



# CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

MAYOR STEVE HARVEY • MAYOR PRO TEM TONY HESCH  
COUNCILMEMBERS KIM DOUGLASS • MARNIE MENDOZA • WILL STOCKWIN



---

## REGULAR MEETING AGENDA

August 9, 2017

Closed Session 6:00 PM

Regular Session 7:00 PM

---

### 1. CALL TO ORDER

---

- 1A. Call Meeting to Order
- 1B. Roll Call
- 1C. Public Comment on Closed Session Item
- 1D. Closed Session
  - 1) Conference with real property negotiators pursuant to Government Code Section 54956.8.  
Property: Placer County Assessor's Parcel #s 006-066-027-000 and 006-066-028-000.  
City negotiator: Interim City Manager Wes Heathcock  
Negotiating parties: Edward F. Marson, Scott Miles  
Under negotiation: price and terms of payment
  - 2) Public employee dismissal pursuant to Government Code Section 54957.

### 2. CALL TO ORDER

---

- 2A. Call Open Session to Order
- 2B. Report from Closed Session
- 2C. Pledge of Allegiance
- 2D. Roll Call
- 2E. 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. CONSENT CALENDAR

---

*Matters on the Consent Agenda 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

- 3A. Minutes – Regular Meeting July 26, 2017  
**Recommendation:** Approve the Minutes of the Regular Meeting of July 26, 2017.
- 3B. Sierra Oaks Estates/Village Oaks Reimbursement Agreement  
**Recommendation:** Adopt Resolution 32-2017 approving the Reimbursement Agreement for the Sierra Oaks Estates/Village Oaks Project.

### 4. PUBLIC COMMENT

---

*Members of the audience are permitted to address the Council on matters of concern to the public within the subject matter jurisdiction of the City Council that are not listed on this agenda. Please make your comments as brief as possible; not to exceed three (3) minutes in length. The Council cannot act on items not included on this agenda; however, if action is required it will be referred to staff.*



## 5. **COUNCIL, STAFF AND OTHER REPORTS**

---

*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.*

- 5A. **Committee Reports and Colfax Informational Items - All Councilmembers**
- 5B. **City Operations Update – City staff**
- 5C. **Additional Reports – Agency partners**

## 6. **COUNCIL BUSINESS**

---

### 6A. **Geotechnical Services for the WWTP Pond 3 Embankment Failure**

**Staff Presentation:** Dane Schilling, City Engineer

**Recommendation:** Adopt Resolution 33-2017 authorizing the Interim City Manager to enter into a consultant services agreement with Holdrege & Kull for Geotechnical Engineering Services for the Wastewater Treatment Plant Pond 3 Embankment Failure.

## 7. **GOOD OF THE ORDER - INFORMAL COUNCIL STATEMENTS REGARDING THE BUSINESS OF THE CITY**

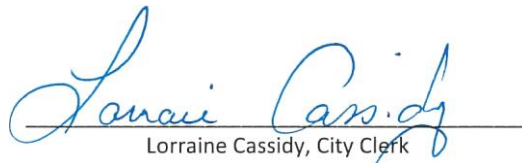
---

Informal 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.

## 8. **ADJOURNMENT**

---

I, Lorraine Cassidy, City Clerk for the City of Colfax declare that this agenda was posted at Colfax City Hall and the Colfax Post Office. The agenda is also available on the City website at [www.Colfax-ca.gov](http://www.Colfax-ca.gov).

  
Lorraine Cassidy, City Clerk

-----  
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.  
-----





City of Colfax  
 City Council Minutes  
 Regular Meeting of Wednesday, July 26, 2017  
 City Hall Council Chambers  
 33 S. Main Street, Colfax CA

## 1 **CLOSED SESSION**

### 1A. **Call to Order**

Mayor Harvey called the meeting to order at 6:00PM.

### 1B. **Roll Call**

Council members present: Douglass, Harvey, Hesch, Mendoza, Stockwin

### 1C. **Public Comment**

There was no public comment.

### 1D. **Closed Session Agenda**

Public employee performance evaluation pursuant to Government Code Section 54957

Title: City Manager

In accordance with Government Code Section 54954.2(b), the following item was added to the agenda by the unanimous vote of the Council because there was a need to take immediate action and the need came to the attention of the Council subsequent to the posting of the regular agenda: Public employee dismissal pursuant to Government Code Section 54957.

Closed session was adjourned at 6:58PM.

## 2 **OPEN SESSION**

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

Mayor Harvey called the open session to order at 7:05PM.

### 2B. **Report from Closed Session**

There was nothing to report from closed session.

### 2C. **Pledge of Allegiance**

Chris Clardy, Chief Plant Operator, led the Pledge of Allegiance.

### 2D. **Roll Call**

Council members present: Douglass, Harvey, Hesch, Mendoza, Stockwin

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

On a motion by Mayor Pro Tem Hesch, seconded by Councilmember Stockwin, the City Council approved the agenda.

**AYES:** Douglass, Harvey, Hesch, Mendoza, Stockwin

## 3 **CONSENT CALENDAR**

### 3A. **Minutes – Special Meeting June 21, 2017.**

**Recommendation:** Approve the Minutes of the Special Meeting of June 21, 2017.

### 3B. **Minutes – Regular meeting June 28, 2017**

**Recommendation:** Approve the Minutes of the Regular Meeting of June 28, 2017.

### 3C. **Minutes – Regular meeting July 12, 2017**

**Recommendation:** Approve the Minutes of the Regular Meeting of July 12, 2017.

### 3D. **Cash Summary Report – June 2017**

**Recommendation:** Receive and file.

- 3E. **Sierra Oaks Estates Emergency Vehicle Access Easement**  
**Recommendation:** Adopt Resolution 27-2017 authorizing acceptance of the Emergency Vehicle Access Easement between the City of Colfax and the Pinetop Homeowners Association.
- 3F. **Notice of Completion – North Main Street Bike Lane Project.**  
**Recommendation:** (1) Adopt Resolution 28-2017 accepting the North Main Bike Route and Pedestrian Improvement Project as complete and authorizing the recording of the Notice of Completion. (2) Approve final budget.
- 3G. **Bureau Veritas Contract for Building Inspection Services – Renewal**  
**Recommendation:** Adopt Resolution 29-2017 Authorizing the Acting City Manager to extend the contract with Bureau Veritas for Building Inspection Services on an as needed basis, not to exceed \$72,000 for the Fiscal Year ending June 30, 2018.
- 3H. **Sierra Valley Energy Authority JPA Amendment – Name Change**  
**Recommendation:** Adopt Resolution 30-2017 amending the Joint Exercise of Powers Agreement for Sierra Valley Energy Authority to ratify and confirm the name change from Sierra Valley Energy Authority to Pioneer Community Energy.

Mayor Pro Tem Hesch pulled Item 3E and Councilmember Stockwin pulled Item 3H.

On a motion by Councilmember Stockwin, seconded by Mayor Pro Tem Hesch, Council unanimously approved Items 3A, 3B, 3C, 3D, 3F and 3G.

**AYES:** Douglas, Harvey, Hesch, Mendoza, Stockwin

Item 3E: Sierra Oaks Estates Emergency Vehicle Access Easement

Mayor Pro Tem Hesch noted Council has been provided additional information with a map of the proposed easement since the Agenda Packet was distributed. The attachment is available to the public.

On a motion by Councilmember Stockwin, seconded by Mayor Pro Tem Hesch, Council adopted Resolution 27-2017 authorizing acceptance of the Emergency Vehicle Access Easement between the City of Colfax and the Pinetop Homeowners Association.

**AYES:** Douglas, Harvey, Hesch, Mendoza, Stockwin

Item 3H: Sierra Valley Energy Authority JPA Amendment – Name Change

Councilmember Stockwin noted there was a typo in the staff report.

On a motion by Mayor Pro Tem Hesch, seconded by Councilmember Stockwin, Council adopted Resolution 30-2017 amending the Joint Exercise of Powers Agreement for Sierra Valley Energy Authority to ratify and confirm the name change from Sierra Valley Energy Authority to Pioneer Community Energy.

**AYES:** Douglas, Harvey, Hesch, Mendoza, Stockwin

#### 4 **PUBLIC COMMENT**

*Travis Berry, 46 Quinns Lane*

- Mr. Berry asked if there was anything to report from closed session.

He was informed there was nothing to report.

*Jim Bowers, 205 Pine Court*

- Mr. Bowers commented Culver Street needs to be repaved; the sidewalks need to be repaired; and none of it is ADA compliant. In addition to the safety and nuisance issues, the bad road impacts the price of houses. He asked if it is true the City has \$200,000 available for potentially repaving the street.

Mayor Harvey explained the City was awarded a CDBG grant several years ago with very fixed parameters. Those funds are essentially locked up.

Council assured Mr. Bowers that improving all the roads in Colfax is a high priority for the City, but the costs are significant. Staff is in the process of creating a Pavement Management Plan which will allow the City to forecast expenses. Acting City Manager Heathcock stated the total costs to repave the City are well in excess of \$7 million.

Council directed staff to schedule a public workshop regarding pavement management in the future.

## **5 COUNCIL, STAFF, AND OTHER REPORTS**

### **5A. Committee Reports and Colfax Informational Items – All Councilmembers**

*Councilmember Mendoza*

- Councilmember Mendoza thanked Mr. Bowers for bringing up the road condition issues.
- She reported the first group of officials journeyed to Alta to visit the new Chinese Memorial. Seventy elected officials and descendants of Chinese rail workers rode a bus to the memorial and stopped in Colfax at the Red Frog. Councilmember Mendoza hopes someday to have a stop downtown for folks to also visit a Chinese museum.

*Councilmember Stockwin*

- Councilmember Stockwin reminded the public that Measure M would have given the City \$250,000 yearly to improve roads for 30 years, but 40% of the people who voted said no and now the City must find funds elsewhere.
- He gave a report from the Placer County Mosquito and Vector Control District Board meeting.
- He thanked everyone who got the town looking great for the 3<sup>rd</sup> of July event.

*Councilmember Douglass*

- Councilmember Douglass reported he has represented the City at several events including the Project Go Board meeting, Soroptomist Club installation, economic development meetings, Sierra Vista Community Center monthly meeting, VFW Pancake Breakfast, and the Coffee with Supervisor Montgomery.
- He met with the Placer County Employment Director who is very interested in supporting Colfax with any projects which would help with unemployment issues.

*Mayor Pro Tem Hesch*

- Mayor Pro Tem Hesch thanked the Public Works crew for their efforts to make the City look great for the 3<sup>rd</sup> of July.
- He may miss the August 23, 2017 Council meeting.
- He reported from the Placer County Transportation Planning Agency, the funding agents for roads in Placer County. The Executive Director, Celia McAdams has announced her retirement – the City owes her a debt of gratitude as she has been a great supporter of Colfax.

- The Lioness Club has indicated they would like to donate \$6000 towards a project. He requested Council give input for projects and offered to provide suggestions for projects and follow up with the Lioness'.

*Mayor Harvey*

- Mayor Harvey stated the 3<sup>rd</sup> of July was a great event and the town looked excellent.
- He said the Volunteer Fire Department breakfast was great.
- Mayor Harvey spoke about the California Public Utility Commission (CPUC) and changes they are making which will positively impact the Pioneer Community Energy Authority which has just been established by the County and the City. He recommended the public attend the CPUC hearing scheduled for August 15 in Stockton.

#### 5B. **City Operations – City Staff**

*Acting City Manager Heathcock*

- Staff will meet with the Developer of the Maidu property about terms for the construction of the roundabout.

Jim Bowers and Karen Furry of 23635 Tree Farm Road commented about the roundabout. Council suggested the roundabout could be included in the next workshop regarding roads and pavement.

- Demolition of the California Fruit Growers Association building is back on track.

