

MATERIALS AND SERVICES CONTRACT

BETWEEN: City of St. Helens, a municipal corporation of the State of Oregon (“City”)
AND: GeoDesign, Inc., DBA NV5 (“Contractor”)
DATED: 7-26-2021

RECITALS

A. The City is in need of geotechnical services for soil stabilization, and Contractor is qualified and prepared to provide materials and services to fill that need.

B. The purpose of this Contract is to establish the materials and services to be provided by Contractor and the compensation and terms for such materials and services.

NOW, THEREFORE, the parties mutually agree as follows:

1. Engagement. The City hereby engages Contractor to furnish the materials (“Materials”) and services (“Services”) specified in Attachment A, Scope of Work, attached hereto and incorporated herein by reference, and Contractor accepts such engagement. The principal contact on behalf of Contractor shall be Krey Younger, phone 503-968-8787.

2. Scope of Work. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A. Any changes to this Contract shall be in writing, signed by both parties, and shall be attached to and become a part of this Contract. The scope of work may include supplying “goods,” as defined in ORS 72.1050. References to “Work” herein refer to the provisions of both Materials (or goods) and Services.

3. Contract Documents.

3.1 The term “Contract Document” means this form, the Scope of Work, and any specifications, quotation, extensions, amendments, exhibits and documents incorporated by reference.

3.2 This Contract shall constitute the entire agreement between the parties concerning the Materials and Services. References to “this Contract” or “the Contract” include all Contract Documents.

3.3 Each party shall notify the other party of inconsistencies in the Contract Documents. If inconsistencies occur, the document or provision that will result in a better quality of Services shall have priority. Amendments have priority over all other Contract Documents, including amendments of an earlier date. Specifications have priority over this form. This form and specifications have priority over the quotation. The City may issue a written interpretation to resolve any inconsistencies in the Contract Documents, which shall be binding on Contractor so long as such interpretation is not unreasonable.

3.4 If any term or provision of a Contract Document is held by a court of competent jurisdiction to be invalid, the validity of the remaining terms and provisions will not

be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract Document did not contain the particular term or provision held to be invalid.

3.5 Notwithstanding Subsection 3.1, Contract Documents include any amendments or addenda issued by the City with the Request for Quotations that are attached to this form as attachments. After this Contract is signed, the Contract Documents may be changed only by written amendments signed by authorized representatives of both parties.

4. Contract Term.

4.1 The initial term of this Contract begins on July 5, 2021, and ends on December 31, 2021 ("Contract Term"). The parties may agree to extend the Contract Term for two (2) successive periods of twelve (12) months each. Such extension shall begin on the day following the end of the initial term or the first extension. Extensions must be set forth in writing and signed by authorized representatives of both parties. The party requesting the extension must deliver a request for extension at least sixty (60) days before the Contract Term is scheduled to end.

4.2 A schedule of performance may be included in the specifications.

4.3 Notwithstanding Subsection 4.1, this Contract may be terminated before the end of the Contract Term, as provided in the Contract Documents.

5. Approvals. If the Contract Documents require approval of any thing, act, or document, the request for approval and the response must be given by persons with proper authority under the Contract Documents in the same manner as notices under Section 6. Approval will not be withheld unreasonably.

6. Notices.

6.1 Notices required by this Contract must be given in writing by personal delivery or by United States mail, first-class postage-prepaid, unless some other means or method of notice is required by law.

6.2 All notices to the City must be directed to the City Administrator. The City's address for notices is:

City of St. Helens
Attn: City Administrator
265 Strand Street
St. Helens OR 97051

6.3 Contractor's address for notices is:

NV5
Attn: Krey Younger
9450 SW Commerce Circle, Suite 300
Wilsonville, OR 97070
503.968.8787

6.4 Each party shall notify the other of any change of address for notices.

7. Contractor's Responsibility for the Work.

7.1 Time is of the essence on this Contract. Contractor shall perform the Work promptly and efficiently and in accordance with the provisions set forth in Attachment A. Contractor shall provide all labor, materials, tools, equipment and incidentals that are necessary for proper performance of the Work, including items that may be inferred from the specifications or from prevailing custom or trade usage as being necessary to produce the intended results.

7.2 Unless the specifications require certain means or methods, Contractor shall be responsible for the means and methods used for the Services.

7.3 Materials provided by Contractor must be of good quality and will be subject to the warranties provided by ORS 72.3120, ORS 72.3130, ORS 72.3140 and ORS 72.3150.

7.4 Contractor shall provide and properly supervise qualified workers. Workers must have any licenses and certificates required by applicable laws.

7.5 Contractor shall not assign any interest in this Contract or enter into subcontracts for the Services without the prior written approval of the City.

8. Use of Premises.

8.1 Provisions of this Contract that refer to "the Premises" will apply to the Work only if it is performed at the Premises, defined as real property, including buildings or other improvements that are owned or occupied by the City.

8.2 Contractor shall confine the Work performed at the Premises to areas and times stated in Attachment A, and Contractor shall avoid any unnecessary interference with the use of the Premises.

