



# RESOLUTION No. 23-261

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### APPROVAL OF AMENDMENT NO. 5 TO THE SERVICES CONTRACT BETWEEN THE COUNTY OF NEVADA AND GEOCON CONSULTANTS, INC., FOR ON-CALL MATERIAL TESTING SERVICES FOR THE 2023 ROAD REHABILITATION PROJECT – DISTRICTS I, II, AND IV

WHEREAS, Nevada County Public Works will be conducting the 2023 Road Rehabilitation Project from mid-June through August 2023 and will require materials testing services through the duration of said project; and

WHEREAS, the Board approved Resolution 18-438 on July 10, 2018, contract No. PESO3987; and

WHEREAS, the on-call materials testing consultants' contracts for Fiscal Year 2022/23 will expire on June 30, 2023; and

WHEREAS, it is necessary to extend the on-call testing services contract of one of the on-call consultants through the duration of the 2023 Road Rehabilitation Project to ensure continuity of test results and reporting for the project; and

WHEREAS, a mini Request For Proposals (RFP) for materials testing services was conducted to select the most suited consultant; and

WHEREAS, upon selection of Geocon Consultants, Inc., as the most qualified consultant, Geocon's contract will be amended to extend until September 30, 2023; and

WHEREAS, all other aspects of the contract will remain in effect.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Nevada County Board of Supervisors as follows:

1. Approves Contract Amendment No. 5 to the Agreement between the County of Nevada and Geocon Consultants, Inc., and authorizes the Chair of the Board of Supervisors to execute the Amendment on behalf of the County of Nevada.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13<sup>th</sup> day of June, 2023, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Edward C. Scofield, Chair

6/13/2023 cc: PW\*  
AC\*(Hold)

6/30/2023 cc: PW\*  
AC\*(Release)

**AMENDMENT NO.5 WITH  
GEOCON CONSULTANTS, INC.**

THIS AMENDMENT No.5 is executed the 13 day of June, 2023, by and between GEOCON CONSULTANTS, INC., and COUNTY OF NEVADA. Said Amendment No.5 will amend the Services Contract between the parties entitled On-Call Material Testing and Construction Inspection Consulting Services executed on July 10, 2018 in the amount of \$40,000 per year.

WHEREAS, the Agreement will expire on June 30, 2023; and

WHEREAS, the County desires to continue using the contractor to provide the services contemplated by the Agreement and the contractor desires to continue providing said services; and

WHEREAS, the parties desire to extend the existing contract from July 1, 2023 to September 30, 2023.


NOW, THEREFORE, the parties hereto agree as follows:

1. That Section 1 of the Agreement is hereby amended to extend the contract term to September 30, 2023.
2. That in all other respects the Agreement of the parties and prior amendments shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA

CONTRACTOR: GEOCON CONSULTANTS, INC.

By:   
Chair of the Board of Supervisors

By:  6/23/23  
JEREMY ZEDLER, PE, GC  
VICE PRESIDENT

**PERSONAL SERVICES CONTRACT**  
County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and Geocon Consultants Inc.

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) On-Call Materials Testing and Construction Inspection Services

**SUMMARY OF MATERIAL TERMS**

(§2) **Maximum Contract Price:** \$40,000  
 (§3) **Contract Beginning Date:** 9/1/2018      **Contract Termination Date:** 6/30/2019  
 (§4) **Liquidated Damages:** N/A

**INSURANCE POLICIES**

Designate all required policies:		Req'd	Not Req'd
(§6)	<b>Commercial General Liability</b> (\$1,000,000)	<u>x</u>	<u>    </u>
(§7)	<b>Automobile Liability</b> (\$ 300,000) Personal Auto	<u>    </u>	<u>x</u>
	(\$1,000,000) Business Rated	<u>x</u>	<u>    </u>
	(\$1,000,000) Commercial Policy	<u>    </u>	<u>x</u>
(§8)	<b>Worker's Compensation</b>	<u>x</u>	<u>    </u>
(§9)	<b>Errors and Omissions</b> (\$1,000,000)	<u>x</u>	<u>    </u>

**LICENSES AND PREVAILING WAGES**

(§14) Designate all required licenses:  
CA Civil Engineers License

**NOTICE & IDENTIFICATION**

(§26) <b>Contractor: Geocon Consultants Inc.</b> 3160 Gold Valley Rive Suite 800 Rancho Cordova, Ca 95742 Contact Person: Jeremy Zorne ( 916 ) 852-9118x522 e-mail:zorne@geoconinc.com	<b>County of Nevada:</b> 950 Maidu Ave Nevada City, Ca 95959 Contact Person: Patrick Perkins ( 530 ) 265-1712 e-mail: Patrick.perkins@co.nevada.ca.us
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**Contractor is a:** (check all that apply)

