

# City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

· Mayor Sean Lomen · Mayor Pro Tem Trinity Burruss  
Councilmembers · David Ackerman · Joe Fatula · Marnie Mendoza

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## REGULAR MEETING AGENDA

October 27, 2021

Regular Session: 6:00PM

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**This meeting will be held at Colfax City Hall, 33 South Main Street, Colfax, CA**

You may also join via ZOOM on a computer or mobile device by visiting

<https://us02web.zoom.us/j/82162959654>

Dial in by calling one of the numbers listed below and enter the Webinar ID:

821 6295 9654

1 (669) 900-6833

1 (346) 248-7799

1 (312) 626-6799

1 (929) 205-6099

1 (253) 215-8782

1 (301) 715-8592

Or join via Facebook Live on our City of Colfax page: City of Colfax California

Submit public comments to the City Clerk via email at [city.clerk@colfax-ca.gov](mailto:city.clerk@colfax-ca.gov), by mail to PO Box 702, Colfax CA 95713, or drop them off in the office at 33 S. Main Street, Colfax CA 95713 by 4pm on the day of the meeting.

Comments received will be submitted to Council and made part of the record.

**1 CLOSED SESSION (No Closed Session)**

**2 OPEN SESSION**

2A. **Call Open Session to Order**

2B. **Pledge of Allegiance**

2C. **Roll Call**

2D. **Approval of Agenda Order**

*This is the time for changes to the agenda to be considered including removal, postponement, or change to the agenda sequence.*

**Recommended Action:** By motion, accept the agenda as presented or amended.

**3 AGENCY REPORTS**

3A. **Placer County Sheriff**

3B. **Placer County Fire Department**

3C. **CHP**

3D. **Colfax Chamber of Commerce**

**4 PRESENTATION (No Presentations)**



Colfax City Council Meetings are ADA compliant. If you need special assistance to participate in this meeting, please contact the City Clerk at (530) 346-2313 at least 72 hours prior to make arrangements for ensuring your accessibility.

**October 27, 2021**

Page 1 of 3

## 5 PUBLIC HEARING

### 5A. Mitigation Impact Fees – Annual Report *(pages 4-10)*

**Recommendation:** Conduct Public Hearing, review annual report, consider public and staff comments, accept report and adopt Resolution No \_\_-2021 Accepting And Approving the Annual AB 1600 Mitigation Fee Report And Making Findings Pursuant To Colfax Municipal Code Chapter 3.56 And The Mitigation Fee Act (Government Code §66000 Et Seq).

## 6 CONSENT CALENDAR

*Matters on the Consent Calendar are routine in nature and will be approved by one blanket motion with a Council vote. No discussion of these items ensues unless specific items are pulled for discussion and separate action. If you wish to have an item pulled from the Consent Agenda for discussion, please notify the Mayor.*

**Recommended Action: Approve Consent Calendar**

### 6A. Sewer Collection System and Wastewater Treatment Plant Improvements SWPPP – HydroCompliance *(pages 11-27)*

**Recommendation:** Adopt Resolution \_\_-2021 authorizing the City Manager to execute an agreement with HydroCompliance for sewer collection system and Wastewater Treatment Plant improvements construction SWPPP services in an amount not to exceed \$25,000.

### 6B. Sewer Collection System and Wastewater Treatment Plant Improvements Environmental Monitoring – Adrienne Graham *(pages 28-50)*

**Recommendation:** Adopt Resolution \_\_-2021 authorizing the City Manager to execute an agreement with Adrienne Graham for sewer collection system and Wastewater Treatment Plant improvements construction environmental monitoring in an amount not to exceed \$25,000.

### 6C. Minutes *(pages 51-53)*

**Recommendation:** By Motion, approve the Colfax City Council minutes of 10/13/2021.

### 6D. Cash Summary –September 2021 *(pages 54-65)*

**Recommendation:** Accept and File.

### 6E. 101 Railroad Street Parking Lot Improvements – Simpson & Simpson, Inc. *(pages 66-77)*

**Recommendation:** Adopt Resolution \_\_- 2021 authorizing the City Manager to execute a construction agreement with Simpson & Simpson Inc. for 101 Railroad Street Parking Lot improvement in an amount not to exceed \$33,247.

### 6F. Construction Bidding for Lift Station 5 Force Main Improvements *(pages 78-87)*

**Recommendation:** Adopt Resolution \_\_- 2021 accepting the design and specifications and authorizing the City Manager to solicit bids for the construction of the Lift Station # 5 Force Main Improvements.



- 6G. **Council Chambers Audio System Upgrade** *(pages 88-101)*  
**Recommendation:** Discuss and consider adopting Resolution \_\_-2021 authorizing the City Manager to execute a contract with Sierra Professional Audio & Video Technologies for a new Council Chamber audio system with an amount not to exceed \$14,383.

\*\*\* end of consent calendar \*\*\*

## **7 PUBLIC COMMENT**

*The purpose of these reports is to provide information to the Council and public on projects, programs, and issues discussed at committee meetings and other items of Colfax related information. No decisions will be made on these issues. If a member of the Council prefers formal action be taken on any committee reports or other information, the issue will be placed on a future Council meeting agenda.*

## **8 COUNCIL AND STAFF**

*The purpose of these reports is to provide information to the Council and public on projects, programs, and issues discussed at committee meetings and other items of Colfax related information. No decisions will be made on these issues. If a member of the Council prefers formal action be taken on any committee reports or other information, the issue will be placed on a future Council meeting agenda.*

8A. **Committee Reports and Colfax Informational Items – All Councilmembers**

8B. **City Operations Update – City Manager**

## **9 COUNCIL BUSINESS**

9A. **Poultry Ad hoc Committee** *(page 102)*

**Recommendation:** Discuss and consider establishing an Ad hoc Committee for establishing residential chicken regulations.

## **10 GOOD OF THE ORDER**

*Informal statements, observation reports and inquiries regarding the business of the City may be presented by council members under this agenda item or requests for placement of items of interest on a future agenda. No action will be taken.*

## **11 ADJOURNMENT**

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I, Amy Lind, Interim City Clerk for the City of Colfax, declare that this agenda was posted at Colfax City Hall and Colfax Post Office. The agenda is also available on the City website at <http://colfax-ca.gov/>

*Amy M. Lind*

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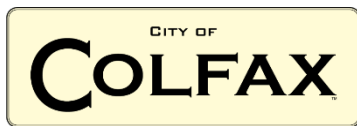
Amy Lind, Interim City Clerk

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Administrative Remedies must be exhausted prior to action being initiated in a court of law. If you challenge City Council action in court, you may be limited to raising only those issues you or someone else raised at a public hearing described in this notice/agenda, or in written correspondence delivered to the City Clerk of the City of Colfax at, or prior to, said public hearing.

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# Staff Report to City Council

## FOR THE OCTOBER 27, 2021 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Laurie Van Groningen, Finance Director  
**Subject:** Mitigation Impact Fees – Annual Report

*Budget Impact Overview:*

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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**RECOMMENDED ACTION:** Conduct Public Hearing, review annual report, consider public and staff comments, accept report and adopt Resolution No. \_\_-2021 Accepting And Approving the Annual AB 1600 Mitigation Fee Report And Making Findings Pursuant To Colfax Municipal Code Chapter 3.56 And The Mitigation Fee Act (Government Code §66000 Et Seq)

### Summary/Background

The State of California, through the enactment of Government Code Section 66000 et seq. (the “Mitigation Fee Act”), conferred upon local government units authority to adopt fees imposed on a broad class of projects and fees imposed on specific projects for the purpose of defraying all or a portion of the cost of public facilities related to the development project. The City of Colfax Municipal Code Chapter 3.56 established the local authority for imposing Mitigation Impact Fees as allowed by the Mitigation Fee Act.

Colfax Municipal Code §3.56.120B requires the City to complete an annual AB1600 Mitigation report and Council to review the annual report at a noticed Public Hearing. At the close of the hearing, the Council must determine whether the mitigation impact fee amounts continue to be reasonably related to the impact of development and whether the described public facilities are still needed. The Council is authorized to revise the mitigation impact fees to include additional projects not previously foreseen as being needed.

The City maintains separate fund accounts for each mitigation fee type. The City has established the following Mitigation Impact Fees:

1. Fund 210 - Roads
2. Fund 211 - Drainage
3. Fund 212 - Trails
4. Fund 213 - Parks and Recreation
5. Fund 214 - City Buildings
6. Fund 215 - City Vehicles
7. Fund 217 - Downtown Parking
8. Fund 342 - Fire Construction Fees
9. Fund 343 - Recreation Construction Fees

These funds earn and accumulate interest and all expenditures from these funds have been for the purpose for which the fees were collected. A detailed financial analysis by fund and a schedule of mitigation fees are attached as part of this report.

Mitigation Fees are accounted for using the accounting method known as FIFO (first in, first out), which means the first revenue received is assumed to be the first spent. State law and the Colfax Municipal Code require the City to prepare an annual report for each fund established to account for Mitigation Impact Fees. The report must

include (1) A brief description of the type of fee in the account or fund (Government Code §66006(b)(1)(A)) , (2) the amount of the fee (Government Code §66006(b)(1)(B)), (3) the beginning and ending balance of the account or fund (Government Code §66006(b)(1)(C)), (4) the amount of the fees collected and the interest earned (Government Code §66006(b)(1)(D)), (5) an identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with the fees (Government Code §66006(b)(1)(E)), (6) an identification of an approximate date by which the construction of the public improvement will commence if the city determines that sufficient funds have been collected to complete financing on an incomplete public improvement (Government Code §66006(b)(1)(F)), (7) a description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan (Government Code §66006(b)(1)(G)) and (8) the amount of refunds made and allocations made if the cost of making a refund exceeds the amount to be refunded.

Public Notice

This report was available at City Hall counter by: October 8, 2021

Notice of Public Hearing was published: Auburn Journal October 13, 2021

Staff recommends that Council Accepts And Approves the Annual AB 1600 Mitigation Fee Report And Makes Findings Pursuant To Colfax Municipal Code Chapter 3.56 And The Mitigation Fee Act (Government Code §66000 Et Seq).

Attachments:

1. Resolution\_\_-2021
2. Annual AB1600 Report
3. Mitigation Fee Schedule

The 2006 Mitigation Fee Study and 2006 Mitigation Fee Council Minutes are available at City Hall.

# City of Colfax

## City Council

### Resolution No. \_\_\_-2021

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ACCEPTING AND APPROVING THE ANNUAL AB 1600 MITIGATION FEE REPORT AND MAKING FINDINGS PURSUANT TO COLFAX MUNICIPAL CODE CHAPTER 3.56 AND THE MITIGATION FEE ACT (GOVERNMENT CODE §66000 Et Seq)

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**WHEREAS**, the State of California, through the enactment of Government Code Section 66000 et seq. (the “Mitigation Fee Act”), conferred upon local government unit’s authority to adopt fees imposed on a broad class of projects and fees imposed on specific projects for the purpose of defraying all or a portion of the cost of public facilities related to the development project; and,

**WHEREAS**, the City of Colfax Municipal Code Chapter 3.56 established the local authority for imposing Mitigation Impact Fees as allowed by the Mitigation Fee Act; and,

**WHEREAS**, Colfax Municipal Code §3.56.120B requires the City to complete an annual AB1600 Mitigation report and Council to review the annual report at a noticed public hearing; and,

**WHEREAS**, at the close of the hearing, the Council must determine whether the mitigation impact fee amounts continue to be reasonably related to the impact of development and whether the described public facilities are still needed; and,

**WHEREAS**, the Council is authorized to revise the mitigation impact fees to include additional projects not previously foreseen as being needed; and,

**WHEREAS**, the City maintains separate fund accounts for each mitigation fee type. The City has established the following Mitigation Impact Fees:

1. Fund 210 - Roads
2. Fund 211 - Drainage
3. Fund 212 - Trails
4. Fund 213 - Parks and Recreation
5. Fund 214 - City Buildings
6. Fund 215 - City Vehicles
7. Fund 217 - Downtown Parking
8. Fund 342 - Fire Construction Fees
9. Fund 343 - Recreation Construction Fees; and,

**WHEREAS**, these funds earn and accumulate interest and all expenditures from these funds have been for the purpose for which the fees were collected; and,

**WHEREAS**, a detailed financial analysis by fund and a schedule of mitigation fees are attached as part of this report; and,

**WHEREAS**, Mitigation Fees are accounted for using the accounting method known as FIFO (first in, first out), which means the first revenue received is assumed to be the first spent; and,

**WHEREAS**, State law and the Colfax Municipal Code require the City to prepare an annual report for each fund established to account for Mitigation Impact Fees; and,

**WHEREAS**, the report must include (1) A brief description of the type of fee in the account or fund (Government Code §66006(b)(1)(A)) , (2) the amount of the fee (Government Code §66006(b)(1)(B)), (3) the beginning and ending balance of the account or fund (Government Code §66006(b)(1)(C)), (4) the amount of the fees collected and the interest earned (Government Code §66006(b)(1)(D)), (5) an identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with the fees (Government Code §66006(b)(1)(E)), (6) an identification of an approximate date by which the construction of the public improvement will commence if the city determines that sufficient funds have been collected to complete financing on an incomplete public improvement (Government Code §66006(b)(1)(F)), (7) a description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan (Government Code §66006(b)(1)(G)) and (8) the amount of refunds made and allocations made if the cost of making a refund exceeds the amount to be refunded; and,

**WHEREAS**, on October 27, 2021, pursuant to notice duly published and posted, the Colfax City Council opened a public hearing for the purpose of (1) reviewing the Mitigation Fee Report and the Mitigation Impact Fees and determining whether the Mitigation Impact Fee amounts continue to be reasonably related to the impact of development, (2) determining whether the described facilities are still needed, (3) determining whether the Mitigation Impact Fees should be revised to include additional projects not previously foreseen as being needed and (4) making other findings required by law; and,

**WHEREAS**, on October 27, 2021, the public hearing was closed after all public comments were received.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax as follows:

1. The foregoing recitals are true and correct statements of fact and are incorporated into this Resolution by reference.
2. Based upon all of the evidence in the record before it and the comments received from the public, the Colfax City Council hereby finds and determines:
  - a. The purpose to which each Mitigation Impact Fee identified in the Mitigation Fee Report is to be applied is adequately identified in Colfax Municipal Code §3.56.050 and the Major Projects and Mitigation Fee Study dated August 14, 2006, as amended.
  - b. It has been adequately demonstrated that there continues to be a reasonable relationship between each Mitigation Impact Fee and the purpose for which it is charged.
  - c. To the extent any improvements to be funded by Mitigation Impact Fees remain incomplete, the sources and amount of funding are identified in the Major Projects and Mitigation Fee Study dated August 14, 2006 as amended and include without limitation future development projects in Colfax.
  - d. The approximate dates on which funding for all projects to be funded by Mitigation Impact Fees will be deposited into the appropriate Mitigation Impact Fee Account or fund is presently unknown because development within the City is unpredictable but is estimated to beat approximately the same time as future development occurs.
  - e. The amounts of the Mitigation Impact Fees continue to be reasonably related to the impact of development.

- f. The public facilities described in the Major Projects and Mitigation Fee Study dated August 14, 2006, as amended, and as provided in Colfax Municipal Code §3.56.050 are still needed.
- 3. The Mitigation Fee Report is hereby approved.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 27<sup>th</sup> day of October 2021 by the following vote of Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**Sean Lomen, Mayor**

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**Marguerite Bailey, City Clerk**



**City of Colfax  
Annual Report on Mitigation Fees Per Government Code 66000  
AB1600 Statement - Fiscal Year 2020-2021**

**Analysis of Change in Fund Balance**

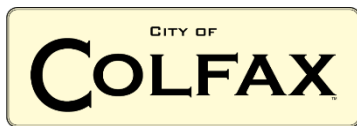
	Roads 210	Drainage 211	Trails 212	Parks & Rec 213	City Building 214	City Vehicle 215	Downtown Parking 217	Recreation Construction 342	Fire Construction 343	Total
Beginning Balance 07/01/20	\$ 216,249.01	\$ 4,366.25	\$ 64,569.79	\$ 107,829.16	\$ 44,561.14	\$ 9,404.03	\$ 31,165.25	\$ 41,406.45	\$ 41,406.98	\$ 560,958.06
<b>REVENUE</b>										
Fees Collected*	\$ 39,644.00	\$ 996.58	\$ 9,353.90	\$ 104,454.16	\$ 34,623.54	\$ 6,565.45	\$ 20,111.79	\$ 33,845.43	\$ 33,845.37	\$ 283,440.22
Interest Earnings	\$ 1,264.66	\$ 24.90	\$ 365.73	\$ 758.29	\$ 294.37	\$ 61.81	\$ 192.37	\$ 291.33	\$ 291.33	\$ 3,544.79
Other Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers in	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 40,908.66	\$ 1,021.48	\$ 9,719.63	\$ 105,212.45	\$ 34,917.91	\$ 6,627.26	\$ 20,304.16	\$ 34,136.76	\$ 34,136.70	\$ 286,985.01
<b>EXPENDITURES</b>										
Project Expenditures	\$ 2,890.00	\$ -	\$ -	\$ 24,196.44	\$ 5,332.51	\$ -	\$ -	\$ -	\$ -	\$ 32,418.95
Refunds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 2,890.00	\$ -	\$ -	\$ 24,196.44	\$ 5,332.51	\$ -	\$ -	\$ -	\$ -	\$ 32,418.95
Revenue Over/(Under) Expenditures	\$ 38,018.66	\$ 1,021.48	\$ 9,719.63	\$ 81,016.01	\$ 29,585.40	\$ 6,627.26	\$ 20,304.16	\$ 34,136.76	\$ 34,136.70	\$ 254,566.06
<b>Ending Balance at 06/30/21</b>	<b>\$ 254,267.67</b>	<b>\$ 5,387.73</b>	<b>\$ 74,289.42</b>	<b>\$ 188,845.17</b>	<b>\$ 74,146.54</b>	<b>\$ 16,031.29</b>	<b>\$ 51,469.41</b>	<b>\$ 75,543.21</b>	<b>\$ 75,543.68</b>	<b>\$ 815,524.12</b>

**Expenditures by Project**

	Roads 210	Drainage 211	Trails 212	Parks & Rec 213	City Building 214	City Vehicle 215	Downtown Parking 217	Recreation Construction 342	Fire Construction 343	Total	Percentage Funded with Mitigation Fees
Project: Roundabout Monument	\$ 2,890	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,890	100%
Project: Land Purchase - Art Lot	\$ -	\$ -	\$ -	\$ 24,196	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,196	100%
Project: City Hall Renovation - Flooring	\$ -	\$ -	\$ -	\$ -	\$ 5,333	\$ -	\$ -	\$ -	\$ -	\$ 5,333	100%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Expenditures by Project	\$ 2,890	\$ -	\$ -	\$ 24,196	\$ 5,333	\$ -	\$ -	\$ -	\$ -	\$ 32,419	

**MITIGATION FEE BY LANDUSE & TYPE  
COLFAX MITIGATION FEE STUDY**

Mitigation Fee 3.56		Single Family	Multi Family	Office Building	Retail Building	Industrial Building
Item	Code/Ordinance Section	per unit	per unit	per 1000 sf	per 1000 sf	per 1000 sf
Roads	3.56.030A	\$ 1,802	\$ 1,301	\$ 5,285	\$ 6,342	\$ 1,172
Drainage Study	3.56.030B	\$ 74	\$ 48	\$ 57	\$ 68	\$ 43
Drainage systems on e-w culverts	3.56.030C	\$ 3,416	\$ 2,216	\$ 2,616	\$ 3,139	\$ 1,962
Trails	3.56.030D	\$ 1,125	\$ 787	\$ 35	\$ 31	\$ 12
Park & Rec.	3.56.030E	\$ 5,731	\$ 4,011	\$ 178	\$ 160	\$ 63
City Buildings	3.56.030F	\$ 684	\$ 494	\$ 2,007	\$ 2,409	\$ 445
City Vehicles	3.56.030G	\$ 130	\$ 94	\$ 380	\$ 456	\$ 84
Downtown Parking	3.56.030H	\$ 581	\$ 420	\$ 1,705	\$ 2,046	\$ 378
Mitigation Fee Study		\$ -	\$ -	\$ -	\$ -	\$ -
				sf building, example		
		per unit	per unit	Totals for a 10,000		
Total		\$ 13,543	\$ 9,372	\$ 122,628	\$ 146,522	\$ 41,595
Totals areas not using e-w culverts		\$ 10,126	\$ 7,156	\$ 96,465	\$ 115,128	\$ 21,974



# Staff Report to City Council

## FOR THE OCTOBER 27, 2021 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
**Subject:** Sewer Collection System and Wastewater Treatment Plant Improvements  
 SWPPP – HydroCompliance

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$25,000	<b>Fund(s):</b> 560/561 Grant Reimbursed (CWSRF)
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**RECOMMENDED ACTION:** Adopt Resolution\_\_-2021 authorizing the City Manager to execute an agreement with HydroCompliance for sewer collection system and Wastewater Treatment Plant improvements construction SWPPP services in an amount not to exceed \$25,000.

### Summary/Background

In 2018, the City of Colfax applied for and was awarded a \$500,000 Clean Water State Revolving Fund (CWSRF) Small Community grant through the State Water Resource Control Board (Water Board). The funding was used to identify Wastewater related projects with the goal of improving operational efficiency at the City’s wastewater treatment plant (WWTP), increasing the capacity of the City’s sewer collection system by reducing storm water inflow and groundwater infiltration (I&I) into the system, and reducing the overall cost of operating and maintaining the WWTP and collection system. The Project is titled “2020 WWTP and I&I Mitigation Project” (Project).

City Staff applied for a \$5,596,191 million CWSRF grant for construction of the above described projects. Water Board staff has received the application and supporting documentation so the City is waiting for them to complete their review and circulate the funding agreement. In the meantime, City Staff would like to extend a contract to HydroCompliance to provide Storm Water Pollution Prevention and Planning (SWPPP) services in advance of and during construction of the projects. HydroCompliance provided the attached two proposals for these services totaling \$21,000. The services are described in the attachments, but generally include preparation and filing of SWPPP documents with the State, as well as monitoring and report of SWPPP activities during construction.

Water Board staff has strongly indicated that the City and the Water Board will close the grant funding application for the above four projects this year and likely by the end of November 2021. Staff is recommending approval of the agreement with HydroCompliance to provide SWPPP related services as outlined in the attached two proposals and authorize expenditures up to \$25,000 as a contingency.

The Project consists of the following aspects:

#### 1) Solar System Installation at the WWTP

The cost of utilities (primarily electricity) is the second highest cost of Sewer Operations and accounts for approximately 15% of total operating costs. Information gathered to date indicates that, with a solar system installed at the WWTP, the City may save more than \$100,000 during the first year of full operations and at least \$2,500,000 over 30 years. Utilizing the Planning Grant fund, Staff solicited proposals from design/build

solar system installers, interviewed candidates and selected the highest ranked firm that also provided the lowest cost proposal. Subsequently, City Council awarded a contract to Holt Renewables for this design/build project on December 9, 2020.

## 2) Algae Reduction at the WWTP

During the wet season, influent flows that are higher than the WWTP is designed to handle are stored in the plant's pond system. The water is then recovered from the ponds and added to the influent for treatment.

Storing nutrient rich water, combined with warm temperatures and sun, causes algae to grow. The WWTP is not equipped to deal with algae, as it causes an increased, but false, chemical oxygen demand (measurement of chemicals in the water that can be oxidized) and turbidity issues. The plant operators use the chemical oxygen demand to calculate process changes needed. Turbidity monitoring is a NPDES (National Pollutant Discharge Elimination System) requirement per the State Water Resources Control Board's permit for the WWTP.

The WWTP's permit requires dewatering the storage ponds adequately for the next wet weather season. Currently the WWTP has no treatment process to facilitate the removal of algae to effectively dewater the ponds on a consistent basis. The goal is to purchase a 0.25mgd (million gallons/day) Dissolved Air Flotation (DAF) or Suspended Air Flotation (SAF) to allow the operators to coagulate and dispose of the algae prior to adding stored water back into the treatment system.

Utilizing the Planning Grant Fund, Staff has completed studies and ran a pilot test in preparation for design of an algae reduction system.

## 3) I&I Mitigation of the Sewer Collection System

Storm water inflow and groundwater infiltration (I&I) is caused by groundwater and street level storm water entering the sewer collection system. Once in the system, the City must treat this water at a significant cost. The goal of I&I Mitigation projects is to reduce the I&I to the greatest extent possible. Along with treatment cost reductions, benefits include increased sewer capacity to support new development without costly upgrades to the sewer system and less wear and tear on the pipes and manholes.

Utilizing the Planning Grant, Staff has completed studies and inspection of the sewer collection system to locate potential sources of I&I. This information will be used to prepare construction plans to rehabilitate these pipelines, manholes and house laterals.

## 4) Lift Station #3 Force Main Replacement

The City maintains Sewer Lift Station #3 located south of Culver Road. The lift station force main is in need of replacement due to past failures. The project will replace those portions of the force main to extend its useful life.

The planning phase of the project was closed in February 2021 with \$96,191 of the \$500,000 unused. These remaining funds have been reallocated to the construction phase of the project.

## **FISCAL IMPACT:**

The cost of the agreement is funded from Funds 560/561 reimbursable from the Clean Water State Revolving Fund (CWSRF) Grant.

**Attachments**

1. Resolution\_\_-2021
2. HydroCompliance Agreement
3. HydroCompliance – Solar Exhibit A
4. HydroCompliance – I&I Exhibit B

# City of Colfax

## City Council

Resolution No. \_\_-2021

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AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH HYDROCOMPLIANCE FOR SEWER COLLECTION SYSTEM AND WASTEWATER TREATMENT PLANT IMPROVEMENTS CONSTRUCTION SWPPP SERVICES IN AN AMOUNT NOT TO EXCEED \$25,000

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**WHEREAS**, City Staff applied for a \$5,596,191 million CWSRF grant for sewer collection system and Wastewater Treatment Plant improvements construction projects; and,

**WHEREAS**, The Projects requires Storm Water Pollution Prevention and Planning (SWPPP); and,

**WHEREAS**, HydroCompliance services meets the SWPPP requirements of the CWSRF Grant.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax authorizes the City Manager to execute an agreement with HydroCompliance for sewer collection system and Wastewater Treatment Plant improvements construction SWPPP services in an amount not to exceed \$25,000.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 27th of October 2021 by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

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**Sean Lomen, Mayor**

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**Marguerite Bailey, City Clerk**

## AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT is made and entered into on this **28<sup>th</sup> day of October, 2021** by and between the City of Colfax, a municipal corporation of the State of California (“City”) and **HydroCompliance** (“Contractor”).

### RECITALS

A. The City desires to retain Contractor to provide the Services set forth in detail in Exhibit A and Exhibit B hereto (the “Services”) subject to the terms and conditions of this Agreement.

B. Contractor is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants, promises and conditions set forth in this Agreement, the City and Contractor agree as follows:

#### **Section 1. Services.**

Subject to the terms and conditions set forth in this Agreement, Contractor shall furnish and perform all of the Services described in detail in Exhibit A hereto and incorporated herein by this reference (the “Services”) to the satisfaction of the City. Contractor shall not perform any work exceeding the scope of the Services described in Exhibit A without prior written authorization from the City.

#### **Section 2. Time of Completion.**

Contractor’s schedule for performance of the Services is set forth in Exhibit A and Exhibit B hereto which is incorporated herein by this reference. Contractor shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. **The contract term is for two (2) years commencing the day following the elected body approval.** Performance of the Services shall progress and conclude in accordance with the schedule set forth in Exhibit A and Exhibit B. During the performance of the Services, Contractor shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

#### **Section 3. Compensation.**

A. Except as may otherwise be provided in Exhibit A and Exhibit B or elsewhere in this Agreement or its exhibits, Contractor shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges for the Services for the month invoiced. As long as the Contractor performs the

Services to the satisfaction of the City, the City shall pay the Contractor an all inclusive compensation that shall not exceed the amount as detailed in Exhibit A and Exhibit B except pursuant to an authorized written change order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Contractor no later than thirty (30) days after approval of the monthly invoice by City's staff.

