the work to be done, the materials, workmanship, and equipment required for the other components of construction necessary to provide the COUNTY a complete and functional PROJECT for its intended purpose within the requirements of the contract and Task Order.
12. Assist the COUNTY in developing base bid and additive bid item schedules.
13. Submit to the COUNTY the projected and final construction estimate. Verify the reasonableness of the estimated construction period for construction contract bidding purposes as provided by the COUNTY and identify long delivery times of materials and equipment which will control the length of the construction contract.
14. Respond to Requests for Clarification during the bidding process and submit to the COUNTY for review and approval any additional specifications, clarifications, or additional plan sheets deemed necessary. Responses should be submitted within three (3) working days of receipt.
15. Assist the COUNTY in evaluating the bids received.
16. Delete or otherwise change portions of the construction work at the request of the COUNTY if the lowest bid for the construction contract exceeds the COUNTY approved engineer's estimate (which will include the CONTRACTOR'S design contingency amount approved by the COUNTY) by 10% or more; and if the COUNTY rejects all bids, modifications performed by the CONTRACTOR shall be completed on a time schedule commensurate with the scope of the changes and as set forth by the COUNTY, and the CONTRACTOR will be compensated on a time and materials basis, as agreed to in writing, by the COUNTY and the CONTRACTOR.

17. Submit to the COUNTY four (4) copies of the 30%, 60% and 90% plans (22" X 34" format), specifications and estimates for review. Submit progress prints and final originals of the plans, specifications, and estimates. Prior to submission of plans, the CONTRACTOR shall request from the COUNTY examples of acceptable drafting format and reproducible standards. Verification of compatible format will be required prior to final file delivery. The COUNTY, at its discretion, may reject a submittal that is determined insufficient.
- a. 30% plans, specifications and estimates shall include copies of utility locations, centerline stationing, proposed and existing right-of-way, typical sections and structural sections.
  - b. 60% plans, specifications and estimates shall include 30% plan information and in addition, preliminary cross sections and earthwork calculations at 25' or 50' intervals, adequate information to allow construction survey staking, permits, preliminary profile grade, an updated engineer's estimate, and shall address comments and include necessary revisions as identified by the COUNTY in the 30% review.
  - c. 90% plans, specifications and estimates shall include 60% plan information and in addition, updated cross sections and earthwork, profile grade, technical specifications, typical sections and the PROJECT details, and shall address comments and include necessary revisions as identified by the COUNTY in the 60% review.
  - d. Final original plans, specifications and estimates to be delivered to the COUNTY shall include:
    - i. One (1) original reproducible plan set on 22" by 34" sheets of 4 mil thick double matte film.
    - ii. One (1) reproducible copy of cross sections on 22" by 34" sheets of 4 mil thick double matte film.
    - iii. One (1) CD, DVD, flash drive, or other equivalent media, with final plans, cross sections and slope stake information, design calculations, quantity calculations, and other design information as applicable to the PROJECT Task Order.
    - iv. One (1) stamped and wet signed paper copy and one (1) CD, DVD, flash drive, or other equivalent media, with final specifications and estimates.

18. Plan sheets, cross sections, earthwork calculations and slope stake information shall be in AutoCAD Civil 3D, version 2015 or later. Slope stake information shall include 50-foot intervals for tangent sections and 25-foot intervals for curved sections. Specifications shall be in Microsoft Word, version 2010 or later and on 8 ½" by 11" pages. Final engineer's estimates shall be in Microsoft Excel, version 2010 or later and on 8 ½" by 11" pages. Estimates shall specify specialty and/or final pay items as described in the Caltrans State Standard Specifications. Verification of compatible format will be required prior to final file delivery.
19. The COUNTY will package the CONTRACTOR'S documents with those other documents that together will comprise the COUNTY'S construction contract and bid specifications.
20. The CONTRACTOR shall deliver to the COUNTY three (3) weeks prior to the proposed advertising date (which will be determined by the COUNTY) the final completed original drawings and specifications for the COUNTY'S printing and distribution of bid sets to interested contractors. The original drawings and specifications index sheet shall be stamped by a seal with the CONTRACTOR'S and subcontractor's license numbers and license renewal dates and/or signed in accordance with the California Business and Professions Code.

**C. Construction Observation Services:**

1. The CONTRACTOR shall attend the preconstruction conference scheduled by the COUNTY.
2. When requested by the COUNTY, the CONTRACTOR shall attend meetings with county, federal, state and/or local representatives. The CONTRACTOR shall prepare brief minutes of all meetings attended and submit those minutes to the COUNTY within seven (7) calendar days.
3. The CONTRACTOR shall make recommendations to the COUNTY on all claims of the COUNTY or the CONTRACTOR and all other matters relating to the execution and progress of work, including interpretation of the contractor's construction contract documents.
4. Within seven (7) calendar days of the COUNTY'S request, the CONTRACTOR shall review and make recommendations for samples, schedules, shop drawings, and other submissions for general conformance with the design concept of the PROJECT and for general compliance with the plans and specifications and information given by the CONTRACTOR'S contract documents.

5. Within two (2) working days, the CONTRACTOR shall respond to requests from the COUNTY for information needed from the CONTRACTOR in order to clarify construction plans and specifications and to review the construction contractor's cost estimates for all change orders.
6. The CONTRACTOR shall recommend and assist in the preparation of such change orders as deemed necessary with supporting documentation, calculations and estimate, for review and issuance of change orders by the COUNTY to obtain appropriate agency acceptance and approval.
7. The CONTRACTOR shall assist the COUNTY, at the COUNTY'S express, written authorization, with any claim resolution process involving the construction contractor and the COUNTY as specified hereunder, including serving as a witness in connection with any public hearings or legal proceeding, including dispute resolutions required by law or hereunder. The parties recognize that this clause is provided as a means of expediting resolution of claims among the construction contractor, the COUNTY, and the CONTRACTOR. However, it is understood the CONTRACTOR is not an intended third party beneficiary of this clause. Compensation for these services shall be computed and invoiced at hourly rates listed in Attachment B-1 attached hereto and incorporated herein by reference. The CONTRACTOR shall identify rates for expert witness services, subject to review and approval or disapproval by the COUNTY, in Attachment B-1. Any proposed fee schedule (i.e.: Attachment B-1) which fails to identify rates for expert witness services by the CONTRACTOR will be rejected by the COUNTY. Any assistance provided by the CONTRACTOR as described in this Article shall also be subject to the following:
  - a. The COUNTY may believe the CONTRACTOR'S work under this contract to have included negligent errors or omissions, or that the CONTRACTOR may otherwise have failed to comply with the provisions of this contract, either generally or in connection with its duties as associated with a particular PROJECT; and that the cause(s) for a claim by the construction contractor may be attributable, in whole or in part, to such conduct on the part of the CONTRACTOR. Upon notice by the COUNTY, the payments to the CONTRACTOR for such arguably deficient services shall be held in suspense by the COUNTY until a final determination



has been made, of the proportion that the CONTRACTOR'S fault bears to the fault of all other parties concerned.

- b. Such amounts held in suspense shall not be paid to the CONTRACTOR, pending the final determination as to the CONTRACTOR'S proportional fault. However, the appropriate percentage of such amount held in suspense shall be paid to the CONTRACTOR, once a final determination has been made, and the CONTRACTOR thereafter submits a proper invoice to the COUNTY. Payment shall be issued in accordance with this contract.
8. At intervals appropriate to the stage of construction, or as otherwise deemed necessary by the CONTRACTOR, the CONTRACTOR shall visit the PROJECT site as necessary to become familiar generally with the progress and quality of the work and to determine whether the work is proceeding in general accordance with the contract documents. The CONTRACTOR shall not be required to make exhaustive or continuous onsite inspections unless otherwise directed in the Task Order. The CONTRACTOR shall not be responsible for the construction contractor's failure to carry out the construction work in accordance with the construction contract documents. However, the CONTRACTOR shall immediately advise the COUNTY of any known or observed deviation from the construction contract documents.
9. The CONTRACTOR will not have control over or charge of, and shall not be responsible for construction means, methods, techniques, sequence, or procedure, or for the safety precautions, programs, or equipment in use in connection with the work, since these are solely the construction contractor's responsibility under the construction contract.
10. The CONTRACTOR shall submit progress reports on each specific PROJECT in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for the COUNTY to determine: if the construction contractor is performing to expectations, or is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
11. The CONTRACTOR shall advise the COUNTY of defects and deficiencies observed in the work of the construction contractor,

and may recommend that the COUNTY reject work as failing to conform to the contract documents.

12. The CONTRACTOR shall conduct site visits and field observations to facilitate recommendations by the CONTRACTOR regarding:
  - a. dates of substantial completion.
  - b. dates of final completion.
  - c. the COUNTY'S acceptance of the work.
  - d. the COUNTY'S filing of the Notice of Completion and Issuance of Final Certificate for payment.
  - e. other issues which may require site visits.

**D. Control of Construction Project Site**

The COUNTY agrees that in accordance with generally accepted practices, the COUNTY'S construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction PROJECTS, including safety of all persons and property, and that this requirement shall be made to apply continuously during the course of a PROJECT and shall not be limited to normal working hours. The CONTRACTOR shall not have control over or charge of, and shall not be responsible for, project means, methods, techniques, sequences or procedures, as these are solely the responsibility of the construction contractor. The CONTRACTOR shall not have the authority to stop or reject the work of the construction contractor.

**A-4 COUNTY RESPONSIBILITIES**

1. The COUNTY will issue Task Orders on a project-by-project basis. Task Orders will at a minimum include scope of work, location, and schedule for the PROJECT task.
2. The COUNTY will provide the CONTRACTOR with a PROJECT scope and schedule, and will compensate the CONTRACTOR as provided in this contract.
3. The COUNTY will provide a representative of the COUNTY and, as such, will work with the CONTRACTOR in carrying out the provisions of this contract.
4. The COUNTY will provide basic plan sheet layouts as required.
5. The COUNTY will examine documents submitted to the COUNTY by the CONTRACTOR and timely render decisions pertaining thereto.

6. The COUNTY will provide copies of any available existing as-built plans and right-of-way drawings from the COUNTY'S files.
7. The COUNTY will provide mailing lists and labels for notification of property owners upon the CONTRACTOR'S request.
8. The COUNTY will prepare all legal descriptions and drawings required for right-of-way acquisition and/or temporary construction permits, except as specifically included in the scope of services to be provided by the CONTRACTOR in a PROJECT Task Order.
9. The COUNTY will provide limited assistance in processing required permits.
10. The COUNTY will give reasonably prompt consideration to all matters submitted by the CONTRACTOR for approval to the end that there will be no substantial delays in the CONTRACTOR'S program of work. An approval, authorization or request to the CONTRACTOR given by the COUNTY will be binding upon COUNTY under the terms of this contract only if it is made in writing and signed on behalf of COUNTY by the COUNTY'S contract administrator.

