



# RESOLUTION No. 18-438

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

### AWARD CONTRACT TO GEOCON CONSULTANTS, INC., FOR ON-CALL MATERIALS TESTING AND INSPECTION SERVICES FOR A MAXIMUM AMOUNT NOT TO EXCEED \$40,000

WHEREAS, on July 10, 2018, the Board of Supervisors adopted Resolution 18-347 approving award of a contract to GeoCon Consultants, Inc. for materials testing and inspection services; and

WHEREAS, based on feedback from the consultants and counsel subsequent to resolution adoption, additional information has been added to the contract; and

WHEREAS, the contract may be renewed annually at the Board's discretion for up to four additional years; and

WHEREAS, approval of this Resolution would supersede Resolution 18-347; and

WHEREAS, work is scheduled to begin September 1, 2018; and

WHEREAS, funding is available in the following budgets:

1114-30104-702-1000  
1114-30154-702-1000  
1114-30154-702-3000

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors:

1. Award a contract to GeoCon Consultants, Inc., in an amount not to exceed \$40,000, for professional materials testing and inspection services for various projects. The contract term shall be from September 1, 2018 to June 30, 2019, and may be renewed annually for up to four additional years at the Board's discretion.
2. Authorizes the Chair of the Board of Supervisors, upon receipt of Certificates of Insurance by the Director of the Department of Public Works and approval and acceptance of the Certificates of Insurance by the Risk Manager, to execute on behalf of the County of Nevada the agreement between Nevada County and GeoCon Consultants, Inc.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 28th day of August, 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Edward Scofield, Chair

8/28/2018 cc: DPW\*  
AC\*  
GC, Inc.

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

**Contractor is a:** (check all that apply)

Corporation:	<u>  x  </u> Calif.,	<u>    </u> Other,	<u>    </u> LLC,	<u>    </u> Non-profit
Partnership:	<u>    </u> Calif.,	<u>    </u> Other,	<u>    </u> LLP,	<u>    </u> Limited
Person:	<u>    </u> Indiv.,	<u>    </u> Dba,	<u>    </u> Ass'n	<u>    </u> Other

**EDD:** Independent Contractor Worksheet Required:      Yes      No

**HIPAA:** Schedule of Required Provisions (Exhibit D):      Yes   x   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>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

**1. Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

**2. Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

**3. Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

**4. Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

**5. Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

**6. Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, 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:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (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.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

**11. Indemnity:**

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers, subject to Civil Code Section 2782.8(a); any inconsistency between the terms of this agreement and those in Civil Code 2782.8, the terms of Civil Code 2782.8 shall prevail

**Personal Services**

**12. Contractor as Independent:**

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

**13. Assignment and Subcontracting:**

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

**14. Licensing and Permits:**

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

**Public Contracts**

**15. Prevailing Wage and Apprentices:**

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

(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**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

#### Miscellaneous

**21. Books of Record and Audit Provision:**

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

**22. Intellectual Property:**

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

**23. Entire Agreement:**

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

**24. Jurisdiction and Venue:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

**25. Compliance with Applicable Laws:**

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

**26. Notices:**

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.





**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 Vettel  
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





## ON-CALL MATERIALS TESTING AND INSPECTION SERVICES

Geocon will provide on-call materials testing and inspection services as requested by the County. Our project-specific scope of services will vary throughout the duration of the contract but will include the following general tasks:

- Geotechnical Testing and Observation
- Materials Testing
- Special Inspection
- Construction Inspection
- Geotechnical Engineering
- Environmental Consulting

As a matter of professional practice, we regularly review local agency codes, including County (and City) standard specifications and details to ensure that we are meeting the minimum standards adopted by the respective agency. Following this review, we then develop a scope of services that addresses the requested needs of the project along with any key issues we have identified.

Geocon will prepare Daily Field Reports (DFRs) summarizing observations, test results, analyses, and recommendations for services in a timely manner to the County representative. Copies of the DFRs will be provided in electronic and/or hard copy format to allow projects to keep moving forward within the construction schedule. Reports will include a description of deficiencies noted and corrective action undertaken to resolve such deficiencies. Deficiencies observed will immediately be brought to the attention of the County. In the event deficiencies are not corrected, or if an interpretation of the contract documents is required, the County will be notified. Upon completion of the project, Geocon will prepare a summary report outlining the testing performed and summarizing the results.