B. The Contractor's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Contractor and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A and Exhibit B or elsewhere in this Agreement or its exhibits.

C. The City shall have the right to receive, upon request, documentation substantiating charges billed to the City pursuant to this Agreement. The City shall have the right to perform an audit of the Contractor's relevant records pertaining to the charges.

D. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

#### **Section 4. Professional Ability; Standard of Quality.**

City has relied upon the professional training and ability of Contractor to perform the Services described in Exhibit A and Exhibit B as a material inducement to enter into this Agreement. Contractor shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All Services performed by Contractor under this Agreement shall be in a skillful, workmanlike manner in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

#### **Section 5. Indemnification.**

Contractor shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Contractor and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Contractor who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers

#### **Section 6. Insurance.**

Without limiting Contractor's indemnification obligations provided for above, Contractor shall take out before beginning performance of the Services and maintain at all times during the life of this Agreement the following policies of insurance with insurers possessing a Best rating of not less than



- A. Contractor shall not allow any subcontractor, professional or otherwise, to commence work on any subcontract until all insurance required of the Contractor has also been obtained by the subcontractor.
- A. Workers' Compensation Coverage. Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Contractor may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Contractor shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.
- B. General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Contractor and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.
- C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.
- D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:
1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Contractor.
  2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.

3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.
  4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
  5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, Contractor shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.
- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Contractor shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Contractor should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.
- H. Termination of Insurance. If the City receives notification that Contractor's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Contractor does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Contractor for Services rendered under the terms of this Agreement.

### **Section 7. Subcontracts.**

Contractor may not subcontract any portion of the Services without the written authorization of City. If City consents to a subcontract, Contractor shall be fully responsible to the City and third parties for all acts or omissions of the subcontractor to which the Services or any portion thereof are

subcontracted. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor, nor shall it create any obligation on the part of the City to pay or cause the payment of any monies due to any such subcontractor except as otherwise is required by law.

#### **Section 8. Assignment.**

Contractor shall not assign any right or obligation under this Agreement without the City's prior written consent. Any attempted assignment of any right or obligation under this Agreement without the City's prior written consent shall be void.

#### **Section 9. Entire Agreement.**

This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

#### **Section 10. Jurisdiction.**

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction over any litigation arising from this Agreement shall be in the Superior Court of the State of California with venue in Placer County, California.

#### **Section 11. Suspension of Services.**

Upon written request by Contractor, City may suspend, in writing, all or any portion of the Services if unforeseen circumstances beyond the control of the City and Contractor make normal progress of the Services impossible, impractical or infeasible. Upon written City approval to suspend performance of the Services, the time for completion of the Services shall be extended by the number of days performance of the Services is suspended.

#### **Section 12. Termination of Services.**

City may at any time, at its sole discretion, terminate all or any portion of the Services and this Agreement upon seven (7) days written notice to Contractor. Upon receipt of notice of termination, Contractor shall stop performance of the Services at the stage directed by City. Contractor shall be entitled to payment within thirty (30) days for Services performed up to the date of receipt of the written notice of termination. Contractor shall not be entitled to payment for any Services performed after the receipt of the notice of termination unless such payment is authorized in advance in writing by the City.

Should Contractor fail to perform any of the obligations required of Contractor within the time and in the manner provided for under the terms of this Agreement, or should Contractor violate any of the terms and conditions of this Agreement, City may terminate this Agreement by providing Contractor with seven (7) days written notice of such termination. The Contractor shall be compensated for all Services performed prior to the date of receipt of the notice of termination.

However, the City may deduct from the compensation which may be owed to Contractor the amount of damage sustained or estimated by City resulting from Contractor's breach of this Agreement.

Contractor's obligations pursuant to Sections 5 and 6 of this Agreement shall survive termination, and continue in effect for as long as necessary to fulfill the purposes of Sections 5 and 6.

### **Section 13. Independent Contractor.**

Contractor shall in all respects be an independent contractor and not an agent or employee of City. Contractor has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Contractor shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Contractor receive holiday pay, sick leave, administrative leave or pay for any other time not actually expended in the performance of the Services. It is intended by the parties that Contractor shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Contractor shall submit completed W-9 and Report of Independent Contractor forms upon execution of this Agreement and prior to the payment of any compensation hereunder.

### **Section 14. Ownership of Documents.**

Within thirty (30) days after the Contractor substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Contractor shall deliver to the City all files, records, materials and documents drafted or prepared by Contractor's in the performance of the Services. It is expressly understood and agreed that all such files, records, materials and documents are the property of the City and not the property of the Contractor. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Contractor for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Contractor may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Contractor.

### **Section 15. Changes and/or Extra Work.**

Only the City Council may authorize extra and/or changed Services, modification of the time of completion of the Services, or additional compensation for the tasks to be performed by Contractor. Contractor expressly recognizes that other City personnel are without authorization to order extra and/or changed Services or to obligate the City to the payment of additional compensation. The failure of Contractor to secure the prior written authorization for such extra and/or changed Services shall constitute a waiver of any and all right to adjustment in the contract price due to such unauthorized Services, and Contractor thereafter shall not be entitled to any compensation

whatsoever for the performance of such extra or changed Services. In the event Contractor and City agree that extra and/or changed Services are required, or that additional compensation shall be awarded to Contractor for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the Contractor and the necessary City officials before the extra and/or changed Services are provided.

#### **Section 16. Compliance with Federal, State and Local Laws.**

Contractor shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations affecting the Services, including without limitation laws requiring licensing and prohibiting discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases. City shall not be responsible or liable for Contractor's failure to comply with applicable laws, statutes, ordinances, rules or regulations.

#### **Section 17. Retention of Records.**

Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to the Services, and Contractor shall make such documents available for review and/or audit by City and City's representatives at all reasonable times during performance of the Services and for at least four (4) years after completion of the Services and/or termination of this Agreement.

#### **Section 18. Alternative Dispute Resolution**

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five

neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.

- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.
- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

### **Section 19. Severability.**

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by an arbitrator or by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual written consent of the parties.

### **Section 20. Entire Agreement; Amendment.**

This Agreement, including all exhibits hereto, constitutes the complete and exclusive expression of the understanding and agreement between the parties with respect to the subject matter hereof. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement. This Agreement may be amended or extended from time to time only by written agreement of the parties hereto.

### **Section 21. Time of the Essence.**

Time is of the essence in the performance of the Services. The Contractor will perform its Services with due and reasonable diligence consistent with sound professional practices and shall devote such time to the performance of the Services as may be necessary for their timely completion.

### **Section 22. Written Notification.**

Except as otherwise specified in this Agreement, any notice, demand, request, consent, approval or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by first class mail, postage prepaid and addressed as follows. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within two business days from the time of mailing if mailed within the State of California as provided in this Section.

If to City: City of Colfax  
33 S. Main Street  
Colfax, CA 95713

If to Contractor: HydroCompliance  
9110 Union Park Drive, Suite 114  
Elk Grove, CA 95624

**Section 23. Execution.**

This Agreement may be executed in original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one original counterpart is signed by both parties hereto. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**Section 24. Successors.** This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

**Section 25. Attorney’s Fees.** If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney’s fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written:

CITY  
Signature\_\_\_\_\_   
Printed Name\_\_\_\_\_   
Title\_\_\_\_\_   
Date\_\_\_\_\_

CONTRACTOR  
Signature\_\_\_\_\_   
Printed Name\_\_\_\_\_   
Title\_\_\_\_\_   
Date\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



11 March 2021

Jim Fletter - PE  
Senior Engineer  
Wood Rodgers, Inc.  
3301 C Street, Bldg. 100-B  
Sacramento, CA 95816  
916.503.5687 Direct  
530.867.5090 Mobile  
jfletter@woodrogers.com

**PROPOSAL: City of Colfax – Solar System – QSD and QSP Services**

Thank you for considering HydroCompliance (HC), for your storm water compliance needs. HC personnel include a Registered Civil Engineer, Construction and Industrial General Permit Qualified Trainers of Record, Certified Professionals in Erosion and Sediment Control, and Certified Erosion, Sediment, and Storm Water Inspectors that are Qualified SWPPP Developers (QSD) and Qualified SWPPP Practitioners (QSP).

HydroCompliance offers the following services:

1. Prepare a **Risk Level 2** Storm Water Pollution Prevention Plan (SWPPP) in compliance with “**Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities**” (CGP) as amended in 2010 and 2012. HydroCompliance will require a CAD file and a completed Project Information Sheet prior to preparing the SWPPP. It is assumed that complete site development and existing topo drawings will be provided, and that information, in combination with other sources including Google Earth, soils reports, and other studies, will be adequate for the preparation of the SWPPP.
2. Prepare the Notice of Intent (NOI) and upload the SWPPP to the State’s online Stormwater Multi-Application Report Tracking System (SMARTS). The Legally Responsible Person (LRP) is required to set up a SMARTS account and will be required to certify the NOI. HydroCompliance can only upload data and attachments per requirements of the CGP.
3. HydroCompliance proposes to provide QSP services to include Quarterly Non-Stormwater Inspections, Weekly Inspections, Weather Monitoring, Rain Event Action Plans (REAPs), Pre-storm Inspections, Inspections each 24 hours during extended storm events, Post Storm Inspections, Sampling and Data Assembly with upload to SMARTS, Annual Reports, Notice of Termination, 5 hours per year of professional representation should the need arise (meeting with the RWQCB, contractor training, etc.), SWPPP Amendments, and Changes of Information as required for Risk Level 2 projects having coverage under “**Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities**” (CGP) at an all-inclusive monthly rate. A brief meeting will occur during each inspection should the superintendent be available, and inspection reports will be emailed to the superintendent for printing and inclusion in the SWPPP Inspection Binder.

HydroCompliance is responsible for inspection and reporting, and will not be held responsible should the Owner, Contractor, or its chosen subcontractors not implement corrective actions or address concerns supplied in the reports prepared by HydroCompliance. This proposal assumes typical Monday thru Friday workdays and hours and that no work will occur on Federal Holidays. Saturday, Sunday, and Federal Holiday



inspections will be completed at an additional \$300 each. If occasional night work is anticipated, and if HC is required to inspect, each night inspection will incur an additional fee of \$450. This proposal is based on a start date of August 1, 2021 and a end date of February 28, 2022. Changes to these dates may result in an increase of the monthly rate. If failure to implement corrective actions or address documented concerns leads to a Numeric Action Level (NAL) Exceedance, the project will be charged \$200 to prepare an NAL Exceedance Evaluation Report.

Please note that the Construction General Permit is well past due for a new release. At the time of such release, the rates contained within this proposal may be modified depending on any reduction or increase in inspection and monitoring requirements based on the newly released CGP.

SCOPE OF WORK			
Task 1	Risk Level 2 – SWPPP.....	\$	2,500
Task 2	Prepare Notice of Intent and upload to SMARTS.....	\$	300
Task 3	Risk Level 2 – Monthly QSP Services w/Sampling (7 months @ \$1,800/month) .....	\$	12,600

HC will provide any additional services within their ability according to HC’s current Schedule of Rates and Charges.

The following are specifically excluded: State, Federal, and local fees and fines; BMP installation; local agency requirements; sample collection, transport, and analysis other than pH and turbidity; sediment basin design (if required); and ATS design and operation.

We are looking forward to working with you!

Sincerely,



Peter K. Thorne, President

Accepted



11 March 2021

Jim Fletter - PE  
Senior Engineer  
Wood Rodgers, Inc.  
3301 C Street, Bldg. 100-B  
Sacramento, CA 95816  
916.503.5687 Direct  
530.867.5090 Mobile  
jfletter@woodrogers.com

**PROPOSAL: City of Colfax – I&I Project – QSD and QSP Services**

Thank you for considering HydroCompliance (HC), for your storm water compliance needs. HC personnel include a Registered Civil Engineer, Construction and Industrial General Permit Qualified Trainers of Record, Certified Professionals in Erosion and Sediment Control, and Certified Erosion, Sediment, and Storm Water Inspectors that are Qualified SWPPP Developers (QSD) and Qualified SWPPP Practitioners (QSP).

HydroCompliance offers the following services:

1. Prepare a **LUP Type 1** Storm Water Pollution Prevention Plan (SWPPP) in compliance with “**Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities**” (CGP) as amended in 2010 and 2012. HydroCompliance will require a CAD file and a completed Project Information Sheet prior to preparing the SWPPP. It is assumed that complete site development and existing topo drawings will be provided, and that information, in combination with other sources including Google Earth, soils reports, and other studies, will be adequate for the preparation of the SWPPP.
2. Prepare the Notice of Intent (NOI) and upload the SWPPP to the State’s online Stormwater Multi-Application Report Tracking System (SMARTS). The Legally Responsible Person (LRP) is required to set up a SMARTS account and will be required to certify the NOI. HydroCompliance can only upload data and attachments per requirements of the CGP.
3. HydroCompliance proposes to provide QSP services to include Weekly Inspections, 3<sup>rd</sup> rain event photographs, Weather Monitoring, Annual Reports, Notice of Termination, 5 hours per year of professional representation should the need arise (meeting with the RWQCB, contractor training, etc.), SWPPP Amendments, and Changes of Information as required for LUP Type 1 projects having coverage under “**Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities**” (CGP) at an all-inclusive monthly rate. A brief meeting will occur during each inspection should the superintendent be available, and inspection reports will be emailed to the superintendent for printing and inclusion in the SWPPP Inspection Binder.

**NOTE: The Contractor shall designate a representative that will perform the required daily visual inspections that are to be done in conjunction with other daily activities to verify that appropriate BMPs are being implemented, excavations are closed or protected at the end of every day, materials and chemicals are properly stored, and that disturbed land areas are returned to pre-construction or equivalent conditions at the end of each workday.**

HydroCompliance is responsible for inspection and reporting, and will not be held responsible should the Owner, Contractor, or its chosen subcontractors not implement corrective actions or address concerns supplied in the reports prepared by HydroCompliance. This proposal assumes typical Monday thru Friday workdays and hours and that no work will occur on Federal Holidays. Saturday, Sunday, and Federal Holiday inspections will be completed at an additional \$300 each. If occasional night work is anticipated, and if HC is required to inspect, each night inspection will incur an additional fee of \$450. This proposal is based on a start date of April 1, 2022 and a end date of September 30, 2022. Changes to these dates may result in an increase of the monthly rate.

Please note that the Construction General Permit is well past due for a new release. At the time of such release, the rates contained within this proposal may be modified depending on any reduction or increase in inspection and monitoring requirements based on the newly released CGP.

SCOPE OF WORK			
Task 1	LUP Type 1 – SWPPP .....	\$	3,500
Task 2	Prepare Notice of Intent and upload to SMARTS.....	\$	300
Task 3	LUP Type 1 – Monthly QSP Services (6 months @ \$1,400/month).....	\$	8,400

HC will provide any additional services within their ability according to HC’s current Schedule of Rates and Charges.

The following are specifically excluded: State, Federal, and local fees and fines; BMP installation; daily inspections; local agency requirements; sample collection, transport, and analysis; sediment basin design (if required); and ATS design and operation.

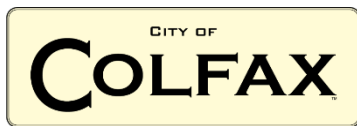
We are looking forward to working with you!

Sincerely,



Peter K. Thorne, President

Accepted



# Staff Report to City Council

## FOR THE OCTOBER 27, 2021 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
**Subject:** Sewer Collection System and Wastewater Treatment Plant Improvements  
 Environmental Monitoring – Adrienne Graham

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$25,000	<b>Fund(s):</b> 560/561 Grant Reimbursed (CWSRF)
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**RECOMMENDED ACTION:** Adopt Resolution\_\_-2021 authorizing the City Manager to execute an agreement with Adrienne Graham for sewer collection system and Wastewater Treatment Plant improvements construction environmental monitoring in an amount not to exceed \$25,000.

### Summary/Background

In 2018, the City of Colfax applied for and was awarded a \$500,000 Clean Water State Revolving Fund (CWSRF) Small Community grant through the State Water Resource Control Board (Water Board). The funding was used to identify Wastewater related projects with the goal of improving operational efficiency at the City’s Wastewater Treatment Plant (WWTP), increasing the capacity of the City’s sewer collection system by reducing storm water inflow and groundwater infiltration (I&I) into the system, and reducing the overall cost of operating and maintaining the WWTP and collection system. The Project is titled “2020 WWTP and I&I Mitigation Project” (Project).

City Staff applied for a \$5,596,191 million CWSRF grant for construction of the above described projects. The Water Board staff has received the application and supporting documentation so the City is waiting for them to complete their review and circulate the funding agreement. In the meantime, City Staff would like to extend the contract with Adrienne Graham to provide CEQA mitigation and monitoring services during construction of the projects. Adrienne Graham provided the attached proposal for these services totaling \$19,394.75. The services are described in the attachment, but generally include preconstruction surveys for biological resources and a worker training program for cultural or paleontological resources. If, during the course of construction, cultural or paleontological resources are discovered, Adrienne Graham will provide additional scope and cost to address those finding. The CWSRF grant includes \$25,000 for these services.

Water Board staff has strongly indicated that the City and the Water Board will close the grant funding application for the above four projects this year and likely by the end of November 2021. Staff is recommending approval of the agreement with Adrienne Graham to provide CEQA mitigation and monitoring services outlined in the attached proposal and authorized expenditures up to \$25,000 as a contingency in case cultural or paleontological resources are identified during construction that require additional services from Adrienne Graham.

The Project consists of the following aspects:

### 1) Solar System Installation at the WWTP

The cost of utilities (primarily electricity) is the second highest cost of Sewer Operations and accounts for approximately 15% of total operating costs. Information gathered to date indicates that, with a solar system installed at the WWTP, the City may save more than \$100,000 during the first year of full operations and at least \$2,500,000 over 30 years. Utilizing the Planning Grant fund, Staff solicited proposals from design/build solar system installers, interviewed candidates and selected the highest ranked firm that also provided the lowest cost proposal. Subsequently, City Council awarded a contract to Holt Renewables for this design/build project on December 9, 2020.

### 2) Algae Reduction at the WWTP

During the wet season, influent flows that are higher than the WWTP is designed to handle are stored in the plant's pond system. The water is then recovered from the ponds and added to the influent for treatment.

Storing nutrient rich water, combined with warm temperatures and sun, causes algae to grow. The WWTP is not equipped to deal with algae, as it causes an increased, but false, chemical oxygen demand (measurement of chemicals in the water that can be oxidized) and turbidity issues. The plant operators use the chemical oxygen demand to calculate process changes needed. Turbidity monitoring is a NPDES (National Pollutant Discharge Elimination System) requirement per the State Water Resources Control Board's permit for the WWTP.

The WWTP's permit requires dewatering the storage ponds adequately for the next wet weather season. Currently the WWTP has no treatment process to facilitate the removal of algae to effectively dewater the ponds on a consistent basis. The goal is to purchase a 0.25mgd (million gallons/day) Dissolved Air Flotation (DAF) or Suspended Air Flotation (SAF) to allow the operators to coagulate and dispose of the algae prior to adding stored water back into the treatment system.

Utilizing the Planning Grant Fund, Staff has completed studies and a run pilot test in preparation for design of an algae reduction system.

### 3) I&I Mitigation of the Sewer Collection System

Storm water inflow and groundwater infiltration (I&I) is caused by groundwater and street level storm water entering the sewer collection system. Once in the system, the City must treat this water at a significant cost. The goal of I&I Mitigation projects is to reduce, to the greatest extent possible, I&I. Along with treatment cost reductions, benefits include increased sewer capacity to support new development without costly upgrades to the sewer system and less wear and tear on the pipes and manholes.

Utilizing the Planning Grant, Staff has completed studies and inspection of the sewer collection system to locate potential sources of I&I. This information will be used to prepare construction plans to rehabilitate these pipeline, manhole and house laterals.

### 4) Lift Station #3 Force Main Replacement

The City maintains Sewer Lift Station #3 located south of Culver Road. The lift station force main is in need of replacement due to past failures. The project will replace those portions of the force main to extend its useful life.

**FISCAL IMPACT:**

The cost of the agreement is funded from Funds 560/561 reimbursable from the Clean Water State Revolving Fund (CWSRF) Grant.

**Attachments**

1. Resolution\_\_-2021
2. Adrienne Graham Agreement for Services
3. Adrienne Graham Proposal Exhibit A

# City of Colfax

## City Council

Resolution №\_\_-2021

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**AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ADRIENNE GRAHAM FOR SEWER COLLECTION SYSTEM AND WASTEWATER TREATMENT PLANT IMPROVEMENTS CONSTRUCTION ENVIRONMENTAL MONITORING IN AN AMOUNT NOT TO EXCEED \$25,000**

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**WHEREAS**, City Staff applied for a \$5,596,191 million CWSRF grant for sewer collection system and Wastewater Treatment Plant improvements construction projects; and,

**WHEREAS**, The Projects requires CEQA mitigation and monitoring services during construction of the projects; and,

**WHEREAS**, Adrienne Graham services meets the mitigation and monitoring requirements of the CWSRF Grant.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax authorizes the City Manager to execute an agreement with Adrienne Graham for sewer collection system and Wastewater Treatment Plant improvements construction environmental monitoring in an amount not to exceed \$25,000.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 27th of October 2021 by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

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**Sean Lomen, Mayor**

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**Marguerite Bailey, City Clerk**

## AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT is made and entered into on this **28<sup>th</sup> day of October, 2021** by and between the City of Colfax, a municipal corporation of the State of California (“City”) and **Adrienne Graham** (“Contractor”).

### RECITALS

A. The City desires to retain Contractor to provide the Services set forth in detail in Exhibit A hereto (the “Services”) subject to the terms and conditions of this Agreement.

B. Contractor is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants, promises and conditions set forth in this Agreement, the City and Contractor agree as follows:

#### **Section 1. Services.**

Subject to the terms and conditions set forth in this Agreement, Contractor shall furnish and perform all of the Services described in detail in Exhibit A hereto and incorporated herein by this reference (the “Services”) to the satisfaction of the City. Contractor shall not perform any work exceeding the scope of the Services described in Exhibit A without prior written authorization from the City.

#### **Section 2. Time of Completion.**

Contractor’s schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Contractor shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. . **The contract term is for two (2) years commencing the day following the elected body approval.** Performance of the Services shall progress and conclude in accordance with the schedule set forth in Exhibit A. During the performance of the Services, Contractor shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

#### **Section 3. Compensation.**

A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Contractor shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges for the Services for the month invoiced. As long as the Contractor performs the Services to the satisfaction of the City, the City shall pay the Contractor an all inclusive compensation that shall



not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Contractor no later than thirty (30) days after approval of the monthly invoice by City's staff.

B. The Contractor's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Contractor and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits.

C. The City shall have the right to receive, upon request, documentation substantiating charges billed to the City pursuant to this Agreement. The City shall have the right to perform an audit of the Contractor's relevant records pertaining to the charges.

D. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

#### **Section 4. Professional Ability; Standard of Quality.**

City has relied upon the professional training and ability of Contractor to perform the Services described in Exhibit A as a material inducement to enter into this Agreement. Contractor shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All Services performed by Contractor under this Agreement shall be in a skillful, workmanlike manner in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

#### **Section 5. Indemnification.**

Contractor shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Contractor and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Contractor who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers

#### **Section 6. Insurance.**

Without limiting Contractor's indemnification obligations provided for above, Contractor shall take out before beginning performance of the Services and maintain at all times during the life of this Agreement the following policies of insurance with insurers possessing a Best rating of not less than A. Contractor shall not allow any subcontractor, professional or otherwise, to commence work on any subcontract until all insurance required of the Contractor has also been obtained by the subcontractor.

- A. Workers' Compensation Coverage. Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Contractor may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Contractor shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.
- B. General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Contractor and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.
- C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.
- D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:
1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Contractor.
  2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
  3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers

shall be in excess of this insurance and shall not contribute with it.

4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
  5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, Contractor shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.
- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Contractor shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Contractor should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.
- H. Termination of Insurance. If the City receives notification that Contractor's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Contractor does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Contractor for Services rendered under the terms of this Agreement.

### **Section 7. Subcontracts.**

Contractor may not subcontract any portion of the Services without the written authorization of City. If City consents to a subcontract, Contractor shall be fully responsible to the City and third parties for all acts or omissions of the subcontractor to which the Services or any portion thereof are subcontracted. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor, nor shall it create any obligation on the part of the City to pay or cause the payment of any monies due to any such subcontractor except as otherwise is required by law.

**Section 8. Assignment.**

Contractor shall not assign any right or obligation under this Agreement without the City's prior written consent. Any attempted assignment of any right or obligation under this Agreement without the City's prior written consent shall be void.

**Section 9. Entire Agreement.**

This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

**Section 10. Jurisdiction.**

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction over any litigation arising from this Agreement shall be in the Superior Court of the State of California with venue in Placer County, California.

**Section 11. Suspension of Services.**

Upon written request by Contractor, City may suspend, in writing, all or any portion of the Services if unforeseen circumstances beyond the control of the City and Contractor make normal progress of the Services impossible, impractical or infeasible. Upon written City approval to suspend performance of the Services, the time for completion of the Services shall be extended by the number of days performance of the Services is suspended.

**Section 12. Termination of Services.**

City may at any time, at its sole discretion, terminate all or any portion of the Services and this Agreement upon seven (7) days written notice to Contractor. Upon receipt of notice of termination, Contractor shall stop performance of the Services at the stage directed by City. Contractor shall be entitled to payment within thirty (30) days for Services performed up to the date of receipt of the written notice of termination. Contractor shall not be entitled to payment for any Services performed after the receipt of the notice of termination unless such payment is authorized in advance in writing by the City.

Should Contractor fail to perform any of the obligations required of Contractor within the time and in the manner provided for under the terms of this Agreement, or should Contractor violate any of the terms and conditions of this Agreement, City may terminate this Agreement by providing Contractor with seven (7) days written notice of such termination. The Contractor shall be compensated for all Services performed prior to the date of receipt of the notice of termination. However, the City may deduct from the compensation which may be owed to Contractor the amount of damage sustained or estimated by City resulting from Contractor's breach of this Agreement.

Contractor's obligations pursuant to Sections 5 and 6 of this Agreement shall survive termination, and continue in effect for as long as necessary to fulfill the purposes of Sections 5 and 6.

### **Section 13. Independent Contractor.**

Contractor shall in all respects be an independent contractor and not an agent or employee of City. Contractor has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Contractor shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Contractor receive holiday pay, sick leave, administrative leave or pay for any other time not actually expended in the performance of the Services. It is intended by the parties that Contractor shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Contractor shall submit completed W-9 and Report of Independent Contractor forms upon execution of this Agreement and prior to the payment of any compensation hereunder.

### **Section 14. Ownership of Documents.**

Within thirty (30) days after the Contractor substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Contractor shall deliver to the City all files, records, materials and documents drafted or prepared by Contractor's in the performance of the Services. It is expressly understood and agreed that all such files, records, materials and documents are the property of the City and not the property of the Contractor. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Contractor for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Contractor may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Contractor.

### **Section 15. Changes and/or Extra Work.**

Only the City Council may authorize extra and/or changed Services, modification of the time of completion of the Services, or additional compensation for the tasks to be performed by Contractor. Contractor expressly recognizes that other City personnel are without authorization to order extra and/or changed Services or to obligate the City to the payment of additional compensation. The failure of Contractor to secure the prior written authorization for such extra and/or changed Services shall constitute a waiver of any and all right to adjustment in the contract price due to such unauthorized Services, and Contractor thereafter shall not be entitled to any compensation whatsoever for the performance of such extra or changed Services. In the event Contractor and City agree that extra and/or changed Services are required, or that additional compensation shall be awarded to Contractor for performance of the Services under this Agreement, a supplemental

agreement providing for such compensation shall be prepared and shall be executed by the Contractor and the necessary City officials before the extra and/or changed Services are provided.