#### 5C. **Additional Reports – Agency Partners**

*Frank Klein, President Colfax Area Chamber of Commerce*

- Mr. Klein reported the Executive Director of the Chamber, Jenny Duncan has retired.
- The next Chamber Mixer will be August 22, 2017 at Sierra Storage beginning at 5:30PM.
- He congratulated Kristi Brothers for the great 3<sup>rd</sup> of July event, the Placer Sierra Railroad Heritage Society and Mayor Pro Tem Hesch for the completion of the caboose and thanked Hansen Brothers for donating the use of their land for the fireworks.

## 6 **COUNCIL BUSINESS**

### 6A. **Appointment of Interim City Manager**

**Staff Presentation:** Mick Cabral, City Attorney

**Recommendation:** Adopt Resolution 30-2017 appointing Wes Heathcock as Interim City Manager and authorizing the Mayor to execute an Employment Agreement with him.

City Attorney Cabral stated the proposed agreement between Wes Heathcock and the City of Colfax would appoint him as Interim City Manager for a six month period of time at which point the Council will meet again to continue the contract or allow Mr. Heathcock to step back into his current role as Community Services Director. The previous City Manager was released effective July 13, 2017. As required by new state mandates Mr. Heathcock's salary must be reported. He will earn \$100,000/year with benefits exactly the same as other employees.



Ms. Furry asked how the Community Services Director position will be filled during the interim period and was informed the City Engineer will provide those services that Mr. Heathcock cannot cover.

Laurie Boudreaux asked if the City will recruit for a new City Manager during the interim. Mayor Harvey stated Council will not be looking for a new City Manager during the first six months, but may do so later.

On a motion by Mayor Pro Tem Hesch, seconded by Councilmember Stockwin, Council adopted Resolution 30-2017 appointing Wes Heathcock as Interim City Manager and authorizing the Mayor to execute an Employment Agreement with him.

**AYES:** Douglas, Harvey, Hesch, Mendoza, Stockwin

**7 GOOD OF THE ORDER – INFORMAL COUNCIL STATEMENT REGARDING THE BUSINESS OF THE CITY**

Councilmember Douglass stated there are locations along Main Street with apartments behind the retail space to allow business owners to live in back and work in front. He asked staff to look into instances where the business isn't being conducted in the front half of the building and report back to Council.

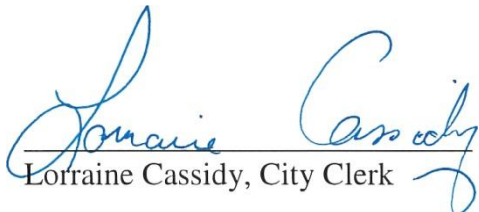
Mayor Harvey asked staff to schedule a workshop about road conditions as soon as possible.

Councilmember Stockwin noted that a beneficial snake has taken up residence downtown – be sure to protect the King snake if you should see it.

**8 ADJOURNMENT**

As there was no further business on the agenda, Mayor Harvey adjourned the meeting at 8:06PM.

Respectfully submitted to City Council this 26<sup>th</sup> day of July, 2017



Lorraine Cassidy, City Clerk



# STAFF REPORT TO THE COLFAX CITY COUNCIL

## FOR THE AUGUST 9, 2017 COUNCIL MEETING

**FROM:** Wes Heathcock, Interim City Manager  
**PREPARED BY:** Alfred "Mick" Cabral, City Attorney  
**SUBJECT:** Sierra Oaks Estates/Village Oaks Reimbursement Agreement

<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> FUNDED	<input type="checkbox"/> UN-FUNDED	AMOUNT:	FROM FUND:
---	---------------------------------	------------------------------------	---------	------------

**RECOMMENDED ACTION:** Adopt Resolution 32-2017 approving the Reimbursement Agreement for the Sierra Oaks Estates/Village Oaks Project

### DISCUSSION AND SUMMARY:

On December 14, 2016, the City Council adopted Resolution 48-2016 approving the Sierra Oaks Estates project. This project will result in the construction of 34 single family residences and 76 apartments divided among several multi-family buildings.

The developer, Eric Stauss, asked the City to consider reducing its mitigation impact fees in order to increase the viability of the project. On March 22, 2017, the Council authorized the Land Use/New Development Strategies Committee and staff to meet with the developer and consider his request. The Committee and staff met with the developer and negotiated reductions to the City's development impact fees in exchange for the developer's agreement to upsize the City's sewer main that runs through the project.

The negotiated rate reductions are as follows:

	2017 Single Family	2017 Multi-Family	Negotiated Rate for Sierra Oaks Estates
Roads	\$1,802	\$1,301	No Change
Drainage Study	\$74	\$48	0
Drainage (E-W Culverts)	3,416	\$2,216	N/A
Trails	\$1,125	\$787	\$147/\$263
Parks and Recreation	\$5,731	\$4,011	\$4,298/\$3,008 (25% reduction)
City Buildings	\$684	\$494	No Change
City Vehicles	\$130	\$94	No Change
Downtown Parking	\$581	\$420	0
Sewer Impact Fee	\$8,260	\$8,260	No Change
Landfill Equity Buy-in Fee	\$47	\$47	0
Construction Tax	1% of value	1% of value	No Change



The mitigation impact fees for this project are, therefore, as follows:

	<b>Negotiated Rate for Sierra Oaks Estates</b>	
	<b>Single Family</b>	<b>Multi Family</b>
Roads	\$1802	\$1,301
Drainage Study	0	0
Drainage (E-W Culverts)	N/A	N/A
Trails	\$147	\$263
Parks and Recreation	\$4,298	\$3,008
City Buildings	\$684	\$494
City Vehicles	\$130	\$94
Downtown Parking	0	0
Sewer Impact Fee	\$8,260	\$8,260
Landfill Equity Buy-in Fee	0	0
Construction Tax	1% of Value	1% of Value

The fee reductions and resulting fee schedule were approved by the Council on May 10, 2017. Although the Committee was not willing to recommend reduction of the sewer impact fees, it did recommend, and the Council approved, an agreement not to increase any mitigation impact fees applicable to the project for approximately two years.

Project Condition of Approval 65b provides that the extent of sewer improvements are to be established by the City, that the Owner is responsible for constructing all sewer improvements the City establishes, that the City shall reimburse the Owner for any costs associated with sewer improvements that are not the direct result of the subdivision, and that the City and Owner shall enter into a reimbursement agreement defining the scope of the improvements, estimated costs and terms of reimbursement for the design and construction of those improvements.

The sewer main to which the project must connect is at or near capacity and must be replaced. The developer agreed to design and install an upsized sewer main when he builds the project. The City agreed to reimburse the developer's costs of doing so. A formal reimbursement agreement that memorializes this is the subject of this agenda item.

The Reimbursement Agreement before the Council provides that the Sewer Impact Fee will be \$8,260 for each single-family residence that connects to the sewer system plus \$8,260 for the first apartment in each building to connect to the sewer system and \$6,608 for each additional apartment in each multiple family building. This is consistent with Colfax Municipal Code Chapter 13.08, Appendix A which provides that once a sewer impact fee has been paid for the first apartment in a multiple-family building, each additional apartment must pay a sewer impact fee equal to 80% of the base sewer impact fee ( $\$8,260 \times .80 = \$6,608$ ).

The Reimbursement Agreement provides that the City will reimburse the developer by crediting the sewer impact fee against the cost of upsizing the sewer main. The developer will begin paying sewer impact fees once the sewer impact fee credits equal the sewer upsizing costs. Under the Reimbursement Agreement, the City cannot increase any mitigation impact fees applicable to this project until August 10, 2020. The developer will pay all other mitigation impact fees when due.

In staff's opinion, this Reimbursement Agreement adequately memorializes the terms negotiated with the developer. Staff recommends its approval.

---

Attachment:

1. Resolution 32-2017
2. Reimbursement Agreement

# City of Colfax

## City Council

### Resolution № 32-2017

#### APPROVING THE REIMBURSEMENT AGREEMENT FOR THE SIERRA OAKS ESTATES/VILLAGE OAKS PROJECT

---

**WHEREAS**, on December 14, 2016, the City Council adopted Resolution 48-2016 approving the Sierra Oaks Estates/Village Oaks development project in Colfax which will result in the construction of 34 single family residences and 76 apartments divided among several multi-family buildings (the “Project”); and,

**WHEREAS**, Project Condition of Approval 65b provides that the extent of sewer improvements are to be established by the City, that the developer is responsible for constructing all sewer improvements the City establishes, that the City shall reimburse the developer for any costs associated with sewer improvements that are not the direct result of the Project, and that the City and developer shall enter into a reimbursement agreement defining the scope, estimated costs and terms of reimbursement for the design and construction of the sewer improvements; and,

**WHEREAS**, the sewer main to which the Project must connect is at or near capacity and must be replaced with a larger capacity sewer main; and,

**WHEREAS**, replacing that sewer main will benefit the City as a whole in addition to providing adequate capacity for the Project and, as a condition of the Project, the City has required the developer to install sewer mains of size, capacity, number or length for the benefit of property not within the Project area, and at the times and places prescribed by the City, all of which sewer mains shall be dedicated to the public; and,

**WHEREAS**, the City is willing to reimburse the developer to the extent that the sewer mains required by the City to be constructed as a condition of the approval of the Project exceed the need for the sewer mains attributable to and reasonably related to the Project by providing in-lieu credit against sewer impact fees attributable to the Project; and,

**WHEREAS**, Colfax Municipal Code Section 3.56.110 requires a reimbursement agreement to allow such in-lieu credit; and,

**WHEREAS**, on March 22, 2017 the City Council authorized the Land Use/New Development Strategies Committee to negotiate adjustments to the mitigation impact fees with the developer on behalf of the City; and,

**WHEREAS**, the committee and developer agreed to a mitigation impact fee schedule for this development project; and,

**WHEREAS**, on May 10, 2017, the City Council approved the mitigation impact fee schedule negotiated between the Land Use/New Development Strategies Committee and the developer; and,

**WHEREAS**, the mitigation impact fee schedule approved by the City Council on May 10, 2017, reflects the estimated reasonable cost of providing the services or facilities for which the fees were established; and,

**WHEREAS**, the costs for which in-lieu credits will be allowed, and the Project mitigation impact fees to be collected, are proportional to and mitigate the amount of improvements or facilities attributable to the Project; and,

**WHEREAS**, the Reimbursement Agreement For The Sierra Oaks Estates/Village Oaks Project attached to this Resolution adequately memorializes the agreements negotiated between the City and the developer, and it is in the City's best interests to approve that agreement.

**NOW THEREFORE, BE IT RESOLVED** by 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.
- 2) The Interim City Manager is hereby authorized to execute on behalf of and in the name of the City of Colfax the Reimbursement Agreement For The Sierra Oaks Estates/Village Oaks Project in the form attached to this Resolution.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 9th day of August, 2017 by the following vote of the Council:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

\_\_\_\_\_  
**Stephen L. Harvey, Mayor**

\_\_\_\_\_  
**Lorraine Cassidy, City Clerk**

**CITY OF COLFAX  
REIMBURSEMENT AGREEMENT  
FOR THE SIERRA OAKS ESTATES/VILLAGE OAKS PROJECT**

1. PARTIES AND DATE

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the City of Colfax, a municipal corporation and California general law city (the “City”), and Pinetop Properties, LLC, a California Limited Liability Company (the “Owner”).

2. RECITALS

2.1 On December 14, 2016, the City adopted its Resolution 48-2016 whereby it approved the Sierra Oaks Estates and Village Oaks Apartments development projects which include 34 lots for a single family residential subdivision and five lots for 76 multifamily apartments all located within the boundaries of the approximate 34 acre site consisting of Parcels 1, 2, 3 and 4 at Book 35 of Parcel Maps, Page 103 Placer County Records (the “Project”).

2.2 The Project approvals include a Vesting Tentative Subdivision map, design review permit, sign permit and a lot line adjustment, all of which are subject to conditions of approval, and mitigated negative declaration.

2.3 Condition of Approval 65b provides that the extent of sewer improvements are to be established by the City, that the Owner is responsible for constructing all sewer improvements the City establishes, that the City shall reimburse the Owner for any costs associated with sewer improvements that are not the direct result of the subdivision, and that the City and Owner shall enter into a reimbursement agreement defining the scope of the improvements, estimated costs and terms of reimbursement for the design and construction of those improvements.

