

RESOLUTION No. 23-265

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION TO AWARD A CONTRACT TO GEOCON CONSULTANTS INC., FOR ON-CALL MATERIAL TESTING AND INSPECTION SERVICES FOR VARIOUS PROJECTS FOR THE FISCAL YEAR 2023/24 BUDGET FOR A MAXIMUM AMOUNT NOT TO EXCEED \$40,000

WHEREAS, on March 7, 2023, the County released a Request for Qualifications (RFQ) for On-Call Material Testing and Inspection Services for various projects; and

WHEREAS, nine Statements of Qualifications for On-Call Materials Testing and Inspection Services were received by the deadline of April 20, 2023; and

WHEREAS, staff recommends awarding a contract to Geocon Consultants Inc., in the amount of \$40,000; and

WHEREAS work is scheduled to begin July 1, 2023; and

WHEREAS the contract may be renewed annually for up to four additional years, with the final fiscal year being 2027/28; and

WHEREAS, the contract is contingent upon the adoption of the Fiscal Year 2023/24 County Budget; and

WHEREAS funding is available in Roads Engineering and Road Capitol Improvement budgets.

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

1. Awards a contract to Geocon Consultants, Inc., in an amount not to exceed \$40,000, for professional material testing and inspection services for various projects. The contract term shall be from July 1, 2023, to June 30, 2024, and may be renewed annually for up to four additional years.
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.
3. Authorizes the Purchasing Agent to encumber the contract upon adoption of the Fiscal Year 2023/24 budget in any of the following organization codes:

1114-30104-702-1000
1114-30104-702-3000
1114-30104-702-6000
1114-30154-702-1000
1114-30154-702-3000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13th 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)

7/10/2023 cc: PW*
AC* (Release)

Administering Agency: Nevada County Department of Public Works

Contract No. _____

Contract Description: On-Call Materials Testing and Construction Inspection Services

DESIGN/ENGINEERING PROFESSIONAL SERVICES CONTRACT

THIS DESIGN/ENGINEERING PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of July 1, 2023 by and between the County of Nevada, ("County"), and GeoCon Consultants, Inc. ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed forty thousand Dollars (\$40,000).**
3. **Term** This Contract shall commence on, 7/1/2023, and contract termination shall be June 30, 2024 and may be renewed annually for up to four additional years at the Directors of Public Works discretion.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation, and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **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 or 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, 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

Contract, 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.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

12. **Hold Harmless and Indemnification Contract**

12.1 **Definitions.** For purposes of this Section, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "County" shall include County, its officials, officers, , and employees.

12.2 **Consultant to Indemnify County.** Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the County, its officers, officials, and employees from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its subcontractors in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the negligence or willful misconduct by the County, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the County, then Consultant's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the County and shall not exceed the Consultant's proportionate percentage of fault as provided for in Civil Code Section 2782.2.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the County, its officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the County, its officers, officials, employees and volunteers.

12.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify

County for such loss or damage as is caused by the sole active negligence or willful misconduct of the County. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 12.4 **Attorney's Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of County's choice, expert fees and all other costs and fees of litigation. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the County, then Consultant's obligation to pay attorneys' fees, expert fees, and all other costs and fees of litigation shall be reduced in proportion to the established comparative liability of the County and shall not exceed the Consultant's proportionate percentage of fault as provided for in Civil Code Section 2782.2.
- 12.5 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to County.
- 12.6 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 12.7 **Insurance Not a Substitute.** County does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 12.8 **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section complies therewith.

Standard of Performance Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in accordance with the standards or quality normally observed by a person practicing in Contractor's profession. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

13. **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 section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
- 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>.
 - 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.
 - Contracts to which 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.
 - 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.
14. **Accessibility** 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 comply 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.
15. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
16. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a

contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

17. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
18. **Financial, Statistical and Contract-Related Records:**
 - 19.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such 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.
 - 19.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
 - 19.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.
19. **Termination**
 - A. A Material Breach, as defined pursuant to the terms of this Contract 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.
 - B. 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) calendar days written notice to Contractor**.
 - C. 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:

- D. County, upon giving **thirty (30) 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.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

20. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
21. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.
22. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
23. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.

24. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
25. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
26. **Compliance with Applicable Laws** 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.
27. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

28. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:

Nevada County
Public Works Department
Address: 950 Maidu Ave
City, St, Zip Nevada City, Ca 95959

Attn: Patrick Perkins
Email: Patrick.perkins@nevadacountyca.gov
Phone: 530-265-1712

CONTRACTOR:

Name of firm
Geo-Con Consultants Inc.
Address 3160 Gold Valley Dr. #800
City, St, Zip Rancho Cordova, CA
95742

Attn: Jeremy Zorne
Email: zorne@geoconinc.com

Phone: 916.852.9118

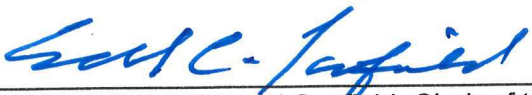
Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

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.

COUNTY OF NEVADA:

By:  Date: 6/29/23
Printed Name/Title: Edward Scofield, Chair of the Board of Supervisors

By: 
Attest Julie Patterson Hunter, Clerk of the Board of Supervisors

CONTRACTOR: Geo-Con Consultants Inc.

By:  Date: 6/23/2023
Name: JEREMY ZOLNE, PE, GE
Title: VICE PRESIDENT

Exhibits

- A. Schedule of Services
- B. Schedule of Charges and Payments
- C. Insurance Requirements



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
- 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



2023 SCHEDULE OF FEES

PROFESSIONAL SERVICES	
Engineering Field Technician/Special Inspector I	85/135(PW)*/hr.
Engineering Field Technician/Special Inspector II	95/140(PW)*/hr.
Engineering Field Technician/Special Inspector III/Equipment Operator	105/150(PW)*/hr.
Laboratory Technician/Engineering Assistant	90/hr.
Senior Laboratory Technician	110/hr.
Laboratory Supervisor	140/hr.
Word Processor/Technical Editor/Drafter	90/hr.
Research Assistant/Technical Illustrator/Senior Drafter	105/hr.
Project Coordinator/GIS Specialist	115/hr.
Staff Engineer/Geologist/Scientist/Field Supervisor	130/hr.
Senior Staff Engineer/Geologist/Scientist	140/hr.
Project Engineer/Geologist/Scientist/Construction Supervisor	150/hr.
Senior Project Engineer/Geologist/Scientist	165/hr.
Senior Engineer/Geologist/Scientist/Certified Industrial Hygienist	180/hr.
Associate Engineer/Geologist/Scientist	210/hr.
Principal Engineer/Geologist/Scientist/Litigation Support	240/hr.
Deposition or Court Appearance	425/hr.
Attorney Fees (General)	400/hr.
Overtime (>8 to 12 hrs.), Saturday, and Night Rate	1.5x Regular Hourly Rate
Overtime (>12 hrs.), Sunday, and Holiday Rate	2x Regular Hourly Rate
Minimum Professional Fee	\$500/Project
Minimum Field Services Fee (per day or call-out)	4 Hours
* Prevailing Wage (PW) per requirements of California Labor Code §720, et. Seq.	

TRAVEL	
Personnel	Regular Hourly Rate
Subsistence (Per Diem)	\$200/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	\$140/day	pH/Conductivity/Temperature Meter	60/day
Equipment Truck	225/day	55-gallon drum	90/ea.
Direct-Push Rig/Operator	190/235(PW)*/hr.	TPHg (EPA 8015M)	90/ea.
Direct-Push Sample Liner	10/ea.	TPHd/mo (EPA 8015M)	80/ea.
Equipment Trailer	100/day	Fuel Oxygenate Compounds (EPA 8260B)	135/ea.
Wenner 4-Pin Earth Resistivity Meter	150/day	Volatile Organic Compounds (EPA 8260B)	165/ea.
Coring Machine (concrete, asphalt, masonry)	250/day	Semi-Volatile Organic Compounds (EPA 8270)	300/ea.
Dynamic Cone Penetrometer	250/day	CAM 17 Metals (EPA 6010B)	200/ea.
Dilatometer (DMT) Test Equipment	800/day	Single Metal (EPA 6010B)	35/ea.
Generator or Air Compressor	150/day	STLC or TCLP Extraction	75/ea.
GPS Unit	160/day	Soil pH (EPA 9045C)	25/ea.
Drive-Tube Sampler or Hand-Auger	50/day	Organochlorine Pesticides (EPA 8081)	125/ea.
Soil Sample Tube (Brass or Stainless)	12/ea.	Naturally Occurring Asbestos (CARB 435)	125/ea.
Water Level Indicator	50/day	Asbestos PLM	20/ea.
Battery-Powered Pump	75/day	Asbestos 1,000-pt Count	100/ea.
Photo-Ionization Meter	150/day	48-hr/24-hr Turn-around Time	60%/100% surcharge

LABORATORY TESTS

COMPACTION CURVES		SOIL AND AGGREGATE STABILITY	
4-inch mold (D1557/D698)	\$250/ea.	Resistance Value, R-Value (D2844/CAL301)	\$300/ea.
6-inch mold (D1557/D698)	250/ea.	R-Value, Treated (CAL301)	325/ea.
California Impact (CAL216)	250/ea.	California Bearing Ratio (D1883)	175/pt.
Check Point	100/ea.	Stabilization Ability of Lime (C977)	200/ea.