#### **Section 16. Compliance with Federal, State and Local Laws.**

Contractor shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations affecting the Services, including without limitation laws requiring licensing and prohibiting discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases. City shall not be responsible or liable for Contractor's failure to comply with applicable laws, statutes, ordinances, rules or regulations.

#### **Section 17. Retention of Records.**

Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to the Services, and Contractor shall make such documents available for review and/or audit by City and City's representatives at all reasonable times during performance of the Services and for at least four (4) years after completion of the Services and/or termination of this Agreement.

#### **Section 18. Alternative Dispute Resolution**

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.



If to Contractor:

Adrienne Graham  
4533 Oxbow Drive  
Sacramento, CA 95864

**Section 23. Execution.**

This Agreement may be executed in original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one original counterpart is signed by both parties hereto. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**Section 24. Successors.** This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

**Section 25. Attorney’s Fees.** If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney’s fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written:

CITY  
  
Signature\_\_\_\_\_

Printed Name\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

CONTRACTOR  
  
Signature\_\_\_\_\_

Printed Name\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



## MEMORANDUM

**TO:** Wes Hitchcock, City of Colfax

**CC:** Jim Fletter, Wood Rodgers

**FROM:** Adrienne Graham, AICP

**DATE:** August 13, 2021

**RE:** Colfax WWTP: Construction Training and Monitoring for Biological and Cultural Resources Proposal

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The Colfax WWTP Mitigated Negative Declaration includes several mitigation measures that must be implemented during construction, including preconstruction surveys for biological resources and a worker training program for cultural and paleontological surveys. In addition, mitigation is provided to ensure that cultural or paleontological resources are protected if they are discovered during construction, and to address the discovery of contaminated soil or groundwater.

This proposal addresses the pre-construction surveys for biological resources and the worker training program. If cultural or paleontological resources are discovered during construction, the appropriate scope and resulting cost of addressing the find(s) will depend on the nature of the discovered resource(s), so an additional scope of work and cost proposal will be provided to the City at the time of discovery. It is assumed that the contractor would implement the mitigation measure addressing discovery of possibly contaminated soils or groundwater.

Under this proposal, Salix, Inc. would conduct pre-construction surveys, review project plans to identify sensitive habitats and/or plants that could be adversely affected by construction, and flag or stake those resources so they can be avoided. If avoidance is not possible, Salix will determine what State or federal permits would be required, and provide a separate Scope of Work and cost for the permitting process, which are not included in this proposal.

Peak and Associates would take the lead on the worker training program, working with Pam Cubbler of the Colfax-Todds Valley Tribe and Western Paleo Associates (see attached Scopes of Work). Note that it is assumed that the City will be responsible for recording the training session, and distributing it to future workers as needed.

Peak and Ms. Cubbler would be available to assess cultural resources if any are discovered during construction, but under a separate Scope of Work and cost. Similarly, Western Paleo Associates would be available to assess any discovered paleontological resources under a separate Scope of Work and cost.

I will assist the City by coordinating the activities of these consultants, and responding to questions about implementation of the mitigation measures. I've assumed up to 20

ADRIENNE L GRAHAM, AICP  
4533 Oxbow Drive Sacramento, California 95864 916.206.0135 Fax: 487-4126  
algraham@surrewest.net

hours of time to assist with this effort. In addition, my costs assume a 10% administrative fee for managing the subconsultants. No field work or meetings are assumed as part of this cost, so would be charged separately on a time and materials basis.

My costs are:

Labor	\$3,500 (20 hours @ \$175)
Admin Fee	\$1,445 (10 percent)
<b>Total</b>	<b>\$4,945</b>

### **Cost Summary**

The estimated cost for the worker training, tree surveys, review of plans by the biologist, and coordinating the work of the consultants is \$19,394.75, as delineated below:

Salix, Inc.	\$ 8,000.00
Peak & Assoc.	\$ 2,732.00
Pam Cubbler	\$ 2,274.00
WPA	\$ 1,443.75
A. Graham	\$ 4,945.00
Admin Fee	\$ 1,445.00
<b>Total</b>	<b>\$19,394.75</b>

In order to prepare for and schedule the worker training session and schedule the pre-construction surveys, the consultant team will need to be authorized to proceed and notified of the construction start date a minimum 30 days prior to the onset of construction.

Please let me know if you have questions or need anything else.

Thank you.



August 13, 2021

Wes Heathcock  
 City Manager, City of Colfax  
 33 South Main St  
 Colfax, CA 95713

**Subject: Proposal for On-call Pre-construction assessments  
 Colfax Wastewater Treatment Plant and Sewer Corridors  
 City of Colfax, Placer County, California**

Dear Mr. Heathcock:

We are providing this proposal to conduct pre-construction monitoring services for the sewer pipeline corridor improvements in the City of Colfax. We have been working with Adrienne Graham in the early phase of this project and she has requested this proposal. The construction area includes approximately 37,500 linear feet of existing and proposed pipeline and several manholes, some of which will undergo maintenance and/or rehabilitation in the coming years.

To assist the City and the City's contractors in identifying (and avoiding where possible) sensitive biological and wetland resources during ground-disturbing activities, we will conduct the following monitoring activities on an on-call basis over an estimated two-year period.

<b>Task 1: Estimated Monitoring Cost over two-year period</b>	<b>\$5,000</b>
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- Review plans and specifications as the work is initiated and progresses to determine whether or not sensitive resources may be impacted by construction activity. We will be on-call to evaluate the project sites as they are initiated.
- If it appears that ground-disturbance may impact sensitive resources, we will conduct a site visit to evaluate the proposed activity and will flag or stake resources for avoidance.
- If resources are unavoidable, we will notify the City and we will determine what, if any state/federal permits will be required to proceed with the work, and we will submit a scope of work and cost estimate for preparing and facilitating acquisition of necessary permits.

**Task 2: Nesting Bird Surveys****\$3,000**

We will conduct 2 surveys; one for solar and one for the pipelines for nesting birds and raptors that will include the following tasks:

- Discuss project with City engineer to determine footprint of survey
- Conduct bird surveys in both areas
- Write a letter report of findings and submit to you for your use

**Total Cost Estimate****\$8,000**

This proposal does not include any permitting assistance, if necessary. If you would like to discuss, please call me at (530) 888-0130.

Sincerely,



Jeff Glazner  
Principal

cc: Adrienne Graham

Attachment: 2021 Salix Fee Schedule



## **2021 Fee Schedule**

Title	Hourly Rate
<i>BIOLOGICAL/WETLANDS SERVICES</i>	
Principal Biologist	175
Natural Resources Planner	135
Senior Biologist	130
Permitting Specialist	125
Wildlife Biologist	105
Botanist	105
Certified Arborist	105
Associate Biologist	105
Assistant Biologist	80
Field Technician	60
 <i>UAS SERVICES</i>	
UAS Principal (Part 107)	175
UAS Project Manager (Part 107)	135
UAS Data Analyst	135
UAS Associate	105
UAS Data Specialist	95
 <i>GIS/GRAPHICS SERVICES</i>	
GIS Analyst	115
GIS Specialist	80
 <i>SUPPORT SERVICES</i>	
Senior Program Analyst	135
Technical Editor	110
Administrative Support/ Production	60

### *REIMBURSABLE EXPENSES*

Fixed billable costs include: Costs associated with document production, reproduction, distribution, field expenses/equipment and postage/shipping. Subcontractor expenses include a 10% administration charge.

Mileage is charged at the IRS approved rate.

## Colfax Sewer & WWTP Improvements Project: Mitigation Monitoring and Reporting Program

The training shall include applicable regulations and protocols regarding cultural resources and TCRs, the consequences of violating applicable State laws and regulations, appropriate avoidance and minimization measures for resources that have the potential to be located on the project site, who to contact if potential cultural resources are encountered and the need for confidentiality regarding the discovery of any resource. The presentation will be recorded for future use; all arrangements for recording the talks will be made by the City of Colfax. Time has been allocated for a questions session and any revisions to the presentation.

We assume that training regarding Tribal issues shall be prepared and delivered by Pam Cubbler or another member of the Colfax-Todds Valley Tribe in a parallel presentation.

To complete preparation for a presentation, coordinating with the Native American group, follow-up on finalizing the video, the following costs are estimated:

### 1. Archeologist

Principal Investigator @ \$130/hour

Preparation	4.0	
Liaison	4.0	
Tribal Assistance	4.0	
Presentation	<u>8.0</u>	
	20.0	\$2,600.00

Mileage	240 @ \$0.55	<u>132.00</u>
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**Archeologist total** \$2,732.00

### 2. Native American Training (Colfax-Todds Valley Consolidated Tribe)

The Colfax-Todds Valley Consolidated Tribe charges \$75/hour for their services.

Preparation	12.0	
Liaison	4.0	
Presentation	<u>12.0</u>	
	28.0	\$2,100.00

Mileage	300 @ \$0.58	<u>174.00</u>
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**Native American total** \$2,274.00

### Optional Tasks

Our on-call rate is \$120/hour for an archeologist, should the construction crew make any findings, and the project requires our services to evaluate the findings. There will be a four-hour minimum as well as mileage charges.

Should a finding be made, and we need the Tribe to visit and review the finding, the Tribe has a minimum \$200 charge, and \$75.00 per hour, as well as mileage charges.

## Colfax Sewer & WWTP Improvements Project

Paleontological Resource Training

Work Scope and Cost Estimate



Prepared by: David Maloney, Senior Paleontologist

17-Feb-2021

TASK		HOURS	ODC	RATE	SUBTOTAL
<b>Task 1 - Preparation of Paleontological awareness Training Documents</b>					
	Principal Paleontologist	1		\$206.25	\$206.25
	Senior Paleontologist(s)	4		\$137.50	\$550.00
<b>Subtotal for Task 2:</b>					<b>\$756.25</b>
<b>Task 2 - Preparation of online Paleontological awareness Training Presentation</b>					
	Principal Paleontologist	2		\$206.25	\$412.50
	Senior Paleontologist(s)	2		\$137.50	\$275.00
<b>Subtotal for Task 3:</b>					<b>\$687.50</b>
<b>Subtotals By Category</b>					
Labor / Time					
	Principal Paleontologist	3		\$206.25	\$618.75
	Senior Paleontologist	6		\$137.50	\$825.00
<b>GRAND TOTAL:</b>					<b>\$1,443.75</b>



## Colfax Sewer & WWTP Improvements Project

### Paleontological Resource Training

### Work Scope and Cost Estimate

### Explanations and Assumptions



17-Feb-2021

- 1 This work scope and cost estimate is intended to cover all costs related to paleontological sensitivity training for the Colfax Sewer & WWTP Improvements Project (Project). The proposed scope of work includes; preparation of sensitivity training materials and preparation of a recorded presentation on the paleontological sensitivity of the geologic units underlying the Project. Western Paleo Associates (WPA) believes that this budget is a reasonable estimate of the potential costs of paleontological mitigation for the Project.
- 2 The hourly rates used in this cost estimate are good through 31 December 2021. If the Project continues beyond this date, a scope/cost change may be necessary.
- 3 The cost estimate for Task 1 (Preparation of Paleontological awareness Training Documents) includes time to prepare a paleontological sensitivity training document that can be provided to workers after completion of online paleontological sensitivity training. The paleontological sensitivity training document would consist of a single page, tri-fold flyer that that would be provided as a Pdf. file. the handout would include A description of the laws and regulations concerning paleontological resources, pictures of the types of fossils previously discovered from rocks underlying the Project site, and procedures to follow in the event that fossils are discovered during excavation.
- 4 The cost estimate for Task 2 (Preparation of online Paleontological awareness Training Presentation) includes time for the senior paleontologist to research the site and prepare an online presentation for paleontological sensitivity training, and time for the Principal or Senior Paleontologist to produce the training presentation.
- 5 This work scope and cost estimate is only for paleontological training only. If any paleontological resources are discovered a during excavations a scope/cost change will be necessary, the scope/cost change will address salvage, treatment, preparation and identification, and museum curation of the paleontological resources.

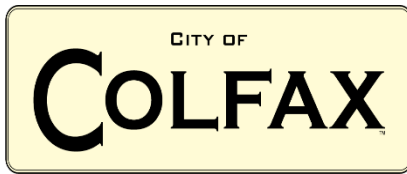
**Colfax Sewer & WWTP Improvements Project**  
**Paleontological Resource daily rate sheet**

**estern aleo**  
 Associates

Prepared by: David Malone, Senior Paleontologist

17-Feb-2021

<u>Task</u>	<u>Description</u>	<u>HOURS</u>	<u>RATE</u>	<u>SUBTOTAL</u>
<b>Daily rate for Site Visit/Monitoring Principal Paleontologist</b>				
	Principal Paleontologist		\$206.257	\$1,650.00
	Lodgingand Per Diem		1501	\$150.00
<b>Subtotal for <u>Principal Paleontologist</u>:</b>				<b>\$1,800.00</b>



# City Council Minutes

Regular Meeting of Colfax City Council  
Wednesday, October 13, 2021  
City Hall Council Chambers  
33 S. Main Street, Colfax CA

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## 1 CLOSED SESSION (No Closed Session)

## 2 OPEN SESSION

### **2A. Call Open Session to Order**

Mayor Lomen called the open session to order at 6:02 PM

### **2B. Pledge of Allegiance**

Councilmember Fatula led the Pledge of Allegiance

### **2C. Roll Call**

Present: Mendoza, Ackerman, Fatula, Lomen

Absent: Burruss

### **2D. Approval of Agenda Order**

By motion, accept the agenda as presented.

MOTION made by Councilmember Fatula and seconded by Councilmember Ackerman and unanimously approved by voice.

## 3 AGENCY REPORTS

3A. **Placer County Fire Department** –Chief Eagan spoke about the continued transition to Placer County Fire, including rebranding, inventory, a swearing in ceremony, ISO rescoring, and city code updates needed. He spoke about fire prevention, Union Pacific correspondence, and defensible space.

3B. **CHP** - Public Information Officer Chris Nave provided an update on over-cross construction occurring on I-80 that could impact traffic in Colfax, winter preparedness and truck traffic enforcement.

3C. **Placer County Sheriff**

3D. **Colfax Chamber of Commerce** – not available

## 4 PRESENTATION (none)

## 5 PUBLIC HEARING (none)

**6 CONSENT CALENDAR**

6A. **Minutes**

**Recommendation:** By Motion, approve the Colfax City Council minutes of 9/8/2021.

6B. **Cash Summary – August 2021**

**Recommendation:** Accept and File.

6C. **City Clerk – Marguerite Bailey**

Removed from consent calendar; see item below.

6D. **Quarterly Sales Tax Analysis – Calendar Year 2021-Q2**

**Recommendation:** Accept and File.

6E. **2022 TOT Ballot Measure Outreach- SCI Consulting Group**

**Recommendation:** Adopt Resolution 44-2021 authorizing the City Manager to execute an agreement with SCI Consulting Group for Transient Occupancy Tax Ballot Measure outreach services in an amount not to exceed \$18,250.

6F. **Recology Franchise Fee Audit – R3 Consulting**

**Recommendation:** Adopt Resolution 45-2021 authorizing the City Manager to execute an agreement with R3 Consulting to perform an audit of the franchise fees paid by Recology for the review period 2016-2021 in an amount not to exceed \$7,000.

6G. **SB 1383 Compliance Assistance – R3 Consulting**

**Recommendation:** Adopt Resolution 46-2021 authorizing the City Manager to execute an agreement with R3 Consulting for SB 1383 compliance assistance in an amount not to exceed \$10,000.

\*\*\* end of consent calendar \*\*\*

By **MOTION**, approve the consent calendar excluding item 6C.

**MOTION** made by Councilmember Fatula and seconded by Councilmember Ackerman and approved by the following vote:

**AYES:** Mendoza, Ackerman, Fatula, Lomen

**NOES:**

**ABSTAIN:**

**ABSENT:** Burruss

6C. **City Clerk – Marguerite Bailey**

City Manager Heathcock presented this item.

Mrs. Bailey introduced herself to the Council.

Adopt Resolution 47-2021 appointing Marguerite Bailey as City Clerk.

**MOTION** made by Councilmember Fatula and seconded by Councilmember Mendoza and approved by the following vote:

**AYES:** Mendoza, Ackerman, Fatula, Lomen

**NOES:**

**ABSTAIN:**

**ABSENT:** Burruss

## **7 PUBLIC COMMENT**

Melinda Nealy, resident of Colfax, spoke in opposition of Fireworx Farms business and asked for an update on the project.

Diane Greene, resident of Colfax, spoke in opposition of cannabis dispensaries and cultivation.

## **8 COUNCIL AND STAFF**

- 8A. Councilmember Mendoza reported on the Placer County Homeless Regional Committee, a Placer County Job Fair and River Fire Donations.

## **9 COUNCIL BUSINESS** (none)

## **10 GOOD OF THE ORDER**

Councilmember Fatula spoke about SB 1383 and said he would like a committee to create a new ordinance for the City which would create ways to comply with new law and divert food waste from going to the landfill. He also asked for the Building Permit to be reviewed.

Mayor Lomen spoke about continued use of Zoom (in addition to in-person meetings) for the Council Meetings for increased public participation. He also thanked American Legion for the First Responders dinner.

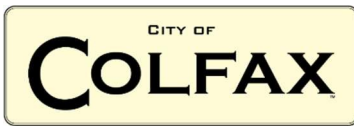
## **11 ADJOURNMENT**

As there was no further business on the agenda, Mayor Lomen adjourned the meeting, by motion and without objection at 6:50 PM.

Respectfully submitted to City Council this 27<sup>th</sup> day of October, 2021.

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Amy Lind, Interim City Clerk



# Staff Report to City Council

## FOR THE OCTOBER 27, 2021 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Laurie Van Groningen, Finance Director  
**Subject:** Cash Summary –September 2021

*Budget Impact Overview:*

N/A: √	Funded:	Un-funded:	Amount:	Fund(s):
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**RECOMMENDED ACTION:** Accept and File.

### Summary/Background

The monthly financial report includes General Fund Reserved Cash Analysis Graphs and the City of Colfax Cash Summary Report (with supporting documentation). The reports are prepared monthly on a cash basis and are reconciled to the General Ledger accounting system, previous reports, and bank statements. Detailed budget comparisons are provided as a mid-year report and as part of the proposed budget process each year.

The purpose of these reports is to provide the status of funds and transparency for Council and the public of the financial transactions of the City.

The attached reports reflect an overview of the financial transactions of the City of Colfax in September 2021. Some monthly highlights are listed below:

- September revenues included:
  - Allocation for Sales Tax revenues reported/paid to the State for the month of July 2021 (two month lag).
- September expenditures included:
  - Quarterly payment for Sheriff and Animal Control contracts with Placer County.
- Negative cash fund balances at the end of September are due to timing of funding allocations and reimbursements:
  - Fund 203 – Cares Act Funding CDBG. This is a reimbursable grant – funding is for City Subsistence Assistance program. Project expenses to date are related to administration of program and grant disbursements for two applicants. The City has elected to close this program due to lack of participation. Final disbursements for the two qualified applicants are expected to be processed by November. Grant closeout and request for reimbursement of expenses will be completed at that time.
  - Fund 250 – Streets – Roads/Transportation. These expenses are funded by annual Transportation funding through Placer County Transportation Agency (PCTPA), City Gas Tax revenues, and a General Fund allocation. PCTPA Funding is expected to be requested in November.
  - Fund 358 – CDBG Road Rehabilitation. This is a reimbursable grant – final funding of grant is still pending. CDBG has approved start date of expenditures. Any unfunded expenditures would require allocation from the General Fund.

- Fund 367 – SB2 Planning Grant – this is a reimbursable grant. First requests for reimbursement were submitted in April 2021 and one is still pending payment. Reimbursement requests are scheduled to be submitted quarterly.
- Fund 374 – Roundabout Monument – this project will be funded with Road Mitigation fees at project completion.
- Fund 575 – WWTP Construction Grant. This is a reimbursable grant. Reimbursement requests are scheduled to be submitted quarterly – pending final grant award.
- Fund 576 – Phase II – Pond 3 Fissure Repair. This project is anticipated to be funded by insurance.
- Fund 585 – Lift station #5 Force Main repair. Current expenditures include design work being performed by GHD (approved \$50K). Funding to be allocated from Fund 564 – Sewer Connections – allocation of funds will be made at design project completion. Future repair work is estimated at \$220K and will be funded at completion by Sewer Connection fees or ARPA funding.
- Anticipated revenues/expenditures for October include:
  - Revenues
    - Allocation for Sales Tax revenues reported/paid to the State for the month of August 2021 (two-month lag).
  - Expenditures
    - Quarterly payment for Fire Services contract.

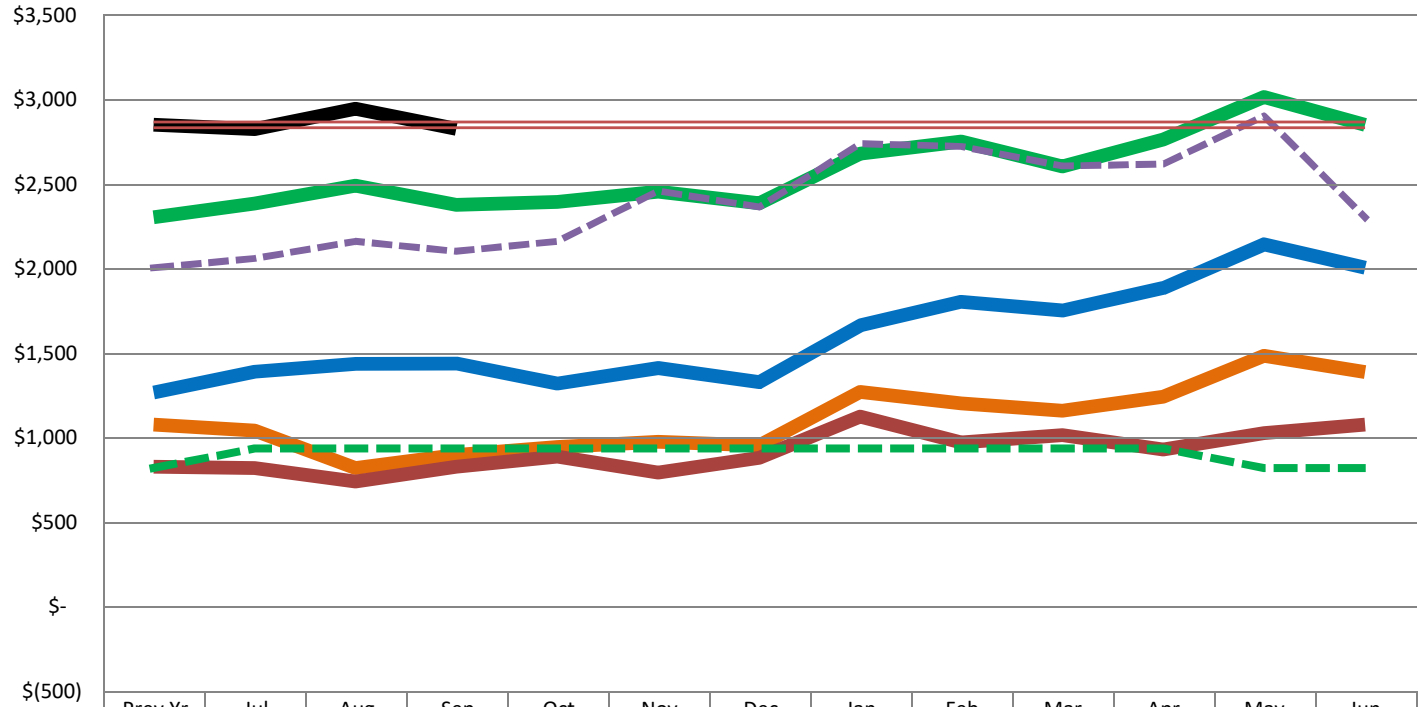
**Attachments:**

1. General Fund Reserved Cash Analysis Graphs
  - a. Cash Analysis – Balance
  - b. Expenses by Month
  - c. Revenues by Month
2. Cash Activity Reports
  - a. Cash Summary
  - b. Cash Transactions Report – by individual fund
  - c. Check Register Report - Accounts Payable
  - d. Daily Cash Summary Report (Cash Receipts)

## City of Colfax - September 2021 General Fund Reserved Cash Analysis

(Dollars in Thousands)