Corporation:	<input checked="" type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLC,	<input type="checkbox"/> Non-profit
Partnership:	<input type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLP,	<input type="checkbox"/> Limited
Person:	<input type="checkbox"/> Indiv.,	<input type="checkbox"/> Dba,	<input type="checkbox"/> Ass'n	<input type="checkbox"/> Other
<b>EDD:</b> Independent Contractor Worksheet Required:	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
<b>HIPAA:</b> Schedule of Required Provisions (Exhibit D):	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		

**ATTACHMENTS**

Designate all required attachments:	Req'd	Not Req'd
<b>Exhibit A: Schedule of Services</b> (Provided by Contractor)	<u>x</u>	<u>    </u>
<b>Exhibit B: Schedule of Charges and Payments</b> (Paid by County)	<u>x</u>	<u>    </u>
<b>Exhibit C: Schedule of Changes</b> (Additions, Deletions & Amendments)	<u>    </u>	<u>x</u>
<b>Exhibit D: Schedule of HIPAA Provisions</b> (Protected Health Information)	<u>    </u>	<u>x</u>

*JW*

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract,
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

**7. Automobile Liability Insurance:** (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

**8. Worker's Compensation:** (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

**9. Errors and Omissions:**

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

**10. Miscellaneous Insurance Provisions:** (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

(i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

**16. Accessibility (County Resolution No. 00190):**

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

**17. Nondiscriminatory Employment:**

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

**18. Prior Nevada County Employment (County Resolution No. 03-353):**

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

**19. Cost Disclosure:**

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

**Default and Termination**

**20. Termination:**

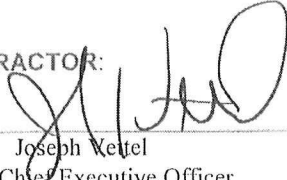
A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:



Name: Joseph Kettel  
Title: Chief Executive Officer

Dated: August 6, 2018

COUNTY OF NEVADA:



Honorable Edward C. Scofield  
Chair, Board of Supervisors

Dated: 8/28/18

Attest: Julie Patterson Hunter  
Clerk of the Board





## EXHIBIT "A"



- Concrete
- Hot Mix Asphalt
- Other construction materials
- Reinforced and unreinforced concrete sampling and testing

### Special Inspections

- Structural steel welding inspection
- High strength bolting inspection
- Spray-applied fire resistive material inspection and testing
- Non-destructive and/or destructive testing as needed
- Product research and certification

### Construction Inspection

- Review project plans and construction standards
- Coordinate pre-construction and field meetings
- Observe/document contractor operations
- Verify quantities
- Perform final project walk-through

### Geotechnical Engineering Services:

In addition to materials testing and inspection services, our team may provide engineering support for storm damage, landslide repairs, site stability review, or other urgent support as may arise as part of the County construction and maintenance. Such services will generally include:

- Site visits/geotechnical consultation,
- Engineering geology evaluations,
- Geotechnical field exploration,
- Laboratory testing,
- Prepare geotechnical design and foundation reports
- Prepare plans, specifications, and estimates for emergency slide repair projects.

### Environmental Consulting Services:

Our team may provide environmental consulting services, such as:

- Phase I ESAs
- Phase II ESAs



# EXHIBIT B

**GEOCON**  
CONSULTANTS, INC.

G E O T E C H N I C A L ■ E N V I R O N M E N T A L ■ M A T E R I A L S



## 2017 SCHEDULE OF FEES

### PROFESSIONAL SERVICES

Engineering Assistant/Laboratory Technician .....	\$80/hr
Engineering Field Technician/Special Inspector I .....	75/\$100(PW)*/hr
Engineering Field Technician/Special Inspector II .....	85/110(PW)*/hr
Engineering Field Technician/Special Inspector III .....	95/120 (PW)*/hr
Word Processor/Technical Editor .....	75/hr
Engineering/Research Assistant/Technical Illustrator .....	90/hr
Project Coordinator/GIS Specialist .....	95/hr
Staff Engineer/Geologist .....	110/hr
Senior Staff Engineer/Geologist .....	120/hr
Project Engineer/Geologist .....	130/hr
Senior Project Engineer/Geologist .....	140/hr
Senior Engineer/Geologist/Geophysicist .....	160/hr
Associate Engineer/Geologist .....	185/hr
Principal Engineer/Geologist/Litigation Support .....	225/hr
Deposition or Court Appearance .....	400/hr
Overtime and Saturday Rate .....	1.5 X Regular Hourly Rate
Sunday and Holiday Rate .....	2 X Regular Hourly Rate
Minimum Professional Fee .....	\$500/Project
Minimum Field Services Fee (per day or call-out) .....	2 Hours

\*Prevailing Wage (PW) per requirements of California Labor Code §720, et. Seq.