2.4 One of the City’s primary sewer mains runs through the Project area. That sewer main has insufficient capacity to serve the Project in addition to the other areas of the City it serves and needs to be upsized.

2.5 In accordance with Project Condition of Approval 65b, the scope of Project sewer improvements is the engineering, design and construction required to upsize the existing sewer system to a 15 inch line between manholes 18 and 23 including but not limited to constructing new sewer pipelines, new sewer manholes, retrofitting existing manholes, making bypass connections, bypass pumping, parallel sewer mains, abandoning existing facilities, acquiring any necessary easements or rights of way, and any other work necessary pursuant to engineering plans approved by the City (the “Sewer Improvements”). The location, nature and route of the Sewer Improvements are generally depicted on the 15” Sanitary Sewer Bypass Plan & Profile for Village Oaks and Sierra Oaks Estates attached as Exhibit A to this Agreement, consisting of pages C10.1,

C10.2 and C10.3 on plans by RFE Engineering Inc dated June 29, 2017 (the “Sewer Bypass Profile”). The associated right of way to be recorded is depicted on Exhibit B to this Agreement.

2.6 Owner is willing to have designed, constructed and installed the Sewer Improvements and to advance all costs of designing, bonding, financing, constructing, installing, managing, inspecting and completing the Sewer Improvements, subject to reimbursement by the City in accordance with this Agreement.

2.7 Project Condition of Approval 71a requires the Owner to pay all current City, PCWA, School and Fire fees (Mitigation and Capacity) based on the rate in effect at the time of permit issuance. The City and Owner have reached agreement on the amount of the City mitigation impact fees and that they will remain unmodified until and including August 10, 2020.

2.8 The City has found that this Agreement is in accordance with California Government Code Sections 66485 through 66489 (Subdivision Map Act sections discussing rules for local agency reimbursements to developers) and with other applicable provisions of California Law and that reimbursing the Owner for the Sewer Improvements as provided in this Agreement is in the City’s best interests.

### 3. SEWER IMPROVEMENTS

3.1 Design and Construction of Sewer Improvement. The Owner shall, at the Owner’s sole cost and expense, and as conditions precedent to the City’s reimbursement obligations hereunder, have designed and constructed the Sewer Improvements. Owner’s obligation to have designed and constructed the Sewer Improvements is contingent on Owner commencing to construct the Project’s on-site underground utilities as a material component of its on-site Project improvements (within the boundaries of the Project as defined above, but excluding incidental components directly related to the construction of off-site improvements) pursuant to plans approved by the City. City shall cooperate with Owner’s efforts to complete the Sewer Improvements including timely responses to all Owner’s inquiries.

3.2 Basis for Reimbursable Costs: The City will reimburse Owner for all Owner’s actual costs for designing, easement acquisition, permitting, constructing and installing the Sewer Improvements incurred by Owner through the Final Completion Inspection and Notice of Completion, as well as the cost to Owner to carry the insurance and bonds (if any) required hereunder (the “Owner’s Reimbursable Costs”). Owner shall provide to the City such information and documentation as is reasonably necessary and appropriate to substantiate Owner’s Reimbursable Costs as defined hereunder. If actual costs exceed a good faith estimate by 10%, the Owner is required to provide notice and the parties shall meet and confer to reconcile who is responsible for the cost overrun. If the reconciliation cannot be amicably resolved within twenty (20) days between the parties, the parties may proceed through dispute resolution under Section 5.4. Owner shall provide City with a good faith estimate of Owner’s Reimbursable Costs no fewer



than 20 days prior to commencement of construction of the Sewer Improvements and shall update the estimate periodically as actual costs are incurred. Within fifteen (15) days of receipt of each good faith estimate from Owner, City shall notify Owner if there are any costs the City disputes. If City does not timely notify Owner of any disputed costs, such costs shall be deemed accepted by the City, subject only to reconciliation with the actual total final costs incurred at Notice of Completion. Design changes and resulting construction cost increases, if any, requested by the City will be the financial responsibility of the City whether such costs accrue or are charged during the Project or after completion.

3.3 Method of Reimbursement. (a) The City and Owner have agreed that the sewer impact fee payable by Owner to City shall be as follows (the “Sewer Impact Fees”):

a. \$8,260.00 for each single-family residence in the Project that is connected to the sewer system (each such single-family residence a “Unit”); and

b. \$8,260.00 for the first apartment in each multiple family building in the Project that is connected to the sewer system plus \$6,608.00 ( $\$8,260.00 \times 0.80 = \$6,608.00$ ) for each additional apartment in each such multiple family building (each such multiple family building a “Unit”).

The Sewer Impact Fees shall not be increased before August 10, 2020. The Sewer Impact Fees for each Unit shall become due and payable when Owner submits an application for a building permit for each Unit. In lieu of actually paying the Sewer Impact Fees for each Unit, the Owner shall receive a credit equal to the Sewer Impact Fees against Owner’s Reimbursable Costs until the cumulative amount of such credits equals the total of Owner’s Reimbursable Costs, without interest. The amount of each credit for each Unit shall be the Sewer Impact Fee in effect at the time of application for a building permit for each Unit. Thereafter, when the total of Owner’s Reimbursable Costs has been credited to Owner, Owner shall pay the Sewer Impact Fees for each Unit when Owner applies for a building permit for each Unit.

3.4 Inspections.

(a.) During Construction. During Owner’s installation and construction of the Sewer Improvements, the City shall have the right to inspect such work as is customary and appropriate for such work to insure compliance with the approved plans and specifications. The City shall promptly and in good faith perform all inspections and approvals required of it under this Agreement. All inspection fees shall be waived for inspections of the Sewer Improvements.

(b.) Upon Completion. When Owner considers its installation and construction of the Sewer Improvements complete and in substantial accordance with the applicable plans and specifications, Owner shall notify the City in writing of such completion (“Owner’s Completion Notice”). Within ten (10) days after the City receives Owner’s Completion Notice, the parties shall conduct a joint inspection of The Sewer Improvements (the “First Completion Inspection”).

i. If, after the First Completion Inspection, the City determines that the Sewer Improvements are complete and in accordance with the applicable plans and specifications, the City shall promptly provide Owner with written notice (the “Notice of Completion”) to that effect. The Notice of Completion shall constitute the City’s agreement that Owner has completely installed and constructed all of the Sewer Improvements in accordance with the applicable plans and specifications, and that Owner has fulfilled and met all of its obligations hereunder with respect to the installation and construction of the Sewer Improvements.

ii. If, after the First Completion Inspection, the City determines that the Sewer Improvements are not complete and/or are not in accordance with the applicable plans and specifications, the City shall notify Owner in writing, by no later than ten (10) days after the First Completion Inspection, of each reason for the City’s determination and what, in the City’s view, must be done to complete and/or correct such items (the “Punch List Notice”). The City shall be deemed to have accepted as complete all items or components of the Sewer Improvements not set forth in the Punch List Notice. Owner shall, within ten (10) days after receiving the Punch List Notice, notify the City in writing of any objection by Owner to any item(s) set forth therein and the reasons for Owner’s objection. The parties shall attempt in good faith to resolve Owner’s objections through negotiation. If the parties have not resolved all of Owner’s objections within ten (10) days after the City receives such objections, the parties shall, on the request of either party, submit the disputed objections to the dispute resolution procedures set forth in this Agreement.

iii. Owner shall have corrected or completed all items in the Punch List Notice by an appropriate contractor, except for those that are subsequently determined, either by the parties’ agreement or through the dispute resolution process, not to require any correction or completion. Upon Owner’s completion of all such items, Owner shall notify the City in writing of such completion (“Owner’s Punch List Completion Notice”). Within five (5) days after the City receives Owner’s Punch List Completion Notice, the parties shall conduct a joint inspection of the punch list items (the “Final Completion Inspection”). The Final Completion Inspection shall be limited to those items from the Punch List Notice that Owner must complete or correct and shall be further limited to whether Owner has satisfactorily had all work or tasks completed all that either the Punch List Notice stated must be performed for those items to which Owner did not object, or that it was determined Owner would perform for those items to which Owner objected. Unless the City reasonably determines that Owner has not adequately completed all punch list items as required hereunder and has so provided written notice to Owner of same, the City, within five (5) days after the Final Completion Inspection, shall issue to Owner the Notice of Completion. Any dispute between the parties with respect to Owner’s completion of such items shall, if not resolved by the parties within five (5) days after the Final Completion Inspection, be submitted, at the request of either party, to the dispute resolution process set forth in this Agreement.

### 3.5 Indemnity and Insurance

(a) Owner shall, at its sole cost and expense, defend, indemnify and hold City, its elected officials, officers, employees, and agents free and harmless from any and all liability from loss, damage, or injury to or death of persons or property in any manner arising out of or incident to Owner's performance of this Agreement, provided that such liability, loss, damage, injury or death result from the negligence of Owner or Owner's agents. The obligations under this Section 5 shall not include liability or the defense and indemnity of the City, its elected officials, officers, employees, and agents for any active negligence or willful misconduct pursuant to CC §2782(b)(2).

(b) Owner shall require all persons doing work on the Sewer Improvements, including its contractors and subcontractors, to obtain and maintain insurance of the types and in the amounts described below in a form and with carriers satisfactory to City.

i. Commercial General Liability Insurance. Occurrence basis commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 (or as otherwise approved, in writing, by the City) per occurrence shall be maintained. If such insurance contains a general limit, that limit shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall:

A. Name the City, its officials, officers, employees and agents as insured by endorsements with respect to performance of this Agreement. The Coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insured.

B. Be primary with respect to any insurance or self-insurance programs covering the City, its officials, officers, employees or agents.

C. Contain standard separation of insured provisions.

ii. Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 each accident shall be maintained. Such insurance shall include coverage for owned, hired and non-owned automobiles and shall contain the provisions set forth in subsection (b) above.

iii. Worker's Compensation Insurance. Worker's compensation insurance with statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00 each accident shall be maintained.

iv. Other Insurance Requirements. Owner shall:

A. Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance which shall be clearly evidence of all insurance required in this Section and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on thirty (30) days prior written notice to City.

B. Provide to City/City certified copies of endorsements and policies if requested by the City, and properly executed certificates of insurance evidencing the insurance required herein.

C. Replace or require the replacement of certificates, policies and endorsements for any insurance required herein expiring prior to completion and acceptance of the improvements.

D. Maintain all insurance required herein from the time of execution of this Agreement until the acceptance of the improvements.

E. Place all insurance required herein with insurers licensed to do business in California.

3.6 Compliance with Applicable Laws. Owner shall insure that all work performed on the Sewer Improvements is performed in a manner which complies with all applicable federal, state, county and local government laws, regulations and rules, including all rules and regulations of the City and the City, as these rules and regulations may be modified or changed from time to time. All contractors and subcontractors engaged in any construction of the Sewer Improvements shall pay each respective employee thereof an amount not less than the general prevailing rate of per diem wages established in compliance with Section 1770 et seq of the California Labor Code and as determined by the Director of Industrial Relations to be effective and applicable for the various crafts, trades, or type of worker needed or required to construct the Sewer Improvements.

3.7 Contractor Licenses. All work performed on the Sewer Improvements shall be done only by contractors licensed in the State of California and qualified to perform the type of work required and comply with the City's Business License Ordinance of the City.

3.8 Acceptance of Work. Upon completion of the Sewer Improvements to the satisfaction of City, the Sewer Improvements shall be presented to the City for dedication and acceptance and for authorization to file a Notice of Completion. The City may accept the Sewer Improvements if it determines that the improvements were constructed in substantial accordance with the approved plans, specifications and contract documents that they operate satisfactorily, and that all other requirements of this Agreement have been satisfied. Immediately upon, and as a condition of the expiration

of the guarantee period set forth in this Agreement, Owner shall assign to City all of Owner's rights and remedies, including warranties, as set forth in the approved contract documents, to the extent assignable, and thereafter City shall have the same recourse under said contract documents that City would have had if City itself had engaged Owner's contractor to construct the Sewer Improvements.