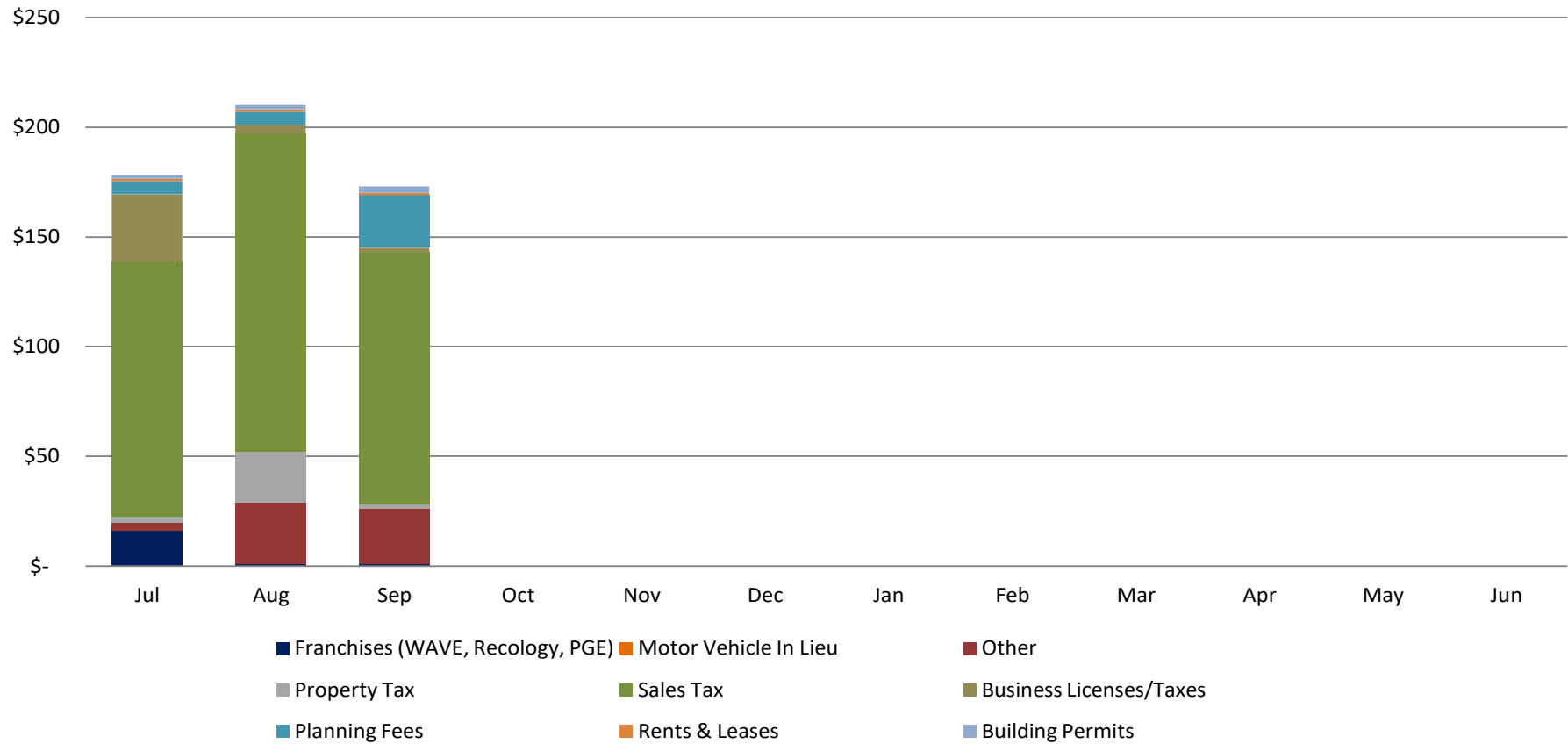
Fiscal Year 2021-22 >>



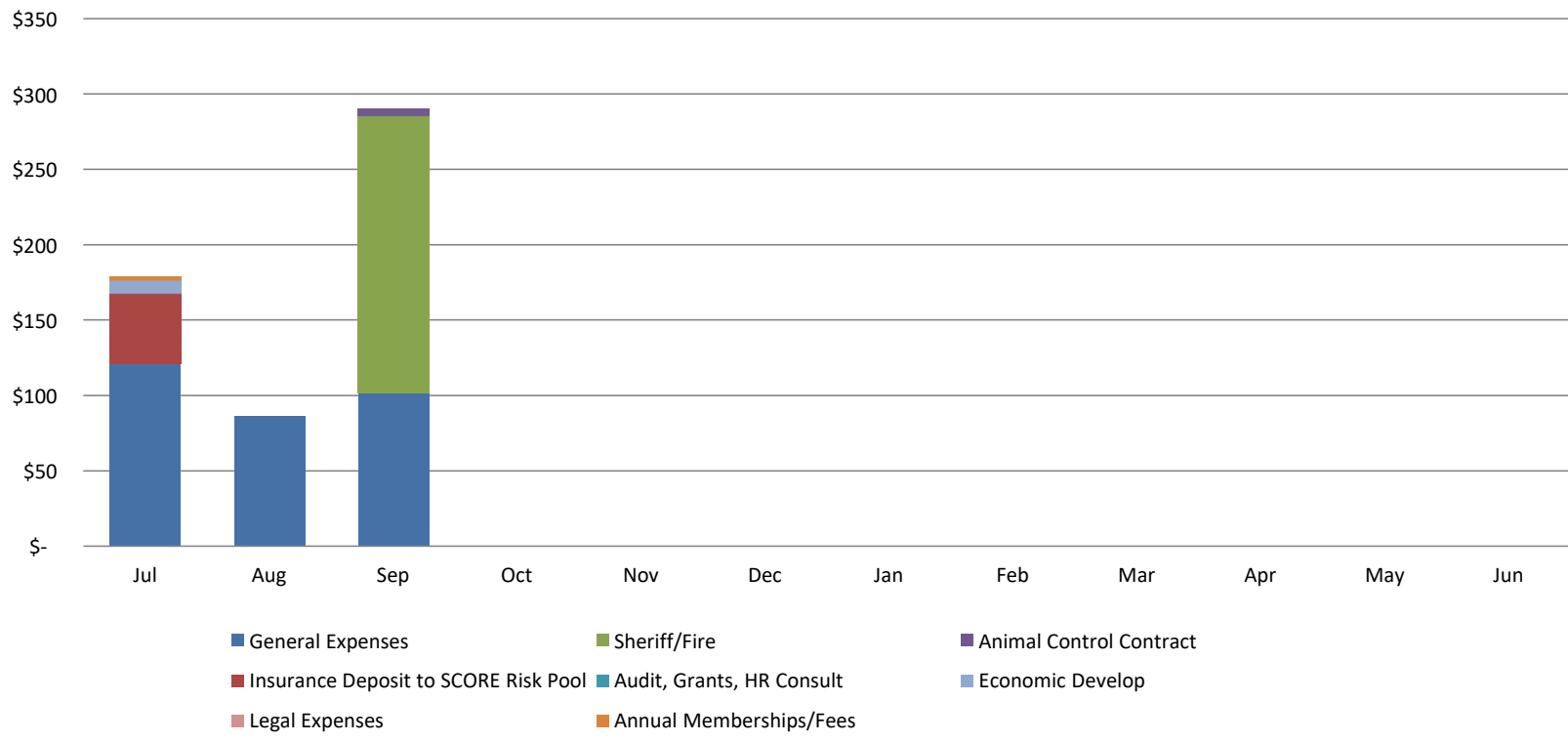
	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
— Cash Balance FY2021-22	\$2,857	\$2,831	\$2,953	\$2,833									
— Cash Balance FY2020-21	\$2,311	\$2,392	\$2,497	\$2,386	\$2,402	\$2,463	\$2,393	\$2,688	\$2,760	\$2,612	\$2,771	\$3,023	\$2,857
- - Cash Balance FY2019-20	\$2,013	\$2,069	\$2,169	\$2,110	\$2,170	\$2,467	\$2,373	\$2,747	\$2,730	\$2,615	\$2,627	\$2,910	\$2,311
— Cash Balance FY2018-19	\$1,275	\$1,398	\$1,444	\$1,447	\$1,329	\$1,420	\$1,336	\$1,672	\$1,812	\$1,760	\$1,893	\$2,151	\$2,013
— Cash Balance FY2017-18	\$1,086	\$1,050	\$828	\$905	\$954	\$983	\$962	\$1,280	\$1,212	\$1,168	\$1,250	\$1,493	\$1,396
— Cash Balance FY2016-17	\$838	\$829	\$750	\$835	\$897	\$802	\$889	\$1,133	\$981	\$1,022	\$938	\$1,034	\$1,086
— *Reserves (Ops, Cap, Pen)	\$830	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$830	\$830
— Budget FY2021-22	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857



### City of Colfax - September 2021 General Fund Reserved Cash - Revenues by Month (Dollars in Thousands)



### City of Colfax - September 2021 General Fund Reserved Cash - Expenses by Month (Dollars in Thousands)



**City of Colfax  
Cash Summary  
September 30, 2021**

	<b>Balance 08/31/2021</b>	<b>Revenues In</b>	<b>Expenses Out</b>	<b>Transfers</b>	<b>Balance 09/30/21</b>
US Bank	\$ 485,274.14	\$ 386,853.51	\$ (513,376.24)	\$ (275,000.00)	\$ 83,751.41
LAIF	\$ 7,913,494.58	\$ -		\$ 275,000.00	\$ 8,188,494.58
Total Cash - General Ledger	<u>\$ 8,398,768.72</u>	<u>\$ 386,853.51</u>	<u>\$ (513,376.24)</u>	<u>\$ -</u>	<u>\$ 8,272,245.99</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 8,399,068.72</u>	<u>\$ 386,853.51</u>	<u>\$ (513,376.24)</u>	<u>\$ -</u>	<u>\$ 8,272,545.99</u>

**Change in Cash Account Balance - Total** \$ (126,522.73)

## Attached Reports:

1. Cash Transactions Report (By Individual Fund)	
2. Check Register Report (Accounts Payable)	\$ (364,307.34)
3. Cash Receipts - Daily Cash Summary Report	\$ 171,782.40
Payroll Checks and Tax Deposits	\$ (67,589.98)
Utility Billings - Receipts	\$ 130,407.19
Bank Adj - Check difference	\$ 60.00
Bank Adj - Fraudulant Check	<u>\$ 3,125.00</u>
	<u><u>\$ (126,522.73)</u></u> \$ -

Prepared by: Laurie Van Groningen, Finance Director  
Laurie Van Groningen, Finance Director

Reviewed by: Wes Heathcock, City Manager  
Wes Heathcock, City Manager

**City of Colfax**  
**Cash Transactions Report - September 2021**

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
<b>Fund Type: 1.11 - General Fund - Unassigned</b>				
Fund: 100 - General Fund	\$ 2,847,998.82	\$ 147,955.30	\$ (279,228.61)	\$ 2,716,725.51
Fund: 120 - Land Development Fees	\$ 101,422.44	\$ 21,868.33	\$ (8,523.25)	\$ 114,767.52
Fund: 200 - Cannabis Application	\$ 3,642.99	\$ -	\$ (2,250.00)	\$ 1,392.99
<b>Fund Type: 1.11 - General Fund - Unassigned</b>	<b>\$ 2,953,064.25</b>	<b>\$ 169,823.63</b>	<b>\$ (290,001.86)</b>	<b>\$ 2,832,886.02</b>
<b>Fund Type: 1.14 - General Fund - Restricted</b>				
Fund: 205 - Escrow Funds	\$ 3,237.00	\$ -	\$ -	\$ 3,237.00
Fund: 571 - AB939 Landfill Diversion	\$ 24,517.26	\$ -	\$ -	\$ 24,517.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 780,079.84	\$ -	\$ (7,534.42)	\$ 772,545.42
<b>Fund Type: 1.14 - General Fund - Restricted</b>	<b>\$ 807,834.10</b>	<b>\$ -</b>	<b>\$ (7,534.42)</b>	<b>\$ 800,299.68</b>
<b>Fund Type: 1.24 - Special Rev Funds - Restricted</b>				
Fund: 201 - CARES Act Funding	\$ -	\$ -	\$ -	\$ -
Fund: 202 - ARPA American Rescue Plan Act	\$ 239,460.00	\$ -	\$ -	\$ 239,460.00
Fund: 203 - CARES Act Funding - CDBG	\$ (7,375.00)	\$ 3,125.00	\$ (5,304.90)	\$ (9,554.90)
Fund: 210 - Mitigation Fees - Roads	\$ 254,267.67	\$ -	\$ -	\$ 254,267.67
Fund: 211 - Mitigation Fees - Drainage	\$ 5,387.73	\$ -	\$ -	\$ 5,387.73
Fund: 212 - Mitigation Fees - Trails	\$ 74,289.42	\$ -	\$ -	\$ 74,289.42
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 188,845.17	\$ -	\$ -	\$ 188,845.17
Fund: 214 - Mitigation Fees - City Bldgs	\$ 74,146.54	\$ -	\$ -	\$ 74,146.54
Fund: 215 - Mitigation Fees - Vehicles	\$ 16,031.29	\$ -	\$ -	\$ 16,031.29
Fund: 217 - Mitigation Fees - DT Parking	\$ 51,469.41	\$ -	\$ -	\$ 51,469.41
Fund: 218 - Support Law Enforcement	\$ -	\$ -	\$ (25,000.00)	\$ (25,000.00)
Fund: 244 - CDBG Program Inc - ME Lending	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Fund: 250 - Streets - Roads/Transportation	\$ (25,648.17)	\$ -	\$ (10,131.27)	\$ (35,779.44)
Fund: 253 - Gas Taxes	\$ 10,475.36	\$ 5,209.94	\$ (1,256.80)	\$ 14,428.50
Fund: 258 - Road Maintenance - SB1/RSTBG	\$ 125,964.83	\$ 3,685.95	\$ -	\$ 129,650.78
Fund: 270 - Beverage Container Recycling	\$ 19,078.51	\$ -	\$ -	\$ 19,078.51
Fund: 280 - Oil Recycling	\$ 3,761.83	\$ -	\$ -	\$ 3,761.83
Fund: 292 - Fire Department Capital Funds	\$ 93,157.61	\$ -	\$ -	\$ 93,157.61
Fund: 342 - Fire Construction - Mitigation	\$ 75,543.21	\$ -	\$ -	\$ 75,543.21
Fund: 343 - Recreation Construction	\$ 75,543.68	\$ -	\$ -	\$ 75,543.68
<b>Fund Type: 1.24 - Special Rev Funds - Restrict</b>	<b>\$ 1,276,399.09</b>	<b>\$ 12,020.89</b>	<b>\$ (41,692.97)</b>	<b>\$ 1,246,727.01</b>
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>				
Fund: 300 - FY2021 ADA Project	\$ -	\$ -	\$ -	\$ -
Fund: 367 - SB2 - Planning Grant	\$ (72,096.20)	\$ -	\$ (5,023.70)	\$ (77,119.90)
Fund: 358 - CDBG Pavement	\$ (92,621.34)	\$ -	\$ -	\$ (92,621.34)
Fund: 374 - Roundabout Monument	\$ -	\$ -	\$ (23.33)	\$ (23.33)
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>	<b>\$ (164,717.54)</b>	<b>\$ -</b>	<b>\$ (5,047.03)</b>	<b>\$ (169,764.57)</b>
<b>Fund Type: 2.11 - Enterprise Funds</b>				
Fund: 560 - Sewer	\$ 1,286,869.63	\$ 85,237.69	\$ (69,257.99)	\$ 1,302,849.33
Fund: 561 - Sewer Liftstations	\$ 213,767.22	\$ 14,505.64	\$ (21,353.47)	\$ 206,919.39
Fund: 563 - Wastewater Treatment Plant	\$ 912,386.47	\$ 37,521.84	\$ -	\$ 949,908.31
Fund: 564 - Sewer Connections	\$ 882,348.97	\$ -	\$ -	\$ 882,348.97
Fund: 574 - OES PSPS Grant	\$ 291,739.79	\$ -	\$ (4,866.02)	\$ 286,873.77
Fund: 575 - WWTP Construction Grant	\$ (5,247.00)	\$ -	\$ (6,032.50)	\$ (11,279.50)
Fund: 576 - Phase II - Pond 3 Fissure Repair	\$ (13,701.11)	\$ -	\$ -	\$ (13,701.11)
Fund: 585 - LS #5 Force Main Repairs	\$ (42,359.75)	\$ -	\$ -	\$ (42,359.75)
<b>Fund Type: 2.11 - Enterprise Funds - Unassign</b>	<b>\$ 3,525,804.22</b>	<b>\$ 137,265.17</b>	<b>\$ (101,509.98)</b>	<b>\$ 3,561,559.41</b>
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>				
Fund: 998 - PAYROLL CLEARING FUND	\$ 384.60	\$ 153.84	\$ -	\$ 538.44
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>	<b>\$ 384.60</b>	<b>\$ 153.84</b>	<b>\$ -</b>	<b>\$ 538.44</b>
<b>Grand Totals:</b>	<b>\$ 8,398,768.72</b>	<b>\$ 319,263.53</b>	<b>\$ (445,786.26)</b>	<b>\$ 8,272,245.99</b>

Check Register Report

Item 6D

September 2021 Checks

Date: 10/15/2021

Time: 11:11 am

CITY OF COLFAX

BANK: US BANK

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>								
57341	09/02/21	Reconciled		09/30/21	2087	BASIC PACIFIC	FSA PLAN FEES AUG 2021	45.00
57342	09/07/21	Reconciled		09/30/21	03141	CALPERS	HEALTH PREMIUMS SEPT 2021	5,476.85
57343	09/09/21	Reconciled		09/30/21	01414	ALHAMBRA & SIERRA SPRINGS	WATER	143.84
57344	09/09/21	Reconciled		09/30/21	1449	AMERIGAS	SUBSISTENCE PROGRAM	735.15
57345	09/09/21	Reconciled		09/30/21	01448	AMERIGAS - COLFAX	SHERIFF STATION PROPANE	16.25
57346	09/09/21	Reconciled		09/30/21	01448	AMERIGAS - COLFAX	DEPOT PROPANE	125.48
57347	09/09/21	Reconciled		09/30/21	01766	AT&T MOBILITY	CITY CELL PHONES	721.42
57348	09/09/21	Reconciled		09/30/21	02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 8/29/21	666.40
57349	09/09/21	Reconciled		09/30/21	3425	CINTAS	UNIFORM SVCS AUG 2021	350.15
57350	09/09/21	Reconciled		09/30/21	03650	CRANMER ENGINEERING, INC.	LANDFILL MONITORING	3,900.00
57351	09/09/21	Reconciled		09/30/21	05120	EDWARDS HEATING & COOLING	WWTP HVAC SERVICE	99.00
57352	09/09/21	Reconciled		09/30/21	05184	BRET ELLIS	GRADE II RENEWAL REIMB	150.00
57353	09/09/21	Reconciled		09/30/21	07570	GRAINGER	WWTP SUPPLIES	97.45
57354	09/09/21	Reconciled		09/30/21	08050	HACH COMPANY	WWTP LAB SUPPLIES	390.56
57355	09/09/21	Reconciled		09/30/21	08660	HUNT AND SONS, INC.	FUEL	575.42
57356	09/09/21	Reconciled		09/30/21	13190	MALDONADO, SAMANTHA	RIVER FIRE REIMB	289.01
57357	09/09/21	Reconciled		09/30/21	13204	MAYBERRY MARKETING GROUP	CORP YARD METAL BLDG DEPOSIT	2,676.75
57358	09/09/21	Reconciled		09/30/21	13277	MMANC	FY 21/22 MEMBERSHIP	75.00
57359	09/09/21	Reconciled		09/30/21	13560	MUNICIPAL CODE CORPORATION	CODIFICATION	506.90
57360	09/09/21	Reconciled		09/30/21	14341	NOLTE, LEONA	RIVER FIRE REIMBURSEMENT	445.54
57361	09/09/21	Reconciled		09/30/21	14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	243.89
57362	09/09/21	Reconciled		09/30/21	14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	72.93
57363	09/09/21	Reconciled		09/30/21	16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS AUG 2021	10,127.53
57364	09/09/21	Reconciled		09/30/21	16038	PG&E	SUBSISTENCE PROGRAM	3,038.82
57365	09/09/21	Reconciled		09/30/21	16140	PLACER COUNTY AIR POLLUTION	WWTP GEN REPLACEMENT PERMIT	1,817.80
57366	09/09/21	Reconciled		09/30/21	16200	PLACER COUNTY SHERIFF DEPT.	SHERIFF CONTRACT FY 21/22 Q1	206,843.00
57367	09/09/21	Reconciled		09/30/21	18010	RACO MANUFACTURING	LS 5 ALARM SVCS	402.00
57368	09/09/21	Reconciled		09/30/21	19037	SAFE SIDE SECURITY	CORP YARD SECURITY SEPT 2021	155.00
57369	09/09/21	Reconciled		09/30/21	8664	SCHOOLEY, PATRICIA	RIVER FIRE REIMBURSEMENT	293.64
57370	09/09/21	Reconciled		09/30/21	19065	SCI CONSULTING GROUP	CANNABIS MONITORING/RENEWAL	2,250.00
57371	09/09/21	Printed			19743	WILL STOCKWIN	COLFAX CONN EDITING SEPT 2021	300.00
57372	09/09/21	Reconciled		09/30/21	21452	URSU, EMMANUEL	PLANNING SVCS JULY 2021	16,240.00
57373	09/09/21	Reconciled		09/30/21	22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS AUG 2021	6,991.25
57374	09/09/21	Reconciled		09/30/21	22134	VISION QUEST	TECH SUPPORT OCT 2021	1,812.50
57375	09/09/21	Reconciled		09/30/21	22134	VISION QUEST	TECH SUPPORT SUPPLIES	334.01
57376	09/09/21	Reconciled		09/30/21	23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONE	226.89
57377	09/09/21	Reconciled		09/30/21	23451	WOOD RODGERS	WWTP CONST GRANT	6,032.50
57378	09/09/21	Reconciled		09/30/21	23451	WOOD RODGERS	GENERATOR REPLACEMENTS	1,600.00
57379	09/15/21	Reconciled		09/30/21	01500	ANDERSON'S SIERRA	WWTP SUPPLIES	15.26
57380	09/15/21	Reconciled		09/30/21	02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 9/5/21	166.60
57381	09/15/21	Reconciled		09/30/21	30033	CORREALE, EVAN	RIVER FIRE LODGING REIMB	215.84
57382	09/15/21	Reconciled		09/30/21	07570	GRAINGER	WWTP SUPPLIES	44.31
57383	09/15/21	Reconciled		09/30/21	07570	GRAINGER	WWTP SUPPLIES	58.55
57384	09/15/21	Reconciled		09/30/21	08050	HACH COMPANY	WWTP LAB SUPPLIES	255.26
57385	09/15/21	Reconciled		09/30/21	08086	HBE RENTALS	WWTP TOOL RENTAL	1,280.00
57386	09/15/21	Reconciled		09/30/21	08200	HINDERLITER, DE LLAMAS & ASSOC	Q1 2021 SALES TAX AUDIT	675.26
57387	09/15/21	Printed			13272	MINUTEMAN PRESS	SUBSISTENCE PYMT FLYER MAILING	780.93

Check Register Report

Item 6D

September 2021 Checks

Date: 10/15/2021

Time: 11:11 am

CITY OF COLFAX

BANK: US BANK

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Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>								
57388	09/15/21	Reconciled		09/30/21	14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	36.47
57389	09/15/21	Reconciled		09/30/21	18295	RETAIL STRATEGIES	ECONOMIC CONSULTANTS	5,000.00
57390	09/15/21	Reconciled		09/30/21	19279	SERVICE ENGINEERING	WWTP PUMP REPAIR	787.50
57391	09/15/21	Reconciled		09/30/21	19391	SIERRA MEDICAL PARTNERSHIP	MEDICAL	375.00
57392	09/15/21	Reconciled		09/30/21	01790	SIERRA OFFICE PRODUCTS	OFFICE SUPPLIES	107.40
57393	09/15/21	Reconciled		09/30/21	21130	UNION PACIFIC RAILROAD CO	101 RAILROAD LEASE FY 21/22	5,000.00
57394	09/15/21	Reconciled		09/30/21	23218	WENDEL ROSEN	LEGAL SVCS AUG 2021	510.00
57395	09/15/21	Reconciled		09/30/21	23301	WESTERN PLACER WASTE	SLUDGE REMOVAL AUG 2021	396.50
57396	09/15/21	Reconciled		09/30/21	25209	YUBA LOCK & SAFE	WWTP GATE KEYPAD RPR	845.10
57397	09/20/21	Reconciled		09/30/21	2087	BASIC PACIFIC	FSA PLAN BENEFIT	24.80
57398	09/22/21	Printed			01270	ADAMS ASHBY GROUP, INC.	CDBG CV1 ADMIN	750.00
57399	09/22/21	Reconciled		09/30/21	1449	AMERIGAS	FIRE DEPT PROPANE	12.86
57400	09/22/21	Void	09/28/21		30032	AUBURN ELECTRIC	WWTP SECURITY/LIGHTS	0.00
57401	09/22/21	Reconciled		09/30/21	04592	DACOMM	WWTP INTERNET	99.95
57402	09/22/21	Reconciled		09/30/21	08660	HUNT AND SONS, INC.	PW/WWTP FUEL	571.45
57403	09/22/21	Reconciled		09/30/21	09540	INTERSTATE SALES	GUARD RAIL REPLACEMENT	1,265.07
57404	09/22/21	Reconciled		09/30/21	16300	PCWA -PLACER COUNTY	WATER	2,928.51
57405	09/22/21	Reconciled		09/30/21	16035	PG&E	ELECTRICITY	20,930.70
57406	09/22/21	Reconciled		09/30/21	16140	PLACER COUNTY AIR POLLUTION	WWTP GENERATOR PERMIT	2,172.33
57407	09/22/21	Printed			03580	PLACER COUNTY HHS	ANIMAL & FIELD SVC Q1 21/22	6,139.00
57408	09/22/21	Reconciled		09/30/21	16052	PLACEWORKS	HOUSING ELEM/GEN PLAN UPDATE	1,208.70
57409	09/22/21	Reconciled		09/30/21	23604	SAXELBY ACOUSTICS	SKATE PARK NOISE STUDY	4,572.00
57410	09/22/21	Printed			19391	SIERRA MEDICAL PARTNERSHIP	COVID TESTING	125.00
57411	09/22/21	Printed			19341	STAAB, BRITTENY	RIVER FIRE REIMBURSEMENT	61.50
57412	09/22/21	Printed			20092	THUMBLER	PUBLIC OUTREACH CONSULT	518.50
57413	09/22/21	Reconciled		09/30/21	23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	38.15
57414	09/22/21	Reconciled		09/30/21	23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	54.90
57415	09/24/21	Reconciled		09/30/21	9304	INDUSTRIAL SOLUTIONS AUTHORITY	LS VFD REPLACEMENT	7,826.00
57416	09/28/21	Reconciled		09/30/21	30032	AUBURN ELECTRIC	WWTP SECURITY/LIGHTS	2,290.00
57417	09/29/21	Printed			1449	AMERIGAS	SHERIFF DEPT PROPANE	14.23
57418	09/29/21	Printed			02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 9/19/21	333.20
57419	09/29/21	Printed			3129	CPS HR CONSULTING	CITY CLERK RECRUITMENT	6,373.50
57420	09/29/21	Printed			04234	DE LAGE LANDEN FINANCIAL	COPY MACH LEASE OCT 2021	420.76
57421	09/29/21	Printed			05221	EOSI - ENVIRONMENT OPERATING	WWTP CHEMICALS	2,120.84
57422	09/29/21	Printed			06278	FRONTIER COMMUNICATIONS	WWTP INTERNET	215.96
57423	09/29/21	Printed			07465	GOLD MINER PEST CONTROL	DEPOT PEST CONTROL	75.00
57424	09/29/21	Printed			08086	HBE RENTALS	WWTP RENTAL	553.20
57425	09/29/21	Printed			08501	HOME DEPOT CREDIT SERVICES	STMT 9/21/21	1,458.66
57426	09/29/21	Printed			10796	KAESER COMPRESSORS	WWTP BLOWER MAINT	485.25
57427	09/29/21	Printed			13052	MAGEE, MICHAEL	CERTIFICATION RENEWAL	150.00
57428	09/29/21	Printed			14067	NELSON, LEANNE	RIVER FIRE REIMBURSEMENT	127.58
57429	09/29/21	Printed			14356	NORTHERN CALIFORNIA GLOVE	WWTP GLOVES	187.69
57430	09/29/21	Printed			14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	375.38
57431	09/29/21	Printed			14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	76.58
57432	09/29/21	Printed			18295	RETAIL STRATEGIES	ECONOMIC CONSULTANT	5,000.00
57433	09/29/21	Printed			19037	SAFE SIDE SECURITY	BALLPARK CAMERA LICENSING	21.15
57434	09/29/21	Printed			19591	STANLEY CONVERGENT SECURITY	DEPOT SECURITY 10/1-12/31/21	157.86

Check Register Report

Item 6D

September 2021 Checks

Date: 10/15/2021

Time: 11:11 am

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CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>								
57435	09/29/21	Printed			21560	US BANK CORPORATE PMT	STMT 9/22/21	1,593.27
57436	09/29/21	Printed			23169	SYSTEM WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90

**Total Checks: 96** **Checks Total (excluding void checks): 364,307.34**

**Total Payments: 96** **Bank Total (excluding void checks): 364,307.34**

**Total Payments: 96** **Grand Total (excluding void checks): 364,307.34**

**DAILY CASH SUMMARY REPORT**

Item 6D

Cash Receipts  
09/01/2021 - 09/30/2021

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10/15/2021

City of Colfax

		Debit	Credit	Net Chng
<b>Fund: 100 - General Fund</b>				
09/07/2021	Daily Totals	165.90	0.00	165.90
09/08/2021	Daily Totals	3,107.41	0.00	3,107.41
09/13/2021	Daily Totals	1,698.64	0.00	1,698.64
09/15/2021	Daily Totals	7,155.76	281.40	6,874.36
09/20/2021	Daily Totals	363.50	0.00	363.50
09/21/2021	Daily Totals	753.66	0.00	753.66
09/23/2021	Daily Totals	6,558.25	0.00	6,558.25
09/24/2021	Daily Totals	115,721.09	0.00	115,721.09
09/27/2021	Daily Totals	1,636.90	0.00	1,636.90
09/29/2021	Daily Totals	283.30	0.00	283.30
09/30/2021	Daily Totals	1,977.17	0.00	1,977.17
<b>Fund: 100 - General Fund</b>		<b>TOTALS:</b>	<b>139,421.58</b>	<b>281.40</b>
				<b>139,140.18</b>
<b>Fund: 120 - Land Development Fees</b>				
09/08/2021	Daily Totals	9,724.48	0.00	9,724.48
09/21/2021	Daily Totals	12,000.00	0.00	12,000.00
09/27/2021	Daily Totals	143.85	0.00	143.85
<b>Fund: 120 - Land Development Fees</b>		<b>TOTALS:</b>	<b>21,868.33</b>	<b>0.00</b>
				<b>21,868.33</b>
<b>Fund: 253 - Gas Taxes</b>				
09/30/2021	Daily Totals	5,209.94	0.00	5,209.94
<b>Fund: 253 - Gas Taxes</b>		<b>TOTALS:</b>	<b>5,209.94</b>	<b>0.00</b>
				<b>5,209.94</b>
<b>Fund: 258 - Road Maintenance - SB1/RSTBG</b>				
09/22/2021	Daily Totals	3,685.95	0.00	3,685.95
<b>Fund: 258 - Road Maintenance - SB1/RSTBG</b>		<b>TOTALS:</b>	<b>3,685.95</b>	<b>0.00</b>
				<b>3,685.95</b>
<b>Fund: 560 - Sewer</b>				
09/03/2021	Daily Totals	250.00	0.00	250.00
<b>Fund: 560 - Sewer</b>		<b>TOTALS:</b>	<b>250.00</b>	<b>0.00</b>
				<b>250.00</b>



DAILY CASH SUMMARY REPORT

Item 6D

Cash Receipts  
09/01/2021 - 09/30/2021

Page:  
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10/15/2021

City of Colfax

		Debit	Credit	Net Chng	
<b>Fund: 561 - Sewer Liftstations</b>					
09/01/2021	Daily Totals	407.00	0.00	407.00	
09/13/2021	Daily Totals	407.00	0.00	407.00	
09/15/2021	Daily Totals	407.00	0.00	407.00	
09/20/2021	Daily Totals	407.00	0.00	407.00	
<b>Fund: 561 - Sewer Liftstations</b>		<b>TOTALS:</b>	<b>1,628.00</b>	<b>0.00</b>	<b>1,628.00</b>
<b>GRAND TOTALS:</b>		<b>172,063.80</b>	<b>281.40</b>	<b>171,782.40</b>	



# Staff Report to City Council

## FOR THE OCTOBER 27, 2021 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Carl Moore, City Engineer  
**Subject:** 101 Railroad Street Parking Lot Improvements – Simpson & Simpson, Inc.