### TRAVEL

Personnel .....	Regular Hourly Rate
Subsistence (Per Diem) .....	\$150/day
Vehicle Mileage .....	0.75/mile

### EQUIPMENT & ANALYTICAL TESTS

Nuclear Gauge .....	Included in Technician hourly Rate	Level D PPE/Decon Rinse Equipment .....	\$50/day
Pick-up Truck .....	\$125/day	pH/Conductivity/Temperature Meter .....	50/day
Equipment Truck .....	200/day	55-gallon drum .....	55/ea.
Direct-Push Rig/Operator .....	165/190(PW)*/hr	TPHg/BTEX (EPA 8015M/8021B) .....	70/ea.
Direct-Push Sample Liner .....	10/ea.	TPHg/BTEX/MTBE (EPA 8015M/8260B) .....	100/ea.
Equipment Trailer .....	100/day	TPHd/TPHmo (EPA 8015M) .....	75/ea.
Wenner 4-Pin Earth Resistivity Meter .....	150/day	Fuel Oxygenate Compounds (EPA 8260B) .....	110/ea.
Coring Machine (concrete, asphalt, masonry).....	175/day	Volatile Organic Compounds (EPA 8260B) .....	150/ea.
Dynamic Cone Penetrometer .....	200/day	Semi-Volatile Organic Compounds (EPA 8270) .....	300/ea.
Dilatometer (DMT) Test Equipment.....	800/day	CAM 17 Metals (EPA 6010B) .....	170/ea.
Generator or Air Compressor .....	100/day	Single Metal (EPA 6010B) .....	20/ea.
GPS Unit.....	160/day	Pesticides (EPA 8081) .....	125/ea.
Drive-Tube Sampler or Hand-Auger .....	40/day	Soil pH (EPA 9045C).....	20/ea.
Soil Sample Tube (Brass or Stainless) .....	10/ea.	WET or TCLP Extraction .....	75/ea.
Water Level Indicator .....	40/day	Sample Compositing .....	20/composite.
Battery-Powered Pump .....	75/day	48-hour Turnaround Time .....	60% surcharge
Photo-Ionization Meter .....	125/day	24-hour Turnaround Time .....	100% surcharge

### LABORATORY TESTS

COMPACTION CURVES		SOIL AND AGGREGATE STABILITY	
4-inch mold (D1557/D698) .....	\$175/ea.	Resistance Value, R-Value (D2844/CAL301).....	\$275/ea.
6-inch mold (D1557/D698) .....	190/ea.	R-Value, Treated (CAL301) .....	300/ea.
California Impact (CAL.216) .....	200/ea.	California Bearing Ratio (D1883) .....	175/pt.
Check Point .....	85/ea.	Stabilization Ability of Lime (C977).....	180/ea.

EXHIBIT "B"  
(sub to Geoscon)



# COASTLAND

## SCHEDULE OF HOURLY RATES July 01, 2017 through June 30, 2018

### PROFESSIONAL SERVICES

Principal Engineer	\$190-210/hour
Supervising Engineer	\$165-190/hour
Senior Engineer	\$145-170/hour
Associate Engineer	\$130-145/hour
Assistant Engineer	\$105-130/hour
Junior Engineer	\$100-120/hour
Principal Designer	\$140-150/hour
Engineering Assistant	\$110-140/hour
Senior Engineering Technician	\$125-140/hour
Engineering Technician	\$105-125/hour
Engineering Aide	\$90-100/hour
Resident Engineer	\$145-175/hour
Construction Manager	\$140-160/hour
Construction Inspector*	\$120-140/hour
Construction Administrator	\$80-90/hour
Building Plan Check Engineer/Architect	\$140-165/hour
Building Official and/or CASp	\$140-170/hour
Supervising Building Inspector	\$145-\$160/hour
Senior Building Inspector	\$125-\$140/hour
Building Inspector (I & II)	\$95-\$120/hour
Senior Plans Examiner	\$120-\$135/hour
Plans Examiner (I & II)	\$100-\$115/hour
Senior Permit Technician	\$95-\$105/hour
Permit Technician (I & II)	\$80-\$90/hour
CLERICAL	\$80-90/hour
VEHICLE	\$15-20/hour
MILEAGE	\$0.68/mile**
OUTSIDE SERVICES	Cost + 15%
MATERIALS	Cost + 15%

- Computer time is included in the hourly rates used above.
- Consultation in connection with litigation and court appearances will be quoted separately.
- Additional billing classifications may be added to the above listing during the year as new positions are created.
- \* Includes services subject to prevailing wage rates.
- \*\* Mileage rates are subject to change based on fuel cost increases