**END OF ATTACHMENT A.**

# **ATTACHMENT A-1**

## ATTACHMENT A-1



**Earth Systems**

**Pacific**

### PRIMARY STAFF MEMBERS

500 Park Center Drive, Ste.1  
Hollister, CA 95023  
Ph: 831-637-2133  
[esp@earthsystems.com](mailto:esp@earthsystems.com)  
[www.earthsystems.com](http://www.earthsystems.com)

Fred J. Potthast, GE  
President/CEO  
Principal-In-Charge

Margaret B. McQuade  
COO, Contracts Administration

Nathan Stoopes, PG  
Managing Principal, Principal Geologist

George Barnett, PE, GE, QSD  
Senior Vice President  
Project Manager, Principal Geotechnical Engineer

Keith Askew, GE  
Senior Geotechnical Engineer

Brett Faust, CEG  
Project Engineering Geologist

Oksan Gouthier, EIT  
Project Engineer

Christopher Cecile  
Project Geologist

John Rowins  
Laboratory Manager

# **ATTACHMENT A-2**

## ATTACHMENT A-2



**Earth Systems**

**Pacific**

### SUBCONTRACTORS

500 Park Center Drive, Ste. 1  
Hollister, CA 95023  
Ph: 831-637-2133  
esp@earthsystems.com  
www.earthsystems.com

Pacific Crest Engineering  
Elizabeth Mitchell, GE  
444 Airport Blvd., Suite 106  
Watsonville, CA 95076

CERCO Analytical  
Darlene Langford  
1100 Willow Pass Court  
Concord, CA 94520

Cruz Brothers Locators  
George Cruz  
5151 Soquel Drive  
Soquel, CA 95073

Cenozoic Exploration  
Jeff Hara  
2090 Cox Road  
Aptos, CA 95003

Exploration Geoservices, Inc.  
John Collins  
1535 Industrial Avenue  
San Jose, CA 95112

Cooper Testing Laboratory  
Peter Jacke  
937 Industrial Avenue  
Palo Alto, CA 94303

**ATTACHMENT B**  
**Payment Schedule**

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- ☒ One month in arrears.  
☐ Upon the complete performance of the services specified in Attachment A.  
☐ The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (check one)

☐ a total lump sum payment of \$ \_\_\_\_\_, or

☒ a total sum not to exceed \$ 250,000.00

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

**B-4. SPECIAL COMPENSATION TERMS: (check one)**

- ☐ There are no additional terms of compensation.  
☒ The following specific terms of compensation shall apply: (Specify)

**ALLOWABLE COSTS AND PAYMENTS**

- A. The CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's Cost Proposal, attached hereto and incorporated herein by reference as Attachment B-1. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this contract.
- B. In addition, the CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary costs that are identified in the Cost Proposal (Attachment B-1) and in the executed Task Order.
- C. Specific PROJECTS will be assigned to the CONTRACTOR through issuance of Task Orders.



- D. After a PROJECT to be performed under this contract is identified by the COUNTY, the COUNTY will prepare a draft Task Order, identifying the scope of services, expected results, PROJECT deliverables, period of performance, and PROJECT schedule, and it will designate a COUNTY PROJECT Coordinator. The draft Task Order will be delivered to CONTRACTOR for review. The CONTRACTOR shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the scope of work and total cost, the finalized Task Order shall be signed by both the COUNTY and the CONTRACTOR.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for a Not to Exceed amount based on specific rates of compensation, both of which must be based on the labor and other rates set forth in the CONTRACTOR's Cost Proposal (Attachment B-1).
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal (Attachment B-1).
- G. When milestone cost estimates are included in the approved Cost Proposal (Attachment B-1), the CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the COUNTY before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. The CONTRACTOR shall not commence performance of work or services until this contract has been approved by the COUNTY Board of Supervisors, and a notification to proceed has been issued by the COUNTY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to the COUNTY and signed by an authorized representative of the COUNTY. No expenditures are authorized on a PROJECT and work shall not commence until a Task Order for that PROJECT has been executed by the COUNTY.
- K. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the COUNTY'S Contract Administrator of itemized invoices in triplicate. Separate invoices

itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each PROJECT as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal (Attachment B-1) and shall reference this contract, PROJECT title, and Task Order number. Credits due to the COUNTY that include any equipment purchased under the provisions of Equipment Purchase of this contract, must be reimbursed by the CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to the COUNTY's Contract Administrator.

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this contract.
- M. The total amount payable by the COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by the COUNTY.
- N. If the CONTRACTOR fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. The total amount payable by the COUNTY for all Task Orders resulting from this contract shall not exceed \$ 250,000.00. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

#### **RETENTION OF FUNDS**

- A. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- B. The COUNTY will hold retainage from the CONTRACTOR and will make prompt and regular incremental acceptances of portions, as determined by the COUNTY, of the work, and pay retainage to the CONTRACTOR based on these acceptances. The CONTRACTOR, or subcontractor, shall return all monies withheld in retention from a subcontractor within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the work by the COUNTY. Federal law (49 CFR 26.29) requires

that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by the CONTRACTOR, deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE contractors and subcontractors.

**END OF ATTACHMENT B.**

# ATTACHMENT B-1

## Cost Proposal

**EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2)**  
**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**  
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed  
 Consultant or Subconsultant

Earth Systems Pacific

Contract No. \_\_\_\_\_

Date 5/25/2017

Fringe Benefit %

(= 0% if included in OH)

38.6

+

Overhead %

161.5

+

General Administration %

(incl.) =

Combined Indirect Cost Rate (ICR) %

FEE % =

10.00%

## BILLING INFORMATION

## CALCULATION INFORMATION

Name/Job Title/Classification <sup>1</sup>	Straight	Hourly Billing Rates <sup>2</sup>		Effective date of hourly rate		Actual or Avg. hourly rate <sup>3</sup>	% or \$ increase	Hourly range - for classifications only
		OT(1.5x)	OT(2x)	From	To			
Engineer/Geologist Principal	\$217.91	\$254.17	\$290.47	6/1/2017	5/31/2018	\$66.00		\$62.00 - \$69.00
	\$224.45	\$261.80	\$299.18	6/1/2018	5/31/2019	\$67.98	3.00%	
	\$231.18	\$269.65	\$308.16	6/1/2019	5/31/2020	\$70.02	3.00%	
Geotechnical Engineer Senior Level	\$174.99	\$204.11	\$233.26	6/1/2017	5/31/2018	\$53.00		\$52.00- \$55.00
	\$180.24	\$210.23	\$240.26	6/1/2018	5/31/2019	\$54.59	3.00%	
	\$185.65	\$216.54	\$247.47	6/1/2019	5/31/2020	\$56.23	3.00%	
Engineer Project Level	\$135.37	\$157.90	\$180.45	6/1/2017	5/31/2018	\$45.00		\$42.00 - \$47.00
	\$139.43	\$162.64	\$185.86	6/1/2018	5/31/2019	\$46.35	3.00%	
	\$143.61	\$167.52	\$191.44	6/1/2019	5/31/2020	\$47.74	3.00%	
Geologist Project Level	\$118.86	\$138.64	\$158.44	6/1/2017	5/31/2018	\$36.00		\$30.00 - \$41.00
	\$122.43	\$142.80	\$163.19	6/1/2018	5/31/2019	\$37.08	3.00%	
	\$126.10	\$147.08	\$168.09	6/1/2019	5/31/2020	\$38.19	3.00%	
Laboratory Manager	\$105.65	\$123.24	\$140.84	6/1/2017	5/31/2018	\$32.00		\$32.00
	\$108.82	\$126.94	\$145.07	6/1/2018	5/31/2019	\$32.96	3.00%	
	\$112.08	\$130.75	\$149.42	6/1/2019	5/31/2020	\$33.95	3.00%	

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.  
 2. Billing rate = actual hourly rate \* (1 + ICR) \* (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.  
 3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

## NOTES:

- Denote all employees subject to prevailing wage with an asterisks (\*)  
 For "Other Direct Cost" listing, see page 2 of this Exhibit

LPP 15-01

January 14, 2015

## Cost Proposal

**EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2)**  
**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**  
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed  
 Consultant or Subconsultant

Earth Systems Pacific Contract No. \_\_\_\_\_ Date 5/25/2017

Fringe Benefit % 38.6 + Overhead % 161.5 + General Administration % \_\_\_\_\_ (incl.) = Combined Indirect Cost Rate (ICR) % \_\_\_\_\_  
 (= 0% if Included in OII) 200.1 (= 0% if Included in OII)

FEE % = 10.00%

BILLING INFORMATION				CALCULATION INFORMATION			
Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective date of hourly rate		Actual or Avg. hourly rate <sup>3</sup>	Hourly range - for classifications only
	Straight	OII(1.5x)	OII(2x)	From	To		
Group 1* Northern California	\$158.29 \$164.19 \$171.06	\$220.95 \$229.78 \$240.11	\$283.60 \$295.40 \$309.15	6/1/2017 7/1/2017 7/1/2018	6/30/2017 6/30/2018 6/30/2019	\$43.56 \$45.61 \$48.00	Not Applicable
Group 2* Northern California	\$152.34 \$158.43 \$164.71	\$212.32 \$221.15 \$230.58	\$272.10 \$284.06 \$296.43	6/1/2017 7/1/2017 7/1/2018	6/30/2017 6/30/2018 6/30/2019	\$41.56 \$43.61 \$45.79	Not Applicable
Group 3* Northern California	\$134.87 \$140.77 \$146.15	\$185.82 \$194.68 \$202.74	\$236.77 \$248.56 \$259.32	6/1/2017 7/1/2017 7/1/2018	6/30/2017 6/30/2018 6/30/2019	\$35.42 \$37.47 \$39.34	Not Applicable
Group 4* Northern California	\$119.83 \$125.73 \$130.36	\$163.27 \$172.10 \$179.06	\$206.68 \$218.47 \$227.74	6/1/2017 7/1/2017 7/1/2018	6/30/2017 6/30/2018 6/30/2019	\$30.19 \$32.24 \$33.85	Not Applicable
							Not Applicable
							Not Applicable

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate \* (1+ ICR) \* (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES: 2018 Prevailing Wage Determination not available, have estimated a 5% increase.

Denote all employees subject to prevailing wage with an asterisks (\*)

For "Other Direct Cost" listing, see page 2 of this Exhibit



**EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2)**  
**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**  
**(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)**

Consultant or Subconsultant Earth Systems Pacific Contract No. \_\_\_\_\_ Date 5/25/2017

[illegible]

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

**January 14, 2015**

## ATTACHMENT B-1 CONTINUED



**Earth Systems**

**Pacific**

### FEE SCHEDULE

Hollister/Fremont/Salinas, California  
(Effective January 1, 2017) \*

500 Park Center Drive, Ste.1  
Hollister, CA 95023  
Ph: 831-637-2133  
esp@earthsystems.com  
www.earthsystems.com

#### BASIS OF CHARGES

1. Field services for prevailing wage projects will be charged in 4-hour increments. Requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
2. Field services for regular work days on non-prevailing wage projects are subject to a 2-hour minimum charge for inspections, consultations, sampling, or show up time. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge. Charges are calculated in two-hour increments and time is accumulated on a portal-to portal basis.
3. Saturdays, night work, and premium hours (before 7 a.m., after 5 p.m. or in excess of 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time.
4. DIR compliance/certified payroll \$50.00/week. DSA upload \$70.00/upload (generally weekly).