3.9 Liability for Work Prior to Formal Acceptance. Until the City has formally accepted the Sewer Improvements, Owner shall be solely responsible for all damage to the work, regardless of cause, and for all damages or injuries to any person or property at the work site, except damage or injury due to the active negligence or willful misconduct of City, its elected officials, officers, employees or agents.

3.10 Guarantee. Owner shall guarantee all work and materials for the Sewer Improvements to be free from all defects due to faulty materials or workmanship for a period of one (1) year after the date of formal acceptance of the work by City. Owner shall cause to be repaired or removed and replaced and all such work, together with any other work, which may be displaced in so doing, this is found to be defective in workmanship or materials within the one (1) year period. In the event Owner fails to comply with the above-mentioned provisions within thirty (30) days after being notified in writing (or, in cases of emergency, immediately) City shall be authorized to proceed to have the defects remedied and made. Such action by City will not relieve Owner of the guarantee required by this section. This section shall not, in any way, limit the liability of Owner or any other party for any design or construction defects in the work subsequently discovered by City.

3.11 Record Drawings. Prior to acceptance of the improvements by the City, Owner shall provide City with one mylar copy of record drawings with certifications by a licensed engineer in the State of California as to accuracy and completeness. Owner shall be solely responsible and liable for ensuring the completeness and accuracy of the record drawings.

3.12 Ownership of the Improvements. From and after acceptance of the improvements by formal action of the City and payment for such improvements, ownership of the improvements shall be vested exclusively in City.

3.13 Abandonment of existing Sewer Easement. Upon the completion and acceptance of the Sewer Improvements and the request of Owner, the City will vacate and abandon all rights to the existing (at the time of execution of this Agreement) sewer right of way on the Project.

#### 4. MITIGATION IMPACT FEES

4.1 Amount of Fees. Owner shall pay the following mitigation impact fees for the Project. All mitigation impact fees imposed by the City on this Project shall not be increased until at least August 10, 2020.

	<b>Negotiated Rate for Sierra Oaks Estates and Village Oaks Apartments</b>	
	<b>Single Family</b>	<b>Multi Family</b>
Roads	\$1802	\$1,301
Drainage Study	0	0
Drainage (E-W Culverts)	N/A	N/A
Trails	\$147	\$263
Parks and Recreation	\$4,298	\$3,008
City Buildings	\$684	\$494
City Vehicles	\$130	\$94
Downtown Parking	0	0
Sewer Impact Fee	\$8,260	\$8,260*
Landfill Equity Buy-in Fee	0	0
Construction Tax	1% of Value	1% of Value

\* In accordance with Section 3.3 above, the Multi-Family Sewer Impact Fee is the base rate listed above for the first apartment in each Project multiple family Unit connected to the sewer system plus eighty percent of the base rate for each additional apartment in each such multiple-family Unit.

4.2 Payment of Mitigation Impact Fees. Except for the purpose of credits against the Owner's Reimbursable Costs as provided in 3.3 above, all mitigation impact fees related to the Project shall be due and payable when Owner applies for a building permit for each Unit.



## 5. GENERAL PROVISIONS

5.1 Notice. Any notices required or desired to be sent pursuant to this Agreement shall be addressed as follows:

CITY:

City Manager  
City of Colfax  
33 S. Main Street  
P.O. Box 702  
Colfax, CA 95713

OWNER:

Pinetop Properties, LLC, Box N  
6611 Folsom Auburn Rd  
Folsom, CA 95630  
And by email to [erstauss@me.com](mailto:erstauss@me.com)

### 5.2 Termination.

In the event that Owner materially defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, City shall have the option to terminate this Agreement, but only in accordance with following provisions. The City shall provide written notice to Owner that sets forth the basis for the City's determination that Owner has defaulted or breached the Agreement. Owner shall have ten (10) days after the date of the City's notice to notify the City in writing either (i) that Owner disputes the City's allegation of a default or breach, or (ii) that Owner will cure the alleged default or breach, in which case Owner will have thirty (30) days after the date of the City's notice to cure the default or breach. If Owner disputes the City's alleged breach or default, the parties shall attempt to resolve the dispute in good faith through negotiation. If the parties have not resolved the dispute within twenty (20) days after the City's notice, the parties shall, on the request of either party, submit the disputed objections to the dispute resolution procedures set forth in this Agreement. If Owner fails to timely cure any material breach or default as set forth in this Agreement, the City may immediately terminate this Agreement by written notice to Owner. If this Agreement is terminated under this Section, such termination shall not relieve the City of its obligation hereunder to reimburse Owner for all of Owner's Reimbursable Costs incurred by Owner through the date of termination, less any extra or additional costs incurred by the City to complete the Sewer Improvements over and above what the City would have had to pay to Owner hereunder to complete the Sewer Improvements in the absence of such termination.

5.3 Attorney's Fees / Arbitration Fees. In the event that any party hereto institutes any action or proceeding, including arbitration, for a declaration of the rights of the parties under this Agreement, for an alleged breach or default of, or any other action

arising out of, this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting party or prevailing party shall be entitled to its actual attorneys' fees and to any court costs incurred, in addition to any other damages or relief awarded.

#### 5.4 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 fifteen (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 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 Office of the Judicial Arbitration and Mediation Service (JAMS) nearest to Colfax, or at such other similar service that the parties may agree to. If within five (5) 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 San Francisco or 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, or two half days as may be arranged. 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 those arbitrator's resumes, whose availability for an arbitration hearing within one hundred and twenty (120) days after the mediation has been confirmed or as otherwise agreed to by the parties..

(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 San Francisco or Sacramento Office of the Judicial Arbitration and Mediation Service (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) All proceedings under this paragraph shall be conducted within Placer County, California or at such other location to which the parties may agree in writing.

**NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ‘DISPUTE RESOLUTION PROCEDURES’ PROVISIONS DECIDED BY NEUTRAL MEDIATION AND ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ‘DISPUTE RESOLUTION PROCEDURES’ PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ‘DISPUTE RESOLUTION PROCEDURES’ PROVISION TO NEUTRAL ARBITRATION.**

Owner’s INITIALS \_\_\_\_\_ CITY’S INITIALS \_\_\_\_\_

5.5 Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the sole source of the language in question. This Agreement shall be construed under and pursuant to the laws of the State of California.

5.6 Assignment. Except as provided herein, this Agreement shall not be assigned without consent of the parties hereto, and any assignment without such written consent shall be void and ineffective. The Owner may assign its right to receive reimbursements and all other benefits hereunder, or assign its rights and duties under this Agreement, in whole or in part, to Sierra Oaks Estates LLC or to Village Oaks Apartments LLC, and/or a successor to Owner or the foregoing entities, by providing City with written notice of such assignment. The written notices shall become effective upon its delivery to the City, provided that the City shall not be responsible for any misdirected written notices under this section.

5.7 Time of Essence. Time is of the essence for this Agreement

5.8 Recitals. All of the Recitals in Article 2 are incorporated into this Agreement and constitute a part hereof.

5.9 Force Majeure. As used in this Agreement, “Force Majeure” shall mean if the performance of any act required by this Agreement to be performed by either party is prevented or delayed by reason of any act of God, any act of the other party, fire, earthquake, strike, lockout, labor trouble, inability to secure materials, restrictive governmental laws or regulations, archeological discovery on the property, or any other similar cause, (except financial inability) not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.

CITY OF COLFAX

BY: \_\_\_\_\_  
WES HEATHCOCK, INTERIM CITY MANAGER

ATTEST:

BY: \_\_\_\_\_  
LORRAINE CASSIDY, CITY CLERK

Owner:

PINETOP PROPERTIES, LLC  
a California Limited Liability Company  
By: Monarch Mine Investments LLC, Member  
a California Limited Liability Company,  
its Manager

BY: \_\_\_\_\_  
ERIC STAUSS, MANAGER



# STAFF REPORT TO THE COLFAX CITY COUNCIL

## FOR THE AUGUST 9, 2017 COUNCIL MEETING

**FROM:** Wes Heathcock, Interim City Manager  
**PREPARED BY:** Coastland Engineering Staff  
**DATE:** August 2, 2017  
**SUBJECT:** Agreement for Geotechnical Services for the WWTP Pond 3 Embankment Failure

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	REIMBURSABLE	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$35,983	FROM FUND: 560
--------------------------	-----	-------------------------------------	--------------	--------------------------	-----------	------------------	----------------

**RECOMMENDED ACTION:** Adopt Resolution 33-2017 authorizing the Interim City Manager to enter into a consultant services agreement with Holdrege & Kull for Geotechnical Engineering Services for the Wastewater Treatment Plant Pond 3 Embankment Failure.

### SUMMARY:

On or about January 23, 2017, in the course of performing routine inspections, City of Colfax Staff discovered that a portion of the southwesterly bank of Wastewater Treatment Plant Pond 3 had subsided and appeared to be failing. The failure was discovered during a period of sustained and heavy rains. Outward indications included obvious ground subsidence and a long fissure along the access road at the top of the bank. Staff contacted Holdrege & Kull (H&K), one of the City's on-call geotechnical engineering firms, to provide an initial review and preliminary assessment of the situation on the same day. At the conclusion of the initial review the City Engineer and H&K's representative provided recommendations to the operations staff how to secure the site, protect the fissure from storm water intrusion as well as recommendations on monitoring further displacement of the slope. The slope continued to move; however, the rate of movement diminished and by early March no further movement was detected.

Staff contacted the Placer County Office of Emergency Services (Placer OES) who coordinated a site visit on January 27, 2017 including representatives from Placer OES, the State of California Office of Emergency Services (Cal OES), the Federal Emergency Management Agency (FEMA) and City of Colfax staff. A formal request for disaster assistance was submitted shortly after the site visit. On July 14, 2017, the City was notified by Cal OES that the request for assistance was approved by FEMA (see Attachment).

Due to the extensive displacement of the embankment, a more comprehensive investigation is required to: determine the potential causes of the failure; determine the extent of damage and the extent of potential future failures; provide recommendations to repair and prevent future damage; and estimate the costs to remediate the known failure and mitigate against future failures.

On April 13, 2017, the City Engineer issued a Request for Proposal (RFP) solicitation to the City's on-call geotechnical engineering firms. On May 4, 2017, Holdrege & Kull was the only firm to respond to the RFP solicitation, the proposal was reviewed by staff who concluded the firm is qualified and responsive to the RFP.

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a professional services agreement with Holdrege & Kull for consultant services in the amount of \$ 35,983 for geotechnical engineering services for the WWTP Pond 3 Embankment Failure.

**FISCAL IMPACT:**

No impact to the general fund. The cost associated with the contract and staff time will initially come from Fund 560 – Sewer Operations. The City may be eligible to receive reimbursement through FEMA disaster mitigation funding. If it is determined the failure was due to a design or a construction related defect the City may pursue reimbursement of this investigation through the responsible parties.

---

**ATTACHMENTS:**

1. Resolution 33-2017
2. Letter from Cal OES Approval of Request for Public Assistance, July 14, 2017
3. Holdrege & Kull proposal



# City of Colfax

## City Council

### Resolution № 33-2017

#### AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A CONSULTANT SERVICES AGREEMENT WITH HOLDREGE & KULL FOR GEOTECHNICAL ENGINEERING SERVICES FOR THE WASTE WATER TREATMENT POND 3 EMBANKMENT FAILURE

---

**WHEREAS**, in January 2017 the City of Colfax's Waste Water Treatment Plant (WWTP) Pond 3 sustained damage to the southwesterly bank of the pond; and,

**WHEREAS**, preliminary inspections of the site were performed by the City, the City's geotechnical consultant, the Placer County Office of Emergency Services (Placer OES), California Office of Emergency Services (Cal OES) and Federal Emergency Management Agency (FEMA); and,

**WHEREAS**, the City applied to FEMA for public assistance for damage to Pond 3 sustained during the January 2017 storms; and,

**WHEREAS**, on July 14, 2017, the City was notified that its request for public assistance was approved by FEMA; and,

**WHEREAS**, the City requires the services of a geotechnical firm for a geotechnical investigation related to the Wastewater Treatment Plant Pond 3 embankment failure; and,

**WHEREAS**, on April 13, 2014, the City Engineer issued a Request for Proposal (RFP) to on-call geotechnical engineering firms; and,

**WHEREAS**, on May 4, 2017, one firm responded to the (RFP) solicitation by the prescribed submission deadline, the proposal was reviewed and City staff who concluded that the firm was responsive to the RFP and is qualified to perform the investigation.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Colfax,

- 1) Authorizes the Interim City Manager to execute on behalf and in the name of the City of Colfax a professional services agreement with Holdrege & Kull Engineers and Geologists for geotechnical engineering services investigating the embankment failure of Pond 3 in the form attached and in an amount not to exceed \$35,983.

