

**CHANGE ORDER AGREEMENT
FOR PROFESSIONAL SERVICES**

Contractor: GEOCON
Contract Date: October 3, 2023
Project: Utica Park/Lightner Mine Expansion

Change Order No. 5
Date: October 1, 2024

Client's Name: City of Angels
Client's Address: P.O. Box 667; 200 Monte Verda St., Bldg. B Angels Camp, CA 95222

Attention: Steve Williams, Interim City Administrator
Telephone: (209) 736-1346

We hereby agree to make the following changes:
Amend the agreement to include **Attachment A.**

| | |
|-----------------------------------|--------------|
| Contract and Task Orders 1-4 | \$ 89,773.00 |
| Change Order Agreement #5: | \$ 3,210.00 |
| Revised Contract Amount: | \$ 92,983.00 |

Authorized Signature (GEOCON) _____
Jeremy Zorne, Vice President/Senior Engineer

Accepted: The above estimated fees/costs relating to this Change Order are satisfactory and are hereby accepted. All services to be performed under the same terms and conditions as specified in the original contract.

Authorized Signature: _____
Steve Williams, Interim City Administrator

Date: _____



Proposal No. SA-24-1785
September 17, 2024

City of Angels
200 Monte Verda, Building B
P.O. Box 667
Angels Camp, CA 95222

Attention: Amy Augustine, City Planner

Subject: PROPOSAL FOR SPECIAL INSPECTION SERVICES
UTICA PARK EXPANSION
ANGELS CAMP, CALIFORNIA

Ms. Augustine:

On behalf of the City of Angels (the City), Geocon Consultants, Inc. (Geocon) proposes to perform welding inspection of an amphitheater sound shell to be constructed as part of the Utica Park Expansion Project. This proposal serves as Change Order No. 5 to our agreement with the City dated October 3, 2023.

SCOPE OF SERVICES

Special inspection services will be performed by Geocon personnel with American Welding Society (AWS) certified welding inspector (CWI) certification. Connection details are provided in the sound shell improvement plans prepared by Land & Structure (August 29, 2024, Sheet 5, Detail 10, *Post to Beam Detail*). HSS 10"x10"x3/16" columns are to be connected to a W12x65 beam.

FEE AND SCHEDULE

We have budgeted for up to two days of inspection in the event that reinspection is required. We anticipate that the inspection will likely require less time than we have budgeted, and we will perform the inspection on a on a time-and-materials basis according to our *2024 Schedule of Fees*. Our fee estimate based on two days of inspection is \$3,210.

We request at least 48 hours prior notice from the contractor to schedule the inspections. If we encounter unforeseen conditions, or if we experience delays or circumstances beyond our control, we will notify you immediately to discuss modifications to the scope and/or fee. Additional services will only be performed with your prior written authorization and would be billed on a time-and-materials basis in accordance with our *2024 Schedule of Fees*.

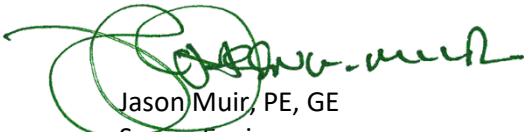
CONTRACT EXECUTION

The terms and conditions stipulated in our existing agreement dated October 3, 2023, shall apply to the services performed under this proposal except as specified herein. Please review the contents of this proposal and the attached *Change Order Agreement for Professional Services* (Change Order Agreement), and if they meet with your approval, please sign the Change Order Agreement and return the signed agreement to our office as our authorization to proceed.


We appreciate the opportunity to assist with this important project and look forward to continuing our work with you. Please contact the undersigned with any comments or questions regarding this proposal.

Sincerely,

GEOCON CONSULTANTS, INC.



Jason Muir, PE, GE
Senior Engineer



Jeremy Zorne, PE, GE
Senior Engineer

Enclosures: Change Order Agreement for Professional Services
2024 Schedule of Fees

**CHANGE ORDER AGREEMENT
FOR PROFESSIONAL SERVICES**

Geocon Project No.: S2669-05-03
Contract Date: October 3, 2023
Project: Utica Park Expansion

Change Order No.: 5
Date: September 17, 2024

Client's Name: The City of Angels
Client's Address: PO Box 667; 200 Monte Verda St. Bldg. B
Angels Camp, CA 95222

Attention: Amy Augustine, City Planner
Telephone: 209 743-2323

We hereby agree to make the following changes:

Current Contract Amount\$89,773
Change Order Agreement No. 5\$3,210
Revised Contract Amount\$92,983

Authorized Signature (Geocon): 
Jeremy Zorne, Vice President/Senior Engineer

Accepted: The above estimated fees/costs relating to this Change Order are satisfactory and are hereby accepted. All services to be performed under the same terms and conditions as specified in the original Contract.