#### LABORATORY TESTS - SOILS

Testing of contaminated soil will be per quote; samples will be returned to sender for proper disposal.

	<b>2017*</b>
Atterberg Limits:	
a. Liquid Limit or Plastic Limit .....	\$110.00
b. Plasticity Index .....	\$195.00
C.B.R. (3 points; includes maximum density) .....	\$570.00
C.B.R. (9 points; includes maximum density) .....	\$930.00
Compaction Curves:	
a. 4" Mold .....	\$245.00
b. 6" Mold.....	\$295.00
c. California Impact .....	\$295.00
d. Check Point (one) .....	\$130.00
Consolidation, (one dimensional).....	\$200.00
Consolidation, per load increment (timed) .....	\$90.00
Corrosivity Tests .....	Prices on Request
Direct Shear (quick, per point, 3 points minimum) .....	\$95.00
Expansion Index Test .....	\$195.00
Laboratory Technician (Sample Preparation) .....	\$95.00/hr.
Long Hydrometer Analysis (Assumed Sp. Gr.) with 200 wash .....	\$220.00
Moisture Determination and Unit Weight .....	\$30.00
Moisture Only .....	\$25.00
Permeability Tests .....	Per Quote
R-Value, California State Highway/Set of 3, (no additives) .....	\$295.00
R-Value, California State Highway/Set of 3, cement, lime or other additives .....	\$360.00
Sand Equivalent .....	\$125.00
Minus 200 Wash .....	\$95.00
Sieve Analysis, Aggregate Base/Subbase.....	\$140.00
Sieve Analysis, (Oversize Material) .....	\$205.00
Sieve Analysis with 200 wash .....	\$115.00
Sieve Analysis without 200 wash .....	\$85.00
Specific Gravity .....	\$135.00
Unconfined Compression (untreated) .....	\$95.00
Unconfined Compression (lime treated material) .....	\$475.00

#### CONCRETE, ASPHALT, MASONRY & STEEL TESTING

See Materials Testing Fee Schedule

\*LABORATORY TEST RATES SUBJECT TO 3% ESCALATION ANNUALLY





**FEE SCHEDULE – MATERIALS TESTING**  
Hollister/Fremont/Salinas, California  
(Effective January 1, 2017) \*

**BASIS OF CHARGES**

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (\$95/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

**CONCRETE AGGREGATE**

Abrasion, L.A. Rattler (100 & 500 Revolutions) .....	\$260.00
Absorption, Coarse Aggregate .....	\$70.00
Absorption, Fine Aggregate .....	\$110.00
Angularity, Fine Aggregate .....	\$110.00
Clay Lumps and Friable Particles in Aggregate .....	\$110.00
Cleanliness Value of Coarse Aggregate .....	\$135.00
Crushed Particles (each size) .....	\$115.00
Durability Index, Coarse Aggregate .....	\$145.00
Durability Index, Fine Aggregate .....	\$145.00
Flat and Elongated Particles in Aggregate .....	\$115.00
Laboratory Technician (Sample Preparation) .....	\$95.00/hr.
Organic Impurities in Fine Aggregate .....	\$85.00
Potential Reactivity of Aggregate by Chemical Method (each size) .....	Per Quote
Sand Equivalent .....	\$125.00
Sieve Analysis, washed .....	\$150.00
Soundness, Sodium Sulfate (5 cycles) .....	\$345.00
Specific Gravity, Coarse Aggregate .....	\$90.00
Specific Gravity, Fine Aggregate .....	\$125.00
Unit Weight of Aggregate .....	\$85.00

**CONCRETE CYLINDERS, BEAMS AND CORES**

Compression Test of Cast Cylinders .....	\$35.00
Compression Test of Cored Samples (including surfacing if necessary) .....	\$70.00
Compression Test of Shotcrete Samples (including surfacing if necessary) .....	\$70.00
Concrete/Shotcrete Coring .....	Per Quote
Compression Test of Lightweight Concrete .....	\$50.00
Density of Concrete Cylinders (as received; volume from measurements) .....	\$35.00
Density of Hardened Concrete (volume from measurements) .....	\$75.00
Flexural Strength, Simple Beam with Third Point Loading .....	\$100.00
Unit Weight of Lightweight Concrete .....	\$55.00

**MASONRY**

Absorption of Block (set of 3) .....	\$120.00
Compression Test on Block (set of 3) .....	\$150.00
Compression Test on Grouted Prisms (includes cutting) .....	\$150.00
Compression Test on Masonry Cores .....	\$60.00
Compression Test, 2" x 4" Mortar Cylinders .....	\$35.00
Compression Test, 3" x 3" x 6" Grout Prisms .....	\$60.00
Moisture Content of Block as received (set of 3) .....	\$75.00
Shear Test on Masonry Cores (2 faces) .....	\$95.00
Specific Gravity and Unit Weight of Block (set of 3) .....	\$90.00

\*LABORATORY TEST RATES SUBJECT TO 3% ESCALATION ANNUALLY



### MATERIALS TESTING (Continued)

#### ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples .....	\$45.00
Compaction of Laboratory Samples, California Kneading Compactor (per point) .....	\$80.00
Compaction of Laboratory Samples, Marshall Method (50 blows per side, per point) .....	\$80.00
Compaction of Laboratory Samples, Marshall Method (75 blows per side, per point) .....	\$85.00
Extraction of Oil from A.C. Mixtures.....	\$230.00
Maximum Density (average of 5 samples) .....	\$210.00
Moisture Content .....	\$50.00
Specific Gravity, Theoretical Maximum.....	\$125.00
Stability and Flow, Marshall Apparatus (per point).....	\$75.00
Stability, Hveem Apparatus (average of 3 points, including compaction).....	\$325.00

#### REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, sample preparation not included .....	\$80.00
Pipe Flattening Test (Sample Preparation Not Included) .....	\$45.00
Reinforcing Steel Coupler Tensile and Slip Tests .....	\$240.00
Structural Steel Bend Test (Sample Preparation Not Included) .....	\$80.00
Structural Steel Tensile Test (Sample Preparation Not Included) .....	\$80.00
Structural Steel Machining, per sample (per hour) .....	Cost Plus 20%
Tensile and Bend Tests of Reinforcing Bar, #2 through #9 .....	\$95.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18.....	Per Quote
Sample Preparation .....	\$95.00/hr.

#### HIGH STRENGTH BOLTS

Tensile, Proof Load and Hardness .....	Cost Plus 20%
Chemical Analysis .....	Cost Plus 20%

#### WELDED SPECIMEN TESTS

Face Bend (Sample Preparation Not Included).....	\$40.00
Free Bend (Reinforcing Steel) .....	\$40.00
Nick Break (Reinforcing Steel) .....	\$70.00
Root Bend (Sample Preparation Not Included) .....	\$40.00
Side Bend (Sample Preparation Not Included) .....	\$40.00
Tensile, Proof Load and Hardness .....	Cost Plus 20%

#### EQUIPMENT CHARGES

DR Meter .....	\$35.00/hr.
Rebound Hammer (Schmidt Hammer) .....	\$25.00/hr.
Torque/Tension Test Equipment .....	\$35.00/hr.
Skidmore Bolting Calibration Equipment .....	\$25.00/hr.
Dynamic Cone Penetrometer .....	\$100.00/hr.
Sample Preparation .....	\$95.00/hr.
Concrete and A.C. Coring.....	Cost Plus 20%
Mobile Laboratory .....	Per Quote
Slope Inclinator Equipment.....	Per Quote

\*LABORATORY TEST RATES SUBJECT TO 3% ESCALATION ANNUALLY

## ~~ATTACHMENT A 3~~



**Earth Systems**  
**Pacific**

500 Park Center Drive, Ste.1  
Hollister, CA 95023  
Ph: 831-637-2133  
esp@earthsystems.com  
www.earthsystems.com

### EXPERT WITNESS SERVICES

(Effective January 1, 2017)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

#### HOURLY CHARGES FOR PERSONNEL

	<u>2017</u>	<u>2018</u>	<u>2019</u>
Principal Engineer/Geologist.....	\$250.00	\$257.50	\$265.25
Associate Engineer/Geologist .....	\$225.00	\$231.75	\$238.70
Senior Engineer/Geologist .....	\$200.00	\$206.00	\$212.00
Clerical/Admin Services.....	\$ 85.00	\$ 87.55	\$ 90.00

#### SPECIAL SERVICES

Deposition .....	\$450.00/hr. <sup>2</sup>	\$463.50/hr. <sup>2</sup>	\$477.40/hr. <sup>2</sup>
Arbitration .....	\$450.00/hr.	\$463.50/hr.	\$477.40/hr.
Court Appearance/Hearings .....	\$1,800.00/half day <sup>3</sup>	\$1,854.00/half day <sup>3</sup>	\$1,909.60/half day <sup>3</sup>
Standby to Appear .....	\$900.00/day <sup>4</sup>	\$927.00/day <sup>4</sup>	\$954.80/day <sup>4</sup>

#### BASIS OF CHARGES

1. Hourly rates are charged during investigation, analysis, consultation, and preparation services.
2. Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
3. Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge.
4. Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$900.00. Standby at other locations will be charged at the special services hourly rates.



## **SUBCONTRACTORS**

Following are copies of our subcontractor's current Fee Schedules. The listed fees are subject to a 3 percent annual escalation.

**PACIFIC CREST ENGINEERING INC.****STANDARD FEE SCHEDULE – GEOTECHNICAL GROUP**

January 1, 2017

The following schedule presents our rates for professional services. If desired, services other than construction observation and testing can be contracted on a negotiated fixed fee basis. Hours and mileage for professional and technical services are charged portal-to-portal from our office. Services during construction, such as testing and observation of grading, require both professional and technical services. Depending on the scope and duration of the construction project, an opinion of probable cost can be made. Minimum fee for any project is \$1,500.00. Professional, technical, mileage and laboratory fees and rates are subject to change without notice.