- 2) The Interim City Manager is authorized to appropriate and encumber sufficient funds from Fund 560-Sewer Operations to pay for the services provided for in said agreement.
- 3) The Interim City Manager is authorized to submit claims for reimbursement to the appropriate agencies including FEMA, Cal OES and Placer County.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 9th day of August 2017 by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

**Stephen L. Harvey, Mayor**

**ATTEST:**

---

**Lorraine Cassidy, City Clerk**



July 14, 2017

RECEIVED  
JUL 17 2017  
CITY OF COLFAX

Technical Services Manager Travis Berry  
City of Colfax  
33 South Main Street  
Colfax, California 95713-0000

Subject: Approval of Request for Public Assistance  
FEMA-4301-DR-CA January 2017 Storms  
Cal OES ID: 061-14498 FEMA ID: 061-14498-00  
Subrecipient: City of Colfax  
Cal OES Log: 628329.1 FEMA Log: None

Dear Travis Berry:

The California Governor's Office of Emergency Services (Cal OES) is pleased to inform the City of Colfax, your Request for Public Assistance for the January 2017 Storms has been approved by the Federal Emergency Management Agency (FEMA). Cal OES requests you use the Cal OES ID number noted above when corresponding with Cal OES for this disaster. All correspondence should be addressed to:

Mr. David Gillings, State Public Assistance Officer  
California Governor's Office of Emergency Services  
Recovery Section, Public Assistance Division  
3650 Schriever Avenue  
Mather, California 95655  
ATTN: FEMA-4301-DR-CA

**Incident Period**

Eligibility of Public Assistance costs, as a result of the January 2017 Storms, will be based on events that occurred within the incident period of January 3, 2017, through January 12, 2017. Pursuant to Title 44 of the Code of Federal Regulations (44 CFR) section 206.202, any known damage that occurred within the incident period must have been reported to Cal OES within 60 days of the Recovery Scoping Meeting, formerly known as the Kickoff Meeting, to be eligible for federal assistance.

**Deadline to Identify Projects**

Project Worksheets (PW) are the reimbursement vehicles used to fund disaster projects. PWs are used to document the location, damage description and dimensions, scope of work, and cost estimate for each project. The PW is the basis for funding and all cost estimates and damages must be identified within 60 days following the Recovery Scoping Meeting for each of those projects identified on the Subrecipient's List of Projects. Damages and costs must be estimated when final supporting documents are not yet available. City of Colfax is strongly encouraged to submit PW information as soon as possible to expedite the assistance and funding process.

Technical Services Manager Travis Berry

Page 2

July 12, 2017

Failure to identify and submit PW information in accordance with these parameters may jeopardize project funding or place additional work requirements on City of Colfax to ensure reimbursement of all project costs. No project funding or payment is available for a PW until it is obligated.

### **Project Completion Deadlines**

In accordance with 44 CFR section 206.204, FEMA requires all projects be completed within approved timeframes or funding may be jeopardized. It is imperative City of Colfax submit a time extension request for any project that will not be completed by the current approved project deadline. Further, time extensions will only be granted by Cal OES or FEMA if City of Colfax can demonstrate extenuating circumstances or unusual project requirements beyond its control that prevent the successful completion of the approved scope of work by the current approved project deadline. Please be advised FEMA and Cal OES will examine these requests closely and time extensions will only be approved for extenuating circumstances. To assist you in determining whether your agency requires a time extension, please refer to the following time limitations for the completion of work associated with this disaster:

DR-4301 Emergency Work Deadlines (Categories A and B)		DR-4301 Permanent Work Deadlines (Categories C-G)	
Regulatory Deadline	Cal OES Time Extension Authority	Regulatory Deadline	Cal OES Time Extension Authority
August 16, 2017	February 15, 2018	August 16, 2018	February 14, 2021

As delineated in the table above, Cal OES is able to grant time extensions through February 15, 2018, for emergency work, and February 14, 2021, for permanent work. FEMA must approve time extensions for any project that will be completed after these dates. Time extension requests must include the extenuating circumstances causing the delay, the PW number, category of work, a construction schedule, an estimated project completion date, as well as dates and provision of previously approved time extensions. Time extension requests should be submitted to Cal OES prior to the established deadline.

### **Compliance with Federal, State, and Local Environmental and Historical Laws**

Initiating a project prior to FEMA's review for compliance with Federal environmental and historic laws and executive orders may result in jeopardizing funding. FEMA will complete any required documentation and interagency consultations. City of Colfax must obtain all necessary permits required for all projects, and must comply with any federal, state or local environmental and historic laws or permit requirements.

### **Change in Scope of Work or Additional Funding**

Any change to the scope of work and/or significant increase in project funding must be requested in writing through Cal OES. A version to the original PW will be prepared by Cal OES based on the eligible work in the documentation provided with the request. The draft PW will be transmitted by Cal OES to FEMA for approval. It is imperative subrecipients wait for FEMA's approval before

Technical Services Manager Travis Berry

Page 3

July 12, 2017

initiating any changes to the approved scope of work. Such work may be subject to review for compliance with various federal environmental and historic preservation laws and regulations. Any additional work performed prior to approval by FEMA and completion of these reviews may jeopardize funding for the entire project.

#### **Administrative Costs**

Pursuant to 44 CFR Part 207, Section 324 Management Costs and Direct Administrative Costs, subrecipients can claim direct administrative costs through the PW process for those disasters declared on or after November 13, 2007. Direct administrative costs now include costs that can be tracked, charged and accounted for directly to a specific project. These tasks can include, but are not limited to, staff time spent to complete initial, interim and final inspections; preparing PWs; collecting and organizing documentation; and attending certain meetings with Cal OES and FEMA. Costs considered indirect costs for any other federal award or activity cannot be charged to a project. In addition, Cal OES will continue to provide a 10 percent administrative allowance on the Cal OES cost-share amount.

#### **Net Small Project Overrun (NSPO) Guidelines**

Pursuant to 44 CFR section 206.204(e)(2), Public Assistance subrecipients may appeal for additional small project funding within 60 days of the completion of work on their last small project. The small project threshold for this event is \$123,100. When submitting an appeal for an NSPO, you must include a cost overrun summary listing all small project PWs, actual costs to complete the approved scope of work, and project completion dates. Furthermore, you must be prepared to supply all required supporting documentation upon request.

#### **Appeal Process**

In accordance with 44 CFR section 206.206, you have the right to appeal any determination made by FEMA. Subrecipients must submit an appeal, through Cal OES, within 60 days of the certified mail return receipt sent by FEMA that provides notification of the FEMA determination. Cal OES then has an additional 60 days to review the appeal, make a recommendation, and transmit the appeal to FEMA. FEMA regulations require the subrecipient to provide a documented justification in support of their position, the monetary figure in dispute, and the provision of federal law, and the regulation or policy with which the subrecipient believes the initial action was inconsistent. Subrecipients are encouraged to submit, at a minimum, the above documentation, as well as any additional documentation needed to best support the appeal argument. All known relevant information must be submitted with the first appeal. Failure to provide this information will affect Cal OES' ability to support the appeal and still meet FEMA's regulatory deadlines.

#### **Funding Process**

Upon obligation of federal and state funds, you will be notified by Cal OES via grant obligation notification letters. These obligation letters will describe the state and federal funding processes. Questions regarding payments of approved funding should be directed to Cal OES Grants Processing Unit at (916) 845-8110.

Technical Services Manager Travis Berry

Page 4

July 12, 2017

**Insurance**

Pursuant to 44 CFR section 206.252, a subrecipient is required to obtain and maintain insurance on insurable facilities as a condition of receiving Public Assistance funding from FEMA. This requirement is waived when eligible costs for an insurable facility do not exceed \$5,000. FEMA will notify the subrecipient of the type and amount of insurance required. However, FEMA cannot require greater types and extent of insurance than is certified as reasonable by the State Insurance Commissioner. FEMA Policy 206-086-1, Public Assistance Policy on Insurance, describes these requirements in detail.

**Procurement**

For all approved, federally funded and/or federally financed projects, subrecipients are required to follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, at 2 CFR Part 200, as adopted by the Department of Homeland Security at 2 CFR Part 3002, when using the federal financial assistance to procure property and/or services.

In conclusion, expediting the processing of project worksheets and reimbursements involves a high level of proactive participation. It is imperative that you coordinate with your staff and designated Cal OES/FEMA personnel to submit the list of projects, conduct site inspections, and process supporting documentation in a timely manner in order to avoid unnecessary delays in reimbursements that can ultimately affect your jurisdiction's recovery. If you have any questions related to this correspondence, please contact Cal OES Recovery at (916) 845-8200.

Sincerely,

THE CAL OES RECOVERY TEAM





**Proposal to Provide  
Geotechnical Investigation  
to the City of Colfax for  
WWTP Pond 3 Embankment Failure  
May 4, 2017 (Revised July 28, 2017)**



Dane Schilling  
City of Colfax  
33 South Main Street  
Colfax, CA 95713

**HK** **HOLDREGE & KULL**  
CONSULTING ENGINEERS • GEOLOGISTS  
Holdrege & Kull Consulting Engineers & Geologists  
792 Searls Avenue  
Nevada City, CA 95959



May 4, 2017 (Revised July 28, 2017)

Dane Schilling  
City of Colfax  
33 South Main Street  
Colfax, CA 95713

**RE: Proposal to Provide Geotechnical Investigation for the City of Colfax Waste Water Treatment Plant (WWTP) Pond 3 Embankment Failure**

Dear Dane,

We respectfully submit our proposal to provide our services to the City of Colfax for the above-noted contract. H&K has been in business since 1993, providing geotechnical engineering, environmental engineering, and construction quality assurance services. Our headquarters is located in Nevada City, with branch offices in Truckee, Yuba City, Chico, Murphys, and Fresno. It is from our Nevada City office that this contract will be managed. Our Nevada City office is located at 792 Searls Avenue and is only 14 miles from the project site. H&K's testing laboratories, located in Nevada City and Chico, are fully approved by DSA, Caltrans, AASHTO, OSHPD, and the Army Corp of Engineers.

Holdrege & Kull has worked on an abundance of WWTPs over the past 24 years. Some of the many relevant projects we have worked on include: Colfax Pond 3 Liner, Auburn WWTP, Cascade Shores WWTP, Colusa WWTP and Pipeline Improvements, Jackson WWTP, Nevada City WWTP, and Penn Valley WWTP.

The following pages of our proposal provide resumes of staff members proposed to be the key members of this contract. Chuck Kull, PE, GE, PG, CEG, will serve as the principal in charge for this contract. Chuck is one of the founding principals of our firm and has 32 years of experience in the industry. John Atkinson, also a principal of the firm, will be the project manager and primary point of contact for the County's work. John is the operations manager of H&K's Lab and Field Division. He can be reached at 530-362-2775 (cell), 530-478-1305 (office), or by email at JAtkinson@HandK.net.

Please let us know if you have any questions or need clarification on anything we've presented in our proposal. We look forward to the opportunity of working with the City of Colfax on this contract.