SOIL AND AGGREGATE PROPERTIES

#200 Wash (D1140/C117)	\$90/ea.	Moisture Determination, tube sample (D2216)	\$20/ea.
Wet Sieve Analysis to #200 (D422/CAL202)	125/ea.	Moisture Determination and Unit Weight (D2937)	40/ea.
Dry Sieve Analysis, 1.5"+ Aggregate (D6913)	350/ea.	Atterberg Limits: Plasticity Index (D4318)	210/ea.
Hydrometer Analysis (D422)	175/ea.	Sand Equivalent (D2419/CAL217)	100/ea.
Sieve Analysis with Hydrometer (D422)	200/ea.	pH and Resistivity (CAL643)	125/ea.
Specific Gravity, Soil (T100)	100/ea.	Sulfate Content (CAL417)	95/ea.
Specific Gravity Coarse Aggregate (C127)	75/ea.	Chloride Content (CAL422)	55/ea.
Specific Gravity Fine Aggregate (C128)	100/ea.	Organic Content (D2974)	85/ea.

SHEAR STRENGTH

Unconfined Compression (D2166)	\$110/ea.
Direct Shear (3 points) (D3080)	350/ea.
Unconsolidated-Undrained Triaxial Shear (D2850)	135/pt.
Unconsolidated-Undrained Triaxial Staged (D2850)	185/ea.
Consolidated-Undrained Triaxial Shear (D4767)	315/pt.
Consolidated-Undrained Triaxial Staged (D4767)	390/ea.
Consolidated-Drained Triaxial Shear (EM1110)	400/pt.
Consolidated-Drained Triaxial Staged (EM1110)	600/ea.

PERMEABILITY, CONSOLIDATION AND EXPANSION

Permeability, Flexible Wall (D5084)	\$315/ea.
Permeability, Rigid Wall (D5856)	315/ea.
Consolidation (D2435)	65/pt.
Expansion Index (D4829/IBC 29-2)	225/ea.
Swell/Collapse (D4546)	175/pt.

AGGREGATE QUALITY

Sieve Analysis to #200 (C136)	\$125/ea.
L.A. Rattler Test (500 rev.) (C131)	225/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)	\$30/ea.
Compressive Strength, Cores (C42)	85/ea.
Flexural Strength Beam (C78/C293)	80/ea.
Splitting Tensile Test (C496)	80/ea.
DSA Masonry Shear (DSA-207)	75/ea.
Shotcrete Panel Coring and Comp. Strength (C1140)	100/ea.
Rebar Tensile/Bend (up to #11/#11 and larger)	275/300/ea.
CMU Compressive Strength (C140)	100/ea.
Compressive Strength, Grout (C1019/IBC 21-19)	30/ea.
Compressive Strength, Mortar (C109/IBC 21-15,16)	30/ea.
CMU Unit Wt., Dimen., Absorption (C140)	75/ea.
Compressive Strength, Masonry Prism (C1314)	250/ea.

HOT MIX ASPHALT

HMA Air Voids, Gyration (T269)	\$525/ea.
Hamburg Wheel Tracker (T324)	1,000/ea.
Theoretical Max. Specific Gravity (D2041/CAL309)	180/ea.
Ignition/Sieve Analysis (C136/CAL202)	250/ea.
HMA Core Unit Weight (D1188/CAL308)	100/ea.
% Asphalt, Ignition Method (D6307/CAL382)	125/ea.
% Asphalt, Ignition Calibration (D6307/CAL382)	400/ea.
Tensile Strength Ratio (T283)	1,000/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 unrelated 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 four-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 \$60,000 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 \$100,000 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.

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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.
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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 \$50,000 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 \$100,000 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.