**PROFESSIONAL SERVICES****Billing Rate**

Principal Engineer\Geologist	\$ 175.00 per hour
Associate Engineer\Geologist	\$ 170.00 per hour
Senior Engineer\Geologist	\$ 160.00 per hour
Staff Engineer\Geologist II	\$ 145.00 per hour
Staff Engineer\Geologist I	\$ 135.00 per hour
Senior CAD Operator	\$ 105.00 per hour
CAD Operator	\$ 95.00 per hour
Administrative Staff	\$ 80.00 per hour
Expert Witness	\$ 285.00 per hour
Outside Consultants	1.15X Hourly Rate

**TECHNICAL SERVICES**

Senior Field Engineer (Prevailing Wage Projects)*	\$ 115.00 per hour
Staff Field Engineer (Prevailing Wage Projects)*	\$ 110.00 per hour
Senior Field Engineer (Non-Prevailing Wage Projects - Residential)*	\$ 105.00 per hour
Staff Field Engineer (Non-Prevailing Wage Projects - Residential)*	\$ 95.00 per hour
Construction Inspector (Prevailing Wage, Group 2)	\$ 115.00 per hour
QSP/SWPPP Monitoring Services	\$ 110.00 per hour
Lab Technician	\$ 90.00 per hour
Asphalt Core Drilling (Rig + Staff Time)*	\$ 155.00 per hour

\* Includes nuclear density testing, concrete sampling, and core drilling; two hour minimum charge per site visit.

**OVER TIME**

Over Time	1.5X hourly rate
Sunday/Holiday	2.0X hourly rate
Night Shift	1.8X hourly rate



## MILEAGE EXPENSES

Auto Mileage

\$0.53.5 per mile  
(or current IRS standard rate)

Drill Rig Mileage

No Charge

## OVERTIME

Overtime, when applicable, shall be defined as working more than 8 hours in any one day, more than 40 hours in any one week, and any work performed on Saturdays, Sundays, and Holidays. Double time is billed for Sunday and Holiday work, and for work performed in excess of 8 hours on Saturdays. All other overtime hours are billed as time and a half. Night shift work is shift work commencing after 2:00 pm or before 4:00 am during any 24 hour period starting at 12:01 am. Our normal working hours are 8:00 am to 5:00 pm, Monday through Friday.

## FIELD TESTS

Plate bearing load tests, pile load tests, vane shear tests, piezometer installations, slope inclinometer installations, and other special tests will be charged at standard engineering and personnel rates, plus cost of special equipment.

## INCIDENTAL EXPENSES

Consultant shall be paid the actual cost plus fifteen percent of all other out-of-pocket expenses, including any costs of air travel, applicable sales, use and city taxes, as well as miscellaneous outside services and facilities, including: Subconsultant or Subcontractor fees; equipment rental, drill rig, underground locator, renderings, overnight delivery, permit and plan check fees, and similar expenses.

## SUBSISTENCE

Subsistence charges shall include the actual net cost plus fifteen percent of meals, lodging and local transportation, including car rental costs incurred whenever the Consultant's employees are required to be away from their normal place of business. In lieu of this charge of cost plus fifteen percent, Consultant and Client may agree on a lump sum per diem charge to cover subsistence.

## PRINTS AND SPECIFICATIONS

Reproduction charges for prints and specification books for client use in bidding or construction or at client request will be billed at cost plus fifteen percent.

## COPIES OF PREVIOUS REPORTS

Orders for copies of previously issued work will be billed on a time and material basis (minimum charge of \$25.00).

## DRILLING AND SAMPLING

### Billing Rate

Drill Rig including crew - truck mounted or crawler mounted:

Mobilization	Cost + 15%
Straight Time	Cost + 15%
Over Time	Cost + 15%
Cone Penetrometer Rig (CPT)	Cost + 15%
CPT Travel Time & Mobilization	Cost + 15%

Drilling is charged at 4 hours minimum.

Time is charged portal-to-portal from the drilling rig yard.

Casing, Shelby tubes and any special sampling or subcontract equipment will be charged at cost plus 15%.

## LABORATORY TESTS

### Soil/Aggregate Classification and Index Tests:

Atterberg Limits (Liquid Limit/Plastic Limit/ Plasticity Index):

- |   |          |
|---|----------|
| • Method A (Multi Point), ASTM D-4318/AASHTO T89 & T90  | \$175.00 |
| • Method B (Single Point), ASTM D-4318/AASHTO T89 & T90 | \$150.00 |
| • California Test Method, CT-204                        | \$175.00 |

Grain Size Distribution of Soil:

- |  |          |
|--|----------|
| • Sieve Analysis w/ Hydrometer ASTM D-422/AASHTO T88   | \$200.00 |
| • Sieve Analysis w/o Hydrometer, ASTM D-422/AASHTO T88 | \$110.00 |
| • Material Finer than #200 Sieve ASTM D-1140           | \$ 85.00 |
| • California Test Method, CT-202                       | \$115.00 |

Grain Size Analysis of Aggregate:

- |  |          |
|--|----------|
| • Sieve Analysis ASTM C-136/AASHTO T27                 | \$120.00 |
| • Material Finer than #200 Sieve ASTM C-117/AASHTO T11 | \$ 85.00 |
| • California Test Method, CT-202                       | \$125.00 |

Moisture Determination, ASTM D-2216/AASHTO T265/CT-226	\$ 25.00
--	----------

R-Value:

- |  |          |
|--|----------|
| • Native Soil Samples ASTM D-2844/AASHTO T190/CT-301 | \$280.00 |
| • With Additives, ASTM D-2844/AASHTO T190/CT-301     | \$350.00 |

Sand Equivalent, ASTM D-2419/CT-217	\$120.00
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Specific Gravity of Soil, ASTM D-854/AASHTO T100	\$100.00
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Expansion Index, ASTM D4829	\$200.00
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Cleanliness Value of Coarse Aggregate, CT 227	\$145.00
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Durability Index, CT 229	\$145.00
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Moisture Density Relations/Compaction Curves:

Modified Proctor:

- 4" Mold, ASTM D-1557/AASHTO T180 \$250.00
- 6" Mold, ASTM D-1557/AASHTO T180 \$285.00
- One Point Verification (Check Point) \$100.00

Standard Proctor:

- 4" Mold, ASTM D-698/AASHTO T99 \$250.00
- 6" Mold, ASTM D-698/AASHTO T99 \$285.00
- One Point Verification (Check Point) \$100.00

Cal-Impact Test, CT-216 \$280.00

Strength Tests:

Direct Shear:

- CD Peak and Residual, ASTM D-3080 (per point) \$225.00
- CU Peak and Residual, ASTM D-3080 Modified (per point) \$105.00

Unconfined Compression, ASTM D-2166/AASHTO T208 \$ 80.00

Consolidation & Expansion Tests:

Consolidation, ASTM D-2435 \$380.00

Expansion Pressure, ASTM D-3877 \$325.00

Concrete Testing:

Compressive Strength Testing, ASTM C-39, CT-521 (per cylinder) \$ 40.00

Method of Test For Flexural Strength of Concrete, CT 523 \$145.00

Method of Test For Flexural Strength of Rapid Strength Concrete, CT 524 \$145.00

Hot Mix Asphalt (HMA) Tests:

Bulk Specific Gravity of Compacted Hot Mix Asphalt

- Saturated Surface Dry Method, ASTM D2726/AASHTO T166 \$ 50.00
- Coated Specimens, ASTM D-1188/AASHTO T275 \$ 55.00
- California Test Method, CT-308 \$ 55.00

Moisture Content of HMA, AASHTO T329 \$ 25.00

Theoretical Maximum Density, ASTM D-2041, CT-309 \$145.00

Miscellaneous:

Triaxial, concrete, permeability or other special inspection testing services are individually quoted.





1100 Willow Pass Court, Concord, CA 94520-1006  
925 462-2771 (Fax) 925 462-2775  
California State Certified Laboratory No.2153

## General Information - Soil

- No.8 Sieve - Soil Preparation (per sample) \$35.00
- Composite Fee (per sample) \$15.00
- Extrusion Fee for metal tubes (per sample) \$20.00<sup>(1)</sup>
- CERCO reserves the right to return to client any sample which CERCO is unable to store (per sample) \$20.00
- Soil Sample Amounts (soil must be rock and gravel free and be able to go through a No.8 sieve):
  - ASTM Method (1000-grams or quart size plastic container)
  - CalTrans Method (1000-grams or quart size plastic container)
- Samples received by the laboratory which are deemed to have hazardous components will be returned to the Client at their expense.
- Sample Storage – CERCO will store samples for 30 days from date of receipt. If a client requests that CERCO store a sample longer than 30 days, a storage fee of \$15.00 per month will be assessed.
- All pricing is based on a standard turnaround time of 10-working days. There is an additional surcharge for weekend, holiday and rush order services.
- Courtesy Discount – 11+ samples (Standard List Prices less 10%). CERCO may offer additional discounts based on a specific project and number of samples. Please call for a quote.
- CERCO has technicians available in Contra Costa and Alameda Counties. Call ahead for possible courtesy pickups of projects with five (5) or more samples.
- For more information regarding soil corrosivity and/or cathodic protection, please contact JDH Corrosion Consultants, Inc. at (925) 927-6630.
- CERCO reserves the right to refuse analytical services.

<sup>(1)</sup> We are equipped to extrude most samples and dispose of tubes. We request that you send samples in zip-lock bags or plastic containers with no air space, if possible.

**LABORATORY MINIMUM IS \$60.00**

## Soil Corrosivity Testing (ASTM Packages)

### ASTM Test Methods (Analysis Only)

pH, sulfate, resistivity (100% saturation) & chloride	\$160
<b>Redox, pH, sulfate, resistivity (100% saturation) &amp; chloride <sup>(1)</sup></b>	<b>190</b>
Redox, pH, sulfate, resistivity (100% saturation), chloride & sulfide	230
Redox, pH, sulfate, resistivity (as received & 100% Saturation), & chloride	250
Redox (G200) <sup>(2)</sup> , pH, sulfate, resistivity (100% Saturation), chloride & sulfide	265
Redox, pH, sulfate, resistivity (as received & 100% Saturation), chloride & sulfide	285

### ASTM Test Methods (with Brief Evaluation)

pH, sulfate, resistivity (100% saturation) & chloride	\$210
<b>Redox, pH, sulfate, resistivity (100% saturation) &amp; chloride <sup>(1)</sup></b>	<b>240</b>
Redox, pH, sulfate, resistivity (100% saturation), chloride & sulfide	280
Redox, pH, sulfate, resistivity (as received & 100% Saturation), & chloride	300
Redox (G200) <sup>(2)</sup> , pH, sulfate, resistivity (100% Saturation), chloride & sulfide	315
Redox, pH, sulfate, resistivity (as received & 100% Saturation), chloride & sulfide	335

<sup>(1)</sup>This package will be the standard package used, unless noted  
otherwise on your chain of custody or transmittal

**Standard Package includes ASTM Method Nos. D1498 (Redox),  
D4972 (pH), D4327 (Sulfate), Resistivity (G57) and (D4327) Chloride.  
ASTM D4658M (Sulfide) is used in other package.**

<sup>(2)</sup> In order to run Redox G200, the redox probe needs to penetrate the soil  
without damaging said probe and the moisture content must be greater than 10%.  
If neither one of these conditions exist, then CERCO will run Redox D1498

*For more information regarding soil corrosivity and/or cathodic protection, please  
contact JDH Corrosion Consultants, Inc. at (925) 927-6630*



1100 Willow Pass Court, Concord, CA 94520-1006  
925 462-2771 (Fax) 925 462-2775  
California State Certified Laboratory No.2153

## **Soil Corrosivity Testing <sup>(1)</sup> (CalTrans Packages)**

### **CalTrans Methods (Analysis Only)**

pH, sulfate, minimum resistivity & chloride \$230

### **CalTrans Test Methods (with Brief Evaluation)**

pH, sulfate, minimum resistivity & chloride \$280

**Chemical Analysis with Detailed Corrosion Evaluation** quote<sup>(2)</sup>

<sup>(1)</sup> Includes Method Nos. CT 643<sup>(a)</sup>, CT 417<sup>(b)</sup>, CT 422<sup>(b)</sup> & EPA 300.0

<sup>(2)</sup> For a detailed corrosion evaluation quote, please call  
JDH Corrosion Consultants, Inc. at (925) 927-6630.