Specific services that we anticipate providing to the County for their CIP projects may include:

### Geotechnical Testing and Observation

- Site grading, excavation, engineered fill observation and testing
- Underground utility backfill compaction testing
- Soil stabilization/chemical treatment testing
- Aggregate Base (AB) and paving placement observation and compaction testing
- Instrumentation/monitoring

### Materials Testing

- Laboratory compliance testing for:
  - Soil
  - Aggregate



- 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.

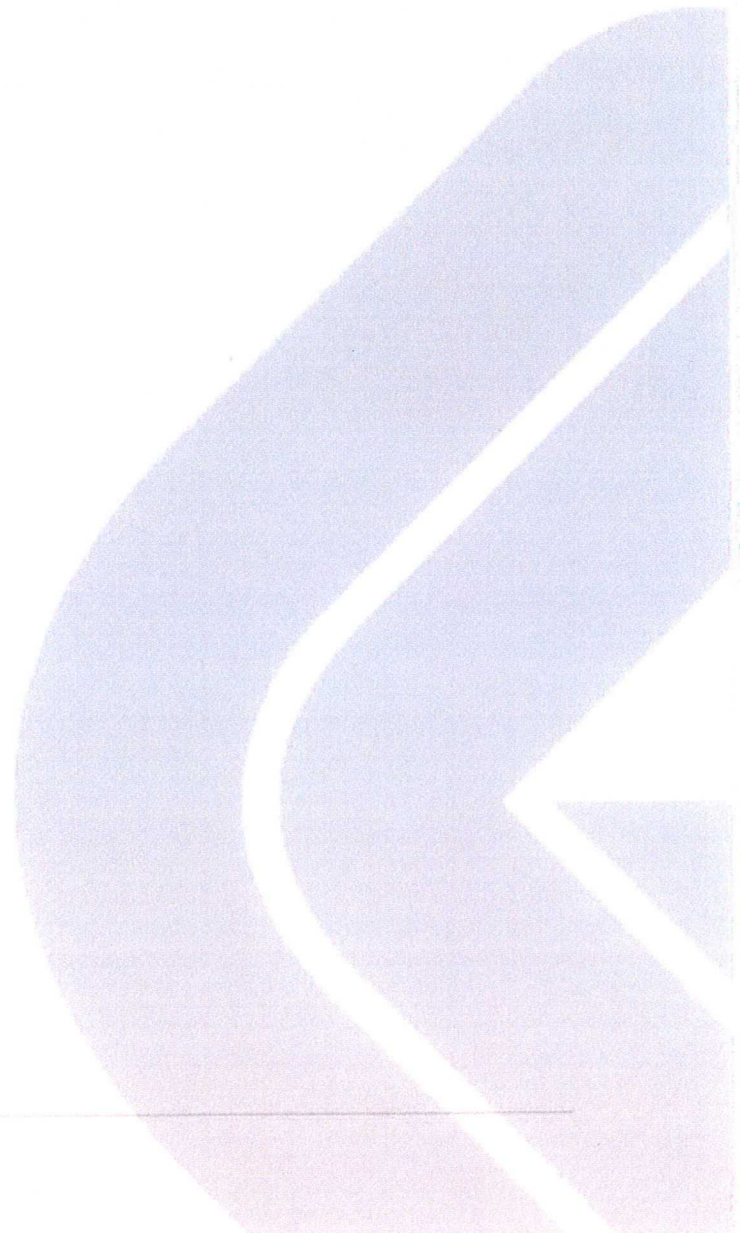
#### Environmental Consulting Services:

Our team may provide environmental consulting services, such as:

- Phase I ESAs
- Phase II ESAs



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- Preliminary Endangerment Assessments (PEAs)
  - Soil and Groundwater Investigations
  - Groundwater Monitoring
  - Storm water Compliance/Monitoring
  - Mine Waste Evaluations
  - Soil Vapor Surveys
  - Underground Storage Tank (UST) removal/closure



# EXHIBIT "B"



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-Augur .....	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 (CAL216) .....	200/ea.	California Bearing Ratio (D1883) .....	175/pt.
Check Point .....	85/ea.	Stabilization Ability of Lime (C977) .....	180/ea.