Sincerely,

**HOLDREGE & KULL**

John Atkinson  
Laboratory and Field Supervisor

Nevada City 530-478-1305	Truckee 530-587-5156	Chico 530-894-2487	Yuba City 530-820-9234	Murphys 530-362-2775	Fresno 559-289-5854
-----------------------------	-------------------------	-----------------------	---------------------------	-------------------------	------------------------

# Table of Contents

Firm Overview .....	1
Approach and Scope of Work .....	2
Relevant Projects.....	6
Appendix (Resumes)	



## Firm Overview

Holdrege & Kull Consulting Engineers and Geologists (H&K), An NV5 Company, is a multi-discipline consulting firm. H&K provides geotechnical engineering, environmental engineering, and construction quality assurance services for public and private projects, including dams and reservoirs, roadways and bridges, schools, essential services facilities, photovoltaics, and communication towers.

Our construction quality assurance services, including materials testing and inspection, are supported by our materials testing laboratories, which are fully approved by DSA, Caltrans, AASHTO, and the Army Corp of Engineers.

H&K's corporate office is located in Nevada City, California, with branch offices in Truckee, Chico, Yuba City, Murphys, and Fresno. Our staff includes engineers, geologists, hydrogeologists, field engineering technicians and inspectors, and laboratory technicians. We have staff members licensed to provide services in California, Oregon, Washington, Nevada, Utah, Arizona, Colorado, and Hawaii.

H&K's clientele includes municipal and government agencies, schools, construction companies, architecture and engineering firms, land development firms, hospitals, industrial corporations, and energy conglomerates.

Our firm is well known for its value engineering and the creation of thoughtful, innovative designs that meet the unique requirements of project-specific challenges, such as rock at shallow depths, slope stabilization, rock anchors, and difficult site access.

We invite you to find out more at [www.HoldregeandKull.com](http://www.HoldregeandKull.com).

### Geotechnical Consulting & Engineering

- Geotechnical Investigations
- Foundation Engineering
- CIDH Pile Mitigation
- Retaining Wall Design
- Slope Stability Evaluations
- Earth Dam Design
- Shoring Design
- Distressed Structure Evaluations
- Litigation Support

### Construction Quality Assurance

- Special Inspection and Materials Testing, including Structural Steel, Reinforced Structural Concrete, Reinforced Structural Masonry, Spray Applied Fireproofing, Engineered Fill, Hot Mix Asphalt, Post Installed Anchors, Cast-in-Place Piles, Soil and Rock Anchors
- Construction Management

### Solid Waste Engineering

- Landfill Design
- Construction Quality Assurance
- Regulatory Compliance
- Water Quality Monitoring & Reporting
- Landfill Gas Monitoring & Reporting

### Geology & Hydrogeology

- Geologic Hazards Reports for Schools & Hospitals
- Geologic Mapping
- Alquist-Priolo Fault Zone Studies & Fault Evaluation
- Geophysical Services

### Environmental Consulting & Hydrogeology

- Phase I & II Environmental Site Assessments
- Soil & Groundwater Evaluations
- Leaking Underground Storage Tanks (LUST)
- Abandoned Mine Land (AML) Assessments
- Preliminary Endangerment Assessments (PEA)
- Engineering Evaluation/Cost Analysis (EE/CA)
- CERCLA Remedial Site Investigations
- Groundwater Modeling & Hydrogeology Evaluations
- Storm Water Pollution Prevention Plans (SWPPP)
- Soil & Groundwater Remediation
- Solid and Liquid Waste Treatment Facilities
- Asbestos Dust Mitigation Plans & Monitoring
- Litigation Support
- Ground Penetrating Radar





# Approach and Scope of Work

## Approach

Prior to the submittal of our proposal, Holdrege & Kull reviewed the project location, the site map, the before and after photos of liner installation, photos of the slope failure, and visited the project site. We are prepared to present a letter establishing ourselves as the geotechnical engineering firm of record upon being awarded the contract.

The project will be managed by John Atkinson in our Nevada City office. Mr. Atkinson has worked with the City of Colfax on multiple projects with major complexities and site-specific conditions that have required in-depth geotechnical engineering and testing. He has provided the most feasible and value-oriented approach to these projects. Currently, H&K holds the on-call contract for the City of Colfax. In January 2017, when the slope failed on the Wastewater Treatment Plant Pond 3, H&K was contacted to provide an initial review and preliminary analysis of the failure. Our Principal in Charge, Chuck Kull, relied on Project Engineer Richard Peevers to respond and evaluate the field conditions. Mr. Peevers immediately went to the project site and examined the section of slope which appeared to be failing. After discussing the situation with Dane Schilling and his team on-site, H&K provided the team with an analysis and monitoring recommendations. H&K was also given the records associated with this portion of the site to allow further review. In order to prepare this proposal, H&K has reviewed the records provided by the City of Colfax and historical information about the site. In addition to reviewing documents, H&K has internally discussed the failure and the approach to rectification. H&K is prepared to determine the cause of slope failure and provide recommendations and associated costs to remediate the problem.

Mr. Atkinson will coordinate all geotechnical investigation activities through the City of Colfax, with an emphasis on timing and turn-around. Chuck Kull will lead the investigations with the support of staff geologists Bryan Botsford and Daniel Vieira. Being local to Colfax, and having worked on this particular plant numerous times, H&K holds a distinct advantage on being responsive to last-minute changes in the schedule needed to accommodate the City of Colfax.

Based on our experience with the plant, H&K knows the history of the site and the local difficulties involved with operation of this location adjacent to residential homes. This knowledge is valuable when determining the methods of investigating the failure, type of recommendations, estimates, and costs. In addition, our local Nevada City office has a complete materials testing laboratory, which is fully approved by DSA, Caltrans, AASHTO, and the Army Corp of Engineers. The advantage of having this full-service laboratory within 15 miles, will be crucial if additional services, like geotechnical testing and construction observation, are requested.

H&K will perform the appropriate geotechnical investigation as outlined in the following pages. Our geotechnical services will be provided in accordance with standards established by the industry. H&K will prepare a geotechnical engineering investigation report, presenting the findings, conclusions, and recommendations for the pond. The exploration will be performed using a excavator/backhoe, and possibly high-precision survey equipment.



## Scope of Work

H&K proposes to perform the following tasks as basic services; Task 1 - Review Engineering Design Documents for Pond 3 Liner Project, Task 2 - Review Construction Documents and Records, Task 3 - Perform Site Investigation, Task 4 - Perform In-place Subsurface Geotechnical Exploration, Task 5 - Provide an Opinion on Causes of Slope Failure, Task 6 - Provide Recommendations to Remediate Slope Failure, Task 7 - Provide Estimates of Quantities and Cost, Task 8 – Provide construction Phase Services.

Each task is described below. No other additional services are included.

### **Task 1 Review Engineering Design Documents for Pond 3 Liner Project**

H&K will review engineering design documents provided by the City of Colfax, which are related to the project site and/or the Pond 3 Liner project design. It is anticipated that the review of documents will extend back to the geotechnical report prepared by Fugro West Inc. in 2008. Some relevant documents that H&K thinks are beneficial to the historical design document review would include any preliminary design documents and historical site maintenance records, including Division of State Dam annual inspection records, if available. As part of the historical document review, H&K will also review available documents, which were prepared for use during the bidding and construction phase of the Pond 3 Liner, to verify that design parameters were incorporated into the construction design documents. As part of the review, H&K will review historic and geologic literature pertaining to the project site. The purpose of reviewing the engineering design documents will be to confirm that concepts of the construction documents were compatible with existing site conditions and proposed improvements.

### **Task 2 Review Construction Documents and Records**

H&K will review construction documents provided by the City of Colfax which were prepared and generated during the construction phase of the Pond 3 Liner. H&K understands that the Pond 3 Liner construction occurred during the second half of 2012. Based on records reviewed in preparation for the development of this proposal, it was determined PSOMAS was retained by the City of Colfax to provide construction management and inspection services, while Campbell Construction was retained to perform construction of the improvements. As part of the review process, H&K anticipates to review as-build's, daily inspector reports, daily contractor reports, construction change orders, quality control documents, and laboratory test data. The purpose of reviewing the construction documents and records will be to confirm: the extent possible the intent of the design documents, that industry standards and practices were followed, and that procedures were complied with during the construction of the project. Review of topographic ground surveys provided by Dundas Geomatics.

### **Task 3 Perform Site Investigation**

Following the review of construction documentation, review of topographic ground surveys provided by Dundas Geomatics and engineering design documents, H&K will finalize the anticipated approach to the site investigation in a geotechnical work plan. Based on the information discovered during Tasks 1 & 2, the location of subsurface investigative efforts will be defined in an effort to maximize the ability to collect the highest quality information possible during subsequent subsurface explorations. The preferred method of subsurface exploration will be



determined and detailed during the development of the site investigation plan. It is anticipated that subsurface investigations will include exploratory trenches as a means of accumulating high quality data. It is anticipated that up to five exploratory trenches could be utilized to collect the data required. Depending on the subsurface soil and rock conditions encountered, H&K anticipates that laboratory testing of soil and rock samples will include: classification of soils, direct shear testing, Atterberg Limits, moisture-density determinations, and unconfined compression tests. Survey work will be performed to determine the location of the toe for comparison with as-built documents. The geotechnical work plan will be developed in order to facilitate the collection of necessary data and samples in order to evaluate the slope failure, as well as, to determine existing conditions that may have contributed to the failure.

#### **Task 4 Perform In-place Subsurface Geotechnical Exploration**

In accordance with the geotechnical work plan developed during Task 3, H&K will coordinate the necessary equipment and permits to complete the subsurface investigation. During the investigation, it is anticipated that H&K will observe the excavation of five exploratory trenches to depths of 10-feet below the current access road grade. An H&K staff engineer or geologist will log the trenches borings in the field. During the exploratory trenching, the trenches will be sampled in an attempt to identify the slide plane. The relatively undisturbed soil and rock samples will be logged and collected for future evaluation and testing.

As currently proposed, soil and rock samples collected from field investigation will be delivered and stored at the H&K laboratory pending testing. If laboratory testing is requested, H&K anticipates that the scope of the work will include direct shear testing, Atterberg limits, moisture-density determinations, and unconfined compression tests. Shear and unconfined compression test results will be used to determine the internal friction and cohesion properties of the soil and rock encountered. Moisture-density determinations will be used to estimate the in-place moisture content and density of the soil and rock. If laboratory testing is performed, the results will be used to facilitate slope stability testing and the future evaluations of landslide stabilization and repair schemes.

H&K will utilize the subsurface exploration, soil sampling, and laboratory testing to prepare an engineering report documenting the site conditions and soil parameters, data, borings, and laboratory testing completed.

H&K will rely on Coastland Engineering's subconsultants, Dundas Geomatics, to perform topographic surveying and mapping to describe the slope and basin geometry of the failed area in the attempt to determine any changes in the geometry of the slopes below the water line. This information would be used to identify any bulging of the existing slopes or basin that would indicate a rotational or translational slope failure. This data along with the laboratory testing would allow us to perform slope stability analysis.



**Task 6 Provide an Opinion on Causes of Slope Failure**

H&K will prepare a report presenting our findings, conclusions, and recommendations based on the information collected during Tasks 1 through 4. H&K's report will include a description of the field work, the equipment used, personnel, and samples collected. H&K anticipates that the findings will include descriptions of the soil and rock conditions encountered, landslide characteristics, and slope stability testing. Boring logs and laboratory test results will also be included. The conclusions will include a description of the mechanics of the slide, estimated depth of failure, and potential for repair of the slide.

**Task 6 Provide Recommendations to Remediate Slope Failure**

During work associated with Task 6, H&K anticipates to work closely with City of Colfax to review options for slope failure remediation based on the conclusions reported in Task 5. Following the review and discussions of options with the City of Colfax, H&K anticipates to prepare documents necessary for the implementation of the recommendations. H&K will prepare appropriate drawings to the level of remediation agreed upon for review and comment by the City of Colfax with final drawings prepared incorporating comments.

**Task 7 Provide Estimate of Quantities and Cost**

Based on the agreed upon the remediation plan, H&K will prepare a letter report providing an estimate of preliminary quantities, in addition to cost estimates of probable construction work to repair the WWTP Pond 3 Liner.