110 Blue Ridge Rd - Suite 101
 Folsom, CA 95630
 916-430-6622
 www.unicoengineering.com

RATE SCHEDULE

UNICO Engineering, Inc.
 2023-2027

OVERHEAD %: 135.75% PROFIT %: 10% ESCALATION: 3%

CLASSIFICATION	DIRECT LABOR HOURLY RATE RANGE	HOURLY RATE RANGE					HOURLY RATE RANGE
		2023	2024	2025	2026	2027	
Principal	\$ 80.00 \$ 110.00	\$ 233.39 \$ 280.72	\$ 240.39 \$ 289.14	\$ 247.61 \$ 297.66	\$ 255.03 \$ 306.49	\$ 262.69 \$ 315.68	
Resident Engineer	\$ 60.00 \$ 110.00	\$ 207.46 \$ 280.72	\$ 213.88 \$ 289.14	\$ 220.09 \$ 297.66	\$ 226.70 \$ 306.49	\$ 233.50 \$ 315.68	
Structures Representative	\$ 60.00 \$ 85.00	\$ 207.46 \$ 242.44	\$ 213.88 \$ 249.71	\$ 220.09 \$ 256.99	\$ 226.70 \$ 264.70	\$ 233.50 \$ 272.84	
Program Manager	\$ 70.00 \$ 80.00	\$ 181.63 \$ 204.16	\$ 188.97 \$ 210.26	\$ 192.58 \$ 218.41	\$ 195.96 \$ 222.90	\$ 204.31 \$ 229.69	
Public Outreach Manager	\$ 55.00 \$ 85.00	\$ 142.83 \$ 165.99	\$ 146.91 \$ 170.99	\$ 151.31 \$ 176.93	\$ 155.95 \$ 181.11	\$ 160.93 \$ 188.64	
Contract Manager	\$ 70.00 \$ 85.00	\$ 181.53 \$ 216.92	\$ 188.97 \$ 223.43	\$ 192.58 \$ 229.94	\$ 195.96 \$ 236.93	\$ 204.31 \$ 243.84	
Assistant Resident Engineer	\$ 50.00 \$ 85.00	\$ 129.66 \$ 216.92	\$ 133.55 \$ 223.43	\$ 137.50 \$ 229.94	\$ 141.69 \$ 236.93	\$ 145.94 \$ 243.94	
Office Engineering/Document Control	\$ 30.00 \$ 50.00	\$ 77.80 \$ 127.60	\$ 80.13 \$ 131.43	\$ 82.54 \$ 135.26	\$ 85.01 \$ 139.31	\$ 87.56 \$ 143.49	
Civil/Bridge Inspector (Group 1 Prevailing Wage)	\$ 70.00 \$ 85.00	\$ 181.53 \$ 216.92	\$ 188.97 \$ 223.43	\$ 192.58 \$ 229.94	\$ 195.96 \$ 236.93	\$ 204.31 \$ 243.94	
Civil/Bridge Inspector (Group 1 Non-Prevailing Wage)	\$ 70.00 \$ 85.00	\$ 181.53 \$ 216.92	\$ 188.97 \$ 223.43	\$ 192.58 \$ 229.94	\$ 195.96 \$ 236.93	\$ 204.31 \$ 243.94	
Civil/Construction Inspector (Group 2 Prevailing Wage)	\$ 65.00 \$ 75.00	\$ 165.56 \$ 191.40	\$ 173.82 \$ 197.14	\$ 178.93 \$ 202.99	\$ 184.19 \$ 208.97	\$ 189.72 \$ 215.24	
Civil/Construction Inspector (Group 2 Non-Prevailing Wage)	\$ 65.00 \$ 75.00	\$ 165.56 \$ 191.40	\$ 173.82 \$ 197.14	\$ 178.93 \$ 202.99	\$ 184.19 \$ 208.97	\$ 189.72 \$ 215.24	
Electrical Inspector (Group 2 Prevailing Wage)	\$ 65.00 \$ 75.00	\$ 165.56 \$ 191.40	\$ 173.82 \$ 197.14	\$ 178.93 \$ 202.99	\$ 184.19 \$ 208.97	\$ 189.72 \$ 215.24	
Electrical Inspector (Group 2 Non-Prevailing Wage)	\$ 65.00 \$ 75.00	\$ 165.56 \$ 191.40	\$ 173.82 \$ 197.14	\$ 178.93 \$ 202.99	\$ 184.19 \$ 208.97	\$ 189.72 \$ 215.24	
Structural Inspector (Group 2 Prevailing Wage)	\$ 65.00 \$ 75.00	\$ 165.56 \$ 191.40	\$ 173.82 \$ 197.14	\$ 178.93 \$ 202.99	\$ 184.19 \$ 208.97	\$ 189.72 \$ 215.24	
Structural Inspector (Group 2 Non-Prevailing Wage)	\$ 65.00 \$ 75.00	\$ 165.56 \$ 191.40	\$ 173.82 \$ 197.14	\$ 178.93 \$ 202.99	\$ 184.19 \$ 208.97	\$ 189.72 \$ 215.24	
Qualified Stormwater Developer (QSD)	\$ 50.00 \$ 65.00	\$ 129.66 \$ 166.88	\$ 133.55 \$ 170.95	\$ 137.50 \$ 175.93	\$ 141.69 \$ 181.11	\$ 145.94 \$ 188.64	
Qualified Stormwater Practitioner (QSP)	\$ 42.00 \$ 55.00	\$ 108.92 \$ 140.38	\$ 112.18 \$ 144.57	\$ 115.95 \$ 148.79	\$ 119.92 \$ 153.25	\$ 122.89 \$ 157.84	
SWPPP Inspector	\$ 45.00 \$ 60.00	\$ 116.70 \$ 153.12	\$ 120.20 \$ 157.71	\$ 123.80 \$ 162.31	\$ 127.62 \$ 167.18	\$ 131.24 \$ 172.19	
Clerical	\$ 16.00 \$ 30.00	\$ 46.88 \$ 76.56	\$ 48.08 \$ 78.86	\$ 49.52 \$ 81.15	\$ 51.01 \$ 83.69	\$ 52.54 \$ 86.10	