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$33,247	<b>Fund(s):</b> 217
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**RECOMMENDED ACTION:** Adopt Resolution \_\_ - 2021 authorizing the City Manager to execute a construction agreement with Simpson & Simpson Inc. for 101 Railroad Street Parking Lot improvement in an amount not to exceed \$33,247.

### Summary/Background

As demand increases during City sponsored special events and additional increase in growth, City staff has reviewed locations near downtown that could provide additional parking. The lot South of the Colfax Area Heritage Museum (101 Railroad Street) is currently a dirt lot that the City leased from Union Pacific Railroad.

The parking lot will provide approximately 70 parking spaces and requires minor grading and aggregate base (AB) surfacing to provide a more stable and attractive parking lot which will help reduce tracking of mud and dirt into the community. City staff will install temporary black construction fencing to maximize available parking and provide deterrence to reckless driving.

Simpson & Simpson, Inc. provided a cost proposal on October 19, 2021 in the amount of \$27,706.00. Staff has reviewed the cost proposal and finds the cost reasonable for the type and extent of work being proposed. Staff is recommending Council authorize the City Manager to award a construction contract to Simpson & Simpson, Inc. based on their cost proposal and authorize the City Manager to execute change orders up to the total budgeted amount for the project.

### FISCAL IMPACT

The project cost is funded by the downtown parking mitigation fee (Fund 217) collected from new development. The total cost is \$33,247 which includes a 20% contingency.

### Attachments:

1. Resolution\_\_-2021
2. Simpson & Simpson, Inc. Agreement
3. Simpson & Simpson, Inc. Proposal Exhibit A

# City of Colfax

## City Council

### Resolution No. \_\_-2021

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AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION AGREEMENT WITH SIMPSON & SIMPSON, INC. FOR 101 RAILROAD STREET PARKING LOT IMPROVEMENT IN AN AMOUNT NOT TO EXCEED \$33,247

---

**WHEREAS**, As demand increases during City sponsored special events and additional increase in growth, City staff has reviewed locations near downtown that could provide additional parking; and,

**WHEREAS**, The lot South of the Colfax Area Heritage Museum (101 Railroad Street) is currently a dirt lot that the City leases from Union Pacific Railroad; and,

**WHEREAS**, The parking lot will provide approximately 70 parking spaces and requires minor grading and aggregate base (AB) surfacing to provide a more stable and attractive parking lot which will help reduce tracking of mud and dirt into the community.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax authorizes the City Manager to execute a construction agreement with Simpson & Simpson, Inc. for 101 Railroad Street Parking Lot improvement in an amount not to exceed \$33,247.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 27th of October 2021 by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

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**Sean Lomen, Mayor**

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**Marguerite Bailey, City Clerk**

## **AGREEMENT FOR CONTRACT SERVICES**

THIS AGREEMENT is made and entered into on this **28<sup>th</sup> day of October, 2021** by and between the City of Colfax, a municipal corporation of the State of California (“City”) and **Simpson & Simpson, Inc.** (“Contractor”).

### **RECITALS**

A. The City desires to retain Contractor to provide the Services set forth in detail in Exhibit A hereto (the “Services”) subject to the terms and conditions of this Agreement.

B. Contractor is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants, promises and conditions set forth in this Agreement, the City and Contractor agree as follows:

#### **Section 1. Services.**

Subject to the terms and conditions set forth in this Agreement, Contractor shall furnish and perform all of the Services described in detail in Exhibit A hereto and incorporated herein by this reference (the “Services”) to the satisfaction of the City. Contractor shall not perform any work exceeding the scope of the Services described in Exhibit A without prior written authorization from the City.

#### **Section 2. Time of Completion.**

Contractor’s schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Contractor shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. Performance of the Services shall progress and conclude in accordance with the schedule set forth in Exhibit A. During the performance of the Services, Contractor shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

#### **Section 3. Compensation.**

A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Contractor shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges for the Services for the month invoiced. As long as the Contractor performs the Services to the satisfaction of the City, the City shall pay the Contractor an all inclusive compensation that shall not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change

order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Contractor no later than thirty (30) days after approval of the monthly invoice by City's staff.

B. The Contractor's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Contractor and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits.

C. The City shall have the right to receive, upon request, documentation substantiating charges billed to the City pursuant to this Agreement. The City shall have the right to perform an audit of the Contractor's relevant records pertaining to the charges.

D. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

#### **Section 4. Professional Ability; Standard of Quality.**

City has relied upon the professional training and ability of Contractor to perform the Services described in Exhibit A as a material inducement to enter into this Agreement. Contractor shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All Services performed by Contractor under this Agreement shall be in a skillful, workmanlike manner in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

#### **Section 5. Indemnification.**

Contractor shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Contractor and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Contractor who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers

#### **Section 6. Insurance.**

Without limiting Contractor's indemnification obligations provided for above, Contractor shall take out before beginning performance of the Services and maintain at all times during the life of this Agreement the following policies of insurance with insurers possessing a Best rating of not less than A. Contractor shall not allow any subcontractor, professional or otherwise, to commence work on any subcontract until all insurance required of the Contractor has also been obtained by the subcontractor.

- A. Workers' Compensation Coverage. Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Contractor may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Contractor shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.
- B. General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Contractor and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.
- C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.
- D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:
1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Contractor.
  2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
  3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.

4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
  5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, Contractor shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.
- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Contractor shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Contractor should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.
- H. Termination of Insurance. If the City receives notification that Contractor's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Contractor does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Contractor for Services rendered under the terms of this Agreement.

### **Section 7. Subcontracts.**

Contractor may not subcontract any portion of the Services without the written authorization of City. If City consents to a subcontract, Contractor shall be fully responsible to the City and third parties for all acts or omissions of the subcontractor to which the Services or any portion thereof are subcontracted. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor, nor shall it create any obligation on the part of the City to pay or cause the payment of any monies due to any such subcontractor except as otherwise is required by law.

**Section 8. Assignment.**

Contractor shall not assign any right or obligation under this Agreement without the City's prior written consent. Any attempted assignment of any right or obligation under this Agreement without the City's prior written consent shall be void.

**Section 9. Entire Agreement.**

This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

**Section 10. Jurisdiction.**

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction over any litigation arising from this Agreement shall be in the Superior Court of the State of California with venue in Placer County, California.

**Section 11. Suspension of Services.**

Upon written request by Contractor, City may suspend, in writing, all or any portion of the Services if unforeseen circumstances beyond the control of the City and Contractor make normal progress of the Services impossible, impractical or infeasible. Upon written City approval to suspend performance of the Services, the time for completion of the Services shall be extended by the number of days performance of the Services is suspended.

**Section 12. Termination of Services.**

City may at any time, at its sole discretion, terminate all or any portion of the Services and this Agreement upon seven (7) days written notice to Contractor. Upon receipt of notice of termination, Contractor shall stop performance of the Services at the stage directed by City. Contractor shall be entitled to payment within thirty (30) days for Services performed up to the date of receipt of the written notice of termination. Contractor shall not be entitled to payment for any Services performed after the receipt of the notice of termination unless such payment is authorized in advance in writing by the City.

Should Contractor fail to perform any of the obligations required of Contractor within the time and in the manner provided for under the terms of this Agreement, or should Contractor violate any of the terms and conditions of this Agreement, City may terminate this Agreement by providing Contractor with seven (7) days written notice of such termination. The Contractor shall be compensated for all Services performed prior to the date of receipt of the notice of termination. However, the City may deduct from the compensation which may be owed to Contractor the amount of damage sustained or estimated by City resulting from Contractor's breach of this Agreement.



Contractor's obligations pursuant to Sections 5 and 6 of this Agreement shall survive termination, and continue in effect for as long as necessary to fulfill the purposes of Sections 5 and 6.

### **Section 13. Independent Contractor.**

Contractor shall in all respects be an independent contractor and not an agent or employee of City. Contractor has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Contractor shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Contractor receive holiday pay, sick leave, administrative leave or pay for any other time not actually expended in the performance of the Services. It is intended by the parties that Contractor shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Contractor shall submit completed W-9 and Report of Independent Contractor forms upon execution of this Agreement and prior to the payment of any compensation hereunder.

### **Section 14. Ownership of Documents.**

Within thirty (30) days after the Contractor substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Contractor shall deliver to the City all files, records, materials and documents drafted or prepared by Contractor's in the performance of the Services. It is expressly understood and agreed that all such files, records, materials and documents are the property of the City and not the property of the Contractor. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Contractor for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Contractor may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Contractor.

### **Section 15. Changes and/or Extra Work.**

Only the City Council may authorize extra and/or changed Services, modification of the time of completion of the Services, or additional compensation for the tasks to be performed by Contractor. Contractor expressly recognizes that other City personnel are without authorization to order extra and/or changed Services or to obligate the City to the payment of additional compensation. The failure of Contractor to secure the prior written authorization for such extra and/or changed Services shall constitute a waiver of any and all right to adjustment in the contract price due to such unauthorized Services, and Contractor thereafter shall not be entitled to any compensation whatsoever for the performance of such extra or changed Services. In the event Contractor and City agree that extra and/or changed Services are required, or that additional compensation shall be awarded to Contractor for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the

Contractor and the necessary City officials before the extra and/or changed Services are provided.

### **Section 16. Compliance with Federal, State and Local Laws.**

Contractor shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations affecting the Services, including without limitation laws requiring licensing and prohibiting discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases. City shall not be responsible or liable for Contractor's failure to comply with applicable laws, statutes, ordinances, rules or regulations.

### **Section 17. Retention of Records.**

Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to the Services, and Contractor shall make such documents available for review and/or audit by City and City's representatives at all reasonable times during performance of the Services and for at least four (4) years after completion of the Services and/or termination of this Agreement.

### **Section 18. Alternative Dispute Resolution**

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.
- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the

selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.

- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

### **Section 19. Severability.**

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by an arbitrator or by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual written consent of the parties.

### **Section 20. Entire Agreement; Amendment.**

This Agreement, including all exhibits hereto, constitutes the complete and exclusive expression of the understanding and agreement between the parties with respect to the subject matter hereof. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement. This Agreement may be amended or extended from time to time only by written agreement of the parties hereto.

### **Section 21. Time of the Essence.**

Time is of the essence in the performance of the Services. The Contractor will perform its Services with due and reasonable diligence consistent with sound professional practices and shall devote such time to the performance of the Services as may be necessary for their timely completion.

### **Section 22. Written Notification.**

Except as otherwise specified in this Agreement, any notice, demand, request, consent, approval or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by first class mail, postage prepaid and addressed as follows. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within two business days from the time of mailing if mailed within the State of California as provided in this Section.

If to City:	City of Colfax 33 S. Main Street Colfax, CA 95713
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If to Contractor:

Simpson & Simpson  
10001 Ophir Road  
Newcastle, CA 95658

**Section 23. Execution.**

This Agreement may be executed in original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one original counterpart is signed by both parties hereto. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**Section 24. Successors.** This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

**Section 25. Attorney’s Fees.** If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney’s fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written:

CITY  
  
Signature \_\_\_\_\_  
  
Printed Name \_\_\_\_\_  
  
Title \_\_\_\_\_  
  
Date \_\_\_\_\_

CONTRACTOR  
  
Signature \_\_\_\_\_  
  
Printed Name \_\_\_\_\_  
  
Title \_\_\_\_\_  
  
Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Simpson & Simpson, Inc.**

Since 1948

**PROPOSAL AND CONTRACT**

Prepared by Steve Simpson

Date 10/19/2021

Quote Expires 11/19/21

City of Colfax  
PO BOX 702  
Colfax Ca 95713

**Job Location:** near train depot

**Phone:** 786-6001

**E-mail:** wes.heathcock@colfax-ca.gov

*This proposal may be withdrawn by us if it has not been signed and given to us within 10 days following the date of this contract. The total amount agreed upon as stated in this contract is due upon completion of the job.*

*We propose to hereby furnish material and labor complete in accordance with below specifications.*

*(Circle options as desired)*

**Overflow parking area**

#1 Finish grade existing soils as necessary to create a crown down the middle of the area, compact surface as necessary.

Provide a backhoe and labor to straighten one pipe bollard.

Place, water and compact 3 inches (approx. 400 tons) of **Bear River Aggregates** 3/4 inch class 2 baserock on 21,800 sqft..... \$25,956.00

#2 Remove 3" of soils and some old chipseal along two edges to allow for thick flush tie in .....ADD\$1750.00

**\*based on prevailing wage**

Exclusions; bonds, water costs, traffic control, engineered compaction, following engineered grades, export of material on item #1

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Each member of our crew is fully covered by workers compensation insurance.

To better understand how we do what we do, check out our website; [www.simpsonpaving.com](http://www.simpsonpaving.com)

**Terms and Conditions**

Total amount is due upon completion of the job. We accept cash or check. We accept credit cards for a 3% service charge.

Payments received more than 7 days after customer invoice due date are subject to a 1.5% finance charge.

Prices are based on the square footage, thickness, and quantities stated above. Any alterations will affect prices quoted. Owner is encouraged to verify that the square footage will cover the area desired.

Job to be done weather and schedule permitting.

No guarantee against damage caused by weather conditions.

We will not be responsible for damage to underground utilities not located and shown to us prior to job start.

**No guarantee against damage due to heavy equipment.**

No guarantee on sub grade prepared by others.

No guarantee on base rock as a wear surface.

**Acceptance of Proposal**

I have read and agree to the Terms and Conditions and I understand that in signing this proposal, I have entered into a contract with Simpson & Simpson, Inc. to complete the services stated herein.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_



# Staff Report to City Council

## FOR THE OCTOBER 27, 2021 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Carl Moore, City Engineer  
**Subject:** Construction Bidding for Lift Station 5 Force Main Improvements

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$336,900	<b>Fund(s):</b> 564
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**RECOMMENDED ACTION:** Adopt Resolution \_\_ - 2021 accepting the design and specifications and authorizing the City Manager to solicit bids for the construction of the Lift Station # 5 Force Main Improvements.

### Summary/Background

In early 2020, a section of the sanitary sewer force main failed spilling approximately 119,000 gallons of raw sewage into Bunch Creek. As required, the City reported the spill to the Regional Water Quality Control Board (Board). The Board subsequently proposed a fine of \$49,845 for the spill. The City negotiated with the Regional Board to allow the City to use a portion of the fine for a construction project to reduce the potential for a future violation.

The City contracted with its on-call City Engineer firm GHD Inc. to prepare Final Plans, Specifications, and an Engineer's estimate for the City to upgrade existing facilities and enhance the maintenance and monitoring capability of the force main in order to comply with the Board's Settlement Agreement R5-2020-0507 and prevent this spill from occurring in the future.

Staff recommends that the City Council accept the design and specifications and authorize the City Manager to solicit bids for the construction of the Lift Station #5 Force Main Improvement project.

### Fiscal Impacts

The total project is funded with Fund 564 sewer impact fees. The Engineer's estimate prepared by GHD Inc. lists a total construction cost of \$336,900 which includes a 20% contingency. The credit from the Board for construction costs is \$35,726.

### Attachments:

1. Resolution \_\_-2021
2. Plans and Specifications

# City of Colfax

## City Council

Resolution No\_\_-2021

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ACCEPTING THE DESIGN AND SPECIFICATIONS AND AUTHORIZING THE CITY MANAGER TO SOLICIT BIDS FOR THE CONSTRUCTION OF THE LIFT STATION # 5 FORCE MAIN IMPROVEMENTS

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**WHEREAS,** The Regional Water Quality Control Board proposed a fine of \$49,845 for the Bunch Creek sewer spill; and,

**WHEREAS,** The City negotiated with the Regional Board to allow the City to use a portion of the fine for a construction project to reduce the potential for a future violation; and,

**WHEREAS,** The City contracted with its on-call City Engineer firm GHD Inc. to prepare Final Plans, Specifications, and an Engineer’s estimate for the City to upgrade existing facilities and enhance the maintenance and monitoring capability of the force main in order to comply with the Board’s Settlement Agreement R5-2020-0507 and prevent this spill from occurring in the future.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax accepts the design and specifications and authorizes the City Manager to solicit bids for the construction of the Lift Station # 5 Force Main Improvements.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 27th of October 2021 by the following vote of the Council:

- AYES:**
- NOES:**
- ABSTAIN:**
- ABSENT:**

**ATTEST:**

\_\_\_\_\_  
**Sean Lomen, Mayor**

\_\_\_\_\_  
**Marguerite Bailey, City Clerk**





GENERAL NOTES:

- 1. EXCAVATIONS OVER FIVE FEET (5') DEEP REQUIRE AN EXCAVATION PERMIT FROM THE STATE DEPARTMENT OF INDUSTRIAL SAFETY.
2. CONTRACTOR SHALL CALL "UNDERGROUND SERVICE ALERT" AT 811 (800-227-2600) AT LEAST 48 HOURS PRIOR TO START OF CONSTRUCTION FOR LOCATING UNDERGROUND UTILITIES.
3. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.
4. UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
5. NOTICE TO CONTRACTORS: THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY LINES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES TO CITY OWNED OR OTHER UTILITIES CAUSED BY HIS OPERATIONS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OFF-SITE DISPOSAL OF ALL BITUMINOUS PAVEMENT, CONCRETE AND REINFORCEMENT, AND SPOILS NOT NEEDED FOR BACKFILL AS REQUIRED BY THE ENGINEER AND PER THE SPECIFICATIONS.
8. ALL CONSTRUCTION MATERIALS AND METHODS SHALL CONFORM TO THE REQUIREMENTS OF THE CURRENT COUNTY OF PLACER GENERAL SPECIFICATIONS. ALL REFERENCES TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS SHALL REFER TO CURRENT EDITION OF THE STANDARD SPECIFICATIONS. ATTENTION IS ALSO DIRECTED TO THE STANDARD PLATES CONTAINED IN THE PLACER COUNTY LAND DEVELOPMENT MANUAL AND THE CURRENT EDITION OF THE CALTRANS STANDARD PLANS, WHICH, WHEN APPLICABLE, ARE INCLUDED IN THESE DRAWINGS AND/OR REFERENCED BY PLATE OR STANDARD PLAN NUMBER. CONTRACTOR IS RESPONSIBLE TO HAVE AVAILABLE A CURRENT SET OF PLACER COUNTY GENERAL SPECIFICATIONS WITH PLATES, CALTRANS STANDARD SPECIFICATIONS, AND CALTRANS STANDARD PLANS.
9. PUBLIC SAFETY AND TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH CITY REQUIREMENTS AND AS DIRECTED BY THE ENGINEER. SAFE VEHICULAR AND PEDESTRIAN ACCESS SHALL BE PROVIDED AT ALL TIMES DURING CONSTRUCTION.
10. CONTRACTOR MUST IMMEDIATELY REINSTALL ANY TRAFFIC SIGNS REMOVED IN THE COURSE OF CONSTRUCTION. ANY SIGNS LOST OR DAMAGED BY THE CONTRACTOR SHALL BE REPLACED OR REPAIRED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER.
11. THE CITY MAY REQUIRE THE CONTRACTOR TO UNCOVER ANY IMPROVEMENTS THAT HAVE BEEN COMPLETED WITHOUT PROPER CITY INSPECTION AND/OR APPROVAL. IF THE INSTALLATION IS FOUND NOT TO MEET CITY STANDARDS OR PREVIOUSLY APPROVED ALTERNATIVES SHOWN ON THE PLANS, THE CONTRACTOR MAY BE REQUIRED TO REMOVE AND REPLACE SUCH IMPROVEMENTS AT CONTRACTOR EXPENSE.
12. PRIOR TO ANY ACTIVITY WITHIN THE CITY RIGHT-OF-WAY, THE CONTRACTOR SHALL INSTALL C19(CA) OR C23(CA) SIGNS IN ACCORDANCE WITH CHAPTER 6 OF THE CURRENT CAMUTCD MANUAL. THE SIGNS SHALL BE PROFESSIONALLY MADE, METAL, REFLECTORIZED, AND PLACED ON WOODEN POSTS FOR THE DURATION OF THE PROJECT. THE MINIMUM SIZE SHALL BE 36". THE SIGNS SHALL BE REPLACED OR REPAIRED IF STOLEN OR DAMAGED. THE PLACEMENT, TYPE, AND LOCATION OF ALL TRAFFIC CONTROL DEVICES SHALL BE REVIEWED AND APPROVED BY THE ENGINEER. THE ENGINEER OR INSPECTOR SHALL DIRECT THE INSTALLATION OR CHANGES TO SIGNS, STRIPING, CONES, BARRICADES, ETC. DURING THE COURSE OF CONSTRUCTION FOR TRAFFIC SAFETY.
13. IF ANY ARCHEOLOGICAL ARTIFACTS, EXOTIC ROCK (NON-NATIVE), OR UNUSUAL AMOUNTS OF SHELL OR BONE ARE UNCOVERED DURING ANY ON-SITE CONSTRUCTION ACTIVITIES, ALL WORK MUST STOP IMMEDIATELY IN THE AREA AND A SOPA-CERTIFIED (SOCIETY OF PROFESSIONAL ARCHAEOLOGISTS) ARCHAEOLOGIST RETAINED TO EVALUATE THE DEPOSIT. THE CITY PLANNING DEPT. AND THE COUNTY DEPT. OF MUSEUMS MUST ALSO BE CONTACTED FOR REVIEW OF THE ARCHAEOLOGICAL FIND(S). IF THE DISCOVERY CONSISTS OF HUMAN REMAINS, THE PLACER COUNTY CORONER AND NATIVE AMERICAN HERITAGE COMMISSION MUST ALSO BE CONTACTED. WORK IN THE AREA MAY ONLY PROCEED AFTER AUTHORIZATION IS GRANTED BY THE CITY OF COLFAX PLANNING DEPARTMENT. FOLLOWING A REVIEW OF THE NEW FIND AND CONSULTATION WITH APPROPRIATE EXPERTS, IF NECESSARY, THE AUTHORITY TO PROCEED MAY BE ACCOMPANIED BY THE ADDITION OF DEVELOPMENT REQUIREMENTS WHICH PROVIDE PROTECTION OF THE SITE AND/OR ADDITIONAL MITIGATION MEASURES NECESSARY TO ADDRESS THE UNIQUE OR SENSITIVE NATURE OF THE SITE.
14. PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL PROVIDE THE CITY OF COLFAX A TRAFFIC PLAN IN ACCORDANCE WITH THE COUNTY SPECIFICATIONS.
15. TEMPORARY TRAFFIC STRIPING MUST BE PROVIDED BY THE CONTRACTOR IF EXISTING DELINEATION IS DESTROYED DURING CONSTRUCTION. PAINTED MARKING OR STRIPING TAPE MAY BE USED. THE TEMPORARY STRIPING MUST BE APPROVED FOR MATERIAL AND LAYOUT BY THE ENGINEER. ALL TEMPORARY PAINTED MARKINGS THAT ARE TO BE REMOVED SHALL BE SANDBLASTED BY THE CONTRACTOR AT THE EXPENSE OF THE CONTRACTOR.
16. ONLY THE APPROXIMATE LOCATION OF THE EXISTING STORM DRAINS AND WATER FACILITIES HAVE BEEN SHOWN. THE CONTRACTOR SHALL VERIFY EXACT LOCATION BY POTHOLING IN THE FIELD.
17. IF AT ANY TIME DURING THE COURSE OF CONSTRUCTING THE PROPOSED PROJECT EVIDENCE OF SOIL AND/OR GROUNDWATER CONTAMINATION WITH HAZARDOUS MATERIAL IS ENCOUNTERED, THE APPLICANT SHALL IMMEDIATELY STOP THE PROJECT AND CONTACT ENVIRONMENTAL HEALTH SERVICES HAZARDOUS MATERIAL SECTION. THE PROJECT SHALL REMAIN SUSPENDED UNTIL THERE IS A RESOLUTION OF THE CONTAMINATION PROBLEM TO THE SATISFACTION OF ENVIRONMENTAL HEALTH SERVICES AND TO THE REGIONAL WATER QUALITY CONTROL BOARD.

GENERAL NOTES (CONT.):

- 18. SCARIFY 6" OF SUBGRADE SHALL BE PAID FOR AS OBLITERATE SURFACING.

PAVING NOTES:

- 1. ALL EXISTING AC SURFACES SHALL BE SAWCUT ONE FOOT MINIMUM INSIDE THE EDGE OF PAVEMENT OR AS SHOWING ON THE PLANS TO A NEAT, STRAIGHT LINE AND REMOVED. THE EXPOSED EDGE SHALL BE SEALED WITH EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RECOMPACTED, AND RESEALED PRIOR TO PAVING.
2. ASPHALT CONCRETE SHALL BE TYPE A, 1/2" MAXIMUM MEDIUM GRADING AND SHALL CONFORM TO THE CALTRANS SPECIFICATIONS FOR HMA (TYPE A).
3. AGGREGATE BASE SHALL BE CLASS 2, 3/4" MAXIMUM GRADING. AGGREGATE BASE SHALL CONFORM TO THE CALTRANS SPECIFICATIONS.

FUGITIVE DUST CONTROL:

- 1. THE CONTRACTOR IS TO MAINTAIN ADEQUATE DUST CONTROL PER SECTION 10, CALTRANS SPECIFICATIONS, AND UTILIZE DUST CONTROL MITIGATION APPROVED BY THE AIR POLLUTION CONTROL DISTRICT (A.P.C.D.). PARTICULATE CONTROL MEASURES SHALL ALSO BE USED THROUGHOUT THE CONSTRUCTION PHASE OF THIS PROJECT.
2. THE CONTRACTOR SHALL FOLLOW THE GUIDELINES OUTLINED IN THE "FUGITIVE DUST CONTROL" HANDBOOK AVAILABLE FROM A.P.C.D.
3. THE CONTRACTOR SHALL APPLY WATER TO ALL DISTURBED AREAS FOR THE ALLEVIATION OR PREVENTION OF DUST NUISANCE.
4. DUST PRODUCING CONSTRUCTION ACTIVITIES SHALL BE SUSPENDED DURING PERIODS OF HIGH WINDS (GUSTS EXCEEDING 25 MPH).
5. CONSTRUCTION VEHICLES AND EQUIPMENT SHALL BE RESTRICTED TO TRAVEL ALONG WELL WATERED CONSTRUCTION ROUTES AND SHALL BE LIMITED TO A MAXIMUM SPEED OF 15 MPH ON NON-PAVED CONSTRUCTION SITES.
6. THE CONTRACTOR SHALL USE TARPULINS OR OTHER EFFECTIVE COVERS FOR HAUL TRUCKS WHICH TRAVELS IN PUBLIC STREETS.
7. EXISTING STREETS AND PAVED ROADS SHALL BE REGULARLY SWEEP AS FAR AS NECESSARY TO ENSURE THAT NOT SILT, DEBRIS OR POLLUTANT ARE CARRIED OVER TO ADJACENT PUBLIC THOROUGHFARES. DO NOT WASH DOWN STREETS WITH WATER UNTIL DIRT AND DUST HAS BEEN REMOVED BY DRY SWEEPING. THIS IS TO PREVENT CONTAMINATION OF WATERWAY WITH SEDIMENT.
8. ALL CONSTRUCTION EQUIPMENT SHALL BE CLEANED REGULARLY AND KEPT PROPERLY TUNED TO MINIMIZE THE AMOUNT OF DUST AND POLLUTANTS EMITTED INTO THE AIR.