8.3 Contractor shall take reasonable precautions to prevent injury to persons and damage to property that may result from Contractor's use of the Premises. Contractor shall remedy any damage to the Premises and other property of the City resulting from the Work.

9. Hazardous Chemicals. Contractor shall implement and bear the cost of precautions required for protection from "hazardous chemicals," as defined in ORS 654.750 or OAR Chapter 437, that may be encountered at the Premises or used for the Work. The City and Contractor shall exchange material safety data sheets, label information, and instructions for precautionary measures for hazardous chemicals kept at the Premises by the City or used for the Work by Contractor. The City may prohibit use of particular hazardous chemicals.

10. Liability of City's Officers, Employees and Agents. Officers, employees and agents of the City shall not have any direct, personal liability to Contractor.

11. No Agency. Contractor is engaged by the City as an independent contractor in accordance with ORS 670.600. Contractor, subcontractors, and their principals, employees and agents are not agents of the City as that term is used in ORS 30.265.

12. Indemnification.

12.1 Except as provided in Subsection 12.2, or as otherwise provided by applicable law, Contractor shall defend and indemnify the City and the City's officers, elected officials, volunteers, employees and agents from all third-party claims arising from the Work, including third-party claims arising from injury to any person or damage to property, breach of this Contract by Contractor, or violation of applicable law by Contractor.

12.2 Contractor shall not be responsible for third-party claims resulting solely from the negligence or other wrongful acts or omissions of the City or the City's officers, elected officials, volunteers, employees or agents.

13. Liability Insurance.

13.1 At all times while Contractor is performing Work at the Premises, Contractor shall, at Contractor's expense, maintain in force insurance policies as set forth in Attachment B, which is attached hereto and incorporated herein by reference.

13.2 Prior to starting Work at the Premises, Contractor shall provide certificates of insurance for coverage required by this section, which will be subject to review and approval by the City Attorney. Each certificate must obligate the insurer to give written notice to the City thirty (30) days prior to termination or restriction of coverage. The City may reject a certificate which states that the insurer will merely "endeavor to mail" written notice.

14. Governing Laws. This Contract shall be interpreted and construed in accordance with the laws of the State of Oregon.

15. Compliance with Law.

15.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Contract.

15.2 Contractor shall comply with applicable laws, including ORS 279B.020, ORS 279B.220, ORS 279B.225, ORS 279B.230 and ORS 279B.235, which are incorporated herein.

15.3 Pursuant to ORS 279B.020, no person shall be employed for the Work for more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in cases of necessity, emergency, or when the public policy absolutely requires it. Except for persons who are exempt from overtime pay, persons who perform the Work shall be paid at least time and a half pay for legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b) and for time worked in excess of ten (10) hours a day or in excess of forty (40) hours a week, whichever is greater.

15.4 If Contractor is a nonresident bidder, as defined in ORS 279A.120(1)(a), and the compensation, as set forth in Attachment C attached hereto and hereby incorporated by reference, exceeds Ten Thousand Dollars (\$10,000), Contractor shall comply with ORS 279A.120(3).

15.5 Pursuant to ORS 279A.120(2)(a), Contractor shall use products that have been manufactured in Oregon, provided that price, fitness, availability and quality are otherwise equal.

15.6 Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of the City in connection with this Contract in violation of ORS Chapter 244.

15.7 Contractor is a “subject employer,” as defined in ORS 656.005, and shall comply with ORS 656.017. Contractor shall provide workers’ compensation coverage for “subject workers,” as defined in ORS 656.005(28), employed to perform the Work. Before performing any Work, Contractor shall provide a certificate of insurance for workers’ compensation coverage or other proof of coverage, or certify that no subject workers will perform Work.

15.8 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No. 00909]

16. Nondiscrimination.

16.1 Contractor shall comply with all applicable federal, state and local laws, rules and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions or disability.

16.2 Contractor shall comply with the Americans with Disabilities Act of 1990 (Pub. Law No. 101-336), ORS 30.670 through ORS 30.685, ORS 659A.425, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training, educational or otherwise, conducted by Contractor.

17. Compensation. The terms of compensation shall be as provided in Attachment C. The compensation stated in Attachment C constitutes the total compensation payable to Contractor for the Work.

18. Payment.

18.1 Unless otherwise provided in Attachment C, Contractor shall be paid on a time and materials basis.

18.2 Contractor shall make and keep reasonable records of Work performed pursuant to this Contract and, unless provided otherwise in Attachment C, shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from the date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute. Payment to Contractor shall be complete once the City pays compensation as provided in Section 17.

18.3 The City may suspend or withhold payments if Contractor fails to comply with the requirements of this Contract.

18.4 The City's obligation to make payments is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565. The City certifies that funds for this Contract are included in the City's budget for the current fiscal year, which ends on June 30 next following the date that this Contract is signed. If funds are not appropriated for this Contract for any subsequent fiscal year during the Contract Term, the City shall notify Contractor and this Contract shall be terminated on June 30 of the last fiscal year for which funds are appropriated.

18.5 Any provision of this Contract that is held by a court to create an obligation that violates the debt limitation of Article XI, Section 9 of the Oregon Constitution shall be void.

