



## Earth Systems

1731 Walter Street, Suite A | Ventura, CA 93003 | Ph: 805.642.6727 | [www.earthsystems.com](http://www.earthsystems.com)

January 21, 2019

Proposal No.: SBA-19-01-009

Van Sande Structural Consultants, Inc.  
c/o Gregory K. Van Sande  
2920 De La Vina Street  
Santa Barbara, CA 93105

Project: 1627 East Valley Road  
Santa Barbara County, California  
Subject: **Proposal for Geotechnical Engineering Services**

### Introduction

Earth Systems Pacific (Earth Systems) is pleased to present the following as a proposal/work order to provide the Geotechnical Engineering services as outlined herein for proposed construction at 1627 East Valley Road in the Montecito area of Santa Barbara County, California. It is our understanding that: 1) the proposed construction will include additions to an existing main residence, and 2) the main residence has a full basement.

Fugro West prepared geotechnical engineering reports for the existing construction in 1996 and 1997. The intent of this proposal is to update the previous geotechnical report by Fugro West and take over as Geotechnical Engineer of Record for this project.

### Service Phases

Our proposal is divided into three elements, or phases, that correspond to various stages of the project itself. Phase 1 of our proposal relates to the updated geotechnical reports to be used as a basis for design; Phase 2 is for consultation with other design professionals during design; and Phase 3 is for construction monitoring. The estimated fee for the first phase is submitted with this proposal. Budgets for the latter two phases, which are dependent on design and construction schedules, can be refined and presented for Client approval as the project progresses.

### Scope of Services

The scope of services for the Phase 1 Update of the Geotechnical Engineering Reports would generally include the following:

- A. A member of our firm will visit the site to observe present conditions in the areas of proposed construction.
- B. An Update of the Geotechnical Reports will be prepared based on evaluation of the data obtained from the previous exploration and testing program, and on experience and

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judgment. We will provide updated seismic design parameters discussion, and updated grading/foundation recommendations.

It should be noted that our scope of services will not include any environmental assessment, or investigation for the presence or absence of wetlands, hazardous or toxic materials in the soil, surface water, groundwater or air, on, below, or around the subject site.

**Schedule and Fee**

Earth Systems feels confident that we can provide the services proposed above in an expeditious manner. Upon acceptance of this proposal, the site reconnaissance will be conducted within a week, and the report should be ready for distribution about a week after completion of the site reconnaissance.

Based on the above, we propose to provide the Phase 1 Update of the Geotechnical Engineering Reports on a fixed fee basis for \$2,500.00. A copy of our current (2019) Fee Schedule, upon which this fee is based, is enclosed for your perusal.

We request an advance payment of \$1,250.00 equal to 50% of the proposed fee, prior to initiation of field work. The remainder of the total amount will be due and payable upon receipt of the report.

3.2.b

Our reports are intended to address those items required by the County of Santa Barbara for studies of this nature, and our reports have typically been deemed satisfactory by them in the past. However, the reviewing agencies sometimes request that additional studies be performed prior to granting approval of a grading permit. Additional work required by the appropriate jurisdictional agencies, if any, is not included in the scope and fees proposed herein.

The services provided under Phase 2 would consist of consultation with project Engineers, and a review of the final plans. The plan review would be to assess general compliance with the earthwork and foundation recommendations of the Geotechnical Engineering Report into the project design plans and specifications. Actual fees for Phase 2 will be based on time and charges computed from the Fee Schedule unit prices.

Earth Systems intends to be on the project during the construction phase, as construction monitoring is a vital element of our assignment and we will be in the best position to provide effective construction monitoring. This is Phase 3 of our three-phase proposal. We propose to provide services during the grading, excavation and foundation stages of construction to observe compliance with the design concepts, specifications and recommendations. These services would also allow for design changes in the event that subsurface conditions differ from those anticipated prior to start of construction. At this time, without knowing what the subsurface recommendations will be, Earth Systems has a difficult task of estimating

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construction costs. Actual fees for Phase 3 will be based on time and charges computed from the Fee Schedule unit prices

This proposal may be considered valid for a period of 90 days, at which time if it is not fully executed we reserve the right to modify our proposal in both scope and fee.

**Terms for Services**

**1. Investigation, Monitoring and Inspection.** If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to supervise or stop the work of others.