TRENCH EXCAVATION AND BACKFILL NOTES:

- 1. UNLESS OTHERWISE APPROVED, MINIMUM COVERAGE FROM TOP OF PIPE TO FINISH GRADE SHALL BE AS FOLLOWS:
SEWER 36 IN.
WATER 30 IN.
CULVERTS 18 IN.
STORM DRAINS 18 IN.
OTHER UTILITIES 30 IN.
2. IN WET OR ROCKY MATERIAL, THE DEPTH OF TRENCH BEDDING SHALL BE INCREASED TO THE LARGER OF EITHER 6 IN. OR 1/4 DIA.
3. FOR CULVERTS/STORM DRAINS, THE MINIMUM DISTANCE BETWEEN THE SIDE OF THE TRENCH AND THE SIDE OF THE PIPE SHALL BE 12 IN.
4. MINIMUM COMPACTION REQUIREMENTS (SEE SECTION 19-4.04 OF THE PLACER COUNTY GENERAL SPECIFICATIONS).
A. WITHIN ROADWAY PRISM-
BEDDING/INITIAL BACKFILL
SUBGRADE 95%
INTERMEDIATE BACKFILL 92%
B. OUTSIDE ROADWAY PRISM-
BEDDING/INITIAL BACKFILL 90%
INTERMEDIATE BACKFILL 90%

TRENCH EXCAVATION AND BACKFILL NOTES (CONT.):

- 5. IN AREAS WITH MINIMUM COVER, INTERMEDIATE BACKFILL SHALL BE CLASS 2 AGGREGATE BASE.
6. IN AREAS OF NATURAL VEGETATION OR LANDSCAPING, REMOVE TOP 12 IN. OF MATERIAL, STOCKPILE & REPLACE IN A MOUND PER PLATE 431, TYPE D AND PLATE 432, TYPE D.
7. ALL LANDSCAPING CONDUITS WITHIN THE ROADWAY PRISM AND/OR TRAFFIC AREAS MUST HAVE A MINIMUM OF 30 INCHES OVER. MINIMUM COVER WITHIN COUNTY R/W BUT OUTSIDE THE ROADWAY AND TRAFFIC AREAS SHALL BE AS FOLLOWS:
LOW VOLTAGE ELECTRICAL CONDUITS 24 IN. MIN
PRESSURIZED WATERLINES 24 IN. MIN
NONPRESSURIZED (DISCHARGED) LATERALS 12 IN. MIN
8. COMPACTION TESTING WITHIN THE PIPE ZONE (BOTTOM OF TRENCH TO 12 IN. ABOVE CONDUIT(S)) SHALL BE PERFORMED BY TESTING LAB AS APPROVED BY THE CITY.
9. SHOVEL SLICE BEDDING MATERIAL UNIFORMLY UNDER PIPE IN HAUNCH AREA. SHOVEL SLICING SHALL BE COMPLETED BEFORE THE BEDDING IS BROUGHT UP TO THE PIPE SPRINGLINE AND PREFERABLY WHEN IT IS NO HIGHER THAN THE QUARTER POINT OF THE PIPE.

CITY OF COLFAX NOTES:

- 1. THE CONTRACTOR SHALL NOT BEGIN ANY WORK SHOWN ON THESE PLANS UNTIL THE CITY ENGINEER'S SIGNATURE OF APPROVAL IS AFFIXED HEREON AND ALL APPLICABLE PERMITS HAVE BEEN OBTAINED.
2. ALL MATERIALS, METHODS, AND WORKMANSHIP SHALL CONFORM TO THE SPECIFICATION OF THE AGENCIES INVOLVED AND ALL WORK IS SUBJECT THE APPROVAL OF THEIR DIRECTOR OR AUTHORIZED REPRESENTATIVE.
3. THE CONTRACTOR SHALL NOTIFY THE CITY OF COLFAX'S PUBLIC SERVICES INSPECTORS MON.-FRI: 8:00 A.M. TO 4:00 P.M. AT (530) 346-2313 FOR A PRECONSTRUCTION MEETING 48 HOURS IN ADVANCE OF STARTING ANY CONSTRUCTION ACTIVITIES. THE CITY REQUIRES AT LEAST 48-HOURS PRIOR TO ANY CONSTRUCTION REQUESTS FOR INSPECTION OF PUBLIC FACILITIES. THEREFORE, NOTICE SHALL BE GIVEN 48-HOURS IN ADVANCE AND BE PERFORMED BY THE AGENCY'S DESIGNATED AGENT.
4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY ENCROACHMENT PERMITS AND SHALL POSSESS APPROVED PLANS PRIOR TO BEGINNING OF CONSTRUCTION. A SET OF SIGNED AND APPROVED PLANS ARE TO BE ON THE JOB SITE AT ALL TIMES.
5. THE CONTRACTOR SHALL MAINTAIN THE EXISTING PUBLIC AND PRIVATE IMPROVEMENT WITHIN THE WORK AREA AND SHALL ADEQUATELY BARRICADE THE PROJECT SITE TO KEEP THE GENERAL PUBLIC FROM THE SITE. ANY IMPROVEMENTS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY CONTRACTOR.

EARTHWORK AND GRADING:

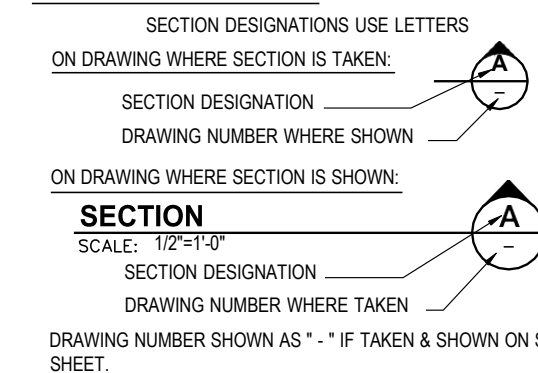
- 1. CONTRACTOR SHALL APPLY EROSION CONTROL HYDROSEEDING TO ALL GRADED OR DISTURBED SOILS WITHIN THE WORK AREA AFTER COMPLETION OF IMPROVEMENTS OR AS SOON AS PRACTICAL AFTER GRADING TO REDUCE DUST AND EROSION POTENTIAL. STRAW OR HYDROMULCHING SHALL BE COMBINED WITH THE SEEDING ON SLOPES EQUAL TO OR GREATER THAN 10:1 AND PLACED PRIOR TO COMPLETION OF PROJECT IF DEEMED NECESSARY FOR CONTROLLING SOIL EROSION.
2. THE CONTRACTOR SHALL DO THE FOLLOWING IF GRADING AND CLEARING IMPROVEMENTS ARE INCOMPLETE BY OCTOBER 1ST:
INSTALL EROSION PROTECTION ON SLOPES 10:1 OR STEEPER AND SWALES WITH SLOPES 2% OR GREATER
PREVENT SEDIMENT FROM LEAVING THE PROJECT AREA
PREVENT SEDIMENTATION IN EXISTING STORM DRAIN SYSTEM AND CLEAN PIPES AS PER SPECIFICATION SS62
SEAL OFF ALL SANITARY SEWER CONNECTIONS TO EXISTING SYSTEMS
THE CONTRACTOR SHALL MAINTAIN WINTERIZATION FACILITIES AT ALL TIMES UNTIL THE CITY ACCEPTS THE ROAD IMPROVEMENTS
3. THOSE ENGAGED IN CONSTRUCTION ACTIVITY SHALL COMPLY WITH THE CITY OF COLFAX CONSTRUCTION NOISE COMPATIBILITY GUIDELINES, INCLUDING RESTRICTING CONSTRUCTION NOISE GENERATING ACTIVITIES WITHIN OR NEAR RESIDENTIAL AREAS TO BETWEEN 7:00 AM AND 7:00 PM ON WEEKDAYS AND 8:00 AM AND 7:00 PM ON THE WEEKENDS TO THE SATISFACTION OF THE PUBLIC SERVICES DIRECTOR OR BUILDING OFFICIAL.

STRIPING:

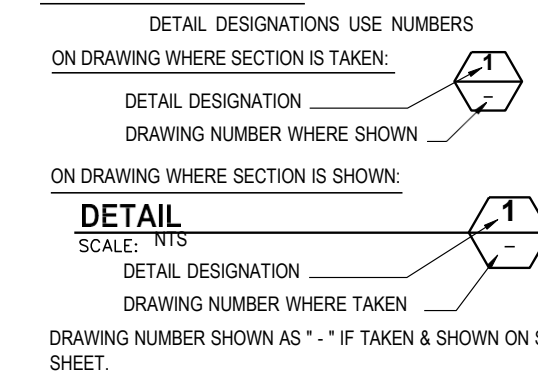
- 1. ALL EXISTING PAVEMENT MARKINGS TO BE REMOVED SHALL BE REMOVED BY GRINDING, AND A SURFACE TREATMENT MAY BE REQUIRED BY THE CITY.
2. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC AND ARE TO CONFORM TO THE MOST RECENT EDITION OF THE CALTRANS STANDARD SPECIFICATIONS AND PLANS.

DETAIL AND SECTION CALLOUTS

SECTION DESIGNATION:



DETAIL DESIGNATION:



ABBREVIATIONS:

Table with 4 columns of abbreviations and their corresponding full names, including AC (Asphalt Concrete), ARV (Air Release Valve), BC (Begin Curve), B/C (Back of Curve), BO (Blow-off Valve), B/W (Back of Walk), BVC (Begin Vertical Curve), CL (Centerline), CO (Cleanout), DI (Drop Inlet), DWY (Driveway), EC (End Curve), EL (Elevation), EOP (Edge of Pavement), EXIST.EX (Existing), EXSSN (Existing Sanitary Sewer Number), F/C (Face of Curve), FL (Flowline), FG (Finished Grade), FH (Fire Hydrant), G (Gas, Gas Main), GB (Grade Break), GR (Grate), GV (Gate Valve), INV (Invert), JP (Joint Pole), JT (Joint Utility Trench), L (Left Length), LF (Lineal Feet), MAX (Maximum), MH (Manhole), MIN (Minimum), OFF (Offset), OG (Original Ground), OH (Overhead Utility), PCC (Point of Compound 1 Curve), PCWA (Placer County Water Agency), PL (Property Line), PRC (Point of Reverse Curve), R (Radius, Right), RL (Length of Pipe Restraint), S (Slope), SD (Storm Drain), SDDI (Storm Drain Drop Inlet), SDMH (Storm Drain Manhole), SDN (Storm Drain Number), SFM (Sanitary Sewer Force Main), SL (Sanitary Sewer Service Lateral), SS (Sanitary Sewer), SSN (Sanitary Sewer Number), SSMH (Sanitary Sewer Manhole), STA (Station), STD (Standard), TBC (Top Back of Curve), TFC (Top Face of Curve), TYP (Typical), W (Water, Water Main), WM (Water Meter), WS (Water Service Lateral), WV (Water Valve).

LEGEND

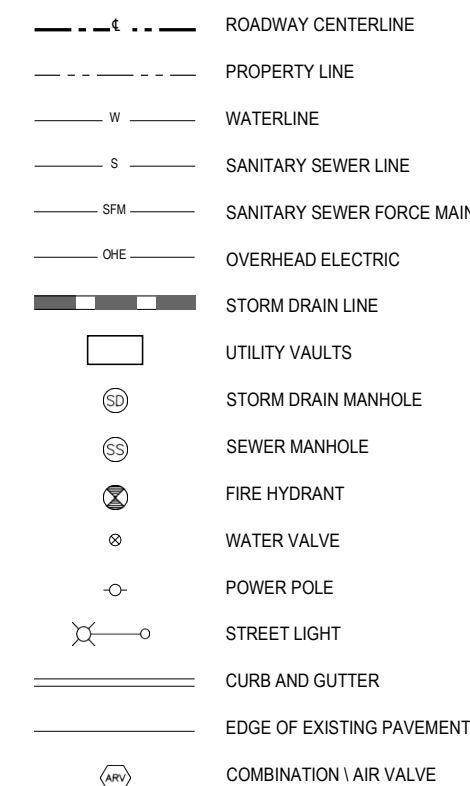
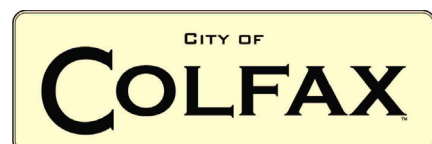


Table with columns for No., Issue, Checked, Approved, Date. Includes Author PE (Drafting Check SD), Designer SD (Design Check FG), Project Manager CR, and Project Director LW.



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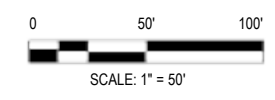
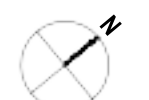
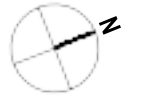
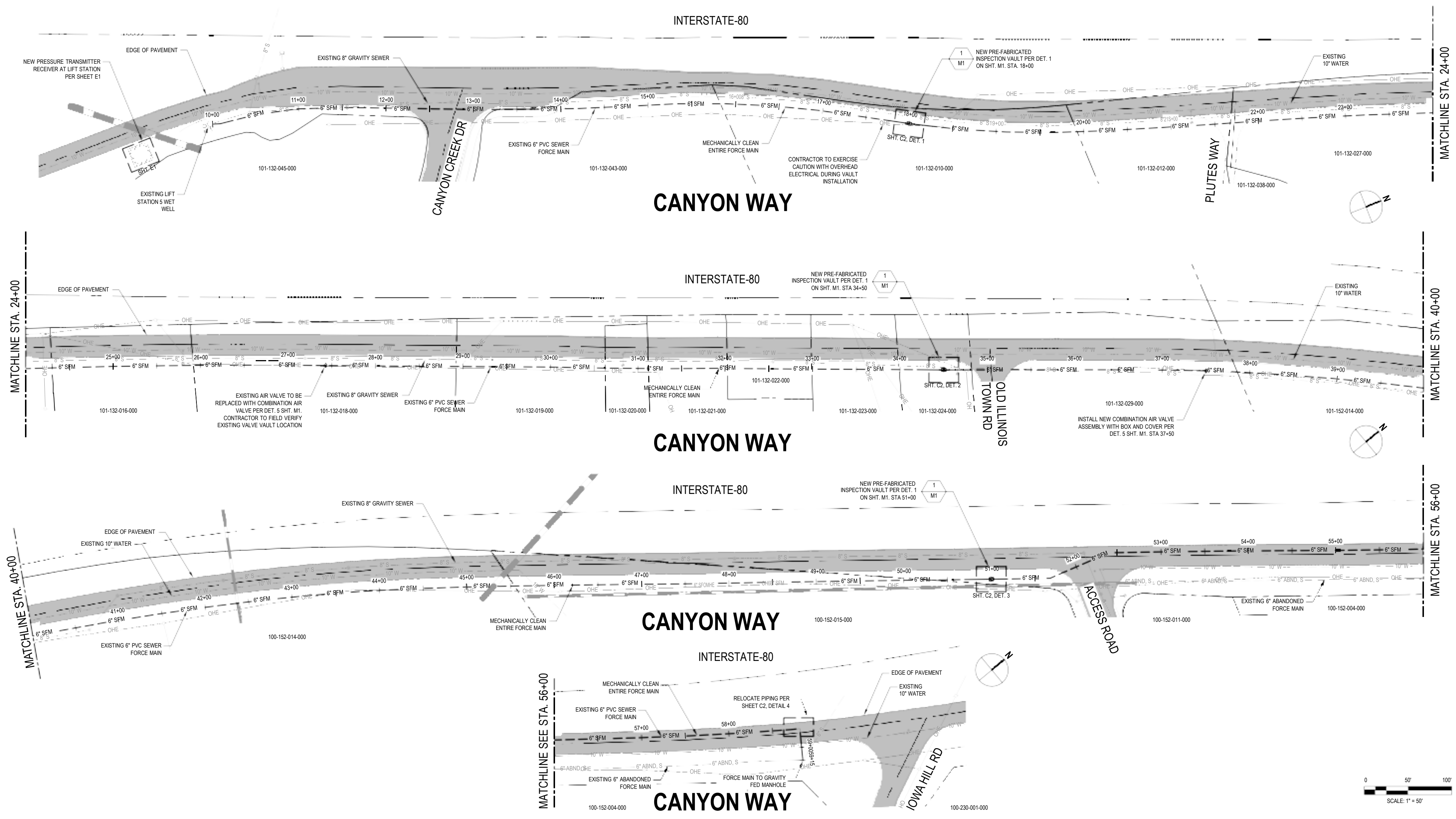
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Client: CITY OF COLFAX
Project: LIFT STATION 5 FORCE MAIN IMPROVEMENTS
Project No.: 11201706
Date: SEPTEMBER 2021
Scale: AS SHOWN

Title: NOTES, LEGEND, AND ABBREVIATIONS
Sheet No.: G2
Sheet: 2 of 8



No.	Issue	Author	PE	Drafting Check	SD	Checked	Approved	Date
	Designer	SD		Design Check	FG	Project Manager	CR	
				Project Director	LW			



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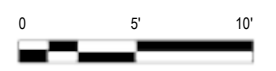
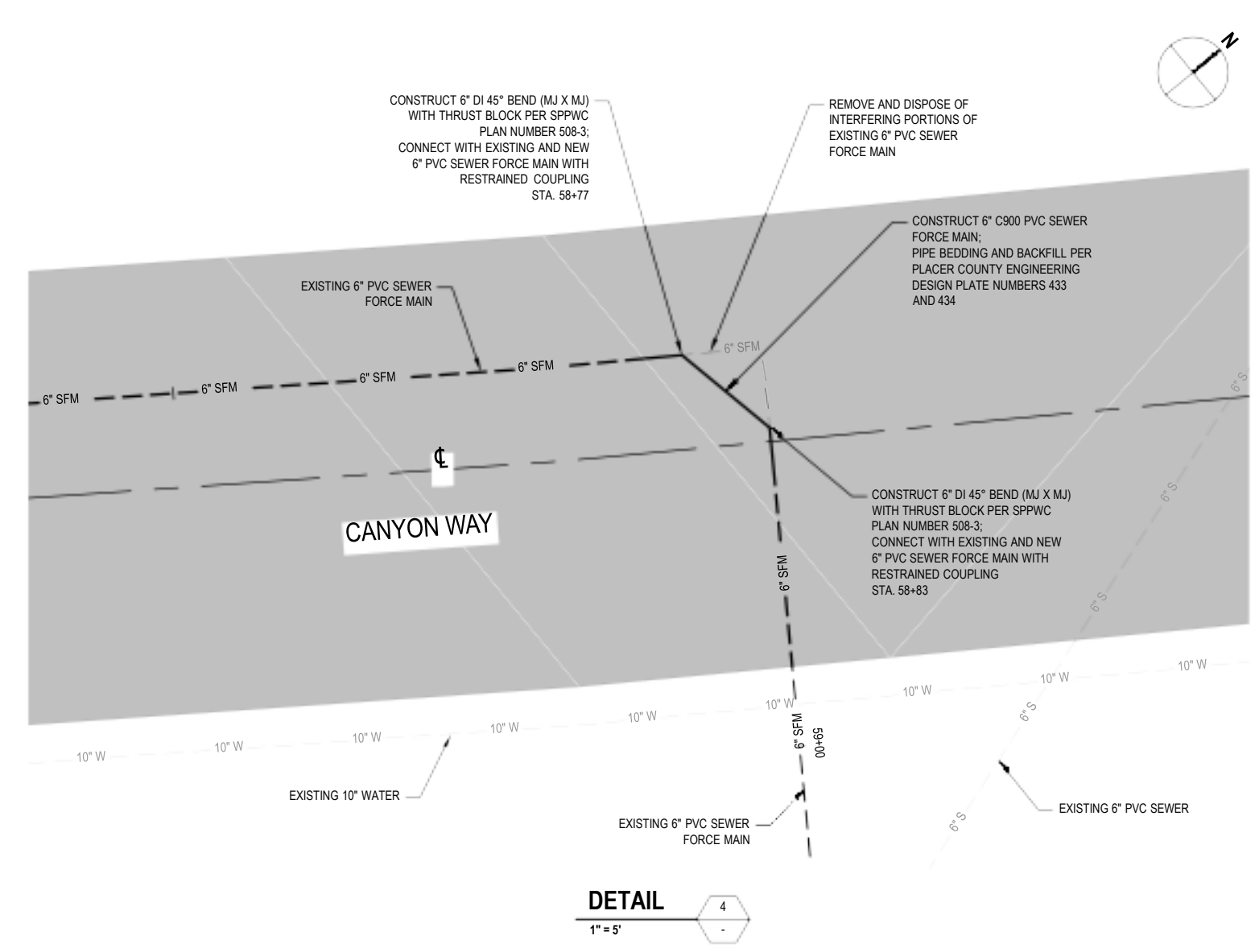
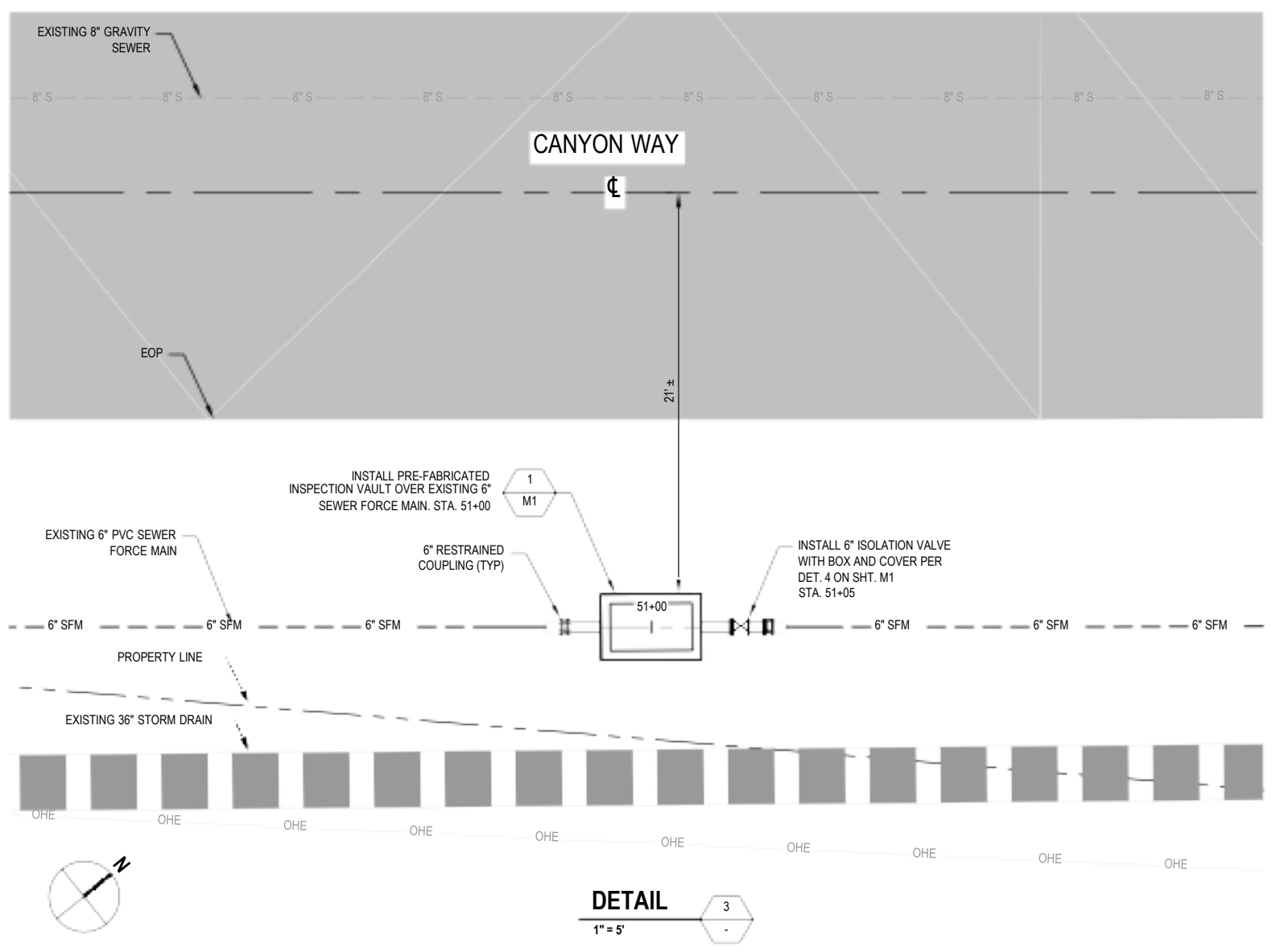
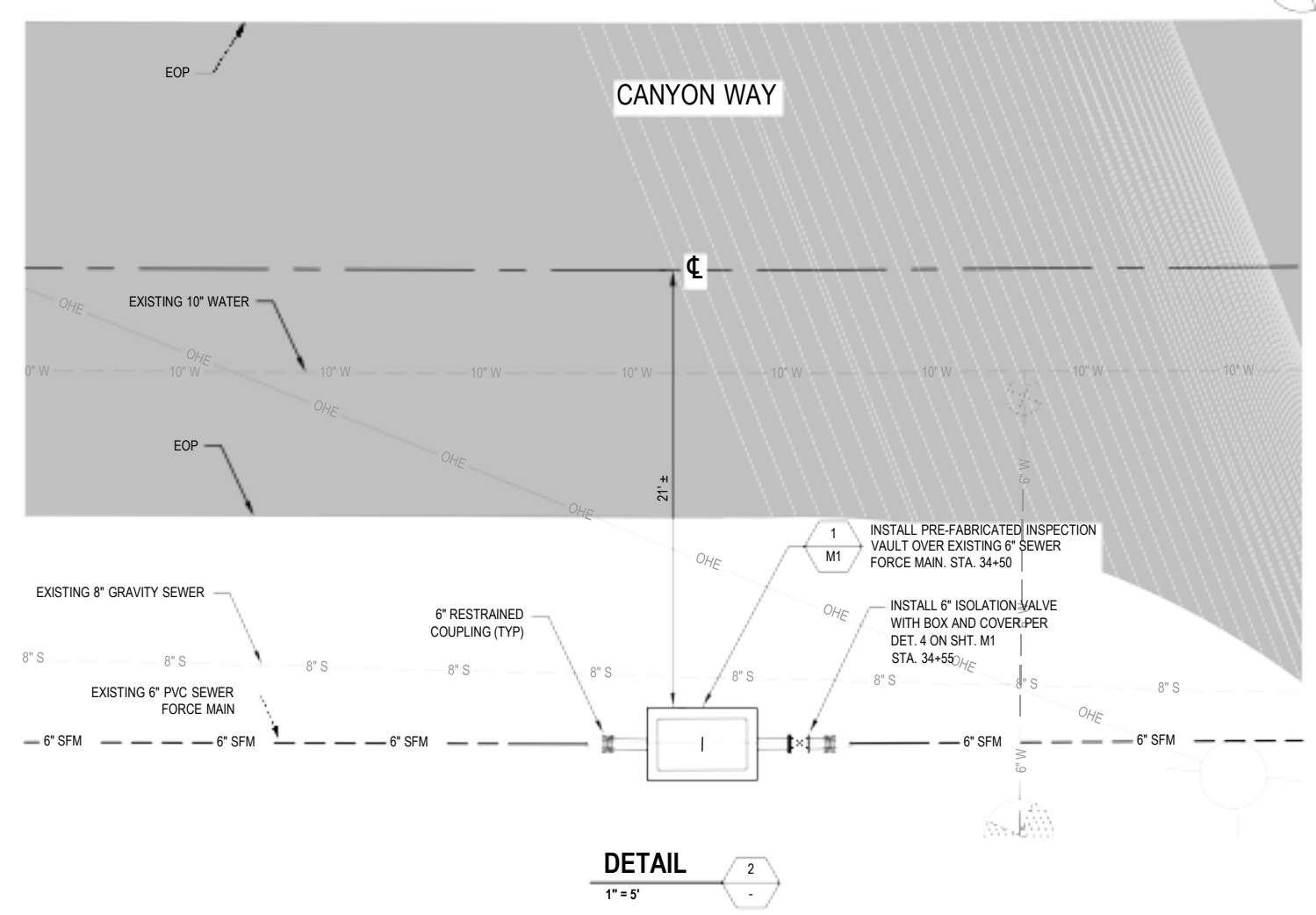
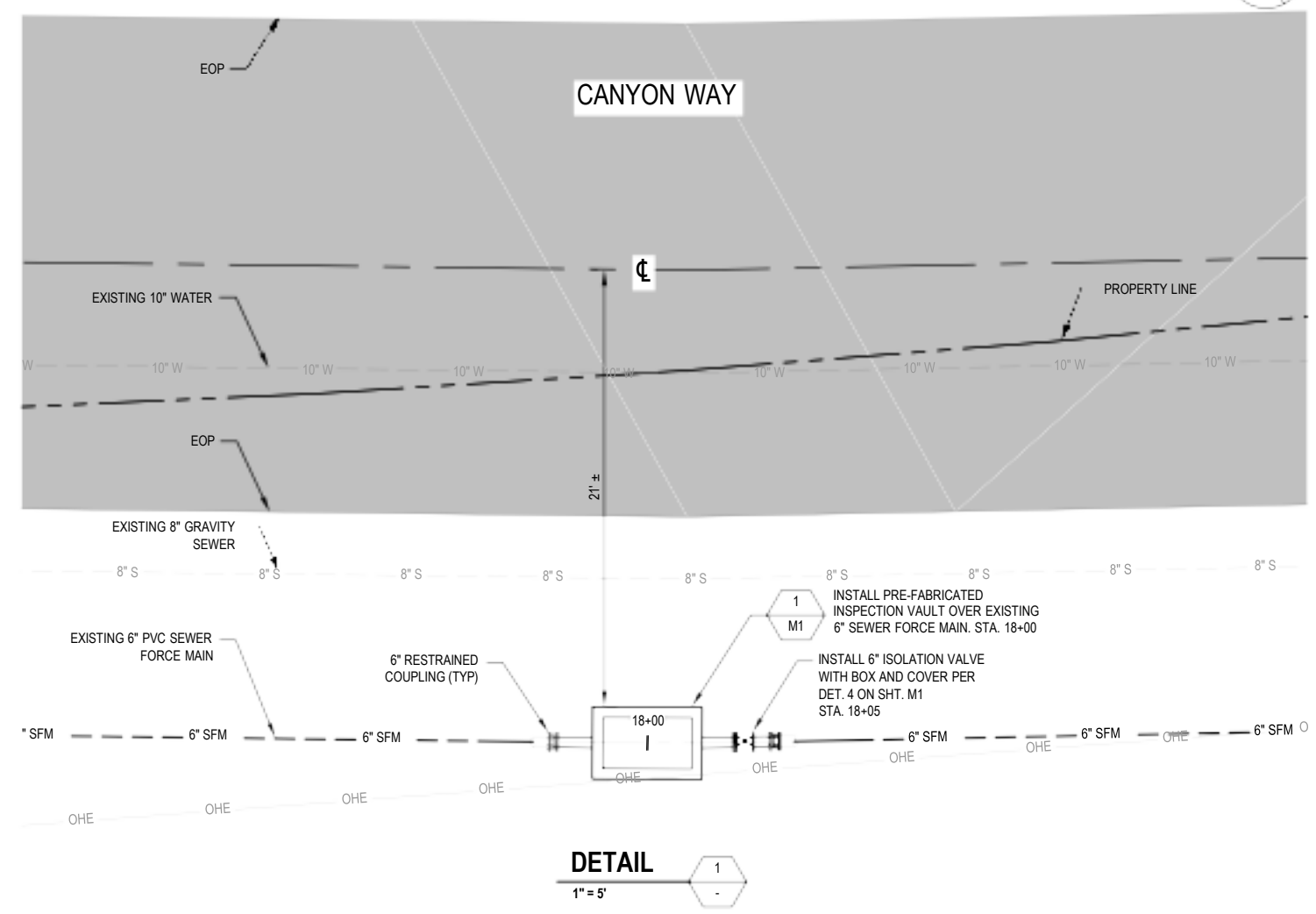
Client **CITY OF COLFAX**  
Project **LIFT STATION 5 FORCE MAIN IMPROVEMENTS**  
Title **INSPECTION VAULT LOCATION PLAN**  
No. **11201706**  
Date **SEPTEMBER 2021**  
Scale **AS SHOWN**