**Task 8 Provide Construction Phase Services**

H&K is fully prepared to augment the City of Colfax during the remediation phase of this project. We anticipate that this augmentation of the city staff may involve either a full-time or part-time commitment of H&K staff to support the geotechnical testing and observation requirements.

## Schedule

H&K's proposed work schedule is based on our present and expected workload. H&K is prepared to commence work on this project following receipt of a signed contract and notice to proceed. H&K assumes that with a timely turnaround of the contract and notice to proceed, the subsurface investigation can be performed within four weeks, weather permitting. H&K estimates that the final report will be completed within five weeks following completion of the field activities.

The time required to complete our geological investigation field work may be increased as a result of encountering unforeseen subsurface conditions, adverse weather conditions, soil stability, property access problems, or scheduling of exploratory equipment.



## Relevant Project Experience

### Cascade Shores WWTP, Nevada County, CA

Following heavy spring rain in May of 2005, a significant landslide destroyed a pipeline that carried wastewater from homes in Cascade Shores to the treatment plant near Nevada City. Although the treatment facility was not severely damaged, continued instability of the 100-foot-tall cliffs above the plant posed a risk to buildings, equipment, and workers below. Nevada County Department of Sanitation retained Holdrege & Kull to evaluate the situation and develop a mitigation plan to prevent further damage. To facilitate protecting the plant prior to the start of the 2005/2006 rainy season, H&K designed a soldier beam wall, a Gabion wall, and rock fall protection netting on the cliff face to protect the plant. H&K also acted as construction managers for this fast-track project. The project was successful in protecting the plant from further damage and received the 2005 Project of the Year award from the Engineer's Association of Nevada County.



#### Reference

Steve Castleberry  
Nevada County Dept. of Public Works  
530-265-1411

To assess future risk to the treatment plant, H&K conducted an intensive slope stability analysis that included drilling and down-hole observations in several 30-inch-diameter borings. The findings resulted in a new industry-wide understanding of the instability risks of the Lone Formation, a common geologic unit in Northern California.

**Project Owner:** Nevada County DPW

**Project Duration:** May 2005 - May 2007

**H&K Fee:** \$386,000

**H&K Staff Involved:** Chuck Kull, John Atkinson, Rob Fingerson, Tom Holdrege, Michelle Holub

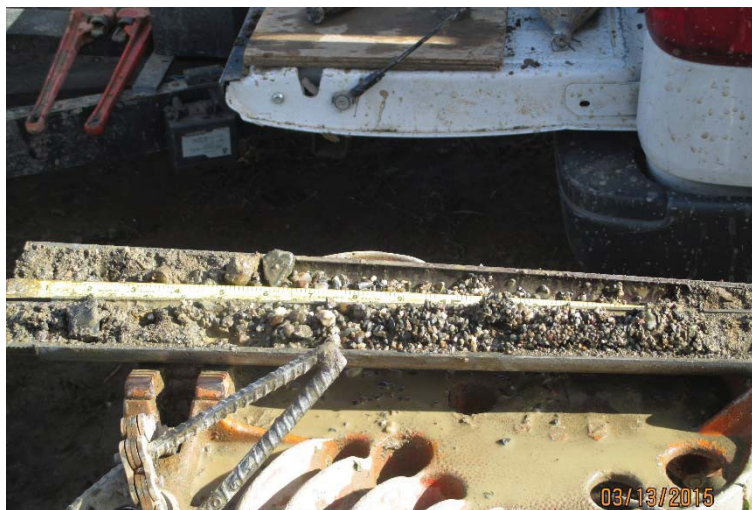
#### **Services Provided:**

- ✓ Geotechnical engineering design
- ✓ Engineering geology
- ✓ Construction management
- ✓ Materials testing and observation



## Colusa Wastewater Plant and Pipeline Improvements, Colusa, CA

Holdrege & Kull completed a geotechnical engineering investigation for the City of Colusa for improvements to the existing wastewater treatment system. The improvements included a new 55 foot diameter by 22 foot deep below-ground clarifier tank at the wastewater treatment plant; a new 26 foot deep pump lift station on an existing sewer collector pipeline; replacement of approximately 15,000 linear feet of sewer pipeline; and design of perimeter earth berms and liner system for a 20-acre wastewater treatment pond.



The subsurface investigation entailed drilling and sampling 18 exploratory borings along the sewer pipeline alignment to a maximum depth of 20 feet, drilling one exploratory boring each at the clarifier tank and pump lift station to maximum depths of 50 feet, and drilling five exploratory borings at the treatment pond to a maximum depth of 20 feet. Drilling along the sewer pipeline alignment was performed on two-lane city residential and commercial streets, which required use of traffic controls to close off one lane. H&K characterized the soil and groundwater conditions at each exploratory boring location using field and laboratory test methods.

H&K's engineering design services included estimates of seismic liquefaction induced settlements, foundation designs, and earthwork recommendations for the clarifier tank and pump lift station; sewer trench backfill recommendations; soil corrosion potential for structural design of the sewer pipeline; slope stability analysis of the wastewater treatment pond perimeter berms; and in situ permeability testing of the native soil exposed in the bottom of the wastewater treatment pond. H&K completed the project on-time and within budget.

### Reference

Jessica Cain  
City of Colusa Dept. of Public Works  
530-458-4740

**Project Owner:** City of Colusa

**Project Duration:** March 2015 - June 2015

**H&K Fee:** \$60,000

**H&K Staff Involved:** Don Olsen and Chad Borean

### **Services Provided:**

- ✓ Earthwork recommendations
- ✓ Foundation design
- ✓ Sewer pipeline trench design
- ✓ Seismic liquefaction analysis



## Colfax 3 Pond Liner, Colfax, CA

A pre-fabricated, high-density, polyethylene (HDPE) liner, or Hypalon geomembrane, was installed as part of the upgrade to the 69-million-gallon Pond 3 storage reservoir. Pond 3 is approximately 9.7 acres in plan area and is located along the southern portion of the Colfax Waste Water Treatment Plant. It consists of an earth fill dam, spillway, outlet piping, and overflow alarm level device.

H&K performed a limited subsurface investigation at the northeast section of Pond 3 that included observation, documentation, and evaluation of the seepage occurring at the site. The investigation involved the upper 10 feet of soil. H&K prepared a limited-scope geotechnical report and provided design recommendations for subdrains.



### Reference

Ken Stram  
PSOMAS  
916-788-8122

H&K also provided one full-time engineering technician during construction. Scope of services included:

- Continuous field moisture/density testing during construction of the embankment fills.
- Periodic field moisture/density testing during construction of the 1:12 access ramp, subgrade for the perimeter access road, and subgrade for the liner.
- Laboratory testing to support the materials testing being completed in the field.
- Preparation of field and/or laboratory reports detailing the results of testing performed.

**Project Owner:** City of Colfax

**Project Duration:** Aug. 2012 - Oct. 2012

**H&K Fee:** \$44,300 (Construction cost: \$2M)

**H&K Staff Involved:** John Atkinson, Bob Stiles

**Services Provided:**

- ✓ Geotechnical investigation
- ✓ Materials testing and inspection





# Appendix



## Chuck Kull, PG, GE, CEG

*Founding Principal, Vice President*

*Principal in Charge*

**Chuck Kull, GE, CEG**, has designed and overseen construction projects throughout California and Nevada since 1984. His professional background includes mine reclamation plans; shoring design with tie-back and soldier beam and wood lagging; structural design and rock bolting for large penstock thrust blocks, bridge abutments, and towers; and extensive grading projects in difficult soil. Chuck has designed and overseen the construction of large and small earth dams and concrete spillways in Northern California.

Analyses have included seepage calculations, slope stability, and borrow material selection. Several of the dams are under the jurisdiction of the Division of Safety of Dams (DSOD). He excels at developing alternative design approaches to mitigate challenging site conditions. He is currently involved with test development, grading, and enforcement of the California Certified Engineering Geologist certification. He also serves as an expert witness on California Department of Transportation construction disputes. Chuck is a founding principal of Holdrege & Kull.

### Education

- M.S. in Civil Engineering, San Jose State University
- B.S. in Engineering Geology, San Jose State University

### Registrations/Certifications

- Geotechnical Engineer, CA No. 2359
- Professional Engineer, CA No. 46701
- Certified Engineering Geologist, CA No. 1622
- Registered Geologist, CA No. 5159
- Professional Civil Engineer, Nevada, Oregon, and Hawaii

### Expertise

- Deep Foundation Design
- Tie-Back Retaining Wall Design
- Rock Bolt Design
- Shoring Design
- Construction-Phase Project Management
- Reinforced Earth Retaining Walls with Geogrid Geosynthetics
- Earth Dam and Spillway Design

### Affiliations

- Geoprofessional Business Association
- California Geotechnical Engineers Association
- Association of Engineering Geologists

### Representative Projects

#### ***Elizabeth George Water Treatment Plant, Nevada County, CA***

Principal-in-charge of geotechnical investigation of project site and project manager for engineering and materials testing services provided during construction.

#### ***Penn Valley Waste Water Treatment Plant, Penn Valley, CA***

Project engineer for evaluation of the site conditions and geology with regard to shallow subsurface drip emitter disposal of treated wastewater. Mr. Kull also provided geotechnical engineering evaluation of alternate wastewater pipeline alignment to serve the rural community.

#### ***Bear River Canal Emergency Slope Repair, Colfax, CA***

Project manager for the design of bolts and a safety platform for this emergency repair project. A portion of the Bear River Canal owned by PG&E failed during the winter of 2010-2011. Part of the repair involved installing a series of high capacity bolts on a reinforced concrete wall. Mr. Kull designed the rock bolts and oversaw the proof and performance testing of the bolts. He was retained on a Thursday afternoon to design the bolts and a temporary drilling platform that would support the



## Chuck Kull, continued

workers and drill rig. The platform had to be designed for various slope angles up to 75 percent. Mr. Kull provided the design and working drawings to a local steel fabricator, and the platform was delivered to the site on Saturday afternoon, approximately 40 hours after his initial site visit.

### ***Dark Horse Residential Subdivision, Nevada County, CA***

Geotechnical engineer providing initial geotechnical studies and design recommendations for pavement of roadways, utilities, clubhouse and golf course grading, stacked rock walls, an earth dam and reservoir, and disposal fields for onsite wastewater treatment systems. Also oversaw CQA services during road construction and sewer/water alignment from the subdivision to Lake of the Pines WWTP.

### ***Folsom Dam Auxiliary Spillway, Folsom, CA***

Project manager responsible for conducting a rock fall investigation that lead to design of a shoring system, including rock bolts up to three inches in diameter, with design loads of 820 kips. Designed a jacking load chair for the large-diameter bolts and provided proof and performance testing spreadsheets in conformance with PTI 4. Provided analysis on crane surcharge loading on over-steepened mechanically stabilized earth slopes. Also provided design of rock fall netting used when blasting occurred near structures and workers. Mr. Kull used the Colorado Rockfall Simulation Program (CRSP) for rock impact energy. Work was performed from 2012 to 2015.

### ***Red Bluff Fish Passage Screens & Ladders, Red Bluff, CA***

Project manager for sheet pile shoring for excavations up to 25 feet deep adjacent to the Sacramento River near Red Bluff. Also developed a dewatering plan for a concrete siphon beneath Red Bank Creek. The dewatering plan called for 24-inch-diameter well points placed on 50-foot centers to draw groundwater down to allow construction of the siphon. Work was performed in 2010.

### ***Badger Street Bridge, Sutter Creek, CA***

Project manager for the geotechnical investigation and preparation of a geotechnical engineering report to meet Caltrans guidelines for this bridge replacement project. The report included foundation recommendations and seismic design criteria.

### ***Jackson Meadows Spillway, Nevada County, CA***

Project manager for the analysis of the hillside above this high Sierra lake spillway to evaluate slope stability and estimate the volume of soil/rock that could enter the spillway if a slope failure occurred. Analysis included laboratory testing of soil and rock samples, and mapping joints, fractures, and bedding attitudes in onsite volcanic rock.