**2. Site Access and Utilities.** Client has sole responsibility for securing site access and locating utilities.

**3. Billing and Payment.** Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Prior to initiation of field work, a retainer is required. This retainer shall be maintained throughout the project and shall be applied to the final invoice. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. All time spent and expenses incurred (including any in-house or outside attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to Consultant per Consultant's current fee schedule. Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work Order are additional services. Any additional services provided by Consultant shall be subject to the terms of this contract and charged per Consultant's current fee schedule.

**4. Ownership of Documents.** Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.

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**5. Termination.** This agreement may be terminated by either party effective seven (7) days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within thirty (30) days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.

**6. Risk Allocation.** In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784) performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. Client further agrees to limit the total aggregate liability of Consultant, its agents, employees, and officers to Client, on the entire project, to the lesser of \$25,000.00 or total fees charged by Consultant, except that Consultant's liability for willful misconduct shall not be limited. Client agrees to provide to Consultant proof of insurance covering claims for property damage including construction defects and related personal injury on an occurrence basis in an amount of not less than \$1 million per occurrence and in the annual aggregate. These terms may be negotiable depending on the particular facts of your project. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.

**7. Hazardous Materials.** Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.

**8. Third Parties and Assignment.** This Contract is intended only to benefit the parties hereto. No person who is not a signatory to this Contract shall have any rights hereunder to rely on this Contract or on any of Consultant's services or reports without the express written authorization of Consultant. This Contract shall not be assigned by Client without the Consultant's written consent. This Contract is binding on any successor companies to Client or Consultant, and on the surviving corporation in the event of a merger or acquisition.

**9. Prevailing Wage.** Our proposal is based on the understanding that our services, as outlined in this proposal, are not subject to the California Prevailing Wage Law.

**10. Governing Law, Survival and Forum Selection.** The contract shall be governed by laws of the State of California. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on

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whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located and client waives the right to remove the action to any other county or judicial jurisdiction.


**11. Additional Services.** Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work Order are "Additional Services." Should Client request any Additional Services, such services shall be charged per Consultant's current fee schedule. Client shall provide written confirmation within three (3) days of any verbal authorization to the Consultant for Additional Services, but Client's failure to do so shall not relieve the Client from its obligation to pay the Consultant for such services.

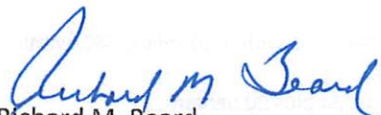
Upon acceptance of this proposal, please sign and date both copies and return one signed copy with the requested advance payment of \$1,250.00 to **EARTH SYSTEMS PACIFIC**, 1731 Walter Street, Suite A, Ventura, California 93003.

The project will be performed under the supervision of a Certified Engineering Geologist and a Geotechnical Engineer that are licensed by the State of California.

Respectfully submitted,

**EARTH SYSTEMS PACIFIC**

  
Todd J. Tranby  
Engineering Geologist No. 2078

  
Richard M. Beard  
Geotechnical Engineer No. 128

Enclosure: 2018 Fee Schedule  
Copies: 1 - Client  
1 - Proposal File

AGREED TO AND ACCEPTED

DocuSigned by:



5CF6C49A27364AB...

Client Signature and Title

Paulo Lima

Client Name (in print)

1/30/2019

Date

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## FEE SCHEDULE

Effective January 1, 2019

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

## HOURLY CHARGES FOR PERSONNEL

Word Processing and Reproduction	\$50.00	Laboratory Technician	\$100.00
Technician - Field/Lab (non PW)	\$83.00	Drafter	\$100.00
Group I for Prevailing Wage projects	\$98.00	Staff Professional	\$140.00
Special Inspector (non PW)	\$94.00	Project Professional	\$160.00
Group II for Prevailing Wage projects	\$111.00	Senior Professional	\$180.00
Special Inspector Group III	Per Quote	Principal Professional	\$210.00