<sup>(a)</sup> Rev. June 2007    <sup>(b)</sup> Rev. November 2006

# CRUZ BROTHERS LOCATORS

## CURRENT PRICE SCHEDULE

### Utility Location Service:

Includes the scan of designated area for all locatable utilities, UST's and any unknown anomalies	2014	2015	2016
All reading marked from Metal Detector, Electrical Locator & Radar Locator	PER HOUR	PER HOUR	PER HOUR
Communication	\$145	\$155	\$155
Gas			
Water			
Sewer			
UST			
AST			
???			
If there's something there we will find it!!!			
AUTOCAD:			
Map mark ups & field reports can be provided per request for a slight competitive \$\$	\$125	\$125	\$125

### GPR: Mala Ground Penetrating Radar

Service can be requested with standard EM (electro magnetic) scan per request for slight competitive \$\$.

Above services have a 2hr min & are charged from port to port  
Clients with an MSA & provide additionally insured receive a sizeable discount

### Traffic Control Service:

Set up includes tech with truck, required equipment, traffic control plan set up, take down & field notes.

Flagger 1 additional on site  
Flagger 2 additional on site

Traffic Control Plan

Generated from the California MUTCD 2012

	PER DAY	PER DAY	PER DAY
	\$870	\$870	\$900
Flagger 1 additional on site	\$600	\$600	\$600
Flagger 2 additional on site	\$600	\$600	\$600
Traffic Control Plan	PER PAGE	PER PAGE	PER PAGE
Generated from the California MUTCD 2012	&100	\$100	\$100

The Traffic Control Services are charged at a day rate which include port to port mob.  
(Unique long distance mob is negotiable.)

## CENOZOIC EXPLORATION RATE SHEET 1 OF 2

Aptos California  
 Phone: (831) 689-9222  
 Fax: (831) 689-9224  
 Mobile: (831) 901-0505  
[cenozoicexploration@gmail.com](mailto:cenozoicexploration@gmail.com)  
[cenozoicexploration.com](http://cenozoicexploration.com)

Standard Rate Sheet (Materials and details available on request) March 2017

Item	2 Man Crew Portal to Portal (8 Hours)	2 Man Crew Overtime (After 8 Hours & Saturdays)	Extra Drillers Helper	Extra Drillers Helper Overtime (After 8 Hours & Saturdays)	Yard Preparation Deprep Tooling
Truck Rig	\$165 / Hr*	\$50 / Hr*	\$45 / Hr*	\$65 / Hr*	\$125 / Hr
Crawler Tractor	\$185 / Hr*	\$50 / Hr*	\$45 / Hr*	\$65 / Hr*	\$125 / Hr
Hydraulic Portable	\$175 / Hr*	\$50 / Hr*	\$45 / Hr*	\$65 / Hr*	\$125 / Hr
Truck & Hydraulic Portable	\$210 / Hr*	\$50 / Hr*	\$45 / Hr*	\$65 / Hr*	\$125 / Hr

Public Works Prevailing Wage Rate Sheet March 2017

Item	2 Man Crew Site Time (8 Hours)	2 Man Crew Overtime (After 8 Hours)	Extra Drillers Helper Group 4	Extra Drillers Helper Overtime Group 4	Mob and Demob to Job Site	Yard Preparation Deprep Tooling
Truck Rig	\$255 / Hr*	\$55 / Hr*	\$77/ Hr*	\$97 / Hr*	\$165 / Hr*	\$125 / Hr
Crawler Tractor	\$265 / Hr*	\$55 / Hr*	\$77/ Hr*	\$97 / Hr*	\$185 / Hr*	\$125 / Hr
Hydraulic Portable	\$265 / Hr*	\$55/ Hr*	\$77/ Hr*	\$97 / Hr*	\$175 / Hr*	\$125 / Hr
Truck & Hydraulic Portable	\$289 / Hr*	\$55 / Hr*	\$77/ Hr*	\$97 / Hr*	\$210 / Hr*	\$125 / Hr

- \*Hours Billed In 30 Minute Increments
- 4 Hour First Site & Daily Minimum, 3 Hour 2<sup>nd</sup> Site Minimum, & 2 Hour 3<sup>rd</sup> Site Minimum & 2 Hour Consecutive Site Minimum
- A cancelation charge of \$350 will apply without prior 48 hour notice

## CENOZOIC EXPLORATION RATE SHEET 2 OF 2

Aptos California  
Phone: (831) 689-9222  
Fax: (831) 689-9224  
Mobile: (831) 901-0505  
[cenozoicexploration@gmail.com](mailto:cenozoicexploration@gmail.com)  
[cenozoicexploration.com](http://cenozoicexploration.com)

### Equipment Description:

Truck Rig is a Simco 2400SK-1 Longstroke Mounted on Ford F450 Dually 4x6  
Crawler Rig is a Simco 2400SK-1 Longstroke On New Holland TK80 Track  
Hydraulic Portable Rig Is Our Design w/Tripod Derrick w/24Hp Foster Hyd. Power

### Rates Of Services and Supplies

Large Support Truck: F450 4x6 Dually 1.5 Ton Flatbed	\$ 175/day
Van or Light Truck Support Vehicle	\$ 150/day
Support Trailer: Tandem Axle, Grout, Water, & Supply	\$ 125/day
Additional Drillers Helper/ Support Truck Driver	\$ 45/hr.
Grout Pump: Hydraulic Pump, Grout Transfer & Trimmie	\$ 75/day
Cement, Portland Class II 47# Sacks	\$ 13.50/ea
Bentonite, Holeplug 3/8" Chips, 50# Sacks	\$ 19/ea
Materials Pickup and Delivery	\$ 85/hr
Modified California Liners Including Caps	\$ 10/ea
2" Pvc Monitoring Well Casing Screened by 10 feet	\$ 40/ea
2" Pvc Monitoring Well Casing Screened by 5 feet	\$ 32/ea
2" Pvc Monitoring Well Casing Riser by 10 feet	\$ 30/ea
2" Pvc Monitoring Well Casing Riser by 5 feet	\$ 22/ea
2" Pvc Locking Plug	\$ 25/ea
2" Pvc Well Point	\$ 15/ea
2" Pvc Slip Caps	\$ 3/ea
8" Manhole, Locking Monitoring Well Box	\$ 85/ea
Well Screen Sand	\$ 15/ea
55 Gallon Drum With Locking Band	\$ 75/ea
Prevailing Wage Reporting Fee	\$ 125/site
Well Completion Reports	\$ 50/well
Additional Materials Available Upon Request	

### New Bay Area Region Flat Fee Mobilization & Demobilization

Zones I, II, III Per Day **\$320, \$400, \$480**

**Applies to Santa Clara, San Mateo, Alameda, Contra Costa,  
And San Francisco Counties**

Bay Area Region Mobilization and Demobilization Overtime Flat Fee	\$50/day
Combined Drill and Travel Exceeding 8 Hours	

C57 Well Drilling License # 682910  
D09/C61 Drilling, Blasting, & Oil Field Work; License # 682910



# EXPLORATION GEOSERVICES, INC

## 2017 Fee Schedule

### STANDARD EQUIPMENT & SERVICES

Drill Rig w/2-man Crew (Travel & On Site)	Hr	\$190.00
2-man Crew Only (Yard Prep/Deprep)	Hr	\$135.00
Premium-Time Surcharge (See Below)	Hr	\$ 53.00
Mud Rotary	On site	\$200.00
Support Truck (Daily Rental+Hourly Travel Surcharge)	Day	Hr
Low-Overhead Drill	\$125.00	\$ 20.00
2-Ton Flatbed Truck	\$ 85.00	\$ 20.00
1-Ton Flatbed Truck	\$ 75.00	\$ 16.00
Pickup Truck	\$ 65.00	\$ 12.00
ChemGrout Mixer	Day	\$125.00
Mud Pads	Day	\$ 60.00
Utility Trailer	Day	\$ 60.00
Minuteman Trailer	Day	\$100.00
Lift/Dump Trailer	Day	\$ 80.00
Clean Soil Disposal	Day	\$350.00
Auto Hammer	Day	\$ 85.00
Hydropunch Sample	Ea	\$ 65.00

**TRAVEL TIME:** Portal-to-portal at full rates

**PREMIUM-TIME SURCHARGE:** OT 1 (Hr>8/Day; All Wkend/Nite); OT2 (Hr>12/Day; Hr.8 Weekend/Night).

Partial Day (Hr<6/Day); NOTE: Minimum=3 Hr/Day.