19. Waiver. Compliance with the provisions of this Contract may be waived only by a written waiver signed by the party waiving its rights. Waiver of compliance with one provision shall not be deemed to waive compliance with any other provision.

20. Default.

20.1 A party will be in default under this Contract if that party fails to comply with any provision of this Contract within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

20.2 Notwithstanding Subsection 20.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Contract or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

20.3 Should a dispute arise between the parties to this Contract, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Contract.

20.4 If a default occurs, the party injured by the default may terminate this Contract and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Columbia County. Litigation initiated by the City must be authorized by the St. Helens City Council.

21. Attorney Fees. If legal action is commenced in connection with this Contract, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

22. Termination for Convenience. The City may terminate this Contract if the City determines in good faith that termination is in the best interest of the public. The City shall endeavor to give Contractor written notice thirty (30) days prior to the date of termination under this section, but failure to give notice will not invalidate the decision to terminate. Termination under this section will not affect the rights of the parties existing at the time of termination. If Contractor is not in default, Contractor shall be paid for Work in progress at the time of termination, and Contractor shall be reimbursed for reasonable costs resulting directly from termination. Contractor shall not be entitled to recover lost profits or overhead for Work that is precluded by termination under this section.

23. Action Upon Termination. Upon receiving notice of termination, Contractor shall cease performance of the Work and terminate subcontracts.

CITY:

CONTRACTOR:

CITY OF ST. HELENS

GEODESIGN, INC. DBA NV5

Council Meeting Date: _____

Signature: 
Print: JOHN WALSH
Title: City Administrator
Date: 7/26/21

Signature: 
Print: Krey D Younger
Title: Principal
Date: July 21, 2021

APPROVED AS TO FORM:

By: _____
City Attorney

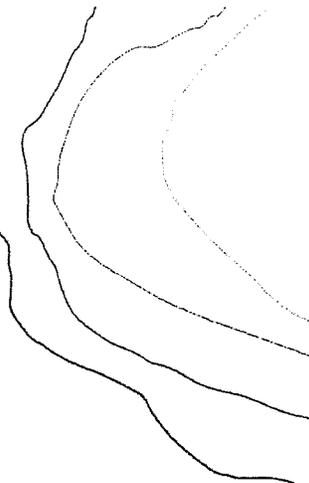
ATTACHMENT A
Scope of Work and Compensation



February 22, 2021

City Hall
265 Strand Street
St. Helens, OR 97051

Attention: Sue Nelson, P.E.



Proposal
Geotechnical Engineering Services
Campbell Park – Soil Stabilization
150 McMichael Avenue
St. Helens, Oregon
Project: StHelens-5-01

INTRODUCTION

GeoDesign, Inc., DBA NV5 (GeoDesign) is pleased to present this proposal to provide geotechnical engineering services for the proposed soil stabilization at Campbell Park located at 150 McMichael Avenue in St. Helens, Oregon. Based on discussions with you, we understand the City of St. Helens (City) is planning on improving Campbell Park, specifically constructing some new concrete-surfaced courts. We understand that the subgrade in the proposed court location is unstable and wet. Consequently, the City is considering cement stabilization of the soil and has asked for geotechnical design and construction observation services.

SCOPE OF SERVICES

The purpose of our scope is to explore the subsurface conditions within the footprint of the proposed courts, develop recommendations for cement-amended soil stabilization, and provide observation support during construction. Our specific scope of services will include the following:

- Obtain right-of-way permits from the City if required.
- Coordinate and manage the field explorations, including utility locates, access preparation, and scheduling City and GeoDesign staff.
- Observe test pit excavations and soil conditions at four locations to depths of up to 5 feet below ground surface. The City will provide equipment and personnel to excavate test pits.

- Collect representative soil samples from the explorations. Classify the materials encountered in the explorations and maintain a continuous log of each exploration.
- Perform the following laboratory analyses on disturbed soil samples collected from the explorations:
 - Up to five moisture content determinations in general conformance with ASTM D2216
 - One Atterberg limits test in general conformance with ASTM D4318
- Provide recommendations for cement soil stabilization.
- Provide recommendations for materials and construction.
- Provide geotechnical engineering construction recommendations for site preparation, structural fill compaction criteria, and wet/dry weather earthwork procedures.
- Provide a report summarizing our conclusions and recommendations.
- Provide construction observation services for up to 18 total hours by engineering staff for one day of cement stabilization observation and one day of proof roll observation.

SCHEDULE

We are prepared to schedule explorations for the geotechnical evaluation immediately following your written authorization to proceed. We estimate that the geotechnical exploration program will take one day and that our report will be available two weeks after our explorations are complete. Preliminary results can be provided as they are developed. Our services will be provided on a time-and-expense basis in accordance with our current Schedule of Charges. The approximate breakdown of our estimated fees is summarized below.