### ***Friant Dam, Fresno, CA***

Project manager retained by a contractor to design temporary and permanent rock bolts for a new hydroelectric power plant to be installed at the base of Friant Dam. Excavations exceeded 35 feet in depth and retained granular fill and weathered rock. Some of the challenges included unstable slopes from groundwater seepage, crane surcharge loading, 30-inch HDPE bypass shoring, and tunneling under existing concrete stairs. Also designed a coffer dam to hold back water from the dam tailrace. The two-year project was completed with no shoring complications.





## John Atkinson

*Manager, Nevada City Lab/Field Division*

*Project Manager*

**John Atkinson** is a principal with Holdrege & Kull. He manages the Lab and Field Operations for the firm and is the technical leader of the special inspection staff. John has been with H&K since its inception in 1993. He has performed construction quality assurance services on a variety of grading and special inspection/materials testing projects throughout the Sierra Nevada foothills, Central Valley, and Bay Area regions. John has developed and implements an annual in-house training clinic for technicians to prepare for various industry materials testing certifications. With his hands-on style of management, John is frequently in the laboratory or on site performing special inspection and testing of projects, including municipal and commercial developments, residential subdivisions, and municipal utility and roadway construction. John recently served as President of the California Council of Testing and Inspection Agencies.

### Representative Projects

#### ***City of Colfax WWTP Pond 3 Liner, Colfax, CA***

Project manager responsible for overseeing quality assurance services during construction of a pre-fabricated high-density polyethylene (HDPE) liner installed as part of the upgrade to the 69-million-gallon (9.7 acre) Pond 3 storage reservoir. Directly supervised one full-time on-site engineering technician who provided continuous observation and testing services during construction.

#### ***Elizabeth George Water Treatment Plant, Nevada Irrigation District, CA***

Project manager responsible for overseeing comprehensive special inspection and materials testing services, including review of plans and specifications for testing requirements; logistics and coordination with the onsite resident inspector; inspection of foundation reinforcing steel; welding inspection; as well as inspection of concrete, included slump, air content, strength, unit weight, and water cement ratios.

#### ***Cascade Shores Wastewater Treatment Plant, Nevada County, CA***

Project manager responsible construction management and materials testing and observation. The project required an extensive slope stability analysis that included drilling and down-hole observations in several 30-inch-diameter borings. The findings results in a new industry-wide understanding of the instability of the Lone Formation, a common geologic unit in Northern California.

#### **Education**

- General Education, Nevada Union High School

#### **Certifications**

- American Concrete Institute (ACI) - Grade 1 (Field and Lab)
- American Welding Society (AWS-CWI)
- National Institute for Certification in Engineering Technologies (NICET) - Level II: Soil and Concrete
- International Code Council (ICC) - Special Inspector for Reinforced Concrete, Masonry, Structural Steel Welding, Structural Steel Bolting, and Soils
- American Society of Nondestructive Testing (ASNT) - Level 2
- California Health and Welfare Agency, Dept. of Health and Human Services, Radiologic Health Branch, Radiation Safety Officer
- Division of State Architect - Certified Masonry Inspector
- Caltrans Test Methods - 105, 125, 201, 202, 216, 217, 227, 229, 231, 308, 309, 370, 375, 382, 504, 518, 521, 523, 524, 533, 539, 540, 556, 557
- Nuclear Density Gauge Operation, CA No. 5359

#### **Expertise**

- Construction quality assurance
- Nuclear density testing
- Groundwater monitoring and sampling
- Special inspection of structures and structural materials



## John Atkinson, continued

### ***City of Colfax Infiltration and Inflow (I&I) Mitigation, Colfax, CA***

Project manager responsible for overseeing materials testing and special inspection services during rehabilitation of 10,182 linear feet of the collection system and 100 manholes. Services included field moisture/density testing during the backfilling operations associated with the installation of new piping for the wastewater collection system and laboratory testing to support the materials testing being performed in the field.

### ***Nevada County-On Call Contract, CA***

Lab and field supervisor currently responsible for coordinating task orders involving materials testing, special inspections, reporting, and client billing for multiple projects being completed as part of the Nevada County Capital Improvement Plan. Materials testing and inspection services have included work ranging from roadway to structures. As part of the project, Mr. Atkinson was responsible for ensuring services were performed in accordance with Federal and State requirements. H&K has provided these services for the County of Nevada since 1995.

### ***Caltrans District 1 and 3 On-Call Contract***

Lab and field supervisor responsible for coordinating all task orders, field personnel, laboratory testing, and reporting for various Caltrans District 1 & 3 highway improvement projects in the Central Valley, North coast, Sierra foothills and mountains in Northern California area as part of our current on-call contract.

### ***Pasquale Road Landslide, Nevada County, CA***

Operator responsible for moving and operating excavation equipment within the slide area so the investigation of a large-scale landslide on Pasquale Road in rural Nevada County could be completed. Due to the nature of the site, typical drill equipment was unable to negotiate the steep and saturated conditions. Through a combination of efforts, access was provided to allow for a sampling of soil at depth and within the slide, aiding in the evaluation of the failing slope.

### ***Brunswick Road Transmission Pipe Replacement, Grass Valley, CA***

Lab and field manager for CQA services during installation of more than a half-mile of 16-inch-diameter ductile iron pipe in Brunswick Basin. Project complications included the demands of performing site work at night (to minimize traffic impacts), mitigating difficult soil conditions and caving excavations, encountering abandoned and unmapped underground utilities, and addressing potentially contaminated shallow groundwater.

### ***McCourtney Road Landfill, Nevada County, CA***

Project manager in charge of sampling and monitoring of groundwater wells, surface water, leachate extraction wells, surface impoundments, lysimeters, and leachate pump stations. H&K's work efforts have included preparing quarterly, semi-annual, and annual water quality reports required by the California Regional Water Quality Control Board (CRWQCB). Most recently, H&K updated the Water Quality Protection Standard (WQPS) and revised the Monitoring and Reporting Program (MRP) to eliminate monitoring points that are no longer needed.



## Bryan Botsford

*Staff Geologist*

### Education

- B.S. in Geology and Minor in Business, California State University, Sacramento

### Specialized Training

- 40-Hour Hazardous Waste Operations
- 8-Hour Annual HAZWOPER
- GIT Certification
- Fundamentals of Professional Practice, Class 25 Graduate

### Expertise

- Groundwater monitoring
- Phase I/II Site Assessments
- Preliminary Endangerment Assessment (PEA)
- Removal Action Work Plans (RAW)
- Remedial action quality assurance

**Bryan Botsford** joined Holdrege & Kull four years ago after working in the Waste Discharge Requirement (WDR) enforcement division of the Regional Water Quality Control Board (RWQCB). Mr. Botsford focuses on contaminated soil and groundwater investigation and remediation, contaminant transport evaluations, geologic evaluation, abandoned mine lane characterization, Storm Water Pollution Prevention Plan (SWPPP) services, and landfill post-closure permitting and monitoring.

### Representative Projects

#### ***McCourtney Road Landfill, Grass Valley, CA***

Primary liaison with the Nevada County Public Works department for H&K's general engineering contract for this landfill project. Performed and oversaw groundwater, surface water, leachate, and landfill gas monitoring, and worked with the Central Valley Water Board during the WDR revision for the facility. Also developed an updated Post Closure Maintenance Plan and a Storm Water Pollution Prevention Plan for the facility, and developed a work plan for the installation of additional wells along the groundwater point of compliance at the facility.

#### ***NEMDC Levee Rehabilitation, Sacramento, CA***

Staff geologist for a Risk Level 2 levee repair project along the American River. Assisted with the groundwater monitoring during the SWPPP; performed visual monitoring and reporting of weekly, pre-, during, and post-storm events; prepared Annual Report; and uploaded all documentation into the SMARTS system of the Regional Water Quality Control Board.

#### ***WRDA 96 – NEMDC North, Sacramento, CA***

Staff geologist for a 1,500-foot-long, 25- to 35-foot-deep cement-bentonite slurry wall that was installed in a levee near Railroad Avenue in Sacramento. Oversaw storm water pollution testing. Other work included logging soil from the excavation, sampling and laboratory testing.

#### ***Former Sierra Farms #2, Georgetown, CA***

Staff geologist in charge of implementing a site investigation work plan that included development of a drilling and sampling strategy to characterize petroleum hydrocarbon contamination in a fractured bedrock aquifer. Characterization techniques included weathered rock core sampling, groundwater monitoring well design and installation, and groundwater sampling.



## Daniel Vieira

*Staff Geologist*

### Education

- B.S. in Geology & B.A. in Geography, Sonoma State University

### Registrations/Certifications

- Geologist in Training
- 40 Hour HAZWOPER training
- American Concrete Institute (ACI) Concrete Field Testing Technician – Grade 1
- Caltrans Test Methods - 125, 231, and 375
- Nuclear Density Gauge

### Expertise

- Drilling and trenching
- Geologic mapping
- Hillside grading

### Affiliations

- American Institute of Professional Geologists (AIPG)
- Geological Society of America (GSA)

**Daniel Vieira** has worked as a staff geologist since 2015 and joined Holdrege & Kull in 2017. He has carried out geotechnical studies, consultation, drafting, GIS analysis, laboratory and field testing, construction observation, and special inspections throughout Northern California. His experience working on various grading projects for federal, state, county, and private projects has made Mr. Vieira a great new addition to Holdrege & Kull. Daniel is Caltrans and ACI certified for various materials testing procedures.

### Representative Projects

### Representative Projects

#### ***Various Projects with RGH Geotechnical and Environmental Consultants, Santa Rosa, CA***

While at RGH, Mr. Vieira was responsible for conducting geotechnical studies, consultation, drafting, GIS analysis, laboratory and field testing, construction observation, and special inspections. Daniel gained experience in performing geologic mapping and analysis, drill and test pit logging, and environmental sampling. He also gained experience in observation and testing of grading projects including: fill placement and installation of roadways, asphalt paving, concrete sampling, building site improvements, foundations, keyways, subdrains, hillside/buttress fills, and landslide repairs. He worked on a variety of projects including wineries, schools, fire stations, roadways, Caltrans, hillside grading, and landslides. He also conducted field work in a variety of geologic settings around Sonoma, Napa, Lake Marin, and Contra Costa counties.



**Nevada City**

Corporate Headquarters  
792 Searls Avenue  
Nevada City, CA 95959  
530-478-1305

**Truckee**

10775 Pioneer Trail, Suite 213  
Truckee, CA 96161  
530-587-5156

**Chico**

48 Bellarmine Court, Suite 40  
Chico, CA 95928  
530-894-2487

**Yuba City**

1282 Stabler Lane, Suite 630-300  
Yuba City, CA 95993  
530-820-9234

**Fresno**

8050 North Palm, Suite 300  
Fresno, CA 93711  
559-389-5854

**Murphys**

940 Algiers Street  
Murphys, CA 95247  
530-362-2775



May 4, 2017

Dane Schilling  
City of Colfax  
33 South Main Street  
Colfax, CA 95713

Re: **Fee Proposal** for the Geotechnical Investigation for City of Colfax Wastewater Treatment Plant Pond 3 Embankment Failure

Based on the scope of work outlined in our proposal, we provide the following fee breakdown. We have divided the scope into eight tasks, for which we are providing a lump sum total per task.

Task 1	Review Engineering Design Documents for Pond 3 Liner Project.....	\$3,375
Task 2	Review Construction Documents and Records.....	\$4,725
Task 3	Perform Site Investigation .....	\$600
Task 4	Perform In-Place Subsurface Geotechnical Exploration.....	\$18,106
Task 5	Provide an Opinion on Causes of Slope Failure.....	\$4,737
Task 6	Provide Recommendations to Remediate Slope Failure .....	\$2,340
Task 7	Provide Estimate of Quantities and Costs .....	\$2,100
Task 8	Provide Phase Services.....	TBD
<b>TOTAL</b>	.....	<b>\$35,983</b>