Sheet No. **C1**  
Sheet **3 of 8**  
Size **ARCH D**



**SHEET GENERAL NOTES**

- EXISTING SEWER FORCE MAIN TO BE MECHANICALLY CLEANED FOLLOWING VAULT INSTALLATION. CLEANING SHALL BE PER THE PROJECT SPECIFICATIONS.
- ISOLATION VALVES ARE TO BE INSTALLED IN ACCORDANCE TO SPECIFICATION SECTION 1512.
- 3'-6" x 5'-4" PRE-FABRICATED VAULT BY JENSEN PRECAST OR APPROVED EQUAL. VAULT COVER SHALL BE RATED FOR H-20. TRENCHING AND BACKFILL SHALL BE IN ACCORDANCE WITH DET. 3 ON SHT. M1.
- CONTRACTOR TO VERIFY FIELD DIMENSIONS AND EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION.



No.	Issue	Author	Checked	Approved	Date
1	Issue	PE	SD	CR	
2	Design	SD	FG	LW	

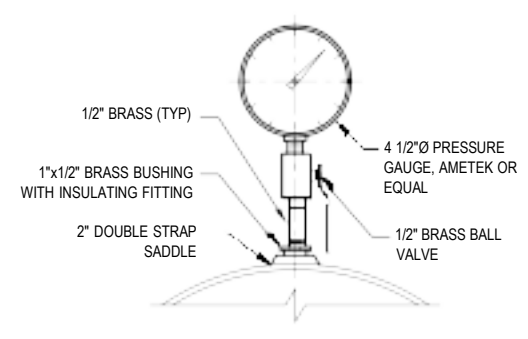
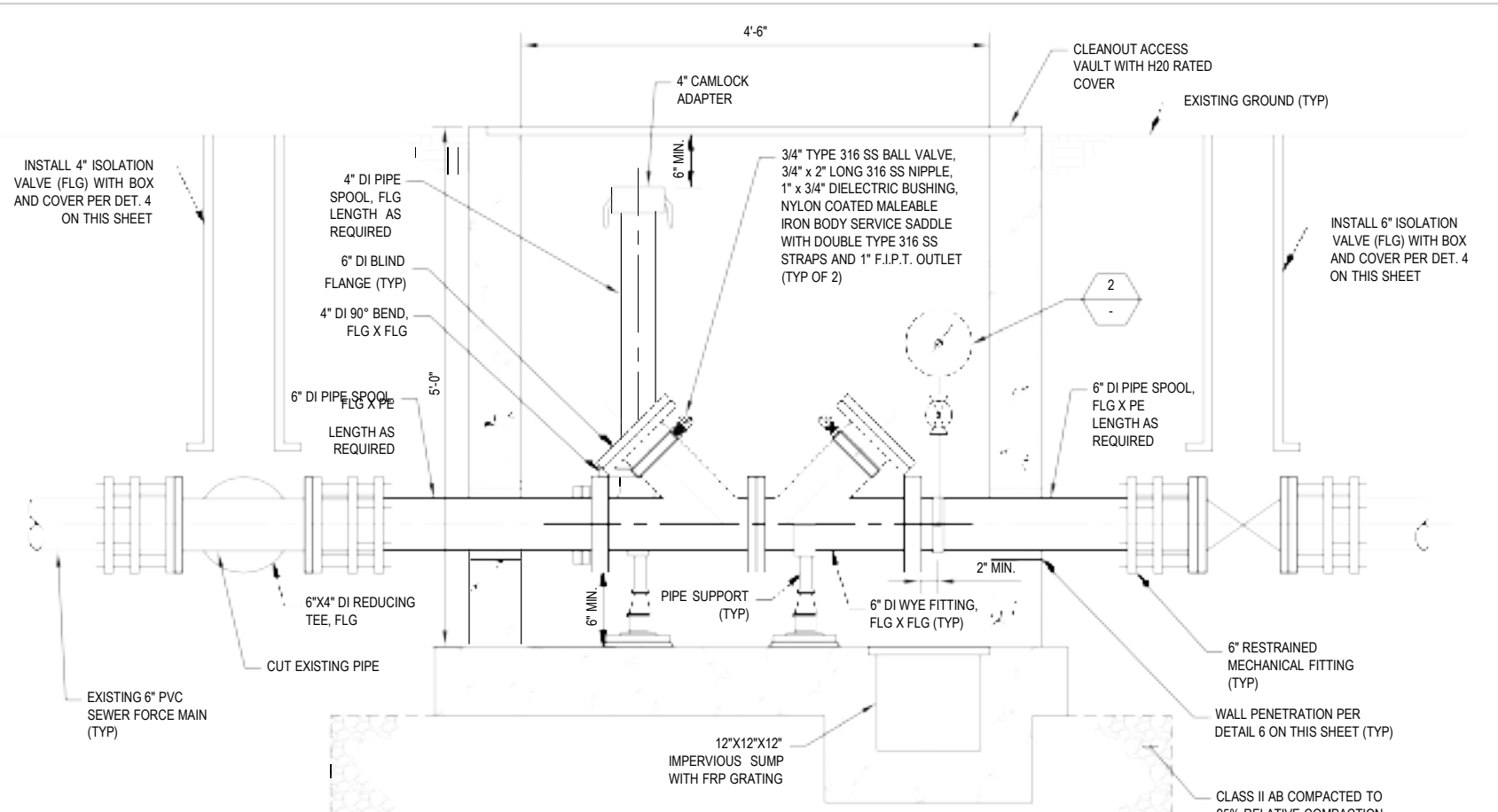
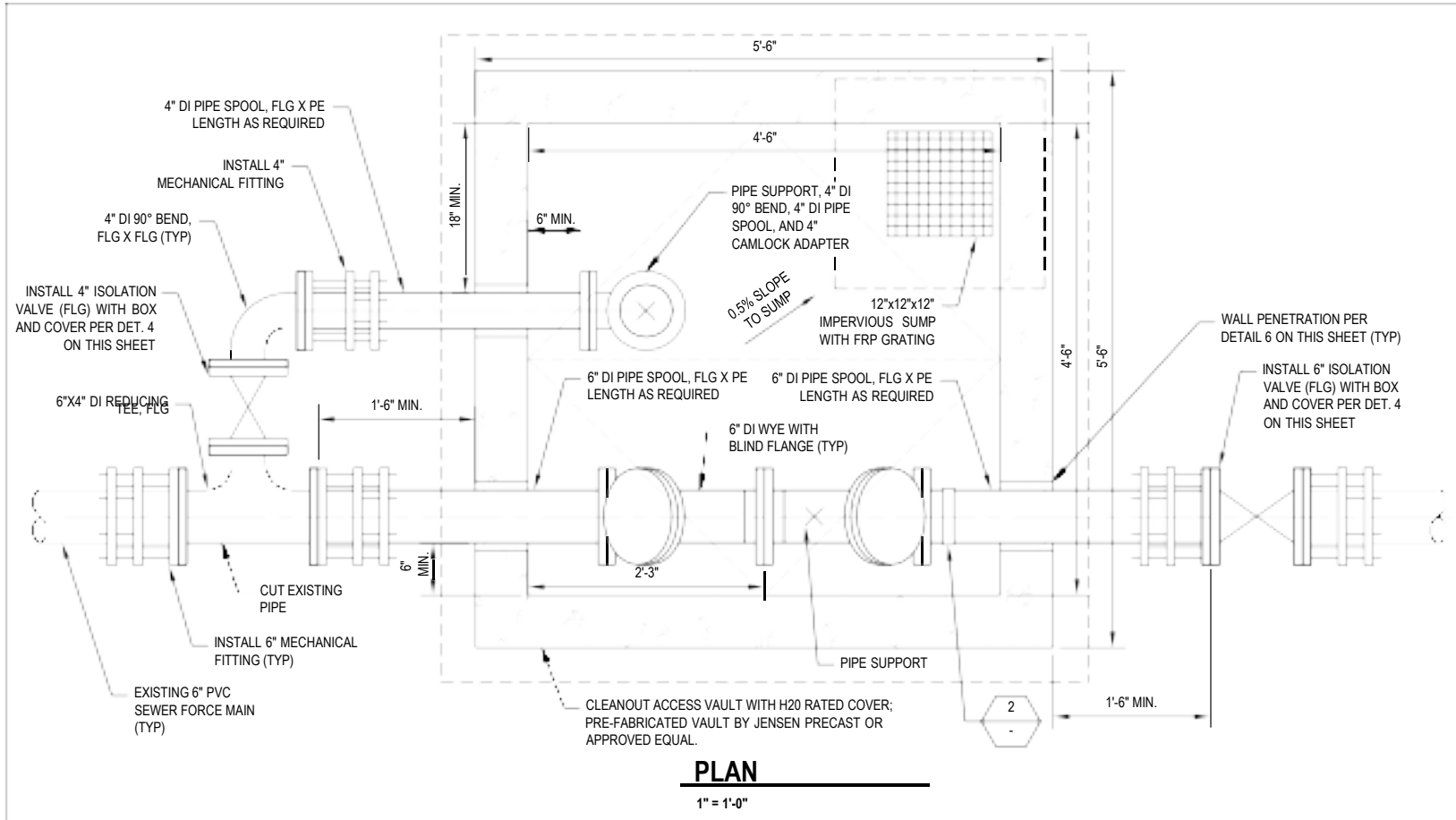


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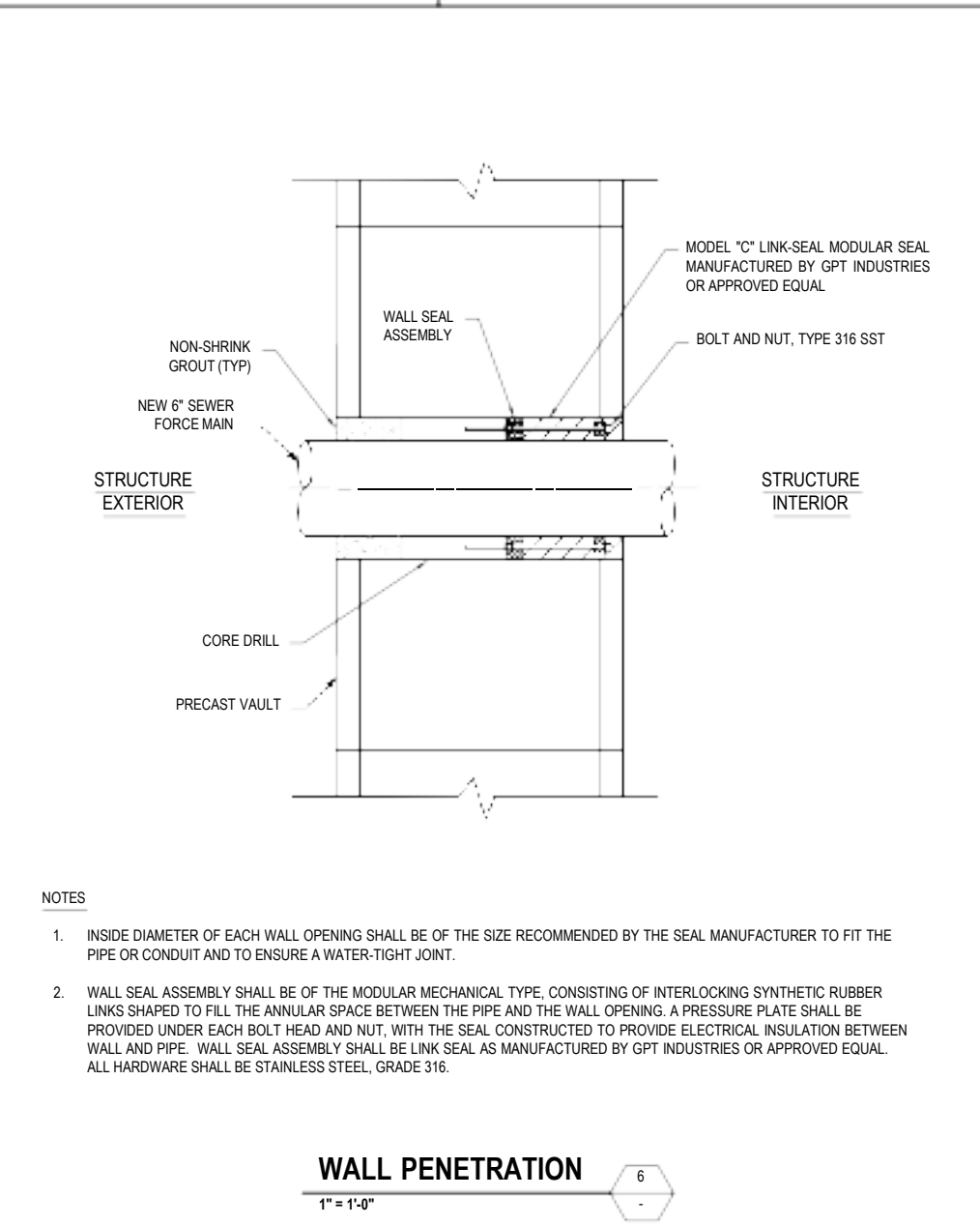
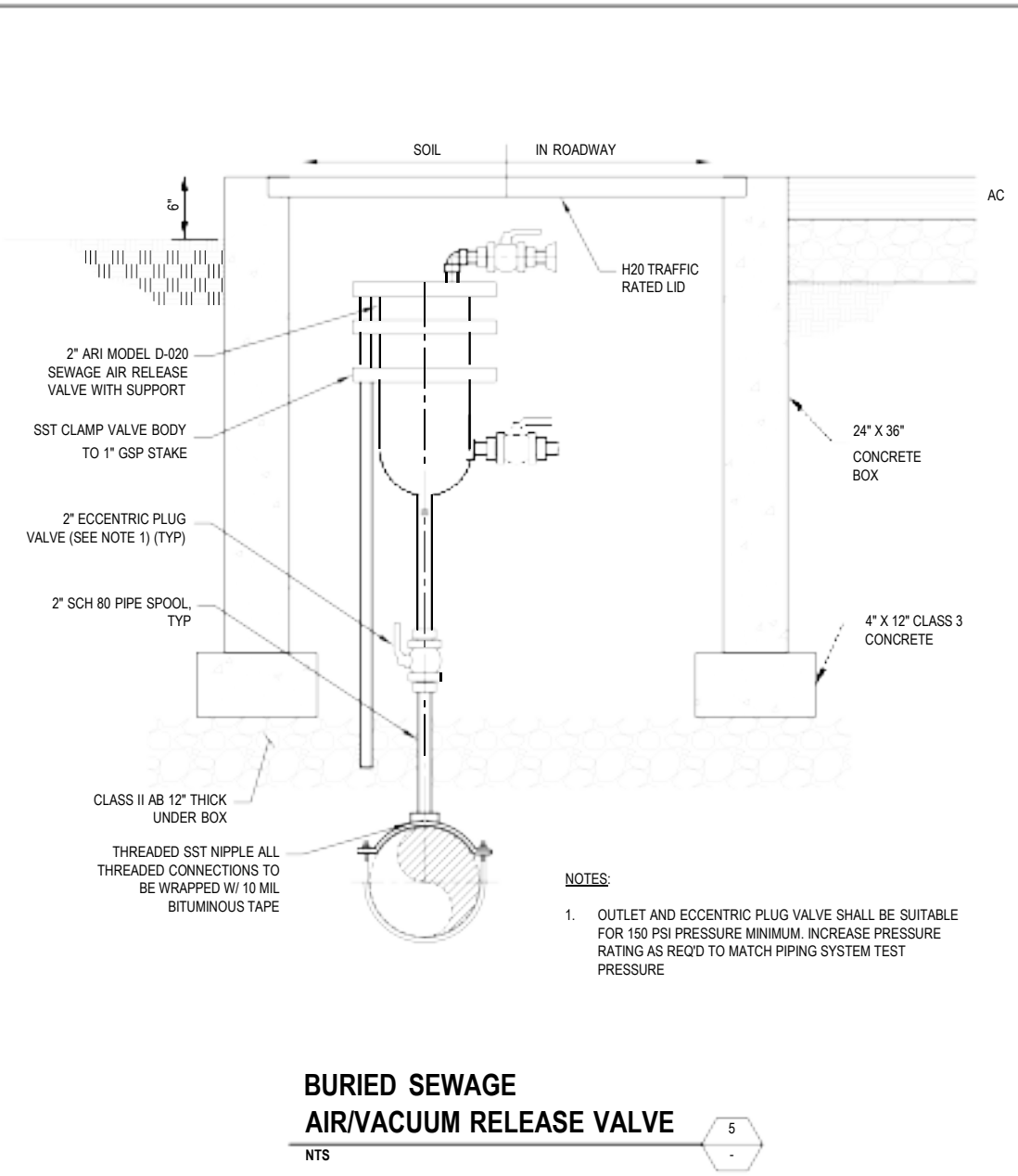
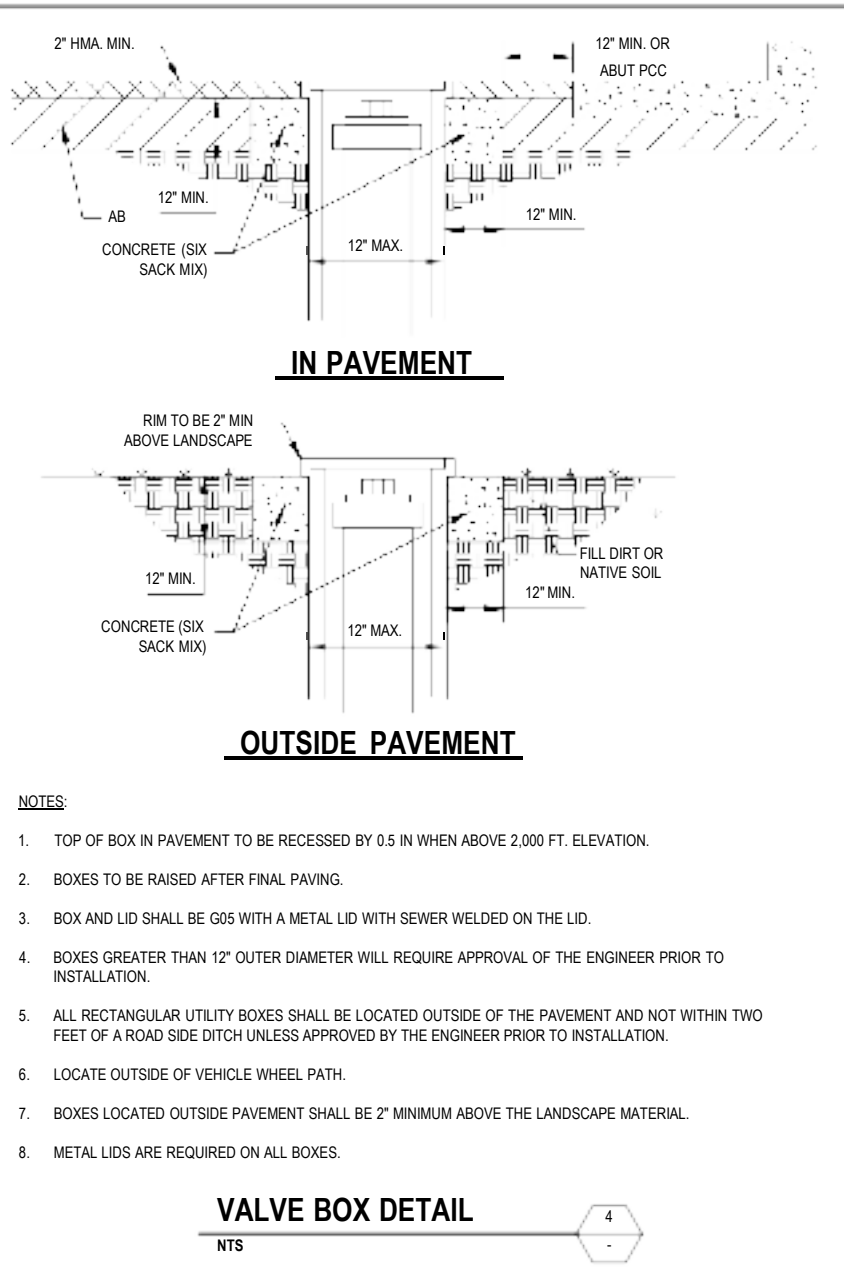
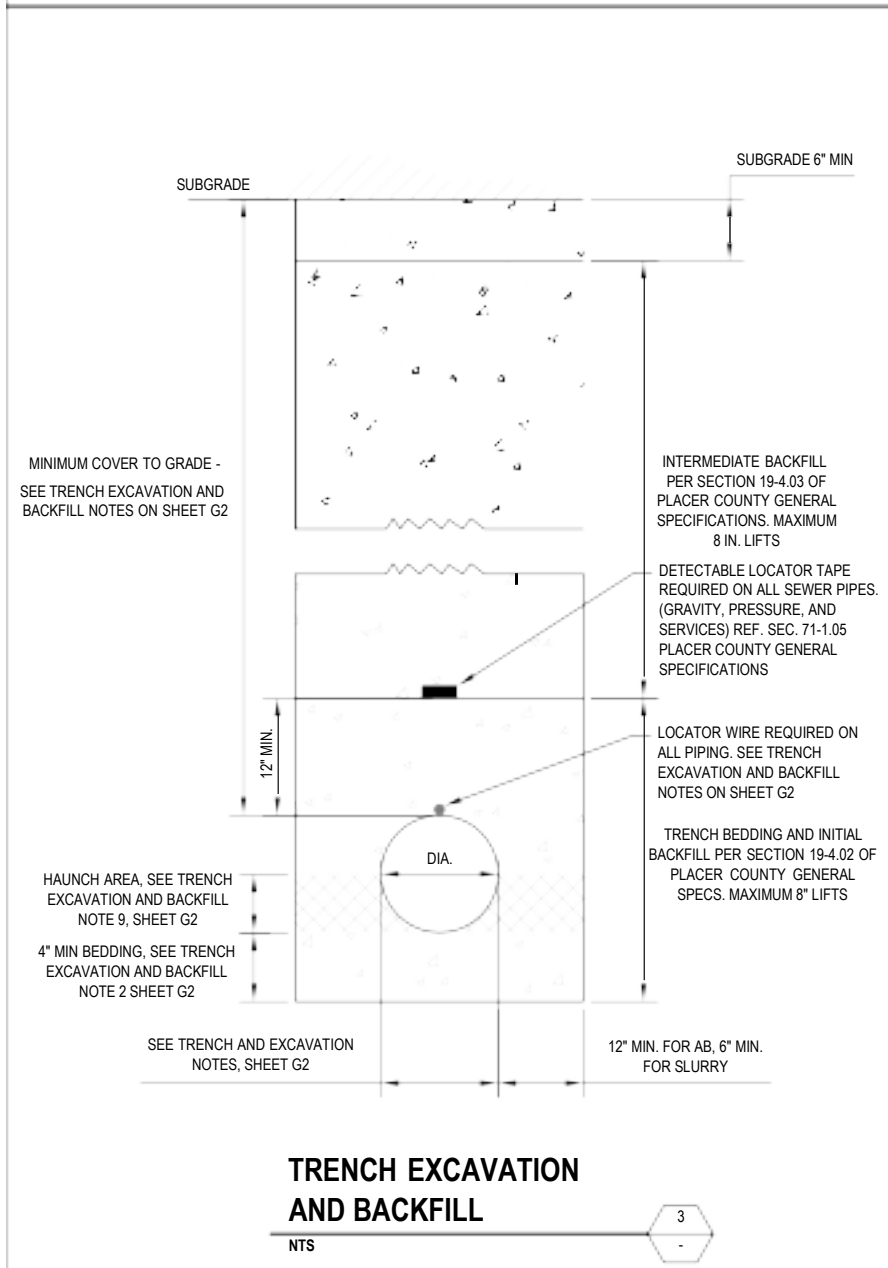


Client **CITY OF COLFAX**  
Project **LIFT STATION 5 FORCE MAIN IMPROVEMENTS**  
Project No. **11201706**  
Date **SEPTEMBER 2021**  
Scale **AS SHOWN**

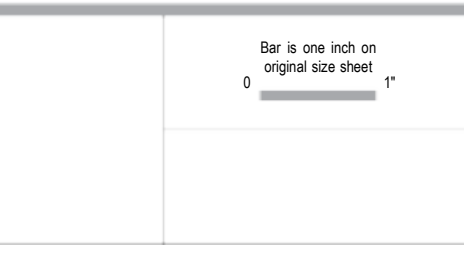
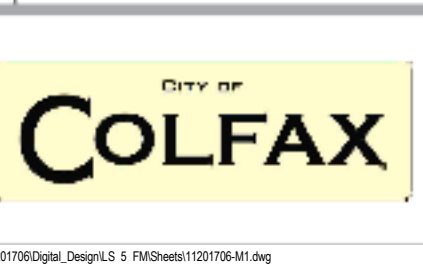
Title **EXISTING 6" FORCE MAIN AND INSPECTION VAULT DETAIL PLAN**  
Sheet No. **C2**  
Sheet **4 of 8**



- NOTES:**
- FOR S.S., GALV., AND PVC 2 1/2" AND SMALLER, USE A BUSHING IN A TEE.
  - MAX. INDICATING RANGE ON SCALE SHALL NOT EXCEED 2X OF NORMAL MAX OPERATION PRESSURE.
  - CONTRACTOR SHALL COORDINATE WITH CITY INSPECTOR TO POSITION GAUGE SO THAT IT DOES NOT INTERFERE WITH CCTV EQUIPMENT ACCESS.