**PER DIEM:**

Night \$280.00

**PREVAILING WAGE JOB:** Base Surcharge = \$75/Hr; Overtime Extra=\$15/Hr (Only Apply to On-Site Times).

**CERTIFIED PAYROLL REPORT AND ASSOCIATED COMPLIANCE DOCUMENTS=\$250/JOB**

**ENVIRONMENTAL JOB** (Requires Hazmat Certs, Level-C Safety Eqp, Steam-Cleaned Augers, Etc.): \$100/Day.

**MATERIALS** (Major Stock Items)

		2"	4"
Slotted Screen	10'L	\$ 40.00	\$95.00
Blank Casing	10'L	\$ 30.00	\$75.00
Slip Cap	Ea	\$ 3.00	\$13.00
Threaded End Plug	Ea	\$ 25.00	\$35.00
Locking End Plug & Lock	Ea	\$ 35.00	\$46.00
Wellhead Cover:	Sealed Box 7"D or 8" D	Ea	\$100.00
	Sealed Box 12"D	Ea	\$140.00
	Stovepipe 4"Sqx5'L	Ea	\$125.00
	Stovepipe 6"Sqx5'L	Ea	\$285.00
Filterpack Sand:	#3	Bag	\$ 22.50
	2/12	Bag	\$ 16.75
Bentonite Pellets:	¼"D Coated (5 Gal)	Pail	\$140.00
Portland Cement (47#)		Bag	\$ 12.00
Quickrete Concrete		Bag	\$ 13.00
Holeplug Bentonite Chips		Bag	\$ 18.00
Quik Gel		Bag	\$ 14.00
Quik Grout		Bag	\$ 22.50
Sample Liner & End Caps: 2.0"Dx6"L		Ea	\$ 8.00
	2.5:Dx6"L	Ea	\$ 10.00
	3.0"Dx30"L (Shelby Tube)	Ea	\$ 39.00
Waste-Containment Drum (55-Gal)		Ea	\$ 75.00
Visqueen (20'W)		Ft	\$ 1.75

**SPECIAL-ORDER/NON-STOCK ITEMS:** Cost+20% Minimum.



Effective 1 Jan 2017 – 1 Jan 2018

## CLASSIFICATION & INDEX TESTS

<b>Atterberg Limits</b> (ASTM D4318)	
Liquid & Plastic Limits	
Wet Prep method	239
Dry Prep method (CTL default)	167
<b>Moisture Content</b> (ASTM D2216)	20
<b>Moisture &amp; Density</b> (ASTM D7263b)	
2.0 to 2.5" Diameter	24
3.0" Diameter	35
4.0" Diameter	91
6.0" Diameter	144
<b>Chunk Density</b> (ASTM D7263a)	91
<b>Particle Size Analysis</b> (ASTM D 422)	
Sieve Analysis w/#200 Wash	112
Bulk Sieve (if gravelly or >5Kg) add	69
Sieve & Hydrometer	187
<b>#200 Sieve Wash</b> (ASTM D 1140)	81
<b>Specific Gravity</b> (Particle Density)	
(ASTM D854) - #4 Sieve	91
(ASTM C127) + #4 Sieve	161
(ASTM C128) - #4 Sieve	113
<b>Organic Content</b> (ASTM D2974)	91
<b>Fraction Organic Carbon (FOC)</b>	
By Walkley Black (subcontracted)	58
<b>Porosity</b>	
<b>Total</b> (ASTM D7263 / API RP40)	
(Includes Moisture Content, Dry Density & Specific Gravity)	112
<b>Effective</b> (ASTM D6836m)	
(Includes Total Porosity, Moisture Content, Dry Density & Specific Gravity)	241

## MOISTURE DENSITY RELATIONS

<b>Standard Proctor</b> (ASTM D698)	
4-inch mold	267
6-inch mold	319
<b>Modified Proctor</b> (ASTM D1557)	
4-inch mold (w/ assumed Gs for rock corr.)	267
6-inch mold (w/ assumed Gs for rock corr.)	319
For Measured Gs for Rock Correction add	161
Free draining material add	43
Insufficient quantity add per point	64
<b>Cal-Impact</b> (Caltrans 216)	336
<b>Max Index Density</b> (ASTM D4253)	
0.1 ft <sup>3</sup> mold	246
0.5 ft <sup>3</sup> mold	371
<b>Minimum Density</b> (ASTM D4254)	
0.1 ft <sup>3</sup> mold	122
0.5 ft <sup>3</sup> mold	246

## GEOTECHNICAL / ENVIRONMENTAL & CORROSION TESTING SCHEDULE OF CHARGES

### STRENGTH TESTS

<b>Unconfined Comp.</b> (ASTM D2166)	75
<b>Direct Shear</b> per point	
(CD) (ASTM D3080)	214
(UU) Modified ASTM	96
(CU) Modified ASTM	96

⇒ DSUU & DSCU are not ASTM approved

### RESIDUAL STRENGTH TESTS

(All prices are per point)

<b>Torsional Ring Shear</b>	
* Fully Softened Peak (ASTM D7608)	314
* Overconsolidated Peak	335
* Residual (ASTM D6467)	314
* Fully Softened Peak & Residual	585

⇒ Torsional tests can be run on intact (undisturbed) or reconstituted specimens. All above tests are Drained.

⇒ Reconstituted samples are typically tested near the liquid limit and are prepared over the #40 sieve.

⇒ For the Stark method of testing only the #200 material add \$52.

### TRIAXIAL COMPRESSION

(All prices are per point for 2-3" diameter samples)

<b>Unconsolidated-Undrained</b>	
ASTM D2850 (TX-UU)	139
Back Press. Saturated add	101
<b>Consolidated-Undrained</b>	
ASTM D4767 Modified (TX-ICU)	236
<b>Consolidated-Undrained w/pp</b>	
ASTM D4767 (TX-ICU-PP)	482
<b>Consolidated-Drained</b>	
ASTM D7181 (TX-ICD)	615

### Confining Stress Conditions:

Isotropic	default
Anisotropic add to above prices	171
K <sub>0</sub> add to above prices	267

### Large Scale Triax Testing (w/ remolding)

4.0" diameter Triax per point	add 540
6.0" diameter Triax per point	add 1130

### Large Scale Triax (undisturbed)

4.0" diameter Triax per point	add 350
6.0" diameter Triax per point	add 585

### High Cell Pressure (>125 psi) per point

add 25

### TRIAx (continued)

**Staged Tests** multiply the price of a single point by two for a two or three point envelope. (for all triaxial tests above)

### Before and After Test Photos

per sample add 48

### CONSOLIDATION TESTS

<b>Consolidation</b> (ASTM D2435)	385
Includes full curve with 3 points on the virgin curve, timed readings and rebound.	
<b>Preliminary Reports Add</b>	13
<b>Rebound-Reload, per load</b>	39

**Triaxial K<sub>0</sub> Consolidation** measured lateral pressure (2-3" diam.) 658  
Large Scale K<sub>0</sub>

For sample diameters larger than 2-3" see "Large Scale Triaxial Testing"

### EXPANSION / COLLAPSE TESTS

<b>Expansion Pressure Curve</b> (ASTM D3877m)	161
Multi point expansion pressure curve to free swell.	

<b>Shrink-Swell</b> (ASTM D3877m)	161
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⇒ Multi point volume change curve including field, saturated, air-dried and oven dried conditions.

<b>Shrink-Swell w/Expansion Pressure Curve</b> (ASTM D3877m)	293
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⇒ This procedure was originally developed for lime treated soils. We have found it to be useful for untreated soils. There are many different types of expansion tests. In our opinion this procedure is the most comprehensive and thorough procedure. This is our default expansion test procedure.

⇒ Air dried prior to test add 28

<b>Expansion Index</b> (ASTM D4829)	402
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⇒ This test is run at 48-52% saturation.

### ISRM (swelling tests for rock)

Part-2	336
Part-4*	563
⇒ *More than 10 loads add per load	39

### One Dimensional Swell/Collapse of Soils (ASTM D4546)

Part-A (4 point curve, loaded-wetted)	882
Part-B (rebound-reload upon request only)	336
Part-C (wetted-loaded)	379



## EXPANSION / COLLAPSE TESTS (continued)

<b>% Collapse</b> (ASTM D5333)	171
⇒ <i>Incrementally loaded to requested surcharge pressure. Includes 4 load increments.</i>	
⇒ <i>Additional loads, per point</i>	39

## HYDRAULIC CONDUCTIVITY

<b>Constant Head Rigid Wall</b> (ASTM D2434) 2-3" diameter samples	326
⇒ <i>(For clean sand and gravel with less than 10% fines and a K value &gt; 10<sup>-3</sup> cm/sec).</i>	

<b>Falling Head Rising Tail Water</b> (ASTM D5084) 2-3" diameter samples	326
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<b>Large Scale Falling Head Permeability Testing:</b> (ASTM D5084)	326 add...
Undisturbed or Core Samples:	
4" Diameter	add 350
6" Diameter	add 585
Remolded Samples:	
4" Diameter	add 540
6" Diameter	add 1130

<b>Constant Head on &lt;1" Drain Rock</b> includes remolding	
6" Diameter Cell (ASTM D2434)	428
12" Diameter Cell (can test up to 2" rock) (There is no ASTM procedure for >0.75" rock)	857

<b>Air Permeability</b> (ASTM D6539)	
Effective (In-Situ Moisture)	428
Intrinsic (air-dried)	472
Either Test Includes:	
Moisture Content	
Volumetric Air & Water Content	
Bulk Density	
Large Scale Undisturbed or Core Samples:	
4" Diameter	add 350
6" Diameter	add 585
Large Scale Remolded Samples:	
4" Diameter	add 540
6" Diameter	add 1130

## ROCK TESTS

<b>Unconfined Strength of Rock w/ Young's Modulus</b> (ASTM D7012-d)	224
Before and After test photos	add 48

<b>Point Load Strength Index of Rock Core</b> (ASTM D5731)	80
--	----

<b>Slake Durability</b> (ASTM D4644)	198
--------------------------------------	-----

<b>Splitting Tensile Strength-Brazilian Splitting Test</b> (ASTM D3967), Per Point	112
--	-----

## REQUIRED LIME CONTENT

<b>Soil-Lime Proportion</b> (ASTM D6276)	283
⇒ 6 point curve to determine optimum lime content of soil lime mixtures.	

## CAL-TRANS / AGGREGATE TESTS

<b>CBR</b> (ASTM D1883)	
With compaction	846
Compaction Provided by Client	527

<b>R-value</b> (Cal 301)	256
A) with batching of gravel	add 33
B) Admix (lime, cement etc.)	add 58

<b>Sand Equivalent</b> (CT 217)	112
---------------------------------	-----

<b>Durability Index</b> (CT 229)	
A) Coarse	160
B) Fine	133

<b>Class II AB Specification Tests Suite</b>	
⇒ R-value	
⇒ Sieve Analysis	
⇒ Durability Index	
⇒ Sand Equivalent	
Cal Spec Package Price	769

<b>% Crushed Particles</b> (CT 205)	
Hourly @	139

<b>Lime Treated UC Strength</b> (CT 373)	958
--	-----

<b>Cal impact</b> (see moisture-density relations)	
--	--

<b>Rapid Chloride Permeability</b> (ASTM C 1202)	540
---	-----

<b>Sodium Sulfate Soundness</b> (ASTM C88) (per fraction)	160
--	-----

<b>Cleanness Value</b> (CT 227)	
1" x #4 (or finer)	198
1.5" x 3/4"	422
2.5" x 1.5"	675
Pit Run	246

<b>LA Abrasion</b>	
500 revolutions (ASTM C131/CT 211)	246
1000 revolutions (ASTM C535)	336

<b>Clay Lumps &amp; Friable Particles</b> (ASTM C142)	123
--	-----

## WATER TESTS

<b>Particle Size Distribution</b> (ASTM D3977C)	
full gradation curve	308

<b>Total Suspended Solids</b> (ASTM D3977b)	48
--	----

<b>Total Dissolved Solids</b> (SM2540C)	48
---	----

<b>Total Solids</b> (SM2540B)	48
-------------------------------	----

## LIME / CEMENT TREATING

<b>R-value</b>	add	58
<b>Atterberg Limits</b>	add	38
<b>Compaction Tests</b>	add	85
<b>CBR with compaction</b>	add	278

## OTHER TESTS

<b>Total Solids for Sediments</b>	33
<b>Pinhole Test</b> (ASTM D4647)	434
<b>Double Hydrometer</b> (ASTM D4221 & D422)	434
<b>Logging of Shelby Tubes</b>	90
With digital photo	add 48
<b>Iron Quantification</b> (per 4" sample length) Magnetic Separation, (uncoated iron) Gravimetric loss by ignition— (iron coated w/GAC)	160 90
<b>Lead Shot Characterization or Quantification</b> (Call for quote)	
<b>X-Ray of samples</b> (Three sample minimum)	198
<b>Thermal Conductivity</b> (ASTM D5334)	
As Received	205
As Received & Air Dried	410
4 Point from As Received to Oven Dry	820
6 Point from As Received to Oven Dry	1230

## LABORATORY TIME

<b>Lab Technician Per Hour:</b>	
A) Junior Tech	112
B) Senior Tech	139
C) Principal	171
<b>Sample Pickup (Bay Area)</b>	85
⇒ No charge for jobs over \$2000	
⇒ Long distance pickups call for quote	
⇒ Price subject to change	

<b>Witness Testing</b> per person, per hour	65
<i>Due to the interruption of having outside personnel in the lab for witnessing testing, the above charge must be calculated into the overall project cost. From experience we have found that having witnesses in the lab during testing slows testing considerably and distracts other technicians working on other jobs. The more people, the more discussion that goes on, and the more slowly things go.</i>	

<b>Minimum Charge</b>	83
⇒ For samples delivered but not tested there will be a handling charge of \$2 per sample.	
⇒ Consult lab about tests not listed.	