Authorized Signature (Client/Owner): _____

Title: _____ Date: _____



2024 SCHEDULE OF FEES

PROFESSIONAL SERVICES

| | |
|--|--------------------------|
| Engineering Field Technician/Special Inspector I | \$90/hr. |
| Engineering Field Technician/Special Inspector II | 100/hr. |
| Engineering Field Technician/Special Inspector III/Equipment Operator..... | 110/hr. |
| Laboratory Technician/Engineering Assistant | 95/hr. |
| Senior Laboratory Technician | 110/hr. |
| Laboratory Supervisor | 140/hr. |
| Word Processor/Technical Editor/Drafter | 95/hr. |
| Research Assistant/Technical Illustrator/Senior Drafter | 110/hr. |
| Project Coordinator/GIS Specialist | 120/hr. |
| Staff Engineer/Geologist/Scientist/Field Supervisor | 135/hr. |
| Senior Staff Engineer/Geologist/Scientist | 145/hr. |
| Project Engineer/Geologist/Scientist/Construction Supervisor | 155/hr. |
| Senior Project Engineer/Geologist/Scientist | 170/hr. |
| Senior Engineer/Geologist/Scientist/Certified Industrial Hygienist | 185/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 Surcharge per California Labor Code §1720, et seq. | \$50/hr. |

TRAVEL

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|------------------------------|---------------------|
| Personnel | Regular Hourly Rate |
| Subsistence (Per Diem) | \$200/day |
| Vehicle Mileage | 0.75/mile |

EQUIPMENT & ANALYTICAL TESTS

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|---|------------------------------------|--|--------------------|
| Nuclear Gauge | Included in Technician Hourly Rate | Level D PPE/Decon Rinse Equipment | \$50/day |
| Pick-up Truck | \$150/day | pH/Conductivity/Temperature Meter | 60/day |
| Equipment Truck | 225/day | 55-gallon drum | 90/ea. |
| Direct-Push Rig/Operator | 200/250(PW)/hr. | TPHg (EPA 8015M) | 90/ea. |
| Direct-Push Sample Liner | 10/ea. | TPHd/mo (EPA 8015M) | 85/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) | 210/ea. |
| Dilatometer (DMT) Test Equipment | 800/day | Single Metal (EPA 6010B) | 45/ea. |
| Generator or Air Compressor | 150/day | STLC or TCLP Extraction | 80/ea. |
| GPS Unit | 160/day | Soil pH (EPA 9045C) | 30/ea. |
| Drive-Tube Sampler or Hand-Augur | 50/day | Organochlorine Pesticides (EPA 8081) | 130/ea. |
| Soil Sample Tube (Brass or Stainless) | 12/ea. | Naturally Occurring Asbestos (CARB 435) | 125/ea. |
| Water Level Indicator | 50/day | Asbestos PLM | 25/ea. |
| Battery-Powered Pump | 80/day | Asbestos 1,000-pt Count | 100/ea. |
| Photo-Ionization Meter | 150/day | 48-hr/24-hr Turnaround Time | 60%/100% surcharge |

LABORATORY TESTS

COMPACTION CURVES

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| 4-inch mold (D1557/D698) | \$250/ea. |
| 6-inch mold (D1557/D698) | 250/ea. |
| California Impact (CAL216) | 250/ea. |
| Check Point | 100/ea. |

SOIL AND AGGREGATE STABILITY

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| Resistance Value, R-Value (D2844/CAL301) | \$320/ea. |
| R-Value, Treated (CAL301) | 340/ea. |
| California Bearing Ratio (D1883) | 175/pt. |
| Stabilization Ability of Lime (C977) | 210/ea. |

SOIL AND AGGREGATE PROPERTIES

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| #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. |
| | | Cut/Extract Shelby Tube | 100/ea. |

SHEAR STRENGTH

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| 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) | 325/pt. |
| Consolidated-Undrained Triaxial Staged (D4767) | 415/ea. |
| Consolidated-Drained Triaxial Shear (EM1110) | 400/pt. |
| Consolidated-Drained Triaxial Staged (EM1110) | 600/ea. |

PERMEABILITY, CONSOLIDATION AND EXPANSION

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| Permeability, Flexible Wall (D5084) | \$325/ea. |
| Permeability, Rigid Wall (D5856) | 325/ea. |
| Consolidation (D2435) | 65/pt. |
| Expansion Index (D4829/UBC 29-2) | 225/ea. |
| Swell/Collapse (D4546) | 175/pt. |

AGGREGATE QUALITY

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| 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

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|--|-------------|
| Compressive Strength, Cast Cylinders (C39) | \$32/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/UBC 21-19) | 35/ea. |
| Compressive Strength, Mortar (C109/UBC 21-15,16) .. | 35/ea. |
| CMU Unit Wt., Dimen., Absorption (C140) | 75/ea. |
| Compressive Strength, Masonry Prism (C1314) | 250/ea. |

HOT MIX ASPHALT

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| HMA Air Voids, Gyrotory (T269) | \$525/ea. |
| Hamburg Wheel Tracker (T324) | 1,000/ea. |
| Theoretical Max. Specific Gravity (D2041/CAL309) | 180/ea. |
| Ignition/Sieve Analysis (C136/CAL202) | 220/ea. |
| HMA Core Unit Weight (D1188/CAL308) | 100/ea. |
| % Asphalt, Ignition Method (D6307/CAL382) | 140/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

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.