## BASIS OF CHARGES

1. Field technician services for non-prevailing wage projects on regular work days will be subject to a 2-hour minimum charge, and billed in 2-hour increments. Special inspection services and all prevailing wage project services will be subject to a 4-hour minimum charge, and billed in 4-hour increments. Hourly charges will accumulate on a portal-to-portal basis. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge. A 2-hour cancellation charge will apply if scheduled inspection or testing is cancelled after 3 p.m. the day prior to the scheduled work. 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.
2. The prevailing wage rates presented above are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, the quoted rates will be adjusted to correspond to the change. Also, please note that requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
3. Nuclear gauge charge: \$12.50/hour.
4. Mileage zone charge (portal to portal): \$20 within 10 miles, \$40 within 20 miles, \$60 within 30 miles, \$80 within 40 miles, \$100 within 50 miles. For more remote sites, a quote can be provided.
5. Subcontractors (except Special Inspectors) and other expenses will be charged at cost plus 20 percent.
6. Out of town travel and expenses will be charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
7. Minimum report charge: \$150.00.
8. Invoices are payable upon presentation. Invoices thirty days past due will be subject to a service charge of one and one-half percent per month.
9. Fees for depositions, hearings, or and court appearances (as Expert Witness) are listed on a supplemental fee schedule.
10. Due to State regulations requiring electronic submittal of Certified Payroll to DIR for prevailing wage projects, a fee of \$75 per project will be assessed twice a month.
11. Payments using a credit card will be assigned a 3% convenience fee.

3. Disgorgement of Monies. A breach of this Agreement shall render Vendor liable to Customer for any and all damages and injuries incurred as a result of the breach, and such breach shall obligate Vendor to account to Customer and turn over to Customer any and all monies, profits or other consideration or benefits (collectively "Benefits") that Vendor obtains from any and all sources relating to the disclosure or exploitation of Confidential Information, without prejudice to any other legal or equitable rights or remedies that Customer may have as a result of a violation of the terms hereof. Vendor hereby irrevocably directs any third party payors of Benefits to pay such Benefits directly to Customer; provided, however, that the foregoing shall not release any third party from liability for participating in or inducing a breach of this Agreement or violating any rights or preclude Customer from seeking any other remedy.

4. Return/Destruction of Confidential Information. If requested by Customer or any of its representatives at any time, and in any event, when the Vendor finishes providing services to Customer, Vendor agrees (i) to promptly deliver to Customer all Confidential Information or any material incorporating any Confidential Information in Vendor's possession or any representative's possession, and (ii) Vendor and his/her/its representatives will not retain any copies, extracts or other reproductions in whole or in part, mechanical or electronic, of any such material, and such delivery and/or destruction shall be confirmed to Customer in writing.

5. Non-Disparagement. Vendor agrees to refrain from any public or private statements (whether oral or in writing), action or conduct that would tend to disparage, denigrate, ridicule, impugn or could cause harm to Customer. Nothing in this provision or Agreement prevents Vendor from responding to compelled process of law or providing truthful information to any government or law enforcement entity or in connection with any legal or administrative proceeding in which Vendor is a witness or party.

6. Ownership of Intellectual Property. Vendor agrees and acknowledges that any and all intellectual property, information, results, data, products, designs, plans, schematics and derivatives that he/she/it makes, creates, discovers, develops, concludes, or first reduces to practice in the course of performing services for Customer, whether or not patentable, copyrightable or protectable as trade secrets, is the sole and exclusive property of Customer and Vendor retains no right, title, or interest therein or thereto (and to the extent that Vendor has any such right, title, or interest therein or thereto, Vendor hereby assigns all such property to Customer for the good and valuable consideration paid in connection with the services rendered for the benefit of Customer).

7. Compliance with Legal Process. If Vendor or a representative of Vendor becomes legally compelled to disclose any Confidential Information in connection with any legal or administrative proceeding or investigation, Vendor shall simultaneously and immediately notify Customer in writing of the existence, terms and circumstances surrounding such a request, so that Customer may seek a protective order or other appropriate remedy as necessary and Vendor shall cooperate with Customer to effect the remedy without additional charge.

8. Injunctive Relief; Binding Arbitration. Vendor agrees that Vendor's obligations to refrain from the actions specifically proscribed herein are of a special, unique and extraordinary character, and that Customer would be irreparably harmed by any breach of this Agreement in ways for which Customer cannot be adequately compensated by damages alone. For these reasons, Vendor agrees that in addition, and without prejudice, to all other rights and remedies provided at law or in equity available to Customer, Customer shall be entitled to temporary, preliminary and permanent injunctive relief (without the requirement to post any bond in respect thereof) in a court of law to prevent and restrain any breach or contemplated or threatened breach, in order to specifically enforce the provisions of this Agreement, without the necessity of posting a bond or other surety. Notwithstanding the arbitration provision, below, Customer shall be entitled to obtain such equitable or other provisional relief from any court as noted below in Section 11, in addition to a claim for damages in arbitration.