<u>Activity</u>	<u>Expenditures</u>
Field Exploration and Report	
Field Work and Laboratory Testing	\$2,800
Analysis and Report Preparation	<u>2,950</u>
Subtotal	\$5,750
Geotechnical Construction Observation	
Cement Amendment Observation (1 12-hour day)	\$2,200
Proof Roll Observation (1 6-hour day)	<u>950</u>
Subtotal	\$3,150
Total	\$8,900

Our estimated fee is based on the following assumptions:

- Site access will be arranged by others.
- The City will supply equipment and personnel to excavate test pits.
- Permitting fees will not be required.
- Contaminated soil will not be encountered in the explorations.

◆ ◆ ◆

We appreciate the opportunity to serve you on this project. If you have any questions, please do not hesitate to call.

Sincerely,

GeoDesign, Inc., DBA NV5



Krey D. Younger, P.E., G.E.
Senior Associate Engineer



George Saunders, P.E., G.E.
Principal Engineer

KDY:GPS:sn

Attachment

One copy submitted (via email only)

Document ID: StHelens-5-01-022221-geop.docx

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GEOTECHNICAL, GEOLOGICAL, AND MINE CONSULTING SCHEDULE OF CHARGES

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a fixed fee amount is so indicated in the proposal or services agreement. Contracted professional and technical services will be charged at the applicable hourly rates as listed below. Staff time spent in depositions, trial preparation, and court or hearing testimony will be billed at 1.5 to 2 times the below rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule; when traveling by public carrier, a maximum charge of eight hours per day will be made. Current rates are as follows:

Personnel	Hourly Rate	Personnel	Hourly Rate
Support Staff	\$ 77	Los Angeles Deputy Grading Inspector	\$ 107
Project Assistant/Technical Editor	\$ 90	Technical Specialist I	\$ 144
Senior Project Assistant/Technical Editor	\$ 97	Technical Specialist II	\$ 160
Technician I	\$ 83	Senior Technical Specialist	\$ 174
Technician II	\$ 95	Project Manager I	\$ 154
Senior Technician	\$ 101	Project Manager II	\$ 164
CAD	\$ 101	Senior Project Manager	\$ 175
Senior CAD Technician	\$ 112	Associate	\$ 192
Staff I	\$ 106	Senior Associate	\$ 204
Staff II	\$ 121	Principal	\$ 224
Staff III	\$ 133		

Equipment	Rate
Air compressor (per day)	\$ 59
Bladder pump (per day) (includes generator)	\$ 123
Brass/stainless steel rings	\$ 12
Cement amending field tool	\$ 24
Cement scale and pan (per day)	\$ 29
Concrete field equipment	\$ 29
Core drill (per day)	\$ 236
Crack monitor	\$ 35
Cross-hole sonic logger (CSL) (per half day)	\$ 265
Cross-hole sonic logger (CSL) (per day)	\$ 531
D&M sampling kit	\$ 24
Data recorder	\$ 13
Datalogger (per day)	\$ 12
Datalogger (per week)	\$ 45
Datalogger (per month)	\$ 112
Disposable bailers (per item)	\$ 17
Double-ring infiltrometer	\$ 77
Drilled shaft inspection camera (DSIC) (per half day)	\$ 531
Drilled shaft inspection camera (DSIC) (per day)	\$ 1,062
Drilled shaft inspection camera (DSIC) (per week)	\$ 2,005
Drive probe (per hour)	\$ 12
Dynamic cone penetrometer (DCP) (per day)	\$ 112
Electric sampling pump (per day)	\$ 31
Field California bearing ratio (CBR) equipment (per day)	\$ 260
Falling weight deflectometer (FWD) (per day)	\$ 2,000
Falling weight deflectometer (FWD) with GPR (per day)	\$ 3,415
Field equipment	\$ 12
Field vane	\$ 59
Flag tape rolls (each)	\$ 6
Generator	\$ 59
Global positioning system (GPS) - differential (per day)	\$ 112
Global positioning system (GPS) - hand-held (per day)	\$ 34
Ground penetrating radar (GPR) - cart mounted (per day)	\$ 590
Ground penetrating radar (GPR) - truck mounted (per day)	\$ 1,416
Hand auger (per day)	\$ 41
Hydroacoustic monitoring equipment (per day)	\$ 295
Incremental borer (timber)	\$ 56
Laptop computer use (per day)	\$ 18
Mobile laboratory (per month)	\$ 1,200
Nuclear density gauge (per hour)	\$ 12
pH/conductivity/temperature meter (per day)	\$ 50
Pile Driving Analyzer® (PDA) (per day)	\$ 590
Pile Integrity Tester (per day)	\$ 236
Post pounder (per day)	\$ 12