- Reimbursement for per diem and mileage expenses shall be per the current federal reimbursement rate.
- Cost of normal survey stakes and other field supplies are included in the above rates. Special monuments, iron stakes, etc. will be charged at cost.
- Outside reproductions, services, and consultants will be charged at cost plus 10%.
- Per prevailing wage, a shift differential of 12.5% applies for any covered work shift beginning after 2PM.
- Yearly prevailing wage anticipates a 3% escalation, however increases in DIR rate determinations will be charged accordingly.
- Overtime rate will be billed at 1.5 times the hourly rate for non-exempt employees

Cesar Montes de Oca, President

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- (i) **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. **(Note – required only if auto is used in performance of work, submit waiver to Risk for approval to waive this requirement)**
- (iii) **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**
- (iv) **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any CGL or Automobile Liability claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any CGL or Automobile Liability insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.

- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer. Notwithstanding the foregoing, with respect to Professional Liability (Errors and Omissions), waiver of subrogation coverage may be provided as required by written contract per policy form in lieu of a formal or separate endorsement.
- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.
- (ix) **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (x) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- (xi) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all

other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

- (xiii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- (xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

SUMMARY OF CONTRACT

Contractor Name: Geo-Con Consultants Inc.

Description of Services On call Materials Testing and Construction Inspection

SUMMARY OF MATERIAL TERMS

Max Annual Price: 40,000

Max Multi-Year Price: \$200,000

FY 24/25 \$40,000

FY 25/26 =\$40,000

FY 26/27 =\$40,000

FY 27/28 =\$40,000

Contract Start Date: 7/1/2023

Contract End Date: 6/30/2024

Liquidated Damages: N/A

INSURANCE POLICIES

FUNDING:

Commercial General Liability (\$2,000,000)	Click or tap here to enter text.
Automobile Liability (\$1,000,000)	Click or tap here to enter text.
Worker's Compensation (Statutory Limits)	
Professional Errors and Omissions(\$2,000,000)	

LICENSES AND PREVAILING WAGES

Designate all required licenses: Ca professional PE as needed

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

Nevada County
Public Works Department

Address: 950 Maidu Ave
City, St, Zip Nevada City, CA 95959

Attn: Patrick Perkins
Email: Patrick.perkins@nevadacounty.ca.gov
Phone: 530.265.1712

CONTRACTOR:

Geo-Con Consultants Inc.

Address 3160 Gold Valley Dr.
City, St, Zip Rancho Cordova, CA
95742

Attn: Jeremy Zorne
Email: zorne@geoconinc.com

Phone: 775-737-7581

Contractor is a: (check all that apply)

- Corporation: Calif., Other, LLC,
- Non- Profit Corp Yes No
- Partnership: Calif., Other, LLP, Limited
- Person: Indiv., Dba, Ass'n Other

EDD Worksheet Required

Yes No

ATTACHMENTS

Exhibit A:Schedule of Services

Exhibit B:Schedule of Charges and Payments

Exhibit C:Insurance Requirements