Any dispute, claim or controversy arising out of or relating to this Agreement or the business relationship between Customer and Vendor or the breach, termination, enforcement, interpretation or validity of either, including a determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California, or such other place as the parties mutually agree, before one arbitrator. The arbitration shall be administered by JAMS (or such other third-party to which the parties mutually agree) pursuant to its Comprehensive Arbitration Rules and Procedures (the "Rules"). The arbitrator shall be a third-party neutral who is either a retired judge or a California licensed attorney with at least ten years of experience in handling commercial disputes. Copies of the Rules are enclosed and also may be found at [www.jamsadr.com/rules.-comprehensive-arbitration](http://www.jamsadr.com/rules.-comprehensive-arbitration). The arbitrator shall be empowered to decide all discovery, dispositive and other motions. The parties shall each pay one half of the cost of the arbitration, including the filing fee and arbitrator fees, subject to an award of costs, reasonable attorneys' fees and arbitrator fees to the prevailing party as may be permitted by this Agreement or any other agreement of the parties or by any statute. To the fullest extent permitted by law, the parties shall maintain the confidential nature of the arbitration proceeding and any arbitration award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except a may be necessary in connection with a court application for a provisional remedy, a judicial challenged to the award or its enforcement or unless otherwise required by law or judicial decision. If an arbitration award is made against either party, the party against whom the award is made shall have thirty (30) days from the date the award is rendered in which to pay the award before the other party may file any motion or other pleading to initiate proceedings to confirm the award in a court of law.

9. Indemnification. Vendor agrees to indemnify Customer, its affiliates and direct and indirect equity holders and their respective representatives, heirs, administrators, successors and assigns ("**Indemnified Parties**"), and to hold them harmless from, any and all liabilities, obligations, losses, claims, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever, including the reasonable attorneys' fees and disbursements of counsel, that may be suffered by, imposed on, or incurred by Customer or any other Indemnified Party as a result of the breach of any obligations hereunder by Vendor.

10. Assignment; Beneficiaries; Survival of Obligations. This Agreement shall be binding upon and inure to the benefit of Customer and Vendor and their successors, assigns and legal representatives and, except for Indemnified Parties, no other party shall have any rights hereunder or shall be deemed a third-party beneficiary hereof. The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and Vendor's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information is voluntarily made public by Customer.

11. Governing Law; Venue. This Agreement and the obligations of the parties hereunder and all claims or causes of action (whether in contract or tort or otherwise) that may be based upon, arise out of or relate to this Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of California without giving effect to its conflict of laws rules.

For all matters not required to be submitted to binding arbitration in accordance with the Arbitration Agreement, Vendor hereby irrevocably submits to the exclusive jurisdiction of the courts of the State of California and of the United States of America located in Los Angeles , California, and irrevocably agrees that all claims in respect of any such dispute or any suit, action or proceeding brought by Customer may be heard or determined in such courts. Vendor hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection that he/she/it may now or hereafter have to the personal jurisdiction of such courts (to which the parties expressly consent) or the laying of venue of any such dispute brought by Customer in any such court or any defense of inconvenient forum for the maintenance of such dispute. Vendor agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law).



**IN WITNESS WHEREOF**, this Agreement is signed effective as of the date first above written.

**Vendor:**

Earth Systems Pacific

By: \_\_\_\_\_

Name:

Date:

**Customer:**

EVROMONT, LLC

DocuSigned by:



By: \_\_\_\_\_

Name: Paulo Lima

Date: 1/30/2019

Because a public hearing to enforce any of the provisions contained in this Agreement might cause disclosure of Confidential Information contrary to the intent of the parties, Vendor hereby stipulates that, in the event there is a court proceeding for provisional relief relating to this Agreement, the court file shall, to the fullest extent permitted by law, be sealed, the parties will request such sealing and the court may issue a protective order prohibiting the disclosure of any of the Confidential Information, and limiting the disclosure of any other information obtained through discovery proceedings.

12. Attorney's Fees. In the event of any dispute arising hereunder, the prevailing party shall recover its reasonable attorneys' fees, costs, and disbursements, including the cost of reasonable investigation, preparation, and professional consultation incurred in connection with such dispute, at the pre-trial, trial and appellate levels.

13. Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction or arbitral panel for any reason, in whole or in part, the parties agree that the court or arbitral panel shall apply the "blue pencil" doctrine to reformat such provision by reducing the scope, duration or area of the provision or to replace any invalid or unenforceable provision with a provision that is valid and enforceable and that comes closest to expressing Customer's intention with respect to such invalid or unenforceable provision. The remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

14. Counterparts. This Agreement may be executed in two or more counterparts, and all such executed counterparts shall constitute the same agreement. The parties agree that signatures transmitted by electronic transmission in PDF format shall be binding as if they were original signatures.

15. Review of Agreement. Vendor represents and warrants that he/she/it is independently represented by an attorney, that he/she/it and his/her/its attorney have had the opportunity to review this Agreement and that Vendor understands and voluntarily accepts the terms hereof.

16. Integrated Agreement; Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between the parties concerning the subject matter hereof and supersedes any and all prior or contemporaneous agreements, express or implied whether written or oral. This Agreement may not be modified or amended, nor may any term hereof be waived, except in writing, signed by the party against whom such waiver is to be enforced.

*Signature Page Follows*

**FEE SCHEDULE**

(Effective January 1, 2019)

**SUBCONTRACTED SERVICES**

Subcontracted services are to be billed at cost plus 20%. Subcontracted services include, but are not limited to, consultants' fees, equipment rental (such as drilling, trenching and special access equipment), materials, freight, outside laboratory tests, aerial photographs, permit fees, and incidental expenses. Subcontracted services do not include subcontracted Special Inspectors, who will be billed at the rates shown on Page 1 of this Fee Schedule

**SPECIAL FIELD SERVICES**

Geophysical work, pile load tests, vane shear tests, piezometer installations, slope indicator installations, and other special tests can be quoted on an individual basis.

**ENVIRONMENTAL SERVICES**

Rates for environmental sampling, safety, and testing equipment can be provided on request. All rentals or purchases of required equipment and supplies, as well as subcontracted services, will be invoiced at cost plus 20%. Testing of contaminated soil will be per quote. Contaminated samples will be returned to sender for proper disposal.

**SOILS LABORATORY FEES**

Atterberg Limits/Plasticity Index (ASTM D 4318):	\$250.00
California Bearing Ratio, 3 points (ASTM D 1883)	\$750.00
California Impact (CT 216)	\$250.00
Consolidation, one dimensional (ASTM D 2435)	\$250.00
Consolidation, timed, per point	\$85.00
Corrosivity Tests (EPA 300)	\$200.00
Direct Shear, per point, 3 points minimum (ASTM D 3080)	\$110.00
Expansion Index Test (ASTM D 4829)	\$200.00
Hydrocollapse Potential Test (ASTM D 5333)	\$125.00
Long Hydrometer Analysis, assumed specific gravity, with 200 wash (ASTM D 422, CT 203)	\$300.00
Maximum Density and Optimum Moisture:	
4" Mold (ASTM D 1557)	\$250.00
6" Mold (ASTM D 1557)	\$300.00
Moisture and Unit Weight Determination, from ring samples (ASTM D 2937)	\$40.00
Moisture Only (ASTM D 2216)	\$30.00
Permeability Tests, constant head, falling head (EPA 9100)	Per Quote
R-Value (ASTM D 2844, CT 301)	\$400.00
Sand Equivalent (ASTM D 2419, CT 217)	\$135.00
Short Hydrometer, assumed specific gravity, with 200 wash (ASTM D 422)	\$200.00
Sieve Analysis with 200 wash (ASTM D 1140, CT 202)	\$200.00
Sieve Analysis without 200 wash, Aggregate Base or Sub-base	\$135.00
Sieve Analysis of Oversize Material	Per Quote
Specific Gravity (ASTM D 854)	\$150.00
Unconfined Compressive Strength, untreated (ASTM D 2166)	\$150.00

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**FEE SCHEDULE**

(Effective January 1, 2019)

**MATERIALS LABORATORY TESTING FEES**

An additional hourly charge (\$100/hr.) will be applied for cutting, capping, or other preparation of non-standard samples. All compression test fees include formal report following 28-day tests. Formal reports for earlier tests will be subject to an additional report fee of \$25.