GEOTECHNICAL, GEOLOGICAL, AND MINE CONSULTING SCHEDULE OF CHARGES

Equipment	Rate
Pressure Transducer Datalogger (per day)	\$ 150
Range finder (per day)	\$ 12
Resistivity meter (per day)	\$ 118
Roto-hammer drill (per day)	\$ 88
Roto-hammer drill (per week)	\$ 324
Sand cone field density kit	\$ 24
Satellite phone (per day)	\$ 24
Saximeter	\$ 24
Schmidt hammer	\$ 118
Seismic equipment (per day)	\$ 590
Seismic source	\$ 236
Shelby tube with caps	\$ 24
Sidewalk closure signage	\$ 22
Site reconnaissance kit	\$ 24
Slope inclinometer reading (per day)	\$ 171
Soil sample rings (per sample)	\$ 12
Sondex settlement probe (per week)	\$ 118
Spectral analysis of surface waves	\$ 1,770
Specialty software (MODFLOW, PLAXIS, Slope/W, etc., per day)	\$13 - 59
Thermometer – infrared	\$ 12
Total Station – survey equipment	\$ 59
Transit level and tripod	\$ 35
Turbidity monitor	\$ 41
Unmanned aerial vehicle (DJI Mavic 2) (per day)	\$ 500
Unmanned aerial vehicle (Trimble Ux5-HP) (per day)	\$ 1,000
Vehicle (company) usage (full day, plus \$0.67 per mile charge)	\$ 24
Vehicle (personal) usage (per mile)	\$ 0.67
Vibrating wire piezometer	\$ 590
Vibration monitoring equipment (per day)	\$ 62
Vibration monitoring equipment (per week)	\$ 298
Vibration monitoring equipment (per month)	\$ 876
Vibration monitoring equipment (per month, long term)	\$ 535
Vibrocore	\$ 472
Water level meter (per day)	\$ 50
WSDOT bridge toll	\$ 4
Ziplevel Pro 2000 (per day)	\$ 53
 Reproduction	
8 ½ x 11 (per finished page)	Black/White \$ 0.11 Color \$ 0.17
11 x 17 (per finished page)	\$ 0.21 \$ 0.34
C- or D-size plots (per finished plot)	\$26.75
D-size scan	\$13.38

OTHER SERVICES, SUPPLIES, AND SPECIAL TAXES

Outside services (equipment, supplies, and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations) are charged at cost plus 12 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance that may be required. Specialized equipment will be quoted on a per-job basis. In-house disposable field supplies (routinely used field supplies stocked in-house by GeoDesign) at current rates. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

All rates are subject to change upon notification.

GEOTECHNICAL AND GEOLOGICAL LABORATORY SCHEDULE OF CHARGES

TYPE OF TEST	UNIT PRICE
Atterberg Limits (ASTM D4318-05)	\$ 191
CBR with 3-Point Proctor (ASTM D1883-07)	\$ 730
Compaction (ASTM D1557-07/ASTM D698-07; Methods A, B, and C)	
1 Point	\$ 112
4 Points	\$ 270
Consolidation (ASTM D2435-04; with two timed rebounds)	\$ 494
Direct Shear (ASTM D3080-04)	
1 Point	\$ 273
3 Points	\$ 520
Expansion Index of Soil (ASTM D4829)	\$ 278
Moisture Content – Oven Method (ASTM D2216-05)	\$ 29
Moisture/Density (ASTM D7263)	
Rings	\$ 44
Shelby tubes	\$ 44
Organic Content (ASTM D2974)	\$ 99
Particle-Size Analysis	
Sieve (ASTM C117-04/ASTM C136-06) (includes -200 Wash, Dry Sieve)	\$ 149
Percent passing No. 200 (ASTM C117-04/ASTM D1140-00)	\$ 93
Combined sieve and hydrometer (ASTM D422-63)	\$ 248
Oversize sieve analysis (ASTM C117-04/ASTM C136-06)	\$ 248
Permeability	
Rigid wall constant/falling head (Army Corps Eng. EM 1110-2-1906, VII-13)	\$ 434
Flexible wall with triaxial cell (ASTM D5084-03)	\$ 495
Flexible wall for cohesive soil (ASTM D5084/ASTM D4767)	\$ 671
pH of Soil (ASTM G51)	\$ 99
Resilient Modulus (AASHTO T 307-99)	
In situ sample	\$ 708
Remolded sample (includes compaction and sample preparation)	\$1,062
Rice Density (ASTM D2041)	\$ 149
Sand Equivalent (ASTM D2419)	\$ 223
Soil Resistivity (ASTM G57)	\$ 229
Specific Gravity	
Bulk specific gravity – asphalt (Parafilm coated) (ASTM D1188)	\$ 55
Maximum specific gravity – asphalt (Rice) (ASTM D2041)	\$ 112
Specific gravity - bulk specific gravity – asphalt (ASTM D2726)	\$ 19
Specific gravity – coarse aggregate (ASTM C127)	\$ 88
Specific gravity – fine aggregate (ASTM C128)	\$ 118
Soil (ASTM D854)	\$ 124
Swell (ASTM D4546)	
Method A	\$ 390
Method B	\$ 273
Method C	\$ 682

GEOTECHNICAL AND GEOLOGICAL LABORATORY SCHEDULE OF CHARGES

TYPE OF TEST	UNIT PRICE
Triaxial Compression	
Unconsolidated, undrained (back pressure saturation) (ASTM D2850-03)	\$ 377
Consolidated, undrained, 1 point (ASTM D4767-06)	\$ 495
Consolidated, undrained, strength envelope (ASTM D4767-06)	\$1,486
Load-controlled cyclic (ASTM D5311)	\$1,486
Unconfined Compression	
Undisturbed soil (ASTM D2166-06)	\$ 143
Amended soil (ASTM D1633-00)	\$ 97
Sample Preparation (per hour)	\$ 77
Cyclic Direct Simple Shear	