# EXHIBIT "B"

## SOIL AND AGGREGATE PROPERTIES

#200 Wash (D1140/C117).....	\$60/ea.	Moisture Determination, tube sample (D2216).....	\$20/ea.
Wet Sieve Analysis to #200 (D422/CAL202).....	100/ea.	Moisture Determination and Unit Weight (D2937).....	40/ea.
Hydrometer Analysis (D422).....	150/ea.	Atterberg Limits: Plasticity Index (D4318).....	175/ea.
Sieve Analysis with Hydrometer (D422).....	180/ea.	Sand Equivalent (D2419/CAL217).....	90/ea.
Specific Gravity, Soil (D854).....	70/ea.	pH and Resistivity (CAL643).....	120/ea.
Specific Gravity Coarse Aggregate (C127).....	50/ea.	Sulfate Content (CAL417).....	90/ea.
Specific Gravity Fine Aggregate (C128).....	68/ea.	Chloride Content (CAL422).....	50/ea.
Cut/Extract Shelby Tube.....	50/ea.	Organic Content (D2974).....	50/ea.

### SHEAR STRENGTH

Unconfined Compression (D2166).....	\$100/ea.
Direct Shear (D3080) (3pt).....	300/ea.
Unconsolidated-Undrained Triaxial Shear (D2850).....	125/pt.
Unconsolidated-Undrained Triaxial Staged (D2850).....	175/ea.
Consolidated-Undrained Triaxial Shear (D4767).....	300/pt.
Consolidated-Undrained Triaxial Staged (D4767).....	375/ea.
Consolidated-Drained Triaxial Shear (EM1110).....	400/pt.
Consolidated-Drained Triaxial Staged (EM1110).....	500/ea.

### PERMEABILITY, CONSOLIDATION AND EXPANSION

Permeability, Flexible Wall (D5084).....	\$265/ea.
Permeability, Rigid Wall (D5856).....	255/ea.
Consolidation (D2435).....	50/pt.
Expansion Index (D4829/UBC 29-2).....	175/ea.

### AGGREGATE QUALITY

Sieve Analysis to #200 (C136).....	\$100/ea.
L.A. Rattler Test (500 rev.) (C131).....	185/ea.
Durability Index (D3744/CAL229).....	165/ea.
Fine Aggregate Angularity (CAL 234).....	125/ea.
Flat and Elongated Particles (D4791/CAL 235).....	150/ea.
Percent Crushed Particles (CAL205).....	150/ea.

### CONCRETE / MASONRY / REINFORCING STEEL

Compressive Strength, Cast Cylinders (C39).....	\$25/ea.
Compressive Strength, Cores (C42).....	40/ea.
Flexural Strength Beam (C78/C293).....	80/ea.
Splitting Tensile Test (C496).....	69/ea.
Mix Design Review.....	200/ea.
Trial Batch.....	475/ea.
Rebar Tensile / Bend (up to #11/#11 and Larger).....	175/200/ea.
CMU Compressive Strength (C140).....	\$60/ea.
Compressive Strength, Grout (C1019/UBC 21-19).....	25/ea.
Compressive Strength, Mortar (C109/UBC 21-15,16).....	25/ea.
CMU Unit Wt., Dimen., Absorption (C140).....	60/ea.
Compressive Strength, Masonry Prism (C1314).....	115/ea.

### HOT MIX ASPHALT

Density, Hveem (D2726/CAL308).....	\$100/pt.
Stabilometer Value (D1560/CAL366).....	175/ea.
Theoretical Max. Specific Gravity (D2041/CAL309).....	175/ea.
Extraction/Sieve Analysis (C136/CAL202).....	150/ea.
HMA Core Unit Weight (D1188/CAL308).....	60/ea.
% Asphalt, Ignition Method (D6307/CAL382).....	100/ea.
% Asphalt, Ignition Calibration (D6307/CAL382).....	200/ea.
% Voids (CAL 367).....	275/ea.

\*2X surcharge on rush turnaround for laboratory testing

## TERMS AND CONDITIONS

1. Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
2. Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
3. Saturday, night work, and overtime hours are charged at time and one-half, Sundays and holidays at double time. Per diem may apply when location of work dictates.
4. Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge.
5. Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
6. Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of \$25,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above. Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of \$50,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.

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