**AGGREGATE**

Abrasion, L.A. Rattler, 100 & 500 revolutions (ASTM C 131, CT 211) .....	\$210.00
Absorption, Coarse Aggregate (ASTM C 127, CT 206) .....	\$100.00
Absorption, Fine Aggregate (ASTM C 128, CT 207) .....	\$150.00
Clay Lumps and Friable Particles in Aggregate (ASTM C 142) .....	\$110.00
Cleanliness Value of Coarse Aggregate (CT 227) .....	\$150.00
Crushed Particles, each size (CT 205) .....	\$150.00
Durability Index, Coarse or Fine Aggregate (ASTM C 3744, CT 229) .....	\$200.00
Flat and Elongated Particles in Aggregate (ASTM C 4791) .....	\$110.00
Organic Impurities in Fine Aggregate (ASTM C 40, CT 213) .....	\$100.00
Potential Reactivity of Aggregate by Chemical Method, each size (ASTM C 289) .....	Per Quote
Sieve Analysis, washed (ASTM C 117, CT 202) .....	\$200.00
Soundness, Sodium Sulfate, 5 cycles (ASTM C 88) .....	\$500.00
Specific Gravity, Coarse Aggregate (ASTM C 127) .....	\$150.00
Specific Gravity, Fine Aggregate (ASTM C 128) .....	\$150.00
Uncompacted Void Content, Fine Aggregate, incl. specific gravity (ASTM C 1252, AASHTO T304, CT 234) .....	\$280.00
Unit Weight of Aggregate (ASTM C 29) .....	\$150.00

**CONCRETE CYLINDERS, BEAMS AND CORES**

Compression Test of Cast Cylinders, includes disposal fee and report after 28 days (ASTM C 39) .....	\$35.00
Compression Test of Cored Samples, does not include coring, but includes disposal fee (ASTM C 42) .....	\$75.00
Grading of Shotcrete Cores, does not include coring (ACI 506.2) .....	\$100.00
Compression Test of Lightweight Concrete (ASTM C 495) .....	\$30.00
Density of Concrete Cylinders (ASTM C 138) .....	\$70.00
Density of Hardened Concrete (ASTM C 642) .....	\$100.00
Shrinkage of Beams, set of 3 (ASTM C 157) .....	\$410.00
Flexural Strength, Simple Beam with Third Point Loading (ASTM C 78, CT 523) .....	\$150.00
Unit Weight of Lightweight Concrete (ASTM C 567) .....	\$110.00
Disposal/Recycling Fee, per shotcrete panel or beam .....	\$5.00

**MASONRY**

Absorption of Block, set of 3 (ASTM C 140) .....	\$150.00
Compression Test on Block, set of 3 (ASTM C 140) .....	\$150.00
Compression Test on Grouted Prisms, includes cutting and disposal fee (ASTM C 1314) .....	\$250.00
Compression Test on Masonry Cores (ASTM C 140) .....	\$75.00
Compression Test, 2" x 4" Mortar Cylinders (ASTM C 780) .....	\$40.00
Compression Test, 3" x 3" x 6" Grout Samples (ASTM C 1019) .....	\$40.00
Moisture Content of Block as received, set of 3 (ASTM C 140) .....	\$100.00
Shear Test on Masonry Cores, 2 faces .....	\$150.00
Unit Weight of Block, set of 3 (ASTM C 140) .....	\$150.00
Coring of Grouted Masonry by Subcontractor .....	cost + 20%
Disposal/Recycling Fee, per untested masonry prism .....	\$2.00

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**FEE SCHEDULE**

(Effective January 1, 2019)

**ASPHALTIC CONCRETE**

All fees for asphaltic concrete assume that asphalt mix is made in the field. Please request quotes if mix is to be made at our laboratory.

Bulk Specific Gravity of Core Samples (ASTM D 2726 and 1188, CT 308) .....	\$50.00
California Kneading Compactor (Hveem LTMD) Max Density on set of 3 (CT 308) .....	\$370.00
Extraction of Oil from AC Mixtures .....	\$250.00
Extraction of Oil from Rubberized Mixtures (ASTM C 2172) .....	\$315.00
Gyratory Compactor, field mixed asphalt (AASHTO 3112) .....	\$350.00
Hamburg Wheel Tracker Test, per set of field mixed asphalt (AASHTO 324) .....	\$735.00
Hazardous Waste Handling Charge for Extracted Oils .....	\$30.00
Ignition Oven Binder Content Correction Value, per mix (ASTM D 6307) .....	\$820.00
Ignition Oven Binder Content after initial correction value is determined .....	\$170.00
Ignition Oven Gradation Correction Value, per mix .....	Per Quote
Ignition Oven Gradation after initial correction value is determined .....	\$270.00
Sieve Analysis of Extracted Aggregate (ASTM C 5444) .....	\$200.00
Specific Gravity, Theoretical Maximum, Rice Method (ASTM D 2041, CT 309) .....	\$150.00
Stabilometer (Hveem S-Value), set of 3 (ASTM D 1560, CT 366) .....	\$150.00*