No.	Issue	Checked	Approved	Date	
Author	PE	Drafting Check	SD	Project Manager	CR
Designer	SD	Design Check	FG	Project Director	LW



**GHD**  
 GHD Inc.  
 943 Reserve Drive, Suite 100  
 Roseville California 95678 USA  
 T 1 916 782 8688

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Client **CITY OF COLFAX**

Project **LIFT STATION 5 FORCE MAIN IMPROVEMENTS**

Project No. **11201706**

Date **SEPTEMBER 2021**

Scale **AS SHOWN**

Title **DETAILS**

Size **ARCH D**

Sheet No. **M1**

Sheet **5 of 8**





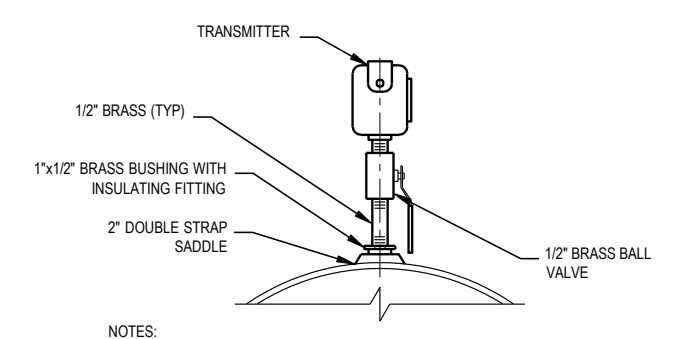


**SHEET KEYNOTES**

1. PROVIDE INTRINSICALLY SAFE RELAY IN JUNCTION BOX.



**CP-LS-5 CONTROL PANEL**  
NTS



- NOTES:
1. FOR S.S., GALV., AND PVC 2 1/2" AND SMALLER.
  2. MAX. INDICATING RANGE ON SCALE SHALL NOT EXCEED 2X OF NORMAL MAX OPERATION PRESSURE.
  3. ROSEMOUNT 3051S PRESSURE TRANSMITTER OR APPROVED EQUAL.

**PRESSURE TRANSMITTER**  
NTS

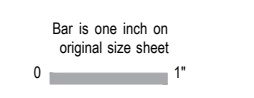
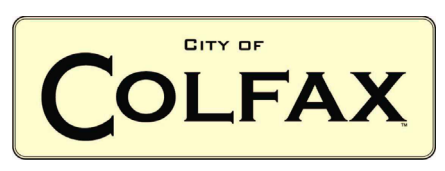


**JUNCTION BOX**  
NTS



**DRY WELL**  
NTS

No.	Issue	Checked	Approved	Date
Author	JH	Drafting Check MM	Project Manager CR	
Designer	JH	Design Check MM	Project Director LW	



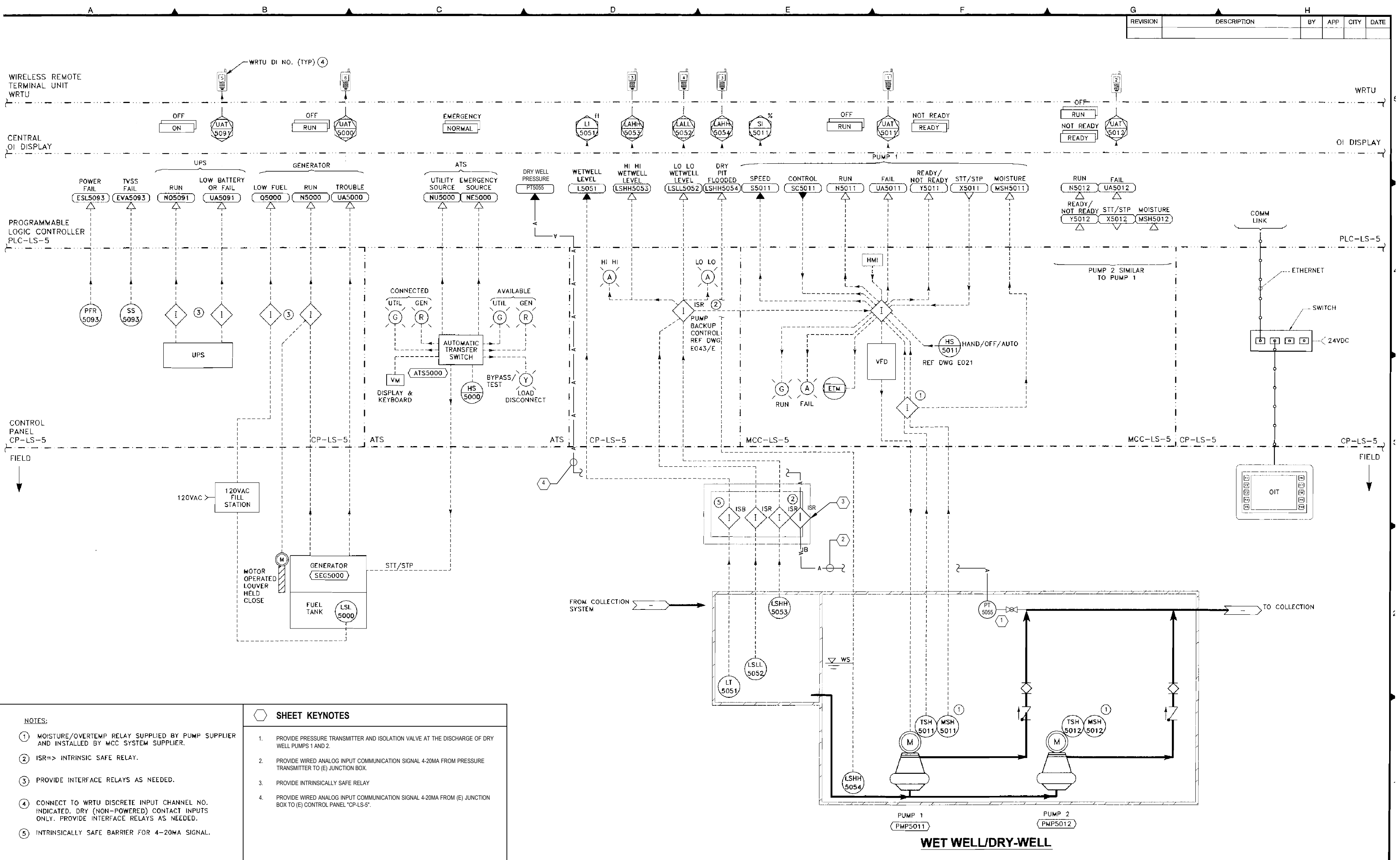
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Client	CITY OF COLFAX
Project	LIFT STATION 5 FORCE MAIN IMPROVEMENTS
Project No.	11201706
Date	SEPTEMBER 2021
Scale	NTS

Title	ELECTRICAL DETAILS
Sheet No.	E2
Sheet	7 of 8





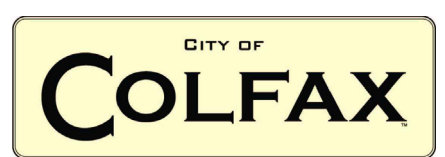
REVISION	DESCRIPTION	BY	APP	CITY	DATE

- NOTES:**
- MOISTURE/OVERTEMP RELAY SUPPLIED BY PUMP SUPPLIER AND INSTALLED BY MCC SYSTEM SUPPLIER.
  - ISR=> INTRINSIC SAFE RELAY.
  - PROVIDE INTERFACE RELAYS AS NEEDED.
  - CONNECT TO WRTU DISCRETE INPUT CHANNEL NO. INDICATED. DRY (NON-POWERED) CONTACT INPUTS ONLY. PROVIDE INTERFACE RELAYS AS NEEDED.
  - INTRINSICALLY SAFE BARRIER FOR 4-20MA SIGNAL.

- SHEET KEYNOTES**
- PROVIDE PRESSURE TRANSMITTER AND ISOLATION VALVE AT THE DISCHARGE OF DRY WELL PUMPS 1 AND 2.
  - PROVIDE WIRED ANALOG INPUT COMMUNICATION SIGNAL 4-20MA FROM PRESSURE TRANSMITTER TO (E) JUNCTION BOX.
  - PROVIDE INTRINSICALLY SAFE RELAY
  - PROVIDE WIRED ANALOG INPUT COMMUNICATION SIGNAL 4-20MA FROM (E) JUNCTION BOX TO (E) CONTROL PANEL "CP-LS-5".

No.	Issue	Checked	Approved	Date

Author JH    Drafting Check MM    Project Manager CR  
 Designer JH    Design Check MM    Project Director LW



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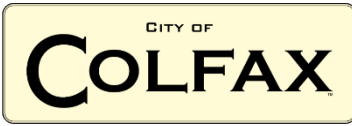
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 943 Reserve Drive, Suite 100  
 Roseville California 95678 USA  
 T 1 916 782 8688



Client **CITY OF COLFAX**  
 Project **LIFT STATION 5 FORCE MAIN IMPROVEMENTS**  
 Project No. **11201706**    Date **SEPTEMBER 2021**    Scale **AS SHOWN**

Title **LIFT STATION 5 P&ID**

Size **ARCH D**



# Staff Report to City Council

## FOR THE OCTOBER 27, 2021 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Shanna Stahl, Administrative Analyst  
**Subject:** Council Chambers Audio System Upgrade

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$14,383	<b>Fund(s):</b> 100
-------------	------------------	-------------------	-------------------------	---------------------

**RECOMMENDED ACTION:** Discuss and consider adopting Resolution \_\_-2021 authorizing the City Manager to execute a contract with Sierra Professional Audio & Video Technologies for a new Council Chamber audio system with an amount not to exceed \$14,383.

### Summary/Background

Placer County donated the current Council Chamber audio system to the City of Colfax. The audio system is dated and considered not sufficient for the Chamber needs. Recent public and Council comments regarding the poor-quality audio have become more frequent.

Staff has solicited proposals from 3 companies to replace the current audio system and Sierra Professional Audio & Video Technologies was the only company that submitted a quote. The bid submitted would provide a whole new audio system for Council Chambers including microphones and training for Staff. The total quote is for \$13,076 with a 10% contingency of \$1,307 bringing the not to exceed amount to \$14,383.

### FISCAL IMPACT:

The project is funded by Fund 100 for an amount not to exceed \$14,383

### Attachments

1. Resolution\_\_-2021
2. Sierra Professional Audio & Video Technologies Agreement
3. Sierra Professional Audio & Video Technologies Quote Exhibit A



# City of Colfax

## City Council

Resolution No. \_\_-2021

---

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SIERRA PROFESSIONAL AUDIO & VIDEO TECHNOLOGIES FOR A NEW COUNCIL CHAMBER AUDIO SYSTEM WITH AN AMOUNT NOT TO EXCEED \$14,383

---

**WHEREAS,** The current Council Chamber audio system is dated and considered not sufficient for the Chamber needs; and,

**WHEREAS,** Public and Council comments regarding the poor-quality audio have become more frequent; and,

**WHEREAS,** Staff solicited bids from 3 companies to replace the current audio system and Sierra Professional Audio & Video Technologies was the only company that submitted a quote.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax authorizes the City Manager to execute a contract with Sierra Professional Audio & Video Technologies for a new Council Chamber audio system for \$13,076 with a 10% contingency making the not to exceed amount \$14,383.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 27th of October 2021 by the following vote of the Council:

- AYES:**
- NOES:**
- ABSTAIN:**
- ABSENT:**

**ATTEST:**

---

**Marguerite Bailey, City Clerk**

---

**Sean Lomen, Mayor**

## **AGREEMENT FOR CONTRACT SERVICES**

THIS AGREEMENT is made and entered into on this **28<sup>th</sup> day of October, 2021** by and between the City of Colfax, a municipal corporation of the State of California (“City”) and **Sierra Professional Audio & Video Technologies**. (“Contractor”).

### **RECITALS**

A. The City desires to retain Contractor to provide the Services set forth in detail in Exhibit A hereto (the “Services”) subject to the terms and conditions of this Agreement.

B. Contractor is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants, promises and conditions set forth in this Agreement, the City and Contractor agree as follows:

#### **Section 1. Services.**

Subject to the terms and conditions set forth in this Agreement, Contractor shall furnish and perform all of the Services described in detail in Exhibit A hereto and incorporated herein by this reference (the “Services”) to the satisfaction of the City. Contractor shall not perform any work exceeding the scope of the Services described in Exhibit A without prior written authorization from the City.

#### **Section 2. Time of Completion.**

Contractor’s schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Contractor shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. Performance of the Services shall progress and conclude in accordance with the schedule set forth in Exhibit A. During the performance of the Services, Contractor shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

#### **Section 3. Compensation.**

A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Contractor shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges for the Services for the month invoiced. As long as the Contractor performs the Services to the satisfaction of the City, the City shall pay the Contractor an all inclusive compensation that shall not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change

order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Contractor no later than thirty (30) days after approval of the monthly invoice by City's staff.

B. The Contractor's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Contractor and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits.

C. The City shall have the right to receive, upon request, documentation substantiating charges billed to the City pursuant to this Agreement. The City shall have the right to perform an audit of the Contractor's relevant records pertaining to the charges.

D. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

#### **Section 4. Professional Ability; Standard of Quality.**

City has relied upon the professional training and ability of Contractor to perform the Services described in Exhibit A as a material inducement to enter into this Agreement. Contractor shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All Services performed by Contractor under this Agreement shall be in a skillful, workmanlike manner in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

#### **Section 5. Indemnification.**

Contractor shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Contractor and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Contractor who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers

#### **Section 6. Insurance.**

Without limiting Contractor's indemnification obligations provided for above, Contractor shall take out before beginning performance of the Services and maintain at all times during the life of this Agreement the following policies of insurance with insurers possessing a Best rating of not less than A. Contractor shall not allow any subcontractor, professional or otherwise, to commence work on any subcontract until all insurance required of the Contractor has also been obtained by the subcontractor.

- A. Workers' Compensation Coverage. Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Contractor may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Contractor shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.
- B. General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Contractor and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.
- C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.
- D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:
1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Contractor.
  2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
  3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.

4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
  5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, Contractor shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.
- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Contractor shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Contractor should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.
- H. Termination of Insurance. If the City receives notification that Contractor's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Contractor does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Contractor for Services rendered under the terms of this Agreement.

### **Section 7. Subcontracts.**

Contractor may not subcontract any portion of the Services without the written authorization of City. If City consents to a subcontract, Contractor shall be fully responsible to the City and third parties for all acts or omissions of the subcontractor to which the Services or any portion thereof are subcontracted. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor, nor shall it create any obligation on the part of the City to pay or cause the payment of any monies due to any such subcontractor except as otherwise is required by law.

**Section 8. Assignment.**

Contractor shall not assign any right or obligation under this Agreement without the City's prior written consent. Any attempted assignment of any right or obligation under this Agreement without the City's prior written consent shall be void.

**Section 9. Entire Agreement.**

This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

**Section 10. Jurisdiction.**

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction over any litigation arising from this Agreement shall be in the Superior Court of the State of California with venue in Placer County, California.

**Section 11. Suspension of Services.**

Upon written request by Contractor, City may suspend, in writing, all or any portion of the Services if unforeseen circumstances beyond the control of the City and Contractor make normal progress of the Services impossible, impractical or infeasible. Upon written City approval to suspend performance of the Services, the time for completion of the Services shall be extended by the number of days performance of the Services is suspended.

**Section 12. Termination of Services.**

City may at any time, at its sole discretion, terminate all or any portion of the Services and this Agreement upon seven (7) days written notice to Contractor. Upon receipt of notice of termination, Contractor shall stop performance of the Services at the stage directed by City. Contractor shall be entitled to payment within thirty (30) days for Services performed up to the date of receipt of the written notice of termination. Contractor shall not be entitled to payment for any Services performed after the receipt of the notice of termination unless such payment is authorized in advance in writing by the City.

Should Contractor fail to perform any of the obligations required of Contractor within the time and in the manner provided for under the terms of this Agreement, or should Contractor violate any of the terms and conditions of this Agreement, City may terminate this Agreement by providing Contractor with seven (7) days written notice of such termination. The Contractor shall be compensated for all Services performed prior to the date of receipt of the notice of termination. However, the City may deduct from the compensation which may be owed to Contractor the amount of damage sustained or estimated by City resulting from Contractor's breach of this Agreement.

Contractor's obligations pursuant to Sections 5 and 6 of this Agreement shall survive termination, and continue in effect for as long as necessary to fulfill the purposes of Sections 5 and 6.

### **Section 13. Independent Contractor.**

Contractor shall in all respects be an independent contractor and not an agent or employee of City. Contractor has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Contractor shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Contractor receive holiday pay, sick leave, administrative leave or pay for any other time not actually expended in the performance of the Services. It is intended by the parties that Contractor shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Contractor shall submit completed W-9 and Report of Independent Contractor forms upon execution of this Agreement and prior to the payment of any compensation hereunder.

### **Section 14. Ownership of Documents.**

Within thirty (30) days after the Contractor substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Contractor shall deliver to the City all files, records, materials and documents drafted or prepared by Contractor's in the performance of the Services. It is expressly understood and agreed that all such files, records, materials and documents are the property of the City and not the property of the Contractor. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Contractor for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Contractor may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Contractor.

### **Section 15. Changes and/or Extra Work.**

Only the City Council may authorize extra and/or changed Services, modification of the time of completion of the Services, or additional compensation for the tasks to be performed by Contractor. Contractor expressly recognizes that other City personnel are without authorization to order extra and/or changed Services or to obligate the City to the payment of additional compensation. The failure of Contractor to secure the prior written authorization for such extra and/or changed Services shall constitute a waiver of any and all right to adjustment in the contract price due to such unauthorized Services, and Contractor thereafter shall not be entitled to any compensation whatsoever for the performance of such extra or changed Services. In the event Contractor and City agree that extra and/or changed Services are required, or that additional compensation shall be awarded to Contractor for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the

Contractor and the necessary City officials before the extra and/or changed Services are provided.

**Section 16. Compliance with Federal, State and Local Laws.**

Contractor shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations affecting the Services, including without limitation laws requiring licensing and prohibiting discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases. City shall not be responsible or liable for Contractor's failure to comply with applicable laws, statutes, ordinances, rules or regulations.

**Section 17. Retention of Records.**

Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to the Services, and Contractor shall make such documents available for review and/or audit by City and City's representatives at all reasonable times during performance of the Services and for at least four (4) years after completion of the Services and/or termination of this Agreement.

**Section 18. Alternative Dispute Resolution**

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.
- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the





If to Contractor:

Sierra Professional Audio & Video Technologies  
2330 Cantalier Street  
Sacramento, CA 95815-3045

**Section 23. Execution.**

This Agreement may be executed in original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one original counterpart is signed by both parties hereto. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**Section 24. Successors.** This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

**Section 25. Attorney's Fees.** If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written:

CITY

CONTRACTOR

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Printed Name\_\_\_\_\_

Printed Name\_\_\_\_\_

Title\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# Sierra Professional Audio & Video Technologies

2330 Cantalier Street  
Sacramento, CA 95815-3045

## Quote

Date	Estimate #
9/24/2021	239

Name / Address
City of Colfax Shanna Stahl 33 South Main Street Colfax, CA 95713

Project
P.O. Box 702 Colfax, CA 95713 USA Attn: Shanna Stahl

Pmt. Method	Terms	Personnel	Venue	Set Date	Strike Date
Item	Description	Qty	Cost	Total	
	SOUND SYSTEM UPGRADE: CITY COUNCIL CHAMBER				
	COMPONENTS & ACCESSORIES:				
Components	Furman Merit Series M-8X2 Power Conditioner	1	132.50	132.50T	
Components	Behringer X32 Rack Rackmount Digital Mixer	1	1,379.99	1,379.99T	
Components	OPTION: Samsung Galaxy Tab-A 10.4" Android Tablet for Remote Mixer Control	0	259.99	0.00T	
Components	OPTION: Basic Router to Accommodate Tablet Connection to Mixer	0	189.99	0.00T	
Components	Rolls RA163 Distribution Amplifier	1	178.57	178.57T	
Accessories	Ugreen USB External Sound Card	1	22.78	22.78T	
Accessories	Rapco LTIGLBLOX Laptop Direct Injection Box	2	59.99	119.98T	
Components	Listen Technologies iDSP Prime Level III Stationary RF System (216 MHz)	1	2,149.00	2,149.00T	
Components	QSC SPA2-100 2Ch 60W RMS Energy Star-Compliant Commercial Amplifier	1	735.00	735.00T	
Components	Shure MX418D/C   Cardioid Microflex Desktop Gooseneck Condenser Microphone with Base and Cable	9	299.99	2,699.91T	
Components	Shure SLXD24D/SM58 Dual-Channel Digital Wireless Handheld Microphone System with SM58 Capsules and Rack Mounting Hardware	1	1,387.00	1,387.00T	
Accessories	Shure SB903 Lithium-Ion Battery for SLX-D Transmitter	2	52.78	105.56T	
Accessories	Shure SBC203-US Dual Docking Station for SLX-D Transmitters and SB903 Battery	1	132.22	132.22T	
<b>Total</b>					

Phone #	E-mail
(916) 337-7712	rjohnson@sierraproav.com

# Sierra Professional Audio & Video Technologies

2330 Cantalier Street  
Sacramento, CA 95815-3045

## Quote

Date	Estimate #
9/24/2021	239

Name / Address
City of Colfax Shanna Stahl 33 South Main Street Colfax, CA 95713

Project
P.O. Box 702 Colfax, CA 95713 USA Attn: Shanna Stahl

Pmt. Method	Terms	Personnel	Venue	Set Date	Strike Date
Item	Description	Qty	Cost	Total	
Parts	HARDWARE, ETC: 1U Security Cover	1	55.88	55.88T	
Parts	3U Keyed Security Cover	1	89.99	89.99T	
Parts	Blank Rack Panel Covers	1	132.00	132.00T	
Parts	6U Locking Rack Drawer	1	132.22	132.22T	
Parts	Large Wire Cable Grommet	7	14.99	104.93T	
Parts	Rack Screws W/washers (Pk)	1	22.50	22.50T	
Cabling	All Cabling, Connectors, Adapters, etc. Est. (Capped at +25%)	1	375.00	375.00T	
Commercial Systeme...	LABOR: Commercial System Configuration - Hourly Rate - System Design, Specification of Components, Accessories, Wiring, Adapters, etc.	3	125.00	375.00	
Commercial Systeme...	Commercial System Configuration - Hourly Rate - Equipment Acquisition - (Date & Times TBA - Capped at 2Hrs)	2	125.00	250.00	
Commercial Systeme...	Commercial System Configuration - Hourly Rate - System Building - Equipment Rack Physical Configuration and Wiring (Date & Times TBA - Capped at 8 Hrs)	8	125.00	1,000.00	
Commercial Systeme...	Commercial System Configuration - Hourly Rate - System Programming & Tuning - (Date & Times TBA - Capped at 3Hrs)	3	125.00	375.00	
<b>Total</b>					

Phone #	E-mail
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## Quote

Date	Estimate #
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Name / Address
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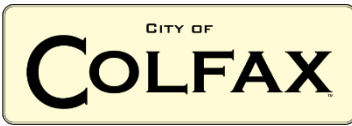
Project
P.O. Box 702 Colfax, CA 95713 USA Attn: Shanna Stahl

Pmt. Method	Terms	Personnel	Venue	Set Date	Strike Date

Item	Description	Qty	Cost	Total
Consultation / Sys...	Remote Consultation - Hourly rate - System Operation Training - (Date & Times TBA - Capped at 2Hrs)  NOTE: Installation support to be performed by City of Colfax personnel under the direction of Sierra Pro AV: 1) Install additional under-floor signal and data wiring to Clerk's Station and Podium 2) Reposition wall-mounted loudspeakers 3) Remove (7) old mic switches/connector sockets and replace with large cable grommets in the Dias 4) Install cable grommets (if necessary) in the Podium and Clerk's Station  NOTE: Deposit required previous to purchase of equipment & accessories Sales Tax	2	125.00	250.00
			8.75%	871.07
			<b>Total</b>	\$13,076.10

Signature \_\_\_\_\_

Phone #	E-mail
(916) 337-7712	rjohnson@sierraproav.com



# Staff Report to City Council

## FOR THE OCTOBER 27, 2021 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
**Subject:** Poultry Ad hoc Committee

*Budget Impact Overview:*

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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**RECOMMENDED ACTION:** Discuss and consider establishing an Ad hoc Committee for establishing residential chicken regulations.

### Summary/Background

At the October 13, 2021 City Council meeting, Councilmember Fatula introduced the concept of adopting an ordinance specific to chickens to assist with SB 1383 compliance during the Good of the Order. Council directed staff to bring the item forward for consideration at the October 27, 2021 City Council meeting. Small animals including chickens are currently regulated under CMC 6.20.020 established by Ordinance 519 in 2012.

Staff is recommending Council consider appointing two members of the body to work with staff in establishing an ordinance specific to chickens on residential parcels.

### Fiscal Impacts

N/A

### Attachments:

1. N/A