<u>Test No.</u>	<u>Test Description</u>	<u>Unit Price</u>
1	<u>Strain-Controlled Cyclic Direct Simple Shear Test:</u> Determine secant shear modulus and damping ratio using up to 100 cycles at a specified single shear strain amplitude of between 0.1% and 2%. Test conducted using a sinusoidal wave with a frequency of up to 5 Hz and a vertical stress of up to 1 MPa. One sample and up to three strain levels. Consolidation periods for each stage of up to 24 hours.	\$1,350
2	<u>Stress-Controlled Cyclic Direct Simple Shear Test:</u> Determine cyclic stress ratio and vertical stress ratio using up to 100 cycles at three specified stress ratios using a sinusoidal wave with a frequency up to 5 Hz. Test conducted with vertical stresses of up to 1 MPa. Three samples with one cyclic stress level each. Consolidation period of up to 24 hours per sample.	\$1,800
3	<u>Strain Rate-Controlled Static Direct Simple Shear Test:</u> Determine stress-strain relationship of a single sample at specified strain rates. Tests conducted with vertical stresses of up to 1 MPa. One sample at three strain rates.	\$1,000
4	<u>Stress-Controlled Cyclic Direct Simple Shear Test:</u> Test conducted on one sample at a specified stress ratio using a sinusoidal wave with a frequency up to 5 Hz for up to 100 cycles with maximum vertical stresses of 1 MPa. One sample with one cyclic stress ratio.	\$750
5	<u>Post-Cyclic Static Direct Simple Shear Test:</u> Stress-strain relationship at specified shear strain rate. Tests conducted with vertical stresses of up to 1 MPa. One sample in combination with tests 1, 2, and 4.	\$250
6	<u>Post-Cyclic Consolidation in Direct Simple Shear Test:</u> Determine post-cyclic volumetric strain over time. Conducted with vertical stresses of up to 1 MPa. One sample in combination with tests 1, 2, and 4.	\$250
7	<u>Shear Wave Velocity:</u> Measure shear wave velocity using Bender Elements based on first shear wave arrival. One sample in combination with tests 1, 2, and 4.	\$160
8	<u>Shear Wave Velocity:</u> Measure shear wave velocity using Bender Elements based on first shear wave arrival. Stand-alone sample without DSS testing.	\$250
9	Cost per additional day for consolidation of DSS sample	\$300

Other tests charged at hourly rates. GeoDesign, Inc. reserves the right to subcontract any laboratory testing listed in our scope of work and to apply charges for subcontracted testing at the rates listed above.

**ATTACHMENT B
INSURANCE REQUIREMENTS**

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence	\$1,000,000	YES
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advertising Injury	\$1,000,000	
w/umbrella or			
\$1,500,000			
w/o umbrella			
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
Professional Liability	Per occurrence	\$500,000	YES
	Annual Aggregate	or per contract \$500,000 or per contract	

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Certificates of Insurance shall be forwarded to:

City Administrator
City of St. Helens
265 Strand Street
St. Helens, OR 97051

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.



CERTIFICATE OF LIABILITY INSURANCE

5/1/2022

DATE (MM/DD/YYYY)

7/26/2021

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).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : The Continental Insurance Company	NAIC # 35289
	INSURER B : National Fire Insurance Co of Hartford	20478
	INSURER C : Transportation Insurance Company	20494
	INSURER D : Berkley Insurance Company	32603
	INSURER E :	
	INSURER F :	

INSURED
1491108 GeoDesign Inc. / NV5 Global, Inc.
9450 SW Commerce Circle
Ste 300
Wilsonville OR 97070

COVERAGES **CERTIFICATE NUMBER:** 17723998 **REVISION NUMBER:** XXXXXXXX

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Cross Liab Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Deductible: None	Y	N	7014856125	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	7014842659	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$0	N	N	7014841883	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ XXXXXXXX
B C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7014842824(AOS) 7014842810(CA)	5/1/2021 5/1/2021	5/1/2022 5/1/2022	<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
D A A	<input type="checkbox"/> Prof/Poll Liab <input type="checkbox"/> Bus Per Prop <input type="checkbox"/> Leased/Rented Equip	N	N	AEC-9044114-05 7014856125 7014900785	5/1/2021 5/1/2021 5/1/2021	5/1/2022 5/1/2022 5/1/2022	Ea Claim/Agg \$10mil/\$20mil Limit \$19,429,515 Limit \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Campbell Park StHelens-5-01. The city, its officers, agents and employees are included as additional insureds if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy. A 30-day notice of cancellation is included if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER

17723998
 City of St. Helens
 City Administrator
 265 Strand Street
 St. Helens OR 97051

CANCELLATION See Attachments

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

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. in the performance of your ongoing operations subject to such **written contract**; or
- B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- A. coverage broader than required by the **written contract**; or
- B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:

- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
- B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance

CNA75079XX (10-16)

Policy No: 7014856125

Page 1 of 2

Effective Date: 05/01/2021

Insured Name: NV5 Global, Inc

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement.