\* Fee assumes CT 308 is run concurrently

**MISCELLANEOUS TESTING AND EQUIPMENT CHARGES**

Anchor Pull Test Equipment .....	\$100/day
High Strength Bolt, Nut, Washer Testing .....	Per Quote
Manometer (Liquid Level) Survey Equipment .....	\$100/day
Nuclear Gauge .....	\$12.50/hr.
Pachometer (James R Meter) .....	\$200/day
Pile Load Test Equipment .....	Per Quote
Reinforcing Steel Tensile and Bend Tests, No. 3 through No. 9 Bars (ASTM A 615) .....	\$150.00
Reinforcing Steel Tensile and Bend Tests, No. 10 Bars and larger .....	Per Quote
Skidmore Device .....	\$200/day
Torque Wrench .....	\$50/day

EARTH SYSTEMS

## **NON-DISCLOSURE AGREEMENT**

THIS NON-DISCLOSURE AGREEMENT (this "**Agreement**") is entered into effective as of 1/30/2019 by and between EVRMONT LLC ("**Customer**") and Earth Systems Pacific ("**Vendor**").

### **RECITALS**

**WHEREAS** Vendor will be exposed to Confidential Information (as defined below);

**WHEREAS**, Vendor acknowledges that Customer would suffer irreparable economic harm should such Confidential Information be made public by Vendor or third parties who obtain such information from Vendor;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Vendor, Customer and Vendor hereby agree as follows.

### **AGREEMENT**

#### **1. Definitions.**

As used herein, the term "**Confidential Information**" shall mean information and material that is confidential and/or proprietary to Customer's business or the business of any affiliate or direct or indirect equity holder of Customer, including, without limitation, all information or material, whether furnished, witnessed or obtained before or after the date hereof that has or could have commercial value or other utility in Customer's business or the business of any of Customer's affiliates or direct or indirect equity holders, which the parties hereby agree includes any information or material regarding business dealings, transactions, activities, associations, financial or other affairs or interests. Confidential Information also shall include all information or material that reflects, is based upon, or that reasonably could be derived from, any such information or material in any medium whether in writing or in electronic or other form, whether obtained by Vendor through Vendor's own observations or in materials provided by Customer. All such information and material shall be treated by Vendor as Confidential Information.

**2. Confidentiality.** Vendor acknowledges and agrees that Vendor has or may have in the past, will or may continue to learn, obtain, acquire, be exposed to and/or become aware of Confidential Information and that all Confidential Information is private and confidential. Vendor agrees that Vendor shall not, directly or indirectly, verbally or otherwise, publish, reveal, disseminate, disclose, or cause to be published, revealed, disseminated or disclosed (any such act, a "**Disclosure**") any Confidential Information to any person, including, but not limited to, co-workers, business colleagues, friends, relatives, acquaintances, business entities, proprietors or creators of, content providers to or participants in social media, newspapers, periodicals, magazines, publications, television stations, radio stations, publishers and any other enterprise involved in the print or electronic media, including individuals working or otherwise contributing or participating directly or indirectly for or on behalf of any of said entities or platforms ("**Third Parties**"). Vendor shall not, without Customer's prior written consent, take into Vendor's possession or control, nor deal with, use, or exploit (including enabling another to exploit) for Vendor's purposes or those of any Third Party, any Confidential Information owned by Customer or any affiliate or direct or indirect equity holder of Customer. Vendor acknowledges that any Disclosure by Vendor to any Third Party of any Confidential Information shall constitute a material breach of this Agreement. Vendor also agrees that this Agreement constitutes Confidential Information and Vendor shall maintain strictly the confidentiality of this Agreement except as required by law or necessary to comply with Vendor's confidentiality obligations.