## Corrosion Testing

Individual Tests	Price	Standard	Sample Quantity (Excluding Gravel)
<b>Resistivity</b> (as received) (Gravelly Samples: Class II AB, Drain Rock etc. add \$31)	\$69	ASTM G57	500g
<b>Resistivity</b> (100% saturated) (Gravelly Samples: Class II AB, Drain Rock etc. add \$31)	69	ASTM G57	500g
<b>Resistivity</b> (minimum) (Gravelly Samples: Class II AB, Drain Rock, etc. add \$86)	150	CT 643/AASHTO T288	500g
<b>pH</b>	33	ASTM G51/CT 643/ AASHTO T289	150g
<b>Sulfate</b>	52	ASTM D4327/CT 417	150g
<b>Redox Potential / ORP</b>	48	ASTM G200	150g
<b>Chloride</b>	44	ASTM D4327/CT 422m	150g
<b>Sulfide</b>	43	Qualitative by Lead Acetate Paper	150g
Soil Corrosivity Packages (add \$45 for insufficient Sample)	Price	Package	Sample Quantity
<b>Minimum Resistivity, pH, Chloride and Sulfate</b>	\$246	Caltrans	1000g
<b>Resistivity (100% Sat.), pH, Chloride and Sulfate</b>	174	A	1000g
<b>Resistivity (As Received), pH, Chloride and Sulfate</b>	174	B	1000g
<b>Resistivity (As Received), pH, Chloride, Sulfate and Redox</b>	216	C	1000g
<b>Resistivity (100% Sat.), pH, Chloride, Sulfate and Redox</b>	216	D	1000g
<b>Resist. (100% Sat.), pH, Chloride, Sulfate, Sulfide and Redox</b>	253	PG&E Corrosion Pkg.	1000g

Test results for the pH, sulfate and redox potential tests can be affected by the way the samples are collected and handled. Ideally, samples should be collected in such a way as to minimize contact between the soil and the air. For example, collect a full brass liner of soil then quickly seal it with caps and tape. Because these tests can be affected by microbial activity it is best to keep the sample in a cooler with ice until it is delivered to our lab.

## Environmental Testing Packages (prices for samples up to 3" diameter)

Vadose Zone-Package 1	Vadose Zone-Package 2	Hydrogeology-Package 1	Hydrogeology-Package 2
<b>Air Permeability</b> (k) ASTM D6539	---	<b>Effective Porosity</b> ASTM D6836m	---
<b>Total Porosity</b> (θt) ASTM D7263	<b>Total Porosity</b> (θt) ASTM D7263	<b>Total Porosity</b> (θt) ASTM D7263	<b>Total Porosity</b> (θt) ASTM D7263
<b>Grain Density</b> ASTM D854	<b>Grain Density</b> ASTM D854	<b>Grain Density</b> ASTM D854	<b>Grain Density</b> ASTM D854
<b>Moisture Content</b> ASTM D2216	<b>Moisture Content</b> ASTM D2216	<b>Moisture Content</b> ASTM D2216	<b>Moisture Content</b> ASTM D2216
<b>Volumetric Water Content</b> (θw)	<b>Volumetric Water Content</b> (θw)	<b>Volumetric Water Content</b> (θw)	<b>Volumetric Water Content</b> (θw)
<b>Volumetric Air Content</b> (θa)	<b>Volumetric Air Content</b> (θa)	<b>Volumetric Air Content</b> (θa)	<b>Volumetric Air Content</b> (θa)
<b>Bulk Density</b> (ps) (wet & dry) ASTM D7263b	<b>Bulk Density</b> (ps) (wet & dry) ASTM D7263b	<b>Bulk Density</b> (ps) (wet & dry) ASTM D7263b	<b>Bulk Density</b> (ps) (wet & dry) ASTM D7263b
<b>TOC Percent Organics</b> ASTM D2974 <b>OR FOC</b> (Walkley-Black) (TOC is CTL default)	<b>TOC Percent Organics</b> ASTM D2974 <b>OR FOC</b> (Walkley-Black) (TOC is CTL default)	<b>Hydraulic Conductivity</b> ASTM D5084 or ASTM D2434 depending on material type	<b>Hydraulic Conductivity</b> ASTM D5084 or ASTM D2434 depending on material type
<b>Grain Size Distribution</b> ASTM D422	<b>Grain Size Distribution</b> ASTM D422	<b>Grain Size Distribution</b> ASTM D422	<b>Grain Size Distribution</b> ASTM D422
<b>Soil Classification</b> by USCS (USDA by request)	<b>Soil Classification</b> by USCS (USDA by request)	<b>Soil Classification</b> by USCS (USDA by request)	<b>Soil Classification</b> by USCS (USDA by request)
\$729	\$359	\$724	\$578



## NOTES & POLICY

**All prices are based upon 2.0, 2.5 & 3.0" O.D.** California and Modified California sample diameters unless noted otherwise.

**Unusual Sample Sizes** under 3.0" diameter add \$16. Larger sample prices are listed under specific test types.

### Remolding of 2 to 3" Dia. Samples

Per Point add 63

**Rush testing** add 50%. Rush only guarantees that your project will be given top priority.

**Super Rush testing** add 100%. Accepted only on a case by case basis after consultation with a lab manager. With this level of service you get a dedicated technician who will run the testing as fast as humanly possible.

### Testing of (low level) Contaminated Samples

Add 50%. Samples will be returned to sender for proper disposal.

**Client must provide fresh cement, bentonite or lime for admix testing.** The manufacturers are always happy to send free product for admix testing. If the client requests us to use product on hand from other projects we do not take responsibility for bad product due to aging or hydration. The test results may be significantly affected due to aged or hydrated product.

**We do not accept jobs that require 3rd party billing.**

**Payment terms are net 30 days.** Once an invoice ages beyond 90 days the client is put on C.O.D. until the account is brought current.

**Importing Foreign Soils** add 15%

**Our payment policy may conflict with consultants who do not pay until they have been paid by their client.** We pay our subs even if we have not been paid and expect the same courtesy.

**We expect to be notified prior to accepting the job if insurance certificates, or a subcontractors agreement,** (or anything else that might slow payment to us) is needed. We would appreciate the courtesy of informing us of such policies.

**Sample Storage Rates Per Sample:**

<3" Diameter	\$0.05
3" Diameter	0.10
4" Diameter	0.15
Bulk (per bucket)	1.00

Samples will be stored for 30 days after the report goes out, unless otherwise requested. Bulk samples will be discarded after 5 days unless otherwise requested. Consult lab regarding the cost of long term storage.

**When insufficient sample is delivered to the lab requiring extra time:**

Per Sample add 46



Consolidation Stations



Large Scale Triaxial Stations



Torsional Ring Shear, Cooper, Stark, Riley



Torsional Ring Shear, Bromhead

**Secure Online Reporting & Test Request**  
@  
<http://www.coopertestinglabs.com>

## \*Optimum Turn-Around-Times

TEST	Bus. DAYS
Compaction.....	3
Collapse.....	6+
Consolidation.....	11+
CRS.....	4+
Direct Shear, drained.....	7+
Direct Shear, Undrained.....	3
Durability Index (Caltrans).....	4
Expansion Tests	
Shrink-Swell.....	6+
Expansion Pressure.....	6+
SS+Exp. Pressure.....	10+
The time can vary dramatically depending upon the plasticity of the material. A non-plastic soil may complete in 2-3 days while a plastic soil may take 2 weeks.	
Expansion Index.....	4+
Liquid & Plastic Limits	
Wet prep method.....	7+
Dry prep method.....	4
Moisture Density.....	3
Minimum Index Density.....	3
Maximum Index Density.....	3
Organics (TOC).....	3
Porosity	
Total.....	4+
Effective.....	10
Permeability	
Constant Head (rigid wall).....	4
Falling Head (flex wall).....	5+
Sand Equivalent.....	3
Sieve Analysis.....	4
Sieve & Hydrometer.....	6
#200 Wash.....	4
Slake Durability.....	5
Specific Gravity.....	4
LA Abrasion.....	3
Cleanliness Value.....	4
Sodium Sulfate Soundness.....	8
Rapid Chloride Permeability.....	4
Pinhole.....	4
Torsional Ring Shear (per pt).....	2
Triax (isotropic)	
UU.....	3
CU.....	5
CU-PP.....	5
CD.....	6+
* Anisotropic add 2 days per point	
* K <sub>0</sub> add 2 to 4 days per point	
* High Confining Pressure add 2 days per point	

\* The turn-around times listed here are approximate under optimum circumstances. The time can vary greatly depending upon our workload and the number of tests requested. Consult lab when samples arrive.

## **ATTACHMENT C**

### **General Terms and Conditions**

#### **C-1. INDEMNIFICATION.**

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

#### **C-2. GENERAL INSURANCE REQUIREMENTS.**

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

#### **C-3. INSURANCE COVERAGE REQUIREMENTS.**

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.



- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

#### **C-4. CERTIFICATE OF INSURANCE.**

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

#### **C-5. RECORDS TO BE MAINTAINED.**

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

#### **C-6. RETENTION OF RECORDS.**

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

#### **C-7. TITLE TO DOCUMENTS; COPYRIGHT.**

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

#### **C-8. INDEPENDENT CONTRACTOR.**

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

#### **C-9. CONFLICT OF INTEREST.**

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

#### **C-10. COMPLIANCE WITH APPLICABLE LAWS.**

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

#### **C-11. NONDISCRIMINATION.**

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

#### **C-12. BANKRUPTCY.**

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

**C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.**

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

**C-14. NEGOTIATED CONTRACT.**

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

**C-15. SEVERABILITY.**

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

**C-16. ENTIRE CONTRACT.**

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

**C-17. TIME IS OF THE ESSENCE.**

Time is of the essence in the performance of this contract.