--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.
--



It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date: 05/01/2021

Policy No: 7014856125, 7014842659, 7014841883

CNA

CNA71526XX
(Ed. 10/12)

ADDITIONAL INSURED ENDORSEMENT - CONTRACTUAL OBLIGATION

It is understood and agreed that this endorsement amends the BUSINESS AUTO COVERAGE FORM as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

AS REQUIRED BY CONTRACT

1. Paragraph A.1. Who Is An Insured of Section II - LIABILITY COVERAGE is amended to include as an additional insured the person or organization scheduled above, but only if you are required by "written contract" to make that person or organization an additional insured under this policy.

2. The insurance provided to the additional insured is limited as follows:

- a. The person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of a covered "auto" and caused by your negligent acts or omissions or the negligent acts or omissions of someone, other than the additional insured, for whom you are legally liable.
- b. The person or organization is not an additional insured for the person or organization's own acts or omissions, nor those of anyone, other than you, for whom the person or organization is legally liable.
- c. We will not provide the additional insured any broader coverage or any higher limit of liability than the least that is:

- (1) Required by the "written contract"; or
- (2) Afforded to you under this policy.

3. Condition 2. Duties In the Event of Accident, Claim, Suit or Loss of Section IV - BUSINESS AUTO CONDITIONS

is amended to add the following conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- a. Give us written notice of an "accident" which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- b. Agree to make available any other insurance the additional insured has for a loss we cover under this policy;
- c. Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- d. Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this policy. But if the "written contract" requires this insurance to be primary and non-contributory, this provision d. does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a "suit."

4. Only for the purpose of the insurance provided by this endorsement, SECTION V - DEFINITIONS is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to the accident for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

Policy No: 7014842659

Effective Date: 5/1/2021

Insured Name: GeoDesign Inc. / NV5 Global, Inc.

CNA71526XX (Ed. 10/12)



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
AS REQUIRED BY CONTRACT

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

1002010785504676633



POLICY NUMBER: 7014842659

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: NV5 Global, Inc</p> <p>Endorsement Effective Date: 05/01/2021</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE SUCH RIGHT OF RECOVERY IN A WRITTEN CONTRACT OR AGREEMENT.</p>
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.





NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CC68021A (02-2013) Endorsement Effective Date: 05/01/21	Policy No: 7014842824; 7014842810
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CNA

**POLICY NO: 7014842824
WORKERS COMPENSATION**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations. All other terms and conditions of the policy remain unchanged. This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC00 03 13 (04-1984)

Endorsement Effective Date: 5/1/2021

Policy: 7014842824

CNA

WORKERS COMPENSATION

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver
 Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: Waiver of Subrogation Operations

Premium:

The premium charge for this endorsement shall be premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

1. Advance Premium: Waiver of Subrogation Advance Premium

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No:WC.:42 03 04 B (06-2014)
Endorsement Effective Date:05/01/2021
Policy No. 7014842824

CNA

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 43 03 05 (07-2000)

Endorsement Effective Date: 05/01/2021

Policy No. 7014842824



BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is **Blanket Waiver of Subrogation Percentage Charge%**.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)
Endorsement Effective Date: 05/01/2021

Policy No. 7014842810

Notice of Cancellation to Certificate Holder(s) Endorsement

In consideration of the premium paid for this Policy, it is understood and agreed that Section VII, Conditions, H. Notice of Cancellation, is amended by adding the following provision:

In the event this Policy is to be cancelled by you or by us, we agree to give thirty (30) days prior notice to the certificate holder(s) with mailing addresses on file with the agent of record.

This provision does not apply if cancellation is due to nonpayment of premiums to us or to a finance company authorized to cancel this Policy.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to the **Policy Period** stated in Declarations, Item 2.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us or our agents or representatives.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured NV5 Global, Inc.	Policy Number AEC-9044114-05
Effective Date of This Endorsement 05/01/2021	Authorized Representative

Berkley Insurance Company**Change Endorsement****Other Insurance**

In consideration of the premium paid for this Policy, it is understood and agreed that Section VII. Conditions, I. Other Insurance is deleted and replaced with the following:

I. Other Insurance

If there is other collectible insurance, including but not limited to other professional liability insurance or project specific insurance, that applies to a **Claim** covered by this Policy, the other insurance shall be primary and this Policy shall be excess over the other insurance, unless the other insurance is written specifically excess of this Policy. This Policy will then apply to the amount of the **Claim** that exceeds the available limits of liability and any deductibles or retention amounts of the other insurance, as well as the Deductible under this Policy. If such other insurance has a duty to defend a **Claim** or assumes the defense of a **Claim**, this Policy shall not be obligated to defend that **Claim**.

Solely as respects Insuring Agreement B — Contractor's Pollution Liability, when required in a signed, written agreement executed prior to the report date of a **Claim**, this policy shall be primary to other collectible insurance that applies to those **Claims** resulting from the performance of your **Contractor Services**. Any other collectible insurance that applies to a **Claim** covered by Insuring Agreement B shall be excess and non-contributory.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured NV5 Global, Inc.	Policy Number AEC-9044114-05
Effective Date of This Endorsement 05/01/2021	Authorized Representative

BERKLEY INSURANCE COMPANY

2. The each Claim limit shown in Item 3A of the Declarations is the most we will pay for the sum of all Damages and Claim Expenses arising out of any single Claim. Two or more Claims considered a single Claim shall collectively be subject to the each Claim limit of liability shown in Item 3A of the Declarations.
3. The each Claim limit is the most we will pay for the sum of all Damages and Claim Expenses arising out of any single Claim regardless of how many Insuring Agreements may apply to such Claim.
4. The Policy Year Aggregate limit shown in Item 3B of the Declarations is the most we will pay for the sum of all Damages and Claim Expenses for all Claims made and reported during each Policy Year.
5. The payment of Damages and Claim Expenses will reduce the each Claim limit.

F. Deductible

You must pay the Deductible for Claim Expenses and Damages covered by this Policy before we are obligated to make any payment under the each Claim limit. The Deductible must be paid from your own account, and payments by other parties or insurers on your behalf shall not satisfy the Deductible. We have the right to determine the reasonableness of Claim Expenses that qualify to satisfy the Deductible. The Deductible for each Claim is set forth in Item 4A of the Declarations. The Policy Year Aggregate Deductible shown in Item 4B of the Declarations is the most the Named Insured must pay as a Deductible for the sum of all Claims made and reported during each Policy Year.

G. Deductible Credits

1. Mediation Credit: Your Deductible obligation may be reduced by 50%, subject to a maximum reduction of \$15,000 if you agree with our decision to use Mediation and the Claim is fully and finally resolved by such Mediation.
2. Risk Management Credit: Your Deductible obligation may be reduced by 50%, subject to a maximum reduction of \$25,000 if prior to the report date of a Claim, there is a signed, written and enforceable agreement for the Professional Services involved in the Claim, and it includes a clause limiting your liability to \$250,000 or less.
3. First Claim Deductible Credit: If the first Claim you ever report to us is made against you:
 - a. Greater than 24 months after the Knowledge Date shown on the Policy Declarations, then your Deductible obligation for that Claim may be reduced by 25%, subject to a maximum reduction of \$40,000; or
 - b. Greater than 36 months after the Knowledge Date shown on the Policy Declarations, then your Deductible obligation for that Claim may be reduced by 50%, subject to a maximum reduction of \$40,000.

If more than one Deductible Credit applies, your Deductible obligation will be reduced by 50%, subject to a maximum reduction of \$50,000.

H. Notice of Cancellation and Nonrenewal

This Policy may be canceled by the Named Insured identified in the Declarations, by surrender of the Policy to us or our authorized representative or by giving us written notice stating when, thereafter, such cancellation shall be effective. We will not cancel this Policy except for nonpayment of premium, fraud or material misrepresentation in procuring this insurance or in relation to any Claim, or changes in law affecting this Policy. If we cancel this Policy, we will mail or deliver to the first Named Insured, on behalf of all Insureds, written notice of cancellation. We will provide you at least ten (10) days-notice before the effective date of cancellation if we cancel for nonpayment of premium. If we cancel for any other reason, we will provide at least sixty (60) days-notice before the effective date of cancellation.

If this Policy is canceled, we will send the first Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

We will give you written notice sixty (60) days prior to the expiration of this Policy if we do not intend to renew this insurance subject to any state requirements. The notice will include our reason for nonrenewal. Proof of mailing will be sufficient proof of notice.

I. Other Insurance

If there is other collectible insurance, including but not limited to other professional liability insurance or project specific insurance, that applies to a Claim covered by this Policy, the other insurance shall be primary and this Policy shall be excess over the other insurance, unless the other insurance is written specifically excess of this Policy. This Policy will then apply to the amount of the Claim that exceeds the available limits of liability and any deductibles or retention amounts of the other insurance, as well as the Deductible under this Policy. If such other insurance has a duty to defend a Claim or assumes the defense of a Claim, this Policy shall not be obligated to defend that Claim.

J. Subrogation

In the event of any payment under this Policy, we shall be subrogated to all of your rights of recovery against any person or organization. You must do everything reasonably necessary to secure such rights and must do nothing after a Claim is made to jeopardize them. We hereby waive our subrogation rights against a client of yours to the extent that you had, prior to a Claim or Circumstance, entered into a written agreement to waive such rights. Any recovery shall first be paid to us up to the extent of any Damages or Claim Expenses paid by us and the balance shall be paid to you.

K. First Named Insured as Sole Agent

The first Named Insured in Item 1 of the Declarations will be the sole agent and will act on behalf of all Insureds for the payment or return of premium, receipt and acceptance of any endorsements, notices or provisions of this Policy, giving or receiving notice of cancellation or nonrenewal, the payment of any Deductibles, and to exercise the rights provided in Section Q Extended Reporting Period Option.

L. Alteration and Assignment