**C-18. TERMINATION.**

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

**C-19. NOTICES.**

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

#### **C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.**

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

#### **C-21. MATERIALITY.**

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

#### **C-22. WAIVER.**

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

#### **C-23. AUTHORITY AND CAPACITY.**

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

#### **C-24. BINDING ON SUCCESSORS.**

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

#### **C-25. CUMULATION OF REMEDIES.**

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

#### **C-26. INDEPENDENT ADVICE.**

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also



represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

**C-27. NO RELIANCE ON REPRESENTATIONS.**

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

**C-28. REDUCTION OF CONSIDERATION.**

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

**C-29. COUNTERPARTS.**

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

**END OF ATTACHMENT C.**

## **ATTACHMENT D**

### **Specific Terms and Conditions**

The rights and duties of the parties to this CONTRACT are additionally governed by the following specific, additional terms and conditions:

- D-1. INDEMNIFICATION.** With regard to the design services described in California Civil Code section 2782.8 only, Paragraph C-1 of Attachment C to this contract is hereby modified to read as follows:

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and its officers, agents, employees and representatives, from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of CONTRACTOR includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778.

The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this contract. CONTRACTOR shall not be liable under this indemnification provision if the COUNTY has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence, recklessness or willful misconduct. The obligations set forth herein shall continue beyond the term of this contract.

The provisions of Paragraph C-1 of Attachment C shall remain in full force and effect and shall apply to CONTRACTOR'S provision of all other services under this contract.

- D-2. CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM.** Caltrans' Local Assistance Procedures Manual Exhibit 10-K "Consultant Certification of Contract Costs and Financial Management System" has been completed by the CONTRACTOR and all subcontractors providing services under this contract. Copies of the completed Exhibit 10-K are attached hereto and incorporated herein by reference.

- D-3. FEDERAL PROVISIONS.**

**1. PERFORMANCE PERIOD**

The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

**2. CHANGE IN TERMS**

- A. This contract may be amended or modified only by mutual written agreement of the parties.

- B. CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COUNTY's Contract Administrator.
- C. There shall be no change in CONTRACTOR'S Project Manager or members of the project team without prior written approval by the COUNTY'S Contract Administrator.

**3. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Contractors who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 5%. Participation by DBE contractor or subcontractors shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of this CONTRACT. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this CONTRACT. CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONTRACTOR to carry out these requirements is a material breach of this CONTRACT, which may result in the termination of this CONTRACT or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this CONTRACT shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONTRACTOR must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, COUNTY shall evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, COUNTY shall examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONTRACTOR shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of this CONTRACT or Task Order, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONTRACTOR or CONTRACTOR's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONTRACTOR when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Administrator.
- K. If a DBE subcontractor is decertified during the life of this CONTRACT, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of this CONTRACT, the subcontractor shall notify CONTRACTOR in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within 30 days.

#### **4. COST PRINCIPLES**

- A. CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to COUNTY.



## **5. RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this CONTRACT pursuant to Government Code 8546.7; CONTRACTOR, subcontractors, and the COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this CONTRACT, including but not limited to, the costs of administering the CONTRACT. All parties shall make such materials available at their respective offices at all reasonable times during the CONTRACT period and for three years from the date of final payment under the contract. The State, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONTRACTOR that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

## **6. CONTINGENT FEE**

CONTRACTOR warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this CONTRACT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this CONTRACT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the CONTRACT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## **7. DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this CONTRACT that is not disposed of by agreement shall be decided by a committee consisting of the COUNTY'S Contract Administrator and County Administrative Officer, who may consider written or verbal information submitted by CONTRACTOR.
- B. Not later than 30 days after completion of all work under this CONTRACT, CONTRACTOR may request review by the San Benito County Board of Supervisors of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONTRACTOR from full and timely performance in accordance with the terms of this contract.

## **8. AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this CONTRACT that is not disposed of by agreement, shall be reviewed by the San Benito County Auditor.

- B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by the San Benito County Auditor of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by the COUNTY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this contract.
- D. CONTRACTOR and subcontractors' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONTRACTOR'S responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by the COUNTY'S Contract Administrator to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by the COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the CONTRACT and disallowance of prior reimbursed costs.

#### **9. SUBCONTRACTING**

- A. CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this CONTRACT shall be subcontracted without written authorization by the COUNTY'S Contract Administrator, except that which is expressly identified in the CONTRACT.
- B. Any subcontract in excess of \$25,000 entered into as a result of this CONTRACT, shall contain all the provisions stipulated in this CONTRACT to be applicable to subcontractors.
- C. Any substitution of subcontractors must be approved in writing by the COUNTY's Contract Administrator prior to the start of work by the subcontractor.

#### **10. EQUIPMENT PURCHASE**

- A. Prior authorization in writing, by the COUNTY's Contract Administrator, shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONTRACTOR services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONTRACTOR's Cost Proposal and exceeding \$5,000, CONTRACTOR must obtain the prior authorization by the COUNTY's Contract Administrator; and

three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

- C. Any equipment purchased as a result of this CONTRACT is subject to the following: "CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONTRACTOR may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit the COUNTY in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

- D. All subcontracts in excess \$25,000 shall contain the above provisions.

#### **11. INSPECTION OF WORK**

CONTRACTOR and any subcontractor shall permit the COUNTY, the state, and the FHWA, if federal participating funds are used in this CONTRACT, to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

#### **12. SAFETY**

- A. CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. CONTRACTOR shall comply with safety instructions issued by the COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this CONTRACT, shall contain all of the provisions of this Article.

#### **13. OWNERSHIP OF DATA**

- A. Upon completion of all work under this contract, or termination thereof as provided for in this CONTRACT, ownership and title to all reports, documents,



plans, specifications, and estimates produced as part of this CONTRACT will automatically be vested in the COUNTY; and no further agreement will be necessary to transfer ownership to the COUNTY. CONTRACTOR shall furnish the COUNTY all necessary copies of data needed to complete the review and approval process.

- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the COUNTY of the machine-readable information and data provided by CONTRACTOR under this CONTRACT; further, CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with any use by the COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONTRACTOR.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. The COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

#### **14. CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by COUNTY's construction contractor relating to work performed by CONTRACTOR's personnel, and additional information or assistance from CONTRACTOR's personnel is required in order to evaluate or defend against such claims; CONTRACTOR agrees to make its personnel available for consultation with COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONTRACTOR's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONTRACTOR's personnel services under this contract.
- C. Services of CONTRACTOR's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.



## **15. CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to CONTRACTOR in order to carry out this contract, shall be protected by CONTRACTOR from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to the contract, shall not authorize CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.
- C. CONTRACTOR shall not comment publicly to the press or any other media regarding the contract or the COUNTY's actions on the same, except to the COUNTY's staff, CONTRACTOR's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the COUNTY, and receipt of the COUNTY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Section.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONTRACTOR to any entity other than the COUNTY.

## **16. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONTRACTOR hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONTRACTOR within the immediately preceding two-year period, because of CONTRACTOR's failure to comply with an order of a federal court that orders CONTRACTOR to comply with an order of the National Labor Relations Board.

## **17. EVALUATION OF CONTRACTOR**

CONTRACTOR's performance will be evaluated by the COUNTY. A copy of the evaluation will be sent to CONTRACTOR for comments. The evaluation together with the comments shall be retained as part of the contract record.

## **18. STATEMENT OF COMPLIANCE**

- A. CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS),

mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- C. The CONTRACTOR shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation - Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The CONTRACTOR, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

#### **19. DEBARMENT AND SUSPENSION CERTIFICATION**

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

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

## **20. STATE PREVAILING WAGE RATES**

- A. CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

## **21. CONFLICT OF INTEREST**

- A. CONTRACTOR shall disclose any financial, business, or other relationship with the COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this CONTRACT.
- C. Any subcontract in excess of \$25,000 entered into as a result of this CONTRACT, shall contain all of the provisions of this Article.
- D. CONTRACTOR hereby certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this CONTRACT. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this CONTRACT shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.
- F. CONTRACTOR hereby certifies that neither CONTRACTOR, its employees, nor any firm affiliated with CONTRACTOR providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this CONTRACT. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.
- G. CONTRACTOR further certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR, will bid on any construction subcontracts included within the construction contract. Additionally, CONTRACTOR

certifies that no person working under this CONTRACT is also employed by the construction contractor for any project included within this contract.

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

## **22. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

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

## **23. PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING**

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

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

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

**D-4. ADDITIONAL SPECIFIC TERMS AND CONDITIONS:** (check one)

☒ There are no additional specific terms and conditions.

☐ The following additional specific terms and conditions shall apply: (Specify)

**D-5. HARMONIZATION OF CONTRACT TERMS.** Where the specific terms and conditions set forth in this Attachment D specifically conflict with the general terms and conditions set forth in Attachment C to this CONTRACT, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in Attachment C shall remain in full force and effect, to the extent they do not specifically conflict with the specific terms and conditions set forth in this Attachment D.

**END OF ATTACHMENT D.**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675		<b>SBC PUBLIC WORKS</b>  APR 13 2018		<b>CONTACT</b> NAME: Mandy Guo PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): 510-452-2193 E-MAIL: mguo@dealeyrenton.com ADDRESS: mguo@dealeyrenton.com	
<b>INSURED</b> Earth Systems Pacific 500 Park Center Drive #1 Hollister CA 95023-2539		<b>2004 TECHNOLOGY PKWY</b> HOLLISTER, CA 95023		<b>INSURER(S) AFFORDING COVERAGE</b>	
				<b>INSURER A:</b> American Automobile Ins. Co. <b>NAIC #</b> 21849	
				<b>INSURER B:</b> Lexington Ins. Co. <b>NAIC #</b> 19437	
				<b>INSURER C:</b> American Casualty Company of Reading PA <b>NAIC #</b> 20427	
				<b>INSURER D:</b>	
				<b>INSURER E:</b>	
				<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 1011578301 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6057080011	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6057037756	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	SCW0016071801	4/1/2018	4/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>Professional Liability</b>			013001511	4/1/2018	4/1/2019	\$2,000,000 \$2,000,000 per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: All operations of the named insured. The County of San Benito and its officers, agents and employees are included as additional insured as respects General and Automobile Liability.

## CERTIFICATE HOLDER

## CANCELLATION 30 Day Notice of Cancellation

County of San Benito  
Public Works Dept.  
Attn: Adam Goldston, RA  
3220 Southside Road  
Hollister CA 95023

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE