

# City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

Mayor Joe Fatula · Mayor Pro Tem Marnie Mendoza  
Councilmembers · Kim Douglass · Sean Lomen · Trinity Burruss

## REGULAR MEETING AGENDA

August 14, 2019

**Regular Session: 6:00PM**

### 1 OPEN SESSION

- 1A. Call Open Session to Order
- 1B. Pledge of Allegiance
- 1C. Roll Call
- 1D. 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.

### 2 PRESENTATION (NO PRESENTATIONS SCHEDULED)

**Notice to the Public:** City Council, when considering a matter scheduled for hearing, will take the following actions:

- 1. Presentation by Staff
- 2. Open the Public Hearing
- 3. Presentation, when applicable, by Applicant
- 4. Accept Public Testimony
- 5. When applicable, Applicant rebuttal period
- 6. Close Public Hearing (No public comment is taken, hearing is closed)
- 7. Council comments and questions
- 8. City Council Action

*Public Hearings that are continued will be so noted. The continued Public Hearing will be listed on a subsequent council agenda and posting of that agenda will serve as notice*

### 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: By Motion, Approve Consent Calendar**

#### 3A. [Minutes – Regular Meeting of July 24, 2019](#)

**Recommendation:** Approve the Minutes of the Regular Meeting of July 24, 2019.

#### 3B. [Quarterly Investment Report- Quarter Ending June 30, 2019](#)

**Recommendation:** Receive and file.

#### 3C. [Bureau Veritas Contract Extension for Building Inspection Services](#)

**Recommendation:** Adopt a Resolution authorizing the City Manager to extend the contract with Bureau Veritas for building inspection services on an as needed basis not to exceed \$108,000 for the fiscal year ending June 30, 2020.



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

**August 14, 2019**

Page 1 of 3

3D. [South Auburn Street and I-80 Roundabout Project \(Federal Project No. CML-5187\(010\) – Colfax Todds Valley Consolidated Tribe Contract](#)

**Recommendation:** Adopt a Resolution authorizing the City Manager to enter into an agreement with Colfax Todds Valley Consolidated Tribe in an amount not to exceed \$15,000.

3E. [Osborne Development Proposal CEQA Document Preparation – Millennium Planning and Engineering Contract](#)

**Recommendation:** Adopt a Resolution authorizing the City Manager to execute an agreement with Millennium Planning and Engineering for the Osborn Development project CEQA document in an amount not to exceed \$21,100.

\*\*\* End of the Consent Calendar \*\*\*

#### 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 Manager**

5C. **Agency Partner Reports**

#### 6 COUNCIL BUSINESS

6A. [Contract Award for Culver Street Rehabilitation Project – Phase I](#)

**Recommendation:** Discuss and consider adopting a Resolution authorizing the City Manager to:

1. Award a construction contract to Simpson and Simpson Inc. in the amount of \$227,453 and authorize the City Manager to execute change orders up to the budgeted amount.

2. Adopt the total project budget for the Culver Street Rehabilitation Project – Phase I in the amount of \$307,045.

6B. [City Clerk](#)

**Recommendation:** Discuss and consider adopting a Resolution appointing Jaclyn Collier as City Clerk.

6C. [City Engineering Consultant Services](#)

**Recommendation:** Discuss and consider adopting a Resolution authorizing the City Manager to enter into a Contract Agreement with GHD for City Engineering services for a term of 3-year with an option for a 2-year extension.



**7 GOOD OF THE ORDER**

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

**8 ADJOURNMENT**

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

*Amy M. Lind*

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Amy Lind, Interim City Clerk

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

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City of Colfax  
City Council Minutes  
Regular Meeting of Wednesday, July 24, 2019  
City Hall Council Chambers  
33 S. Main Street, Colfax CA

**CLOSED SESSION**

There was no closed session at this meeting.

**1      OPEN SESSION**

**1A.      Call Open Session to Order**

Mayor Fatula called the open session to order at 7:00P.M.

**1B.      Pledge of Allegiance**

Tim Ryan led the Pledge of Allegiance.

**1C.      Roll Call**

Council members present: Burruss, Douglass, Fatula, Lomen  
Council members absent: Mendoza

**1D.      Approval of Agenda Order**

By MOTION, approve the agenda as presented.

The motion was made by Council Member Burruss and seconded by Council Member Lomen and approved by the following voice vote:

**AYES:**            Burruss, Douglass, Lomen, Fatula

**NOES:**

**ABSENT:**        Mendoza

**2      PRESENTATION**

There were no presentations at this meeting.

**3      CONSENT CALENDAR**

**3A.      Minutes - Regular Meeting of June 26, 2019**

**Recommendation:** Approve the Minutes of the Regular Meeting of June 26, 2019.

**3B.      Cash Summary Report - June 2019**

**Recommendation:** Receive and File

**\*\*\* End of the Consent Calendar \*\*\***

By MOTION, approve the consent calendar.

The motion was made by Council Member Lomen and seconded by Council Member Burruss and approved by the following voice vote:

**AYES:**            Burruss, Douglass, Fatula, Lomen

**NOES:**

**ABSENT:**        Mendoza

4

**PUBLIC COMMENT**

Nancy Hagman, Colfax, representing the Historical Society, and the Grace Hubley Foundation of Colfax. She said they are concerned about preservation and protection of the 52 (estimated) historical plaques around town. She asked if there are any ordinances protecting these plaques. She also questioned the accuracy of some of the plaques. This item was referred to the City Manager to provide a summary.

Lynn Fontana, recognized Treggan and his maintenance crew on the work done throughout the City over the past couple years. He mentioned the high quality of work done on street, parks, sidewalks, and the memorial park. He spoke in disagreement with a recent evaluation received.

Amada Cline, President of Gold Country Lions, suggested Colfax look into signage on a freeway overpass similar to what Loomis has done (at Horseshoe Bar and 80). She said this continues the trend of renewing the city, saying it will also encourage people to visit the town when traveling on I-80. She asked for the Council to appoint someone to look into this, possible involvement with the Branding Committee.

Cory with Colfax Net, provided an update on the variance application. He said they are waiting on test results and are working to test feasibility of alternatives. He said they would like a cooperative resolution and are working on reasonable options available. He invited the Council to visit the site, and have the issue on a future agenda.

Will Stockman, Colfax, said he was disappointed there was no breakfast at the Fire Station on the 4<sup>th</sup> of July this year. Council Member Lomen addressed the issue, saying it was due to low volunteer staffing.

Tim Ryan, Colfax, also spoke about Treggan and the maintenance staff. He spoke about their willingness to help, above and beyond.

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

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

1. Council Member Lomen reported on a Placer Sierra Fire Safe Council Meeting where Cynthia Hayes with PG&E did a presentation on the Community Wildfire Safety Program; also discussed was the shaded fuel break project. He reported that the Placer Hills Fire Department is hiring. He reported on the Art Walk and Lions Club Cruise Night, and the Dawg House Restaurant opening.

2. Council Member Douglass reported on the Pioneer Community Energy Meeting and the proposed rate increase being considered. He reported on the roundabout in town, a meeting with the new Auburn Police Chief Kinnan. He also reported that the Sierra Vista Board voted unanimously to oppose a skate park in the middle of the ball field at the Sierra Vista Community Center. He reported on an upcoming meeting with Cindy Gustafson, District 5 Supervisor at Colfax City Hall, the first Monday of August (the 5<sup>th</sup>) at 9am.

4. Council Member Burruss reported on the 3<sup>rd</sup> of July event, she thanked Green Machine, and everyone involved. She said she was on the American Legion Float with her children, which won 1<sup>st</sup> place. She announced there will be a softball tournament this Saturday at the ball field to benefit the Colfax Jr. Falcons teams.

5. Mayor Fatula reported on the roundabout presentation and the golden shovel he received for the Council Chambers. He also reported on the foreign exchange student arrival event at the Chamber/ Visitor Center.

## **5B City Operations Update – City Manager**

City Manager Heathcock reported that the City has applied for a Wastewater Apprenticeship Program Grant with California Rural Water, to encourage new Wastewater Operators by subsidizing local governments labor costs to train them. Mike Blanchar will be going through this program. He said this program will cover up to 1500 hours and its half the salary. He said this will result in a saving to the Sewer Fund of about \$15,000. He credited Tom Parnhum for referring him to this grant opportunity. He provided an update on the Roundabout Project, saying it should be done in about two months, he spoke about the lack of change orders that resulted in staying on cost due to good job design by the contract city engineer and consultants. Council Member Burruss asked about the possibility of signage in the area due to drivers not using blinkers in the intersection. He provided an update on the Hotel and review of improvement plans. He also updated the Shadow Wood project saying there are outstanding items for the improvement plans, requirements with PCWA, and additional parking. He said both projects will be putting infrastructure in soon.

## **5C Agency Partner Reports**

Brian Eagan- Battalion Chief, CalFIRE, Placer County Fire, City of Colfax Fire Department, spoke about going to peak staffing in the unit on July 5th, all engines online. He addressed the second state funded engine in CalFIRE budget, middle to end of August, tied together with hiring of staffing, governor directed the new 13 fire engines leaving assembly line to be redirected to meet this need. He spoke about an upcoming meet and greet with the two new Fire Planners with Placer County Planning Department. He spoke about a tour two weeks ago with Placer County Board of Supervisors to tour the fuel break and Colfax station 30, stressing the partnership between city, county and state. He reported on pre-

incident plans, evacuation plan is moving along, design process and plan. He said although call volume has been down over the last month and a half, the medical rescues are high, several due to risk on local trails. Shaded Fuel Break Phase 1 includes 917 acres, 158 acres done. Treatment of both WWTP and landfill, also been able to provide a line between BOR and private parties, ultimate goal, importance of adjacent land owners on board. He invited Council to tour the area to see the work completed. He spoke about the PCCOA dinner tomorrow night hosted by Colfax.

Nancy Hagman, Chair, Board of Trustees, Colfax Cemetery District, spoke with Doug Lamalfa's office regarding veterans in the cemeteries without markers, fundraising effort to finance new markers and upgrade existing markers to indicate veterans. She spoke about the group effort between the committee and the VFW.

Foxy McCleary, Colfax, announced the VFW Breakfast is every 2<sup>nd</sup> Sunday, the Legion has dinner 3<sup>rd</sup> Thursday at 5:30 or 6:00, and the Art Walk will be 16<sup>th</sup> of August from 4-8pm. She thanked the Lions for having the car show during the Art Walk. She thanked the bands for participating as well. She showed her "Colfax has heart" button.

Tim Ryan, Colfax Area Chamber of Commerce, June 18<sup>th</sup> had Mixer at Colfax Mini Storage, put on by Shanna and Jason Curt, the new owners. He reported on attending the Roundabout Dedication Ceremony. He reported on the July 3<sup>rd</sup> event and thanked Green Machine, he said the Chamber had dunk tank and climbing wall day of, and thanked Council Member Douglass and Burruss for participating. He spoke about the July 12<sup>th</sup> Branding Committee meeting, and the next is this Friday. He welcomed Bob and Maddie from TJ's (new owners). He said the directional signs installed, and are receiving positive feedback. He spoke about the grand opening at Dawg House Restaurant, put on by Scott and Linda. He spoke about this Saturday, July 27<sup>th</sup> Summer Festival with the Baptist Church. Railhead Saloon will have grand opening and ribbon cutting Aug 3<sup>rd</sup> at 2pm, with music and BBQ, August 21<sup>st</sup> ribbon cutting for Colfax Drug Company 4-6 pm, August 7<sup>th</sup> Coffee and Conversation at 8am, for businesses to get together to talk about businesses working together, which will be a monthly meeting.

Will Stockwin, Placer County Mosquito and Vector Control, reported on July 15<sup>th</sup> regular meeting. He said topics were the recruitment for a public affairs program manager (changing that title to PIO), district conducting weekly mosquito larvicide applications, field types, west Nile virus update, and the roof remodel at headquarters.

Fred Abbott, Event Liaison for the City of Colfax, announced upcoming events: August 10<sup>th</sup> Railroad Days Fundraiser, August 17<sup>th</sup> Lions Car Show downtown, August 21<sup>st</sup> and 22<sup>nd</sup> Railroad Days in downtown with a family friendly display. He spoke about the need for articles in the Colfax Connections newsletter (colfaxconnections.com). Mayor Fatula encouraged Council and Agency Partners to write an article. Mr. Abbott also spoke in support of the maintenance crew's assistance at events.



6. **COUNCIL BUSINESS**

6A. **Golden State Patient Care (GSPR) Commercial Cannabis Business Retail Annual Permit (Medicinal Only)**

City Manager Heathcock presented this item. He provided background on this item. He said staff is recommending the City of Colfax City Council issue GSPC a Retailer M-type (medicinal) License valid for 1-year from the date of issuance, which includes payment of the \$8,000 annual fee used to reimburse SCI Consulting Group for on-going non-compliant mitigation services.

Council Member Burruss asked about the resolutions not numbered in the staff report.

City Manager Heathcock explained a new process in numbering the resolutions after adoption at Council to ensure an accurate numbering system. He spoke about the slight revision to procedures after partnership with Auburn for the City Clerk position.

Public Comment: Will Stockwin, said he is in support and addressed the revenue issue.

**RECOMMENDED ACTION:** Adopt Resolution 31-2019 authorizing the City Manager to issue a Commercial Cannabis Retail Type-M license valid for 1-year to Golden State Patient Care.

The motion was made by Council Member Burruss and seconded by Council Member Lomen and approved by the following voice vote:

**AYES:** Burruss, Douglass, Lomen, Fatula

**NOES:**

**ABSENT:** Mendoza

6B. **City Council Regular Session Meeting Time Change**

City Attorney Mick Cabral presented this item. He said this decision is the discretion of the council, and addressed how closed session can occur either before or after regular sessions.

A majority of the audience preferred a 6pm start time by show of hands. City Manager Heathcock said he spoke to Mayor Pro Tem Mendoza who said she supports the time change to 6pm.

Public comment:

Will Stockwin, said public comment will end up being around 6:30pm if there is a 6pm start time, he said he thinks this is too early and suggested moving public comment to later in the meeting to ensure public access to the council.

City Manager Heathcock addressed restructuring of the agenda in the future should an issue arise.

Council Member Burruss asked for agency reports to be moved up in the agenda.

Nancy Hagman, spoke in favor of moving the meeting to 6pm, as it's on the way home for people and will result in more people attending.

Mayor Fatula said he would like to try this on an experimental basis for the next quarter and put back on the agenda if it poses a problem.

Amada Cline, expressed concern in notification to the public. She suggested Chamber, Newspaper, Colfax Connection, and service organizations.

Conversation followed regarding notifying the Council subscription list, Mayors Corner, and the Chamber e-blast.

**RECOMMENDED ACTION:** Adopt Resolution 32-2019 changing the time for commencement of regular Council meetings from 7:00 p.m. to 6:00 p.m. with a review of this action in 3 months.

The motion was made by Council Member Fatula and seconded by Council Member Douglass and approved by the following voice vote:

**AYES:** Burruss, Douglass, Fatula, Lomen

**NOES:**

**ABSENT:** Mendoza

## **9. GOOD OF THE ORDER**

Council Member Lomen spoke about the PG&E workshops on the public safety power shutoff program.

Council Member Douglass said the train caboose will be open during car show and art walk.

Council Member Burruss said she would like on a future agenda the issue of micro business licensing for cannabis to look at extending it to a 3 or 5 year period to ensure efficiency, while piloting the medicinal retailer Type-M License.

## **10. ADJOURNMENT**

As there was no further business on the agenda, Mayor Fatula adjourned the meeting, without objection, at 8:14 PM.

Respectfully submitted to City Council this 14<sup>th</sup> day of August, 2019

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Amy Lind, Interim City Clerk



# Staff Report to City Council

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## FOR THE AUGUST 14, 2019 REGULAR CITY COUNCIL MEETING

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**From:** Wes Heathcock, City Manager  
**Prepared by:** Laurie Van Groningen, Finance Director  
**Subject:** Quarterly Investment Report – Quarter Ended June 30, 2019

*Budget Impact Overview:*

<b>N/A:</b> ✓	<b>Funded:</b>	<b>Un-funded:</b>	<b>Amount:</b>	<b>Fund(s):</b>
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**RECOMMENDED ACTION:** Receive and File.

### Summary/Background

California Government Code Section 53646 and the City of Colfax Investment Policy require a quarterly investment report be submitted to the City Council. Such report shall include at least the following information:

- Types of Investments;
- Name of the institution in which funds are invested or deposited;
- Date of Maturity, if applicable;
- Par and dollar amount investment for all securities;
- Percent distribution of each type of investment or deposit; current market value as of the date of the report, including source of the valuation except those under LAIF;
- Rate of interest
- Average weighted yield of all investments
- A statement relating the report to the City’s Investment Policy; and
- A statement that there are sufficient funds to meet the City’s next six months’ financial obligations.

The current practice for cash management is to maintain an operating balance between \$75,000 and \$150,000 in the City’s US Bank Corporate checking account. This account accumulates Earnings Credits based on the account balance which offset/reduce monthly service charges. City funds in excess of targeted operating balance are transferred to the State of California Local Agency Investment Fund (LAIF) on a weekly basis. The checking account balance may be reported at an amount higher

than the target balance by the Bank due to the timing of City checks being processed by vendors/service providers.

The City's investment policy is authorized under the California Government Code, section 53600, et. seq. as it applies to the investment of public funds. The Government Code governs the City's allowable investments, and the lengths of those investments. Our investment policy dictates that the City should have liquid short term securities to meet six month's financial obligations. The budget for fiscal year 2018-2019 reflects nearly \$4.2M in annual expenditures, therefore our target for liquid short term securities would be \$2.1M.

The attached schedule Analysis of Treasury Investment Pool satisfies the State's reporting requirements. Additionally, we have determined:

- The investments held at June 30, 2019 conform to the City Investment Policy adopted by Resolution 29-2014.
- The composite yield of the City's investment pool (US Bank and LAIF) to be the rate of 2.34% for the quarter ended June 30, 2019.
- There are sufficient funds on deposit to meet all anticipated City expenditures for the period July 1, 2019 through December 31, 2019.

Historically, due to fluctuations in fund balances, investment opportunities outside the corporate checking and LAIF accounts have been somewhat limited. With several years of solid funding levels, the City staff has reviewed additional investment opportunities. We have seriously considered the process of opening an account for some short term Certificates of Deposit (CD) investments. In recent months, the rates for CD's have dropped while LAIF interest rates continue to increase creating a very narrow gap between the two investment options. Staff will continue to review for opportunities, but at this time will continue with the current investment structure.

### **Attachments**

1. Analysis of Treasury Investment Pool
2. State of California – PMIA and LAIF Performance Report (QE 06/30/2019)
3. State of California – PMIA Average Monthly Effective Yields

**City of Colfax**  
**Analysis of Treasury Investment Pool**  
**Quarterly Analysis - FY2018-2019**  
**Report Date: 06/30/2019**

**Quarter Ended 06/30/2019**

Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 6,038,334	97%	2.44%
Corporate Checking	US Bank	N/A	\$ 207,331	3%	0.15%
<b>Total Investment Pool</b>			<b>\$ 6,245,665</b>	<b>100%</b>	<b>2.33%</b>

**Quarter Ended 03/31/2019**

Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 4,784,830	96%	2.39%
Corporate Checking	US Bank	N/A	\$ 196,894	4%	0.19%
<b>Total Investment Pool</b>			<b>\$ 4,981,724</b>	<b>100%</b>	<b>2.32%</b>

**Quarter Ended 12/31/2018**

Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 4,184,644	92%	2.21%
Corporate Checking	US Bank	N/A	\$ 376,346	8%	0.21%
<b>Total Investment Pool</b>			<b>\$ 4,560,990</b>	<b>100%</b>	<b>2.05%</b>

**Quarter Ended 09/30/2018**

Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 4,834,656	96%	2.00%
Corporate Checking	US Bank	N/A	\$ 212,482	4%	0.20%
<b>Total Investment Pool</b>			<b>\$ 5,047,138</b>	<b>100%</b>	<b>1.86%</b>



# CALIFORNIA STATE TREASURER FIONA MA, CPA



## PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
06/10/19	2.45	2.45	172
06/11/19	2.45	2.45	171
06/12/19	2.44	2.45	172
06/13/19	2.44	2.45	171
06/14/19	2.44	2.45	170
06/15/19	2.44	2.45	170
06/16/19	2.44	2.45	170
06/17/19	2.42	2.45	170
06/18/19	2.42	2.45	168
06/19/19	2.42	2.45	169
06/20/19	2.42	2.45	169
06/21/19	2.41	2.45	168
06/22/19	2.41	2.44	168
06/23/19	2.41	2.44	168
06/24/19	2.41	2.44	166
06/25/19	2.40	2.44	167
06/26/19	2.41	2.44	168
06/27/19	2.41	2.44	169
06/28/19	2.40	2.44	174
06/29/19	2.40	2.44	174
06/30/19	2.39	2.44	173
07/01/19	2.40	2.40	180
07/02/19	2.40	2.40	180
07/03/19	2.39	2.40	182
07/04/19	2.39	2.40	182
07/05/19	2.39	2.40	182
07/06/19	2.39	2.40	182
07/07/19	2.39	2.39	182
07/08/19	2.39	2.39	179
07/09/19	2.39	2.39	179
07/10/19	2.39	2.39	178

\*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

## LAIF Performance Report

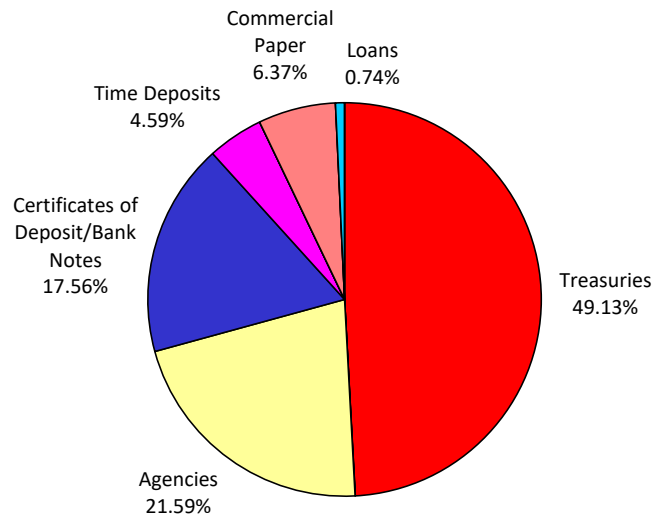
### Quarter Ending 03/31/19

Apportionment Rate: 2.55  
 Earnings Ratio: 0.0006976322349099  
 Fair Value Factor: 1.000146954  
 Daily: 2.44%  
 Quarter to Date: 2.39%  
 Average Life: 179

### PMIA Average Monthly Effective Yields

**June 2019 2.428**  
 May 2019 2.449  
 Apr 2019 2.445

## Pooled Money Investment Account Portfolio Composition 06/30/19 \$105.7 billion



Percentages may not total 100% due to rounding

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1)

Based on data available as of 07/10/2019



[Home](#) ->> [PMIA](#) ->> PMIA Average Monthly Effective Yields



**POOLED MONEY INVESTMENT ACCOUNT**

## PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	9.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634	0.654	0.678	0.719
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063	2.144	2.208	2.291
2019	2.355	2.392	2.436	2.445	2.449	2.428						

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## Staff Report to City Council

### FOR THE AUGUST 14, 2019 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
**Subject:** Bureau Veritas Contract Extension for Building Inspection Services

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded: ✓</b>	<b>Un-funded:</b>	<b>Amount:\$108,000</b>	<b>Fund(s):100-400</b>
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2019 authorizing the City Manager to extend the contract with Bureau Veritas for building inspection services on an as needed basis not to exceed \$108,000 for the fiscal year ending June 30, 2020.

#### Summary/Background

The current contract with Bureau Veritas provides contract services for an onsite Building Inspector on an as needed basis. Bureau Veritas is a respected leader in testing, inspection and certification services. Bureau Veritas has successfully provided Colfax with the adequately trained inspectors to execute necessary inspection duties. The position is also available for code enforcement and nuisance abatement work.

The current contract with Bureau Veritas requires approval from City Council to extend services on an ongoing, as needed basis beyond June 2019. The contract services were approved in conjunction with Council budget discussions.

#### Budget Impacts

Funding is through the General Fund with revenue available with the City's increasing building permit activity. The operating budget account is Fund 100-400.

#### Attachments

1. Resolution \_\_-2019
2. Bureau Veritas Contract Extension (5<sup>th</sup> Amendment to the Contract)
3. Bureau Veritas Contract

# City of Colfax

## City Council

Resolution № \_\_-2019

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AUTHORIZING THE CITY MANAGER TO EXTEND THE CONTRACT WITH BUREAU VERITAS FOR BUILDING INSPECTION SERVICES ON AN AS NEEDED BASIS, NOT TO EXCEED \$108,000 FOR THE FISCAL YEAR ENDING JUNE 30, 2020

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**Whereas**, the City of Colfax needs the services of a Building Inspector on an on-call basis; and

**Whereas**, Bureau Veritas is a qualified firm for supplying Building Inspection personnel; and

**Whereas**, Bureau Veritas has successfully provided Colfax with the adequately trained inspectors to execute necessary inspection duties; and,

**Whereas**, the Bureau Veritas initial contract has been fulfilled, and the City is in need of extending the contract through June 30, 2020,

**Now, Therefore, Be It Resolved and Declared** by the City Council of the City of Colfax, that the City Manager is authorized to extend the contract with Bureau Veritas for Building Inspection services on an as needed basis, not-to-exceed \$108,000.

**The Foregoing Resolution was Duly and Regularly Adopted** at a regular meeting of the City Council of the City of Colfax held on the 14<sup>th</sup> day of August 2019 by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**Joe Fatula, Mayor**

**ATTEST:**

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**Amy Lind, Interim City Clerk**

**FIFTH AMENDMENT TO CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF COLFAX AND BUREAU VERITAS**

This Fifth Amendment to the Consultant Services Agreement ("Fifth Amendment") dated August 15, 2019 is entered into by and between the City of Colfax ("City") and Bureau Veritas ("Consultant").

City and Consultant entered into that certain Consultant Services Agreement dated July 10, 2015 ("Agreement"), whereby Consultant agreed to provide those services specified in the exhibits of the Agreement.

City and Consultant now desire to amend the Agreement to extend the as needed contract through June 30, 2020, as provided in the approved Agreement authorized by the City Council with a not to exceed limit increase of \$108,000 for fiscal year 2019-2020.

**Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

CITY OF COLFAX

BUREAU VERITAS

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

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

Approved as to Form:

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

## AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this 10<sup>th</sup> day of July, 2015 by and between the City of Colfax, a municipal corporation of the State of California ("City") and Bureau Veritas Do. America ("Consultant".)

### RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Consultant represents that the services, findings, recommendations and/or advice provided to City will be prepared, performed, and rendered in accordance with procedures, protocols and practices ordinarily exercised by professional's in Consultant's profession for use in similar assignments, and prepared under similar conditions at the same time and locality. City acknowledges and agrees that Consultant has made no other implied or expressed representation, warranty or condition with respect to the services, findings, recommendations or advice to be provided by Consultant pursuant to this agreement.

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

Consultant shall hold harmless and indemnify the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that to the extent arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Consultant who are responsible to the City, or arising from the negligence or willful misconduct of the City officers, agents, employees or volunteers.

In the event liability is shared by the parties to this Agreement, each Party shall contribute in the

amount of its proportionate share for all actions, claims, liability, damages, losses, expenses or judgments. A Party's indemnification obligation including any defense obligation shall not arise until an actual finding of negligence or if the parties agree prior to an actual finding of negligence. The total aggregate liability of the Parties shall not exceed \$250,000 or the amount of the total fees hereunder, whichever is greater, for negligent professional acts, or errors or omissions.

Neither Party shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

## **Section 6. Insurance.**

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

- A. Workers' Compensation Coverage. Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Consultant may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Consultant shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.
- B. General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Consultant and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.

- C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.
- D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:
1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.
  2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
  3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.
  4. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions to the City.
  5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions to the City.
- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Consultant should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be

declared to and approved by City.

- H. Termination of Insurance. If the City receives notification that Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City after providing five (5) days written notice to Consultant may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Consultant for Services rendered under the terms of this Agreement.

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

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

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

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

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

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

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

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

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

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



number of days performance of the Services is suspended.

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

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

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

The Consultant may terminate this Agreement for any material failure by the City to comply with this Agreement, provided that the Consultant gives the City thirty (30) days' prior written notice of its intention to terminate for such failure and affords to the City an opportunity to cure such failure within said thirty (30) days.

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

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

Consultant shall in all respects be an independent contractor and not an employee of City. In particular, the following are specifically applicable to Consultant's performance of the Services:

- A. Consultant shall receive no premium or enhanced pay for work normally understood as overtime; nor shall Consultant receive holiday pay, sick leave, administrative leave, vacation or pay for any other time not actually worked.
- B. Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement.
- C. From time to time during the term of this Agreement, Consultant will be unavailable to perform the Services outlined in this Agreement. Consultant will be responsible to make appropriate arrangements to ensure that no interruption to the fiscal workflow of City occurs. Times of unavailability will be negotiated between Consultant and the City Manager/Executive Director.

- D. Consultant may contract to perform services for other clients or entities as long as performance of said services does not interfere or conflict with Consultant's performance of Services for the City.
- E. Consultant retains exclusive control over the means and methods of performing the Services pursuant to this Agreement. Consultant shall have no established hours or schedule and shall be permitted to perform the Services according to its own schedule. The City shall have the right to maintain control over only the end product or final result of the Services, but not over how such end product or final result are achieved. The City shall not provide, and Consultant shall not receive, any training or directions from the City regarding how Consultant performs the Services pursuant to this Agreement.
- F. Consultant shall supply its own instrumentalities, tools and place of performing the Services pursuant to this Agreement.
- G. Consultant's compensation shall be based on the actual number of hours for which Consultant provides the Services multiplied by Consultant's hourly rate plus reimbursable expenses. The City will report Consultant's compensation for federal income tax purposes on an IRS Form 1099-Misc. The City shall not withhold any federal income tax, FICA or Medicare nor any California personal income tax (CAPIT), SDI, SUI, ETT or similar withholdings from Consultant's compensation. Consultant shall be solely responsible for paying all self employment and similar taxes from Consultant's compensation under this Agreement.
- H. Consultant shall not be eligible for coverage under the City's Workers Compensation or similar insurance coverage.

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

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

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

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

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

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

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

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

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

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the

meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service (“JAMS”). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.

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

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

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

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

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

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

Time is of the essence in the performance of the Services. The Consultant will perform its Services with due and reasonable diligence consistent with sound professional practices and shall devote such time to the performance of the Services as may be necessary for their timely completion. However, Consultant is not responsible for delays caused by City or beyond Consultant’s reasonable control.

**Section 22. Written Notification.**

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

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

If to Consultant:

**Section 23. Execution.**

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

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

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


**Section 26. Non-Solicitation of Employees.** To promote an optimum working relationship, the Parties agrees in good faith not to directly or indirectly employ or otherwise engage any employee or any person employed by the other Party within the prior six month period without the prior written consent of the Party. This restriction shall apply during the term of and for a period of one (1) year after the termination of this Agreement. The Parties further agrees that loss of any such employee would involve considerable financial loss of an amount that could not be readily established. Therefore, in the event that a Party should breach this provision and without limiting any other remedy that may be available the breaching Party shall pay a sum equal to the employee's current annual salary plus 12 additional months of the employee's current annual salary for training of a new employee as liquidated damages.


**Section 27. Force Majeure.** If the performance of this Agreement or of any obligation hereunder, except payment of monies due, is prevented, restricted or interfered with by reason of fire, or other casualty or accident; inability to procure raw materials, power or supplies; hurricanes, earthquakes,

floods or any act of God; war or other violence; any law/order, proclamation, regulation, ordinance, demand or requirement of any governmental agency or intergovernmental body; or any other act or condition whatsoever beyond the reasonable control of the parties hereto, the party so affected, upon giving notice to the other party within fifteen (15) calendar days, shall be excused by such performance during and to the extent of such prevention, restrictions or interference.

**Section 28. Beneficiaries.** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the City and the Consultant. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the City and the Consultant that any such person or entity receiving services or benefits under this agreement shall be deemed an incidental beneficiary.

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

CITY  
Signature   
Printed Name Mark Mauer  
Title City Manager  
Date 7/10/15

CONSULTANT  
Signature   
Printed Name MICHAEL VIEIRA  
Title Director of operations  
Date 7/10/2015

APPROVED AS TO FORM:

  
City Attorney

# Exhibit A

## Scope of Work

### Plan Review

When notified by the jurisdiction, Bureau Veritas North America, Inc. (BVNA) shall perform plan review services. Plan review services shall consist of the review of plans and documents for compliance with jurisdiction adopted or enforced codes and regulations. Plan review services will be provided in accordance with accepted standards of practice for governmental plan review and in conformance with the policies, procedures, interpretations, and practices of the jurisdiction.

Plan review services covered under this agreement will be performed in the offices of BVNA, unless otherwise authorized by the jurisdiction. Plan review can be provided as full review, partial review, or discipline specific, as requested by the jurisdiction for each project.

### Plan review services may include the review of:

- Non-structural fire and life safety plans examination
- Structural plans examination
- Electrical, mechanical, & plumbing code plans examination
- Disabled access code plans examination
- Green building code plans examination
- Energy code plans examination
- Fire sprinkler and alarm plans examination
- Fire code compliance

Plan review services shall be identified in the project task order and corresponding rate schedule. Additional services can be negotiated between BVNA and the jurisdiction, if needed. If corrections are required, BVNA will prepare comment or correction letters. The correction letter shall describe each required correction or addition, and reference the applicable code section. Letters will be distributed as directed by the jurisdiction.

If plans are recommended for approval, BVNA shall transmit to the jurisdiction the required number of sets of plans and associated documents with the plans stamped "Reviewed for Code Compliance" to indicate that the plans have been reviewed by BVNA and found to be in substantial compliance with applicable codes.

Typical turnaround times for building plan review are as follows:

	Initial Check (working days)	Recheck (working days)	Expedited Initial Review	Expedited Recheck
Commercial TI	10	7	7	5
Residential addition and/or accessory	10	7	7	5

building				
New Residential	15	10	10	7
New Commercial	15	10	10	7
Complex, large, or unusual project	*	*	*	*

*\*Turnaround times for unusually complex or large projects can be negotiated*

### **Electronic Plan Review**

At the request of the jurisdiction, BVNA can provide electronic plan reviews. BVNA can utilize the system preferred by the jurisdiction, or can provide electronic review simply using PDF software.

### **Third Party Review**

This is an optional method to accomplish the plan review for applicants that desire preliminary plan reviews or have expediting needs due to project time constraints.

This method allows the designer to work with plan review staff early in the design process to avoid code problems that could lead to extensive redesign of completed plans. It also allows the permit applicant to pay for review services directly to BVNA, independent of the normal jurisdiction plan review fee.

With approval of the Building Official, BVNA can provide third-party plan reviews/inspections. BVNA shall be solely responsible for the collection of any third-party fees.

### **Inspection Services**

When notified by the jurisdiction, Bureau Veritas North America, Inc. (BVNA) shall perform site inspection services to verify substantial compliance with approved plans and jurisdiction adopted codes and regulations. Inspection services will be provided in accordance with accepted standards of practice for governmental inspection and in conformance with the policies, procedures, interpretations, and practices of the jurisdiction.

#### **Inspection services may include the following elements:**

- Non-structural fire and life safety
- Structural
- Electrical, mechanical, & plumbing
- Disabled access
- Green building
- Energy
- Fire sprinkler and alarm



- Fire code compliance

Inspection services can be provided on a full-time, part-time, or as-needed basis in accordance with the requirements of the jurisdiction. Building Inspectors provided by Bureau Veritas North America, Inc. shall perform the following services:

- Become familiar with approved project plans and documents prior to inspection.
- Conduct site inspection using safe work practices.
- Identify areas of non-compliance.
- Prepare correction notice and/or discuss non-complying items and solutions with jobsite superintendent.
- For serious violations, notify Building Official and issue stop work notice in accordance with jurisdiction policies and procedures.
- Provide reinspections as necessary to address non-complying items.
- Provide inspection records in accordance with jurisdiction policies and procedures.
- When requested by the jurisdiction, coordinate inspections with fire, health, and other government agencies, as applicable to the project.

### **Permit Technician Services**

When notified by the jurisdiction, Bureau Veritas North America, Inc. (BVNA) shall provide on-site permit technician services. Permit technician services will be provided in accordance with the policies, procedures, and practices of the jurisdiction.

#### **Permit technician services may include:**

- Interface with the public, internal staff, and related departments
- Review permit applications for completeness
- Accept, login, and route plans
- Calculate and/or collect fees
- Issue permits
- When authorized, review and issue counter permits
- Maintain permit records
- Use jurisdiction permitting programs and/or software, where applicable

## Schedule of Fees

BVNA proposes to provide inspection services on an as-needed basis for the City of Colfax. A minimum of 4 hours per day will apply, plus jobsite mileage utilizing employee or company owned vehicles.

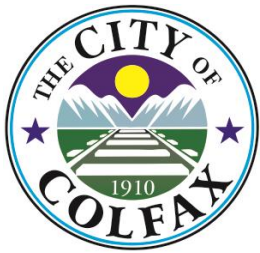
Hourly rates for project personnel are outlined below:

<u>Staff Level Classifications</u>	<u>Hourly Billing Rate</u>
Senior / Structural Plan Check Engineer	\$140
M/E/P Plan Check Engineer	\$125
Senior Plans Examiner	\$110
Plans Examiner	\$105
Supervising Inspector	\$95
Building Inspector	\$85
Permit Technician	\$65
Fire Marshal	\$140
Fire Protection Engineer/Plans Examiner	\$120
Senior Fire Inspector	\$110
Fire Inspector	\$90

**SCHEDULE OF RATES:** The rates include the cost of employee salaries plus sick leave, vacation, holiday and other fringe benefits. The rates include indirect overhead costs and fee (profit). Fees listed above include regular hourly labor rates. All Employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 1-1/2 times salary for overtime hours as per State and Federal wage and hour laws. No overtime will be charged without prior consent.

**REIMBURSABLE RATES:** Reimbursement for employee-owned vehicles used in connection with the work will be at the current IRS rate.

This rate schedule is valid for the first contract year and is subject to annual review and adjustment with the approval of the City.



# Staff Report to City Council

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## FOR THE AUGUST 14, 2019 REGULAR CITY COUNCIL MEETING

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**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
**Subject:** South Auburn Street and I-80 Roundabout Project (Federal Project No. CML-5187(010) – Colfax Todds Valley Consolidated Tribe Contract

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$15,000	<b>Fund(s):</b> 385
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2019 authorizing the City Manager to enter into an agreement with Colfax Todds Valley Consolidated Tribe in an amount not to exceed \$15,000.

**Summary/Background**

On May 22, 2019, the City Council adopted Resolution 16-2019 authorizing Staff to award the South Auburn Street and I-80 Roundabout Project construction to Granite Construction Company and establishing the project budget. Granite Construction Company effectively started the construction project in early July 2019. As part of the project obligation under the Caltrans Cultural Resource Studies Office, Colfax Todds Valley Consolidated Tribe (CTVCT) was solicited as the project “Closest Tribal Descendent” to provide cultural monitoring on new excavation. The original objective was to incorporate CTVCT scope of work (Attachment 2) under the City’s construction management contract through Psomas. The timing and cost for Psomas to execute the subconsultant agreement proved to be not desirable; therefore, staff is seeking to enter into an agreement directly with CTVCT with cost oversight administered through the Psomas construction management scope of work.

**FISCAL IMPACT:**

Staff does not anticipate the cultural monitoring contract value will have an impact on the total project approved budget. Construction change-orders have already provided a \$30,729 credit to the project and the full contingency forecast has not been encumbered.

There are no recommended changes to the estimated project funding/expenses approved in May 2019.

	Estimate 01/09/2019	Estimate 05/22/2019
<b>Funding</b>		
CMAQ	\$ 900,000	\$ 900,000
SHOPP	\$ 1,250,000	\$ 1,250,000
PCWA - Pass through	\$ 274,685	\$ 301,040
Developer	\$ 850,000	\$ 850,000
SB1	\$ 34,375	\$ 60,000
PCTPA - HIP		\$ 350,000
<b>Total Project Funding</b>	<b>\$ 3,309,060</b>	<b>\$ 3,711,040</b>
<b>Expenses</b>		
PS&E	\$ 527,234	\$ 527,234
Construction	\$ 2,264,890	\$ 2,735,073
Contingency	\$ 217,851	\$ 149,648
Construction Management	\$ 299,085	\$ 299,085
<b>Total Project Expenses</b>	<b>\$ 3,309,060</b>	<b>\$ 3,711,040</b>

Staff is recommending council authorize the City Manager to enter into an agreement with Colfax Todds Valley Consolidated in an amount not to exceed \$15,000.

**Attachments**

1. Resolution \_\_-2019
2. Contract with Exhibit A

# City of Colfax

## City Council

Resolution No. \_\_-2019

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AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH COLFAX TODDS VALLEY CONSOLIDATED TRIBE IN AN AMOUNT NOT TO EXCEED \$15,000

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**WHEREAS**, the City Council adopted Resolution 16-2019 authorizing Staff to award the South Auburn Street and I-80 Roundabout Project construction to Granite Construction Company and established the project budget; and

**WHEREAS**, under the Caltrans Cultural Resource Studies Office the project is required to have a cultural monitor; and

**WHEREAS**, Colfax Todds Valley Consolidated Tribe is determined to be the “Closest Tribal Descendent” to provide cultural monitoring on new excavation.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Colfax authorizes the City Manager to enter into an agreement with Colfax Todds Valley Consolidated Tribe in an amount not to exceed \$15,000.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 14<sup>th</sup> day of August 2019, by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**Joe Fatula, Mayor**

**ATTEST:**

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**Amy Lind, Interim City Clerk**

## **AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into on this 15<sup>th</sup> day of August, 2019 by and between the City of Colfax, a municipal corporation of the State of California (“City”) and Colfax Todds Valley Consolidated Tribe (“Consultant”).

### **RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Section 6. Subcontracts.**

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

**Section 7. Assignment.**

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

**Section 8. Entire Agreement.**

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

**Section 9. Jurisdiction.**

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

**Section 10. Suspension of Services.**

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

**Section 11. Termination of Services.**

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

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

Consultant's obligations pursuant to Sections 5 and 6 of this Agreement shall survive termination,



and continue in effect for as long as necessary to fulfill the purposes of Sections 5 and 6.

**Section 12. Independent Contractor.**

Consultant shall in all respects be an independent contractor and not an employee of City. In particular, the following are specifically applicable to Consultant's performance of the Services:

- A. Consultant shall receive no premium or enhanced pay for work normally understood as overtime; nor shall Consultant receive holiday pay, sick leave, administrative leave, vacation or pay for any other time not actually worked.
- B. Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement.
- C. From time to time during the term of this Agreement, Consultant will be unavailable to perform the Services outlined in this Agreement. Consultant will be responsible to make appropriate arrangements to ensure that no interruption to the fiscal workflow of City occurs. Times of unavailability will be negotiated between Consultant and the City Manager/Executive Director.
- D. Consultant may contract to perform services for other clients or entities as long as performance of said services does not interfere or conflict with Consultant's performance of Services for the City.
- E. Consultant retains exclusive control over the means and methods of performing the Services pursuant to this Agreement. Consultant shall have no established hours or schedule and shall be permitted to perform the Services according to its own schedule. The City shall have the right to maintain control over only the end product or final result of the Services, but not over how such end product or final result are achieved. The City shall not provide, and Consultant shall not receive, any training or directions from the City regarding how Consultant performs the Services pursuant to this Agreement.
- F. Consultant shall supply its own instrumentalities, tools and place of performing the Services pursuant to this Agreement.
- G. Consultant's compensation shall be based on the actual number of hours for which Consultant provides the Services multiplied by Consultant's hourly rate plus reimbursable expenses. The City will report Consultant's compensation for federal income tax purposes on an IRS Form 1099-Misc. The City shall not withhold any federal income tax, FICA or Medicare nor any California personal income tax (CAPIT), SDI, SUI, ETT or similar withholdings from Consultant's compensation. Consultant shall be solely responsible for paying all self-employment and similar taxes from Consultant's compensation under this Agreement.
- H. Consultant shall not be eligible for coverage under the City's Workers Compensation or similar insurance coverage.

### **Section 13. Ownership of Documents.**

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

### **Section 14. Changes and/or Extra Work.**

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

### **Section 15. Compliance with Federal, State and Local Laws.**

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

### **Section 16. Retention of Records.**

Consultant and any subconsultants authorized by the terms of this Agreement shall keep and maintain full and complete documentation and accounting records, employees' time sheets, and

correspondence pertaining to the Services, and Consultant shall make such documents available for review and/or audit by City and City's representatives at all reasonable times during performance of the Services and for at least four (4) years after completion of the Services and/or termination of this Agreement.

### **Section 17. Alternative Dispute Resolution**

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.
- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.
- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

### **Section 18. Severability.**

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

**Section 19. Entire Agreement; Amendment.**

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

**Section 20. Time of the Essence.**

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

**Section 21. Written Notification.**

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

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

If to Consultant:                                     Colfax Todds Valley Consolidated Tribe  
    P.O. Box 4884  
    Auburn, CA 95604

**Section 22. Execution.**

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

**Section 23. Successors.** This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

**Section 24. Attorney's Fees.** If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

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

CITY

CONSULTANT

Signature\_\_\_\_\_

Signature\_\_\_\_\_

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

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

Title\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

APPROVED AS TO FORM:

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

**Exhibit A**

**NATIVE AMERICAN MONITORING AGREEMENT COLFAX  
CITY ROUNDABOUT**

**Colfax Todds Valley Consolidated Tribe**

**The City of Colfax  
Colfax Roundabout  
CML-5187 (10)**

## **COFAX CITY ROUNDABOUT PROJECT**

The proposed project City of Colfax Roundabout, located at S. Auburn St. Colfax Ca. There is potential for subsurface prehistorical cultural material to be encountered; therefore cultural monitoring, is warranted. The duration of the scope of activities will continue until December 31, 2019.

### **ARCHAEOLOGICAL SENSITIVITY**

A number of historical and archaeological sites have been recorded in the project vicinity. The following resource has been identified as partially within the project area, PA-18-25 (May 2018). The resource is defined as a scatter of lithic debitage, tools, and a ground stone with the over site 60 meters long and 20 meters wide.

The project shows evidence for prehistoric and historic activity, it is possible that additional unknown cultural deposits may be encountered as a result of project related subsurface ground disturbance. It should therefore be assumed that the entire project area has the potential for cultural deposits until determined otherwise. Native American monitoring is warranted for all area in the project area that will be subject to ground disturbance during construction.

### **MONITORING PLAN**

All ground disturbance activities during construction shall be monitored by a Native American Monitor of the Colfax Todds Valley Consolidated Tribe (CTVCT). The numbers of monitors employed will be determined by the amount and complexity of the work taking place. The preferred ratio is one Native American Monitor for each heavy construction machine that is actively disturbing the ground.

The schedule of specific activities that require monitoring will be communicated to the Native American Monitor a week in advance to ensure they are available to be present. No work that is supposed to be monitored will occur if not coordinated with the monitors first. It is up to the monitor to be present when required and as scheduled.

If the Native American Monitor is more than 20 minutes late, contact CTVCT Cultural representative on contact list.

The Native American Monitor in consultant with the CTVCT shall determine the necessary qualifications of the Native Monitors.

Monitors shall view the ground disturbance as it occurs, to identify cultural resources exposed by construction activities. Construction surfaces a backfill dirt piles shall be inspected for the evidence of artifacts, cultural features, midden deposits, concentrations of faunal remains (animal bones) or human remains.

The Native American Monitor will be primarily responsible for technical identification and evaluation of archaeological discoveries, and the Native American Monitor identifying, providing cultural and traditional perspectives of the findings. The Native American Monitor will report to CTVCT, who has been determined to be the Most Likely Descendant (MLD).

## **MONITORING AUTHORITY DURING CONSTRUCTION**

During construction, the Native American Monitor will collaborate closely to stop work if:

1. Human remains are discovered
2. Significant features are found, (house floor, or hearth)
3. Unique or different materials are found, Isolate artifacts, fauna remains, and other cultural constituents.

Native American Monitors will have the authority to ask the equipment operator to slow construction activities should it be necessary to safety and properly identify cultural materials.

Identification of unexpected finds during construction may result in a brief temporary stoppage of construction work with in the direct vicinity of the location of discovery at the direction of the Native American Monitor, while the find is investigated. Hand or machine excavation may be necessary to determine the exact context of the unexpected find. If necessary, additional archaeological staff will be brought in to assist with the evaluation.

Diagnostic artifacts found during construction will be examined and recorded in the field. After the field examination has concluded, these artifacts will be released to CTVCT for reburial.

## **TREATMENT OF HUMAN REMAINS**

Should human remains be encountered, construction will immediately stop all ground disturbing activities. The Native American Monitor will contact the Placer Co, Colfax City, and Project manager. CTVCT will take responsibility of the remains and burial items. To be reburied on sacred ground of the CTVCT.

## **REPORTING REQUIREMENTS**

The Native American Monitor will fill out a Daily Log form.

The Native American Monitor retains the authority to determine if the finds a unique, and can request that they be collected for further analysis and identification. Copies of the Monitors Daily Logs will be submitted to the Project Manager of Psomas.

## **CONTACTS**

CTVCT Tribal Chairman/ Cultural Monitor/MLD

Clyde Prout III 916-577-3558

CTVCT Tribal Treasurer/Cultural Preservation Officer/MLD

Pamela Cubbler 530-320-3943

CTVCT Tribal Vice Chair/ Alternate Cultural Representative



Steven Prout

916-470-6866

Placer Co. Deputy Coroner

530-889-7878

## **Exhibit A**



### **COLFAX-TODDS VALLEY CONSOLIDATED TRIBE**

P.O. Box 4884 Auburn, CA 95604

#### **Native American Monitoring Payment Acknowledgment**

**Project Information: Colfax - Roundabout**

**Project Name/Number: Roundabout at S. Auburn St and I80 access, Colfax Ca. CML – 5187 (10)**

**Site Location/Address: S. Auburn and I-80 access, entrance and exit**

**Project Type/ Description: Construction of Roundabout in City of Colfax**

**Compensation Information: Colfax Todds Valley Consolidated Tribe**

**Tribal Monitor/Tribal Affiliation: Clyde Prout III / CTVCT**

**Payment Address: P.O. Box 4884, Auburn Ca. 95604**

**Phone/Email: Pamela Cubbler/530-320-3943 or Clyde Prout III/916-577-3558**

**Hourly/Daily Rate: \$65.00 per hour**

**Holiday: \$125.00 per hour**

**Per Diem/ Administrative (N/A if Blank):**

**Colfax Todds Valley Consolidated Tribe**

**P.O. Box 4884, Auburn Ca. 95604**

**Pamela Cubbler Tribal Council Treasurer/Cultural Preservation-Monitor/MLD**

**530-320-3943    PCubbler@colfaxrancheria.com**

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## Staff Report to City Council

### FOR THE AUGUST 14, 2019 REGULAR CITY COUNCIL MEETING

**From:** Amy Feagans, City Planner  
**Prepared by:** Wes Heathcock, City Manager  
**Subject:** Osborn Development Proposal CEQA Document Preparation – Contract for Professional Services

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> ✓	<b>Un-funded:</b>	<b>Amount:</b> \$21,100	<b>Fund(s):</b> 100-120 (714)
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2019 authorizing the City Manager to execute an agreement with Millennium Planning and Engineering for the Osborn Development project CEQA document in an amount not to exceed \$21,100.

#### **BACKGROUND AND SUMMARY:**

The City recently received a planning application for the development of a three acre parcel located on South Canyon Way just south of Plutes Way. The project includes development of an office/warehouse space for a rock wall construction company and also indoor space for RV and boat self-storage (10 units). As required by California Environmental Quality Agency (CEQA), an Initial Study must be prepared to determine the level of environmental impacts as a result of the proposed project. Because the City does not have the expertise in-house, it is appropriate to hire an outside consultant to prepare the document. Although the contract will be between the City and Millennium Planning and Engineering, the developer will be responsible for funding the entire cost of the Study.

Millennium Planning and Engineering has submitted the attached scope of work to complete the necessary work (Exhibit A to the attached resolution) in compliance with CEQA requirements.

#### **PROJECT DESCRIPTION:**

The attached scope of work outlines the specific tasks that will be undertaken, the kickoff meeting with staff and the developer, preparation of the administrative draft Initial Study, circulation of the Study to appropriate public agencies, and preparation of the final memo and environmental document (Negative Declaration or Mitigated Negative Declaration) for final review as part of the development project.

The actual development proposal will be reviewed separately at a later date. This report addresses only the contract for preparation of the required CEQA analysis.

#### **FINANCIAL AND/OR POLICY IMPLICATIONS**

The total cost for the report is anticipated to be \$21,100 and is expected to take approximately three to four months to prepare. Funding for the project will be paid by the developer and tracked against the project number 714.

**Staff Recommendation**

Staff recommends the City Council adopt the attached resolution approving the contract with Millennium Planning and Engineering for the Osborn Development pproject CEQA Document in an amount not to exceed \$21,100.

**Attachments**

1. Resolution \_\_-2019
  2. Scope of Work
-

# City of Colfax

## City Council

Resolution № \_\_-2019

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**AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MILLENNIUM PLANNING AND ENGINEERING FOR THE OSBORN DEVELOPMENT PROJECT CEQA DOCUMENT IN AN AMOUNT NOT TO EXCEED \$21,100**

---

**WHEREAS**, the City of Colfax desires to have the environmental analysis prepared for the Osborn Development Project; and

**WHEREAS**, the City of Colfax has received a scope of work from Millennium Planning and Engineering to perform the requested service; and

**WHEREAS**, the scope of the services provided by Millennium Planning and Engineering includes the tasks necessary to prepare the environmental evaluation of the proposed development project.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Colfax authorizes the City Manager to execute an agreement with Millennium Planning and Engineering for the preparation of Osborn development project CEQA document in an amount not to exceed \$21,100.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at a regular meeting of the City Council of the City of Colfax held on the 14th day of August, 2019 by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

**Joe Fatula, Mayor**

**ATTEST:**

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**Amy Lind, Interim City Clerk**

## **AGREEMENT FOR CONTRACT SERVICES**

THIS AGREEMENT is made and entered into on this 15th day of August, 2019 by and between the City of Colfax, a municipal corporation of the State of California (“City”) and Millennium Planning and Engineering (“Contractor”).

### **RECITALS**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

## **Section 7. Subcontracts.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 19. Severability.**

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

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

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

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

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

**Section 22. Written Notification.**

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

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

If to Contractor:

Robert E. Wood  
Millennium Planning and Engineering  
471 Sutton Way, Suite 210  
Grass Valley, CA 95945

**Section 23. Execution.**

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

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

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

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

CITY

CONTRACTOR

Signature\_\_\_\_\_

Signature\_\_\_\_\_

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

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

Title\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

APPROVED AS TO FORM:

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



## Exhibit A



July 23, 2019

Via E-mail to [amy.feagans@colfax-ca.gov](mailto:amy.feagans@colfax-ca.gov)  
Amy Feagans, Planning Director  
City of Colfax  
P.O. Box 702  
Colfax, CA 95713

Re: **Proposal for Initial Study/ Mitigated Negative Declaration**

*APN 101-132-010  
Canyon Way, Colfax, CA 95713*

Dear Ms. Feagans:

Thank you for the opportunity to provide an Initial Study/ Mitigated Negative Declaration for the above-referenced parcel, located on Canyon Way in Colfax, California.

Based on our understanding of the project, we anticipate the following scope of basic services:

### **I. Scope of Basic Services**

#### **A. Project Initiation**

1. Following a complete submittal from the applicant, attend kick-off meeting with the City staff to discuss roles, responsibilities, project materials, and schedule.
2. Coordinate with City staff on review of the project description including General Plan designation, zoning, entitlements sought, and related information.
3. Coordinate with sub-consultants to obtain required technical studies/reports including Biological Inventory and Cultural Assessment.

#### **B. Draft Initial Study / Mitigated Negative Declaration (MND)**

1. Based on the project description, submitted materials, and technical studies, Millennium will author the following sections of CEQA Guidelines, Appendix G and coordinate with City staff (lead agency) on the Initial Study's findings and Determination:
  - a. **Aesthetics** – Millennium will provide analysis related to community design and scenic resources.
  - b. **Agriculture and Forestry Resources** – Millennium will provide analysis.

- c. **Air Quality / Greenhouse Gas Emissions** – Millennium will analyze air pollutant and greenhouse gas emissions using CalEEMod and provide a brief summary of findings and mitigation measures for City review. Construction and operational effects will be quantified using guidance from the appropriate Air Quality Management District. No dispersion modeling or health risk assessment is assumed necessary and is not included in this scope of services.
- d. **Biological Resources** – Millennium will review the Biological Inventory (prepared by others) and provide a brief summary to substantiate conclusions in the IS/MND. No focused special-status species, wetland delineations or management plans are included in this scope of work.
- e. **Cultural / Tribal Resources** - Millennium will review the Cultural Assessment (prepared by others) which will include a records search at NCIC, consultation with Native American Heritage Commission and a pedestrian survey. A brief summary will be provided to substantiate conclusions in the IS/MND.
- f. **Geology & Soils / Mineral Resources** – Millennium will review existing published information (soil reports, maps, etc.) and provide a brief summary of findings and mitigation measures, if necessary.
- g. **Hazards & Hazardous Materials** – Millennium will analyze and provide a brief write up, however no studies are required.
- h. **Hydrology & Water Quality** – Millennium will analyze based on project materials and identify feasible mitigation measures for City review. A Drainage Study is not included in this scope of services.
- i. **Land Use & Planning** – Millennium will provide an overall assessment of project consistency with relevant environmental policies for City review.
- j. **Noise** – Millennium will provide analysis based on construction and operational effects and will use noise monitoring data collected as part of the General Plan. A Noise Analysis is not included in this scope of services.
- k. **Population and Housing** – We assume there is no need for environmental analysis for this section.
- l. **Public Services / Utilities / Recreation** – Millennium will coordinate w/ City staff, review agency comments and provide a brief summary.
- m. **Transportation / Traffic** – Based on the low level of traffic generation, no Traffic Study is included in this scope of services. However, a Technical Memo will be prepared discussing traffic based on the proposed use and anticipated trip rates identified in the ITE Manual.
- n. **Mandatory Findings of Significance** – Millennium will provide a summary for City review.

**C. Final Initial Study / MND & Noticing**

1. Coordinate with City staff to review the draft IS/MND and make minor revisions, if necessary.
2. We understand the City will prepare a Notice of Completion (NOC) to accompany the draft IS/MND to the State Clearinghouse and print additional hard copies for other agencies and/or public review.
3. We understand the City will draft any necessary responses to comments received on the IS / MND and will prepare a set of findings. Responses to comments are not required but may be done if the City chooses to do so, or they could be incorporated into the City's staff report. Millennium will assist with the responses as needed.
4. Following adoption of the IS / MND, we understand the City will prepare the Notice of Determination (NOD), submit to the State Clearinghouse and post the NOD with the County Clerk, along with any filing fees.

**D. Staff Report / Public Hearing(s)**

1. We assume City staff will prepare the staff report and represent the environmental document at public hearing(s). Millennium is available to assist as needed and will attend the public hearing.

**E. Technical Studies**

1. The following technical studies will be prepared as part of the project:
  - a. **Air Quality / Greenhouse Gas Assessment** – Millennium will quantify short-term and long-term air pollutants using CalEEMod emissions computer model. We will evaluate the projected impacts and the local Air Quality Management District thresholds of significance. We will prepare a Technical Memorandum summarizing the CalEEMod results for City staff review.
  - b. **Biological Inventory** – Consisting of a reconnaissance-level survey to confirm habitat types and the potential for special-status species. Potential sensitive aquatic habitats such as ponds, wetlands, streams and drainages will be documented, however no protocol-level surveys or formal delineation of wetlands are included in this scope of work.
  - c. **Cultural Assessment** – Consisting of a records search at NCIC, consultation w/ Native American Heritage Commission for Sacred Lands, intense level pedestrian field survey and inventory report per CEQA.

d. **Traffic\_Technical Memo** – A Traffic memo will be prepared by a selected consultant discussing traffic based on the proposed use and anticipated trip rates identified in the ITE Manual.

**II. Compensation**

<b>Tasks A.1 – A.3</b>	<b>Project Initiation</b>	<b>\$1,800</b>
<b>Tasks B.1a – B1.n</b>	<b>Draft Initial Study / MND</b>	<b>\$6,500</b>
<b>Task C.1</b>	<b>Final Revisions to IS / MND</b>	<b>\$1,800</b>
<b>Task D.1</b>	<b>Attend Public Hearing</b>	<b>\$600</b>
<b>Task E.1a</b>	<b>Air Quality / GHG Assessment</b>	<b>\$3,500</b>
<b>Task E.1b</b>	<b>Biological Inventory</b>	<b>\$2,000</b>
<b>Task E.1c</b>	<b>Cultural Assessment</b>	<b>\$2,900</b>
<b>Task E.1d</b>	<b>Traffic-Technical Memo</b>	<b>\$2,000</b>

**Extra Services**

Services and/or costs which are not included in the scope of basic services or outlined below:

- A. Submittal fees / Recording Fees / Agency Fees
- B. Additional Technical Studies/Reports not included herein
- C. Additional meetings/hearings not included herein

We greatly appreciate the opportunity to provide these services and are available to answer any questions.

Sincerely,

**Millennium Planning & Engineering**



Robert E. Wood, AICP  
Principal Planner

**AUTHORIZATION TO PROCEED:**

By: **Wes Heathcock, City Manager**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## CONDITIONS AND FEE SCHEDULE

**Compensation** – Unless stated to the contrary, Millennium Planning & Engineering, Inc. shall provide the Basic Services outlined in the attached Proposal/ Agreement (the "Agreement") on an hourly basis at rates set forth below:

Principal .....	160.00/hour
Project Manager.....	140.00/hour
Senior Planner .....	135.00/hour
Senior Civil Designer .....	135.00/hour
Associate Planner.....	115.00/hour
Civil Designer .....	115.00/hour
CAD Draftsperson .....	100.00/hour
Clerical/Office Management .....	75.00/hour

If a substantial deviation from the Scope of Basic Services outlined in the Agreement is anticipated, Millennium will advise the Client to obtain further authorization.

**Retainer** – Unless stated to the contrary, the Client shall make an initial payment (retainer) upon execution of this Agreement. This retainer shall be applied against the project invoice(s).

**Reimbursable Expenses** – All reimbursable expenses, including the cost of prints, copies, overnight/expedited shipping, and other non-labor related expenses paid by Millennium to others on behalf of the Client, shall be billed at the cost of the charge or fee plus fifteen percent (15%) handling and accounting. Mileage will be billed at the current Federal Standard Mileage Rate for Business. These costs are not included in the Agreement unless otherwise stated.

**Extra Services** – Additional costs and services may be deemed necessary and/or required as the project proceeds. Extra Services will be billed on a time and materials basis in addition to the Basic Services described in the Agreement.

**Invoicing** – Unless stated to the contrary, Millennium's services will be billed monthly with the full amount due and payable fifteen (15) days from the date of invoicing and accounts are subject to finance charges after that period. This charge is computed at an annual percentage rate of eighteen percent (18%) (a periodic monthly rate of 1.5%) on the total past due balance. Payment hereafter shall first be applied to accrued interest and then to the unpaid principal. NOTE: Payment shall not be contingent upon the Client's ability to secure/obtain financing.

**Suspension of Services** – If the Client fails to make payments when due or otherwise is in breach of this Agreement, Millennium may suspend performance of services upon notice to the Client. Millennium shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

**Set-Offs, Back-charges, Discounts** – Payment of invoices is in no case subject to unilateral discounting or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party.

**Sub-consultants** – Unless stated to the contrary, the Agreement does not include any sub-consultant services. The agency(ies) having jurisdiction over the project may require a biological inventory, a cultural resources (archaeological) study, soils engineering, economic analyses, noise analyses, percolation and mantle tests, a well driller's report and/or sewage disposal testing.

Sub-consultant charges incurred in the research and development of proposals shall be charged upon authorization to proceed by the Client. All materials and information generated shall be immediately incorporated into the file.

**Public Hearings** – Due to the potential for controversy in many land use projects, not included in the Agreement, unless stated to the contrary, is the cost of attending staff meetings and/or public hearings following project submittal to the agency(ies) having jurisdiction over the project. Attendance at such staff meetings and/or public hearings will be billed on a time and materials basis. If any controversy arises from public opposition or if agency staff requires additional information beyond that outlined in the Agreement, Millennium will bill those services and any

materials required to generate that information on a time and materials basis.

**Opinions of Probable Cost** – In providing opinions of probable construction cost, the Client understands that Millennium has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of Millennium's qualifications and experience. Millennium makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bids or actual costs.

**Limit of Liability** – To the fullest extent permitted by law, the total liability in the aggregate of Millennium and its engineers, officers, directors, employees, agents, independent professional associates and consultants and any of them to the Client and anyone claiming by, through or under the Client, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to services provided by Millennium or its engineers, officers, directors, employees, agents, independent professional associates or consultants, the project or the Agreement from any cause or causes whatsoever, including, but not limited to, the negligence, errors, omissions, strict liability or breach of contract of Millennium or its engineers, officers, directors, employees, agents, independent professional associates or consultants or any of them shall not exceed the total compensation received by Millennium under the Agreement. It is understood that any and all professional liabilities incurred by Millennium throughout the course of rendering professional services on this project shall be limited to a maximum of the net fee received by Millennium, not including reimbursable expenses and sub-consultant fees, for all services rendered on the project.

It is understood and agreed that the liability of Millennium is limited to the accuracy of survey elements and to the validity of the interpretations of survey data.

**Timing** – Because of substantial costs incurred to stop and restart a project once it is under way, any project halted for thirty (30) or more days by the Client, for any reason, a project restart fee of ten percent (10%) of the total Agreement price may be required prior to restart.

**Ownership of Drawings and Specifications** – Ownership of drawings and specifications, as instruments of service, is that of Millennium, whether the work for which they are made is executed or not.

**Severability** – If any provision in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceability provision had never been contained in this Agreement.

**Disputed Matters** – Except as otherwise provided in this Agreement, any controversy or dispute arising out of this Agreement, the interpretation of any of its provisions, or the action or inaction of any Member under it shall be first submitted to mediation in Grass Valley, California prior to initiating any litigation or arbitration. The venue for any litigation shall be the Superior Court of the County of Nevada in the State of California. The prevailing party in any controversy or dispute arising out of this agreement shall be entitled to reasonable attorney's fees and costs.

**Indemnification** – Client shall defend, indemnify, and hold Millennium harmless for any and all claims, damages, costs, expenses or loss resulting from the omissions of information or the negligent, reckless, or intentional acts Client.

**Miscellaneous** – The Client acknowledges that it has secured legal rights to the property upon which the project will be built. The Client further acknowledges that non-payment of fees owed under this Agreement could result in a mechanics' lien being placed on the property upon which the project is/will be located.

The Client's obligation to pay for work covered under the Agreement is in no way dependent upon the Client's ability to obtain financing or reimbursement for charges from another agency and is the Client's sole responsibility.

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## Staff Report to City Council

### FOR THE AUGUST 14, 2019 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Chris J. Clardy, Community Services Director  
**Subject:** Contract Award for Culver Street Rehabilitation Project – Phase I  
**Budget Impact Overview:**

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$307,045	<b>Fund(s):</b> 355
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**RECOMMENDED ACTION:** Discuss and consider adopting Resolution \_\_-2019 authorizing the City Manager to:

1. Award a construction contract to Simpson and Simpson Inc. in the amount of \$227,453 and authorize the City Manager to execute change orders up to the budgeted amount.
2. Adopt the total project budget for the Culver Street Rehabilitation Project – Phase I in the amount of \$307,045.

#### Summary/Background

On June 26, 2019 the City Council adopted resolution 28-2019 accepting the design and specifications and authorizing the City Manager to solicit bids for the construction of the Culver Street Rehabilitation Project – Phase I. The Request for Bids was released June 28, 2019 and advertised through the Auburn Journal, the City’s website, and CIPList.com website. Bid responses were due July 29, 2019, at 2:00 p.m. The City received five bids for the construction of the project. Staff reviewed the bids and determined that the bidders were responsible and submitted responsive bids. The City received the following bids, with Simpson and Simpson Inc. determined to be the lowest responsible and responsive bidder in the amount of \$227,453.30.

Bidder Name	Bid Amount
Simpson and Simson Inc.	\$227,453.30
B&M Builders	\$293,576.00
Martin Brothers Construction	\$297,184.00
Western Engineering	\$310,492.00
Central Valley Engineering	\$326,035.50
<b>Engineers Construction Estimate</b>	<b>\$203,495.00</b>

**FISCAL IMPACT:**

The total project is funded with Community Development Block Grant – Program Income Waiver (CDBG – PI Waiver) funds, City streets/road funds including Road Maintenance and Rehabilitation Account (RMRA SB1) funds at the City’s discretion; and a reimbursement agreement with Placer County Water Agency (PCWA). Funding sources and expense categories are outlined in the chart below.

<b>Estimates 08/14/2019</b>	<b>CDBG-PI Waiver</b>	<b>City</b>	<b>PCWA</b>	<b>Total</b>
Environmental/Engineering/Design/Admin	\$ 2,311	\$ 15,811	\$ 5,650	\$ 23,772
Construction	\$ 187,080	\$ -	\$ 40,373	\$ 227,453
Contingency (10% City, 30% PCWA)	\$ 15,609	\$ 3,099	\$ 12,112	\$ 30,820
Construction Management and Inspection	\$ -	\$ 25,000	\$ -	\$ 25,000
<b>Total Project Costs</b>	<b>\$ 205,000</b>	<b>\$ 43,910</b>	<b>\$ 58,135</b>	<b>\$ 307,045</b>
<b>Original Project Estimates Jan 2018</b>	<b>\$ 205,000</b>	<b>\$ 15,000</b>	<b>\$ -</b>	<b>\$ 220,000</b>
<b>Difference</b>	<b>\$ -</b>	<b>\$ 28,910</b>	<b>\$ 58,135</b>	<b>\$ 87,045</b>

This project is included in the approved capital budget for fiscal year 2019-2020 for \$205,000 of the CDBG-PI Waiver funding. The balance of the City expenses of \$28,910 will pull from the Street Project TBD - Pavement Management Plan capital budget line item (Total budgeted: \$500,000).

Staff is recommending that Council adopt the total project budget in the amount of \$307,045. In addition, staff is recommending Council authorize the City Manager to award a construction contract to Simpson and Simpson Inc. based on their cost proposal and authorize the City Manager to execute change orders up to the total budgeted amount for the project.

**Attachments**

1. Resolution \_\_-2019
2. Contract
3. Bid Package



# City of Colfax

## City Council

Resolution No. \_\_-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX  
AUTHORIZING THE CITY MANAGER TO:

1. AWARD A CONSTRUCTION CONTRACT TO SIMPSON AND SIMPSON INC. IN THE AMOUNT OF \$227,453.30 AND AUTHORIZE THE CITY MANAGER TO EXECUTE CHANGE ORDERS UP TO THE BUDGETED AMOUNT.
2. ADOPT THE TOTAL PROJECT BUDGET FOR THE CULVER STREET REHABILITATION PROJECT – PHASE I IN THE AMOUNT OF \$307,045

**WHEREAS**, the City released bidding on June 28, 2019 was advertised through the Auburn Journal, the City’s website, and CIPList.com website; and,

**WHEREAS**, on July 29, 2019 the City received five bids where Simpson and Simpson Inc. was determined to be the lowest responsible and responsive bidder in the amount of \$227,453.30; and,

**WHEREAS**, the construction bid cost are \$23,958 (10.5%) higher than the previous engineer estimate; and,

**WHEREAS**, staff is recommending the total Project budget be adopted to total project amount of \$307,045; and,

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Colfax authorizes the City Manager to:

1. Award a construction contract to Simpson and Simpson Inc. in the amount of \$227,453.30 and authorize the City Manager to execute change orders up to the budgeted amount.
2. Adopt the total project budget in the amount of \$307,045 as represented in following chart:

Estimates 08/14/2019	CDBG-PI Waiver	City	PCWA	Total
Environmental/Engineering/Design/Admin	\$ 2,311	\$ 15,811	\$ 5,650	\$ 23,772
Construction	\$ 187,080	\$ -	\$ 40,373	\$ 227,453
Contingency (10% City, 30% PCWA)	\$ 15,609	\$ 3,099	\$ 12,112	\$ 30,820
Construction Management and Inspection	\$ -	\$ 25,000	\$ -	\$ 25,000
<b>Total Project Costs</b>	<b>\$ 205,000</b>	<b>\$ 43,910</b>	<b>\$ 58,135</b>	<b>\$ 307,045</b>

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 14<sup>th</sup> day of August 2019 by the following vote of the Council:

**AYES:**

**NOES:  
ABSTAIN:  
ABSENT:**

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**Joe Fatula, Mayor**

**ATTEST:**

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**Amy Lind, Interim City Clerk**

## **AGREEMENT FOR CONTRACT SERVICES**

THIS AGREEMENT is made and entered into on this **15<sup>th</sup> day of August, 2019** by and between the City of Colfax, a municipal corporation of the State of California (“City”) and **Simpson & Simpson Inc.** (“Contractor”).

### **RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Section 7. Subcontracts.**

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

## **Section 8. Assignment.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.

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

**Section 19. Severability.**

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

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

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

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

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

**Section 22. Written Notification.**

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

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

If to Contractor: Simpson & Simpson Inc.  
PO Box 6746  
Auburn, CA 95604

**Section 23. Execution.**

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

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

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

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

CITY

CONTRACTOR

Signature\_\_\_\_\_

Signature\_\_\_\_\_

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

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

Title\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

**DO NOT DETACH**

**PROPOSAL**

**For: Construction of the Culver Street Pavement Rehabilitation Project**  
 For the City of Colfax, Placer County, California.

**TO THE HONORABLE CITY COUNCIL  
 OF THE CITY OF COLFAX**

The undersigned, as bidder, declares that it has carefully examined the work, the annexed proposed form of contract, and agrees that if this Proposal is accepted to contract with the City of Colfax, under the form of contract annexed hereto, to provide all the necessary tools, apparatus, and other means of accomplishing the work as specified in the contract in the manner and time herein prescribed, and in accordance with the requirements of the Public Works Department as therein set forth, and to take in full payment thereof the following prices of the work to be done completely performed to the satisfaction of the City of Colfax, to-wit:

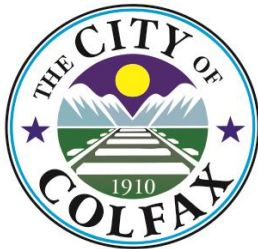
**Contractor's Bid Proposal  
 Culver Street Pavement Rehabilitation Project**

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost (in figures)	Total Cost (in figures)
1	Traffic Control	1	LS	\$	\$7,500.00
2	Adjust Manhole Frame and Cover to Grade	3	EA	\$1,500.00	\$4500.00
3	Adjust Water Valve Frame and Cover to Grade	3	EA	\$750.00	\$2,250.00
4	Roadway Excavation (F)	338	CY	\$115.00	\$38,870.00
5	Asphalt Concrete	687	TON	\$113.50	\$77,974.50
6	Asphalt Concrete Dike, Type E	292	LF	\$22.25	\$6,497.00
7	Pavement Reinforcing Fabric	1,735	SY	\$4.25	\$7,373.75
8	Water Line Protective Cap (F)	120	CY	\$225.00	\$27,000.00
9	Minor Concrete, Valley Gutter	755	SF	\$33.11	\$24,998.05
10	Drainage Inlet, 24" x 24"	1	EA	\$6,200.00	\$6,200.00
11	Drainage Inlet, 18" x 18"	1	EA	\$5,800.00	\$5,800.00
12	12" Storm Drain Pipe	30	LF	\$283.00	\$8,490.00
13	Mobilization	1	LS	\$10,000.00	\$10,000.00

**Total Bid: \$ 227,453.30**

Two hundred twenty seven thousand four hundred fifty three dollars and thirty cents **Dollars**

**Written Amount**



# Staff Report to City Council

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## FOR THE AUGUST 14, 2019 REGULAR CITY COUNCIL MEETING

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**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
**Subject:** City Clerk

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> As budgeted	<b>Fund(s):</b> 100-120,560, 561
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**RECOMMENDED ACTION:** Discuss and consider adopting Resolution \_\_-2019 appointing Jaclyn Collier as City Clerk.

**Summary/Background**

Staff recently advertised for the City Clerk position. The City received 10 applications and interviewed the top four candidates. The interview panel was unanimous in ranking Jaclyn Collier as the top Candidate. Mrs. Collier expressed interest and accepted the offer of employment contingent on the Council’s action. Colfax Municipal Code Chapter 2.12 states that the City Council, upon recommendation of the City Manager, appoints the City Clerk. The City Manager wholeheartedly recommends that the City Council appoints Jaclyn Collier as Colfax City Clerk.

**FISCAL IMPACT:**

**Attachments**

1. Resolution \_\_-2019

# City of Colfax

## City Council

Resolution No. \_\_-2019

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### APPOINTING JACLYN COLLIER AS CITY CLERK

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**Whereas**, Municipal Code 2.12 creates the position of City Clerk and authorizes City Council to appoint an individual to fill that position based on the recommendation of the City Manager; and

**Whereas**, the City Manager conducted a recruitment for the position of City Clerk and as a result of the recruitment Jaclyn Collier was selected as the top candidate; and

**Whereas**, the City Manager recommends Mrs. Collier to fill the position of City Clerk.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Colfax appoints Jaclyn Collier as City Clerk.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 14<sup>th</sup> day of August 2019, by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
**Joe Fatula, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Amy Lind, Interim City Clerk**



# Staff Report to City Council

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## FOR THE AUGUST 14, 2019 REGULAR CITY COUNCIL MEETING

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**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
**Subject:** City Engineering Consultant Services

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$210,000	<b>Fund(s):</b> 100-425,100-120,250,560,561
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**RECOMMENDED ACTION:** Discuss and consider \_\_ -2019 Resolution authorizing the City Manager to enter into a Contract Agreement with GHD for City Engineering services for a term of 3-years with an option for a 2-year extension.

### Summary/Background

The City is currently operating city engineering services through insufficient resources due to lack of expertise knowledge in the existing consultant engineering contract. City staff has taken a huge role in the engineering functions for the City, which further reduces the staffing resources to accomplish primary duties. In order to enhance the resources to the community, City staff has released a Request for Qualifications (RFQ) on May 23, 2019 to acquire a comprehensive engineering consulting firm to fulfill the city engineering requirements.

The RFQ requested specialized services related city engineering functions for the community. The on-call contracted engineering service includes the following functions:

- Capital Improvement Program management and development.
- Technical evaluation of projects and programs.
- Project management responsibility for evaluation, programming, design and construction of capital projects.
- Provide oversight of consultant requests for proposals and/or construction services including the advertising and bid processes for projects; evaluation of proposals and recommendation for project award; negotiation and administration of contracts for construction projects.
- Participates in initiating all capital improvement projects and programs, including defining project scope, determining project budget, and locating financial resources.
- Participate in the review and conditioning of planning applications in relation to the City's General Plan, infrastructure master plans and overall capital needs of the City.
- Preparation of plans, specifications and estimates for City public works projects.
- Represents the City within the community and with outside agencies.

- City compliance with all Federal, State, County and local laws and regulations.
- Manage projects that are Federally, State, or County funded following required policies including Caltrans Local Assistance Procedures Manual.
- Monitors and makes recommendations in relation to changes in laws, regulations and technology that may affect City operations; implements policy and procedural changes as required.
- Prepares, reviews, and, presents staff reports and City engineering documents and reports on various projects and programs and attend City Council meetings as necessary.
- Review and comment on planning programs and land development controls.
- Provide emergency response in time of unusual weather and other disaster such as flooding, earthquake, etc.
- Provide utility interface as necessary with PG&E, cable, and other utility companies
- Perform right-of-way engineering, mapping, and surveying as required.
- Construction management, inspection, and related support services as required.

The city engineering service will be an adjunct to the City staff on an as needed base to provide the aforementioned services.

The City Engineer RFQ submittal deadline was June 20, 2019 for interested consulting firms. The City received 5 Statement of Qualifications (SOQ) from interested consultant firms. Staff utilized evaluation criteria to rank the SOQ with the intentions to interview the top consultant firms. The initial ranking committee recommended interviewing GHD, Bennett Engineering, and Interwest on July 16, 2019.

The interview panel consisted of the City Manager, the Community Services Director, and the Accounting Technician utilizing an interview/presentation style forum to rank the final consulting firms. Based on the interview process results, staff is recommending entering into a 3-year contract with GHD with an option for a 2-year extension.

**Budget Impacts**

The contract award is based on services provided through the on-call city engineering services with GHD on actual adopted budget amounts and reimbursable projects. The potential cost for the City over a 3-year contract term is \$210,000 from various funds, which include funds 100-425, 100-120, 250, 560, and 561.

**Attachments**

1. Resolution \_\_-2019
2. Service Agreement
3. Service Rate Sheet
4. GHD Presentation



# City of Colfax

## City Council

Resolution № \_\_-2019

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AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AGREEMENT  
WITH GHD FOR CITY ENGINEERING SERVICES FOR A TERM OF 3-YEARS  
WITH AN OPTION FOR A 2-YEAR EXTENSION.

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**WHEREAS**, the City is currently operating city engineering services through insufficient resources due to the lack of expertise knowledge in the existing consultant engineering contract; and,

**WHEREAS**, City staff solicited for statements of qualification from engineering consultants on September 27, 2018 for city engineering services; and

**WHEREAS**, the scope of the services provided by GHD are to develop and deliver various programs and projects associated with private development projects, capital improvement projects and regulatory reporting for wastewater, streets, drainage, traffic engineering, closed landfill, parks, and public facilities in an estimated amount of \$210,000 over at 3-year term.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Colfax authorize the City Manager to enter into a Contract Agreement with GHD for City Engineering services for a term of 3-years with an option for a 2-year extension.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 14<sup>th</sup> day of August 2019, by the following vote of the Council:

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

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**Joe Fatula, Mayor**

**ATTEST:**

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**Amy Lind, Interim City Clerk**

# CITY OF COLFAX

## CONSULTANT SERVICES AGREEMENT

### WITH GHD TO PROVIDE CITY ENGINEERING SERVICES

This Agreement is made by and between the City of Colfax, a municipal corporation ("City") and GHD a California corporation ("Consultant" or "City Engineer"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide said services described in Exhibit A. Consultant shall provide said services at the time, place and in the manner specified in Exhibit A.
2. Contract Period. Contract work will begin August 15, 2019
3. Payment. Exhibit B is the negotiated Rate Schedule for services and expenses. The Consultant shall be paid monthly for the actual fees, costs and expenses for all time and materials required and expended, in accordance with the terms in Exhibit B, for services rendered pursuant to this Agreement at the times and in the manner set forth.
4. Facilities, Equipment and Other Materials. Consultant shall, at its sole cost and expense, furnish all facilities, equipment and other materials that may be required for furnishing services pursuant to this Agreement. City shall not furnish to Consultant office space for on-site use.
5. General Provisions. The general provisions set forth in Exhibit C are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control insofar as it is inconsistent with the general provision.
6. Exhibits. All exhibits referred to herein area attached hereto and are by this reference incorporated herein.
7. Time for Performance. Consultant shall devote such resources pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
8. Conflict of Interest. Consultant states that no City officer or employee, nor any business entity in which they have an interest: a) has an interest in the contract awarded; b) has been employed or retained to solicit or aid in the procuring of the resulting contract; c) will be employed in the performance of such contract without immediate disclosure of such fact to the City.

Executed as of the day first above stated.

GHD

CITY OF COLFAX  
A Municipal Corporation

\_\_\_\_\_  
Doug Ries, Principal in Charge

\_\_\_\_\_  
Wes Heathcock, City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Amy Lind, Interim City Clerk

\_\_\_\_\_  
Alfred Cabral, City Attorney

# CONSULTANT SERVICES AGREEMENT

## EXHIBIT A

### SCOPE OF SERVICES

#### DESCRIPTION OF SERVICE

The City of Colfax is requesting the services of an engineering firm to provide on-call city engineering services under contract. The consultant shall assign one individual as the City Engineer and primary contact, although additional consultant resources may be utilized to manage the services requested throughout the life of the contract. Direction of such services will come from the City Manager or designee.

The City is in need of a licensed civil engineer to act as the City Engineer in responsible charge of providing engineering oversight of new development, infrastructure, funding and project implementation. Larry Wing will be designated as the City Engineer and Engineer of Record, and will approve all engineering plans, maps and reports, supervise and be responsible for managing federal-aid projects in accordance with Caltrans Local Programs, and advise the City on ordinances, regulations and financing options pertaining to engineering matters. GHD (“City Engineer” or “Consultant”) will assist the City in developing working relationships with outside agencies and private utilities affecting the City. While reporting to the City Manager or designee, Consultant will present information and recommendations to the City Council, as necessary, and respond to citizen complaints relating to engineering matters.

#### SCOPE OF SERVICES

##### A. General Engineering Services

1. City Engineer will respond to engineering related questions and problems relating to City facilities that arise during the day-to-day operation of the City. City Engineer will coordinate directly with operations staff, building officials, and/or sanitary engineering consultants.
2. City Engineer will respond to engineering related questions and problems relating to potential development that arise during the day-to-day operation of the City.
3. City Engineer will assist operations staff with condition-assessment and problem solving of existing City infrastructure and provide recommendations as requested.
4. City Engineer will assist the City, in conjunction with the local Transportation Authority and Caltrans, in researching, recommending and managing internal and external funding for transportation projects.
5. City Engineer will coordinate with other Departments, and outside agencies, to refine the

annual list of capital projects, to make sure the project is needed in that year and the budget is available. City Engineer will submit the annual capital improvement and maintenance budget to the City Manager or designee for Council approval.

6. City Engineer will work with City staff to identify what will be needed for establishing or updating the City's engineering and development regulations, fees and ordinances.
7. City Engineer will attend staff meetings and council meetings as requested by the City Manager or designee.

## **B. Other Engineering Services and Project-Specific Tasks**

1. City Engineer will assist the City Manager or designee and Planning Director in reviewing engineering aspects of planning applications, including reviewing tentative, parcel and/or final maps, infrastructure reports and Master Plans, all in accordance with the Subdivision Map Act of California, the General Plan and local Master Plans and ordinances. City Engineer will assist in establishing and enforcing conditions of approval, subdivision agreements and development agreements for Council approval.
2. City Engineer will develop a Capital Improvement Program (CIP) for public infrastructure. City Engineer will assist the City in establishing a multi-year CIP and annual budget. City Engineer will assist in development of street, storm water and other public infrastructure projects, cost estimates, funding and staging and will work in conjunction as necessary with the City's sanitary engineers on wastewater treatment and collection system project coordination into the overall CIP. In addition, Master Plans, engineering reports and discussions with other agencies will be used to determine what additional projects are necessary to meet the needs of the community. City Engineer will compile the project lists into a multi-year CIP for review and Council approval. City Engineer will develop a Project Budget Sheet for each capital project.
3. City Engineer will review and assist in updating the City's Mitigation Impact Fee Program and Major Projects Financing Plan to ensure development fees are adequately collected, tracked and expended.
4. City Engineer will assist or supplement the City's Planning Director when environmental assessment/documentation services are necessary for projects. City Engineer will work with the City's consultant(s) to determine the type of environmental document required and identify the resources for completing the work.
5. Upon request by the City, City Engineer will provide engineering design services for those projects for which City Engineer has the qualifying engineer experience and staff resources.
6. City Engineer will assist the City in managing new projects developed as part of the annual capital improvement and maintenance program. City Engineer will establish the implementation schedule and determine what resources are necessary to provide environmental, architectural/engineering, or construction management services, and if outside assistance is necessary, assist the City in a qualifications based selection (QBS)

process. The designated City Engineer project manager will administer projects through completion. City Engineer will coordinate with other departments during development and execution of their specific projects to ensure their needs are met. City Engineer will provide peer review and plan checking as necessary. City Engineer will handle budgets and prepare requests for additional funds if justified. City Engineer will take a summary of the project, including final expenditures, to the City Council for final acceptance and recordation of the notice of completion.

7. City Engineer will review and approve all improvement plans for development of residential, commercial or industrial projects. City Engineer will assist the City in obtaining compliance with engineering standards and conditions of approval. City Engineer will work with City staff, as needed, to update the subdivision ordinance and fee schedule as necessary, and assist in development, review and updating of master planning documents. City Engineer will assist the City in establishing and collecting plan check and inspection fees and construction security bonds as necessary.
8. Upon request by the City, City Engineer will update the City's Design and Construction Standards. City Engineer will utilize other agency standards plus City staff discussions to determine essential revisions to the standard plans. Recently completed updates to standard plans from other Northern California public agencies may be used in the City of Colfax along with any City-specific revisions, resulting in timely, cost-effective updates.
9. The City may periodically need the services of a licensed land surveyor and survey crew. City Engineer will contact local surveying firms to determine their availability to provide on-call surveying support. In addition, City Engineer will work with a qualified land-surveying firm on large design and construction projects.
10. Upon request by the City, City Engineer will provide resident engineering and/or inspection services for those projects for which City Engineer has the qualifying engineering experience and staff resources. These services are subject to mutual agreement between the City and City Engineer and the availability of City Engineer staff resources. The City reserves the right to contract separately for these services.

# CONSULTANT SERVICES AGREEMENT

## EXHIBIT B

### TIME AND MANNER OF PAYMENT

1. The General Engineering Services will be paid based on actual time and materials required at the consultant's rates.
2. City Engineer shall only undertake the Other Engineering Services and Project-Specific Tasks itemized in Section B above after a budget has been developed and approved by the City Council, City Manager or designee. City Engineer shall not incur costs in excess of the budgeted amounts without prior written authorization of the City Council, City Manager or designee.
3. Reimbursable projects shall be charged at regular rates but the charges shall be subject to review by the City Manager or designee and a prior budget may be required.
4. Invoices will be scheduled for payment on receipt by the City in its normal warrant payment schedule and will in no event be paid later than 30 days from receipt, unless disputed. However, on any project for which as-built drawings are required to be prepared by any contractor, subcontractor or consultant, final payment to Consultant shall be made upon the City's receipt of as-built drawings reasonably acceptable to the City.
5. Consultant shall provide fully itemized billing by period showing services performed, the individuals performing the services, and the total charge billed for that entry. A detailed description of the work performed for that period, and the amount of time spent, will be made available to the City Manager or designee upon request. The billing shall also include the remaining budget if applicable.
6. The engineering services to be provided are based on a 12-month period, at the staff levels and hourly rates identified in the Rate Schedule with the expectation the City Engineer rate not to exceed \$185 per hour as negotiated. City Engineer reserves the right to negotiate adjustments to hourly rates for follow-on years to compensate for labor cost increases, employee benefits and other increased due to inflationary trends.
  - (1) Both parties agree that weekly meetings and staffing at City offices may not be necessary to provide City engineering services. When weekly planned meetings or staffing are required, City Engineer agrees to provide travel time and mileage for the City Engineer, from Consultant's office at no cost to the City, based on a maximum two trips per week.

Travel time from consultant's office to the City's offices for project-specific meetings or activities will be paid based on the hourly rate of the individual.

- (2) Mileage. Vehicle mileage is invoiced based on the Internal Revenue Service's current

rate, for all trips. Vehicle mileage is charged for travel from the consultant's office for project-specific meetings or activities.

- (3) Use of reimbursable supplies and printing will be minimized by making use of City resources whenever efficiency dictates.



# CONSULTANT SERVICES AGREEMENT

## EXHIBIT C

### GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which consultant accomplishes services rendered pursuant to this Agreement.
2. Licenses, Permits, etc. Consultant represents to City that it has all licenses, permits, qualifications and approval of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses permits and approval which are legally required for Consultant to practice its profession at the time the services are performed.
3. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by a cause, present or future, which is beyond the reasonable control of the party.
4. Indemnification. Consultant shall hold harmless and indemnify, including without limitation the cost and duty to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance.
  - (1) General Liability. During the term of this Agreement, Consultant shall maintain in full force and affect a general liability insurance policy in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - (2) Automobile Liability. During the term of this Agreement, Consultant shall maintain in

full force and affect a policy of automobile liability insurance in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

- The City, its officers, officials, employees and volunteers are to be named as additional insured on the Consultant's general liability and automobile liability insurance policies.
  - Consultant's general liability and automobile liability insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- (3) Professional Liability. During the term of this Agreement, Consultant shall maintain in full force and effect professional liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors or sub-consultants. The amount of this insurance shall not be less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims-made annual aggregate basis.
- (4) Cancellation. Each insurance policy or certificate of insurance required in this paragraph shall not be canceled except after thirty (30) days written notice has been received by the City. Current certification of such insurance shall be kept on file with the City Clerk at all times during the term of this Agreement.
6. Worker's Compensation. During the term of this Agreement, Consultant shall fully comply with the terms of the law of California concerning Worker's Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Consultant may have for Worker's Compensation. The Worker's Compensation Policy shall contain a waiver by the insurer of all rights of subrogation against the City, its officers, agents and employees.
7. Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
8. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
9. Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such

person or persons.

10. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which consultant is engaged in the geographical area in which Consultant practices its profession. All work products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.
11. City Representatives. The City Manager or designee is the representative of the City and will administer this Agreement for the City.
12. Termination. This Agreement may be canceled upon thirty (30) days written notification by either party without cause. Consultant shall be entitled to receive full payment for all services performed and all costs incurred to the date of termination of the contract. Consultant shall be entitled to no further compensation for work performed after the date of termination of the contract. All completed and uncompleted products up to the date of termination of the contract shall become the property of the City.
13. Non-Discrimination. Consultant shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations affecting the Services, including without limitation laws requiring licensing and prohibiting discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases. City shall not be responsible or liable for Consultant's failure to comply with applicable laws, statutes, ordinances, rules or regulations
14. Ownership of Information. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information

This agreement creates a non-exclusive and perpetual license for Consultant to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer portable storage device, which are prepared or caused to be prepared by Consultant pursuant to this Agreement. Consultant shall not be limited in any way in its use of such documents and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Consultant's sole risk and that Consultant shall indemnify, defend, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any claims arising out of Consultant's use of such documents and data for any project

or purpose not covered by this Agreement.

15. Attorney's Fees. If any party to this Agreement commences legal proceedings to enforce any of its terms or for damages for its breach, the prevailing party shall be entitled to recover reasonable attorney's fees, including those incurred on appeal, if any.
16. Entirety of Agreement. This Agreement contains the entire agreement of City and Consultant with respect to the subject matter hereof, and no other agreement, statement or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid. No supplement, modification or amendment of this Agreement shall be binding unless executed by all parties in writing.
17. Counterparts. The partners may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the parties; each counterpart shall be deemed an original instrument as against any party who has signed it.
18. Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect.
19. Successors. This Agreement shall be binding on and inure to the benefit of the respective successors and assigns of the parties, except to the extent of any contrary provision in this Agreement.
20. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

## MEDIATION/ARBITRATION OF DISPUTES

Any controversy between the parties involving the construction, application or performance of any of the terms, provisions or conditions of this agreement shall, on the written request of either party served on the other, be submitted to mediation before a mediator acceptable to all parties. The mediation shall occur within 45 days of the initial request, unless extended by agreement of the parties. Should any party commence arbitration or court action based on a dispute or claim to which this Section applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action or arbitration.

If the mediation is unsuccessful, either party may, within five (5) days thereafter, serve a written request on the other demanding that the matter be submitted to binding arbitration.

Exceptions to Mediation/Arbitration. Neither mediation, nor arbitration is required under the following limited circumstances: the matter is justifiable in small claims court, than the dispute shall be resolved through that court.

If the controversy to be arbitrated also involves third parties who are not willing to submit the matter to arbitration, and multiple proceedings would result from enforcement of this arbitration clause, then the dispute shall be resolved through the courts without referral to arbitration.

If it is alleged that irreparable harm would occur prior to the completion of the arbitration, a party may immediately apply for injunctive relief to prevent the irreparable harm, but the matter shall be stayed and submitted to mediation/arbitration after the Court has acted on the issue of injunctive relief.

Except as provided herein, Arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Section 1280 et.seq. of the California Code of Civil Procedure.

Upon receipt of a notice of intent to arbitrate, the parties shall mutually agree on an arbitrator within 15 days. If they are unable to agree on a single arbitrator, each party shall appoint another individual as a selection arbitrator and the two selection arbitrators shall select a third impartial arbitrator to decide the matter within 30 days of notice of arbitration. If for any reason this process fails to result in the selection of an impartial arbitrator in a timely manner, either party may petition the Court for appointment of an arbitrator pursuant to CCP 1281.6.

The decision of the Arbitrator, after close of the hearing, shall be final and conclusive upon the parties.

The parties agree to do all acts necessary to expedite the arbitration proceedings such that the matter can be arbitrated within 90 days of service of the notice of intent to arbitrate.

Upon a showing of good cause and the approval of the arbitrator, either party may obtain discovery necessary for the proof of their case. Provided that the arbitrator shall supervise the discovery process to insure that it is carried out in an expeditious manner and that it is not permitted to be

unduly burdensome or delay the hearing.

Up to the time of award, the cost of arbitration shall be split by the parties. In the event a party fails to pay its share in a timely fashion, the Arbitrator shall treat the omission as a default and enter judgment in favor of the other party. The Arbitrator may award the prevailing party reimbursement for any fees and expenses incurred, including arbitration costs paid, or allocate the attorney's fees and expenses between the parties in such proportions as the Arbitrator decides is just and reasonable.

The Arbitrator shall make his or her decision in writing. In making his or her decision, the arbitrator shall follow California Law and shall have authority to impose any appropriate remedy permitted under California Law. Either party may seek clarification or reconsideration of the award within 10 days of issuance.

**NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL 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 'ARBITRATION OF DISPUTES' 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 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.**

Initial:            Consultant \_\_\_\_\_            City \_\_\_\_\_

# GHD Service Rate Sheet

## US West Fee Schedule

Role	2019-2020		Role	2019-2020	
<b>Principles:</b>	\$217.35	\$274.28	<b>Information Technologists:</b>		
			- Level A	\$129.33	
<b>Associates:</b>	\$175.00	\$245.00	- Level B	\$135.00	
			- Level C	\$150.00	\$160.00
<b>Specialist:</b>	\$200.00	\$250.00	- Level D	\$170.00	\$180.00
			- Level E	\$195.00	\$205.00
<b>Engineers:</b>			- Level F	\$225.00	\$235.00
- Level A	\$115.00	\$125.00	<b>Database Analysts:</b>		
- Level B	\$130.00	\$140.00	- Level A	\$105.00	
- Level C	\$145.00	\$155.00	- Level B	\$120.00	
- Level D	\$160.00	\$185.00	- Level C	\$135.00	\$155.00
- Level E	\$190.00	\$220.00	- Level D	\$170.00	\$190.00
- Level F	\$225.00	\$245.00	- Level E	\$205.00	\$215.00
<b>Geologists/Hydrologists:</b>			- Level F	\$220.00	\$240.00
- Level A		\$125.00	<b>Technicians/Technologists:</b>		
- Level B		\$135.00	- Level A		\$35.00
- Level C	\$145.00	\$170.00	- Level B	\$100.00	\$110.00
- Level D	\$175.00	\$185.00	- Level C	\$110.00	\$120.00
- Level E	\$195.00	\$205.00	- Level D	\$125.00	\$140.00
- Level F	\$210.00	\$230.00	- Level E	\$145.00	\$160.00
<b>Environmental Chemists/Scientists/Planners:</b>			- Level F	\$180.00	\$190.00
- Level A	\$100.00	\$130.00	<b>Draft/CADD:</b>		
- Level B	\$115.00	\$145.00	- Level A	\$75.00	\$80.00
- Level C	\$130.00	\$155.00	- Level B	\$0.00	\$30.00
- Level D	\$140.00	\$175.00	- Level C	\$95.00	\$100.00
- Level E	\$165.00	\$195.00	- Level D	\$115.00	\$125.00
- Level F	\$195.00	\$215.00	- Level E	\$130.00	\$130.00
<b>Industrial Hygienists/Safety Professionals:</b>			- Level F	\$135.00	\$170.00
- Level A		\$120.00	<b>Technical Apprentices:</b>	\$210.00	\$235.00
- Level B		\$130.00	<b>Administrative Support:</b>		\$70.00
- Level C	\$140.00	\$155.00			
- Level D	\$165.00	\$175.00			
- Level E	\$190.00	\$200.00			
- Level F	\$225.00	\$235.00			

Employee time will be billed in accordance with the fees listed above. These rates are subject to change on a semi-annual basis. For other than professional employees, time spent over 8 hours per day, time spent on swing shifts, and time spent on Saturdays will be charged at 1.5 times the hourly billing rate. Work on Sundays will be charged at 2.0 times the hourly billing rate and holiday work will be charged at 2.5 times the hourly billing rate. All field personnel charges are portal to portal. Professional employees will not be charged out at premium charge rates for overtime work.

Expenses and other similar project related costs are billed out at cost plus 15%. The cost of using equipment and specialized supplies is billed on the basis of employee hours dedicated to projects. Our rates are:

- A. Office consumables: \$6.00/hr
- B. Environmental Dept./Construction Inspector consumables: \$11.00/hr
- C. Survey/Field consumables: \$15.00/hr
- D. Various Environmental, Construction and Land Surveying equipment: At market B. C. D. Payment for work and expenses is due and payable upon receipt of our invoice. Amounts unpaid thirty (30) days after the issue date of our invoice shall be assessed a service charge of one and one half (1.5) percent per month.

(\*) These rates do not apply to forensic-related services, or to work for which Prevailing Wage obligations exist. It is the responsibility of the client to notify GHD in writing if Prevailing Wage obligations are applicable, in which case the fees will be adjusted proportionate to the increase in labor cost.



# City Engineering Services

City of Colfax

Larry Wing, PE  
Project Manager





# Firm Qualifications



# About GHD

## Local Firm with Small Community Focus

### Local Resources

- 2 offices
- 80+ people

### US West

- 14 offices
- 400+ people

### North America

- 130 locations
- 4,000+ people



90+ years in operation

5 global markets

75+ service lines

**Together** with our clients, we create lasting community **benefit**



200+ offices worldwide

10K people

130+ countries

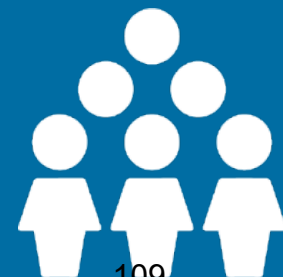
1.5B 2018 revenue (107)



# Services & Resources

- Agriculture
- Air & Noise
- Asset & Facilities Management
- Aviation
- Bridges
- Building Sciences/Physics
- Climate Change
- Communication Systems
- [Construction Contracting](#)
- Contamination Assessment & Remediation
- Dams
- Data Management Services
- Design Documentation
- Electrical Engineering (Buildings)
- Electrical Engineering (Industrial)
- Emergency Response
- [Engineering Procurement and Construction Management \(EPCM\)](#)
- Fire & Life Safety
- Food Processing
- Forensic Engineering
- Forestry Management
- Geology
- [Geotechnical](#)
- Health Safety and Environmental (HSE) Systems & Industrial Hygiene
- HVAC
- Hydraulics (Buildings)
- Hydrocarbons Processing
- Hydrocarbons Transportation
- Hydrogeology
- Industrial Water & Waste Management
- Information Services
- Instrumentation & Control
- Integrated Water Management
- Intelligent Transport Systems
- Irrigation
- [Land Development & Municipal Engineering](#)
- Light Rail
- Maritime & Coastal Engineering
- Materials Handling
- Materials Technology
- Minerals Processing
- Mining Engineering
- Mining Geosciences
- Natural Resources
- [Pavement Engineering](#)
- Planning
- Plant Engineering
- Policy & Economics
- Power Delivery
- Power Generation
- [Project Management](#)
- Railways
- Renewable Energy
- Resource Evaluation
- Risk
- Road Network Management
- [Road Systems](#)
- Security
- Spatial Sciences
- Stakeholder Engagement & Social Sustainability
- Structures
- Tailings (Mines & Residue)
- [Transportation Planning & Traffic Engineering](#)
- Tunnels
- [Waste Management](#)
- [Wastewater & Stormwater Collection Systems](#)
- [Wastewater Treatment & Recycling](#)
- [Water & Wastewater Strategy & Planning](#)
- [Water Efficiency](#)
- [Water Sciences](#)
- Water Transmission & Distribution
- Water Treatment & Desalination
- Waterways & Coastal

# Service Team



# Key Staff | Project Team



Larry Wing, PE  
City Engineer

*43 Years of Experience*



Heather Anderson, PE  
Capital Improvement  
Program Manager

*12 Years of Experience*



H. Ross Ainsworth,  
PE, TE  
Traffic Engineering Manager

*52 Years of Experience*



Matt Weber, PE  
Wastewater Manager

*27 Years of Experience*



Chris Trumbull, PE, GE,  
DGE  
Geotechnical/Pavement  
Rehabilitation Manager

*30 Years of Experience*



Douglas Ries, PE  
Principal-in-Charge

*31 Years of Experience*



Joe Patterson, PE  
Construction Services Manager

*14 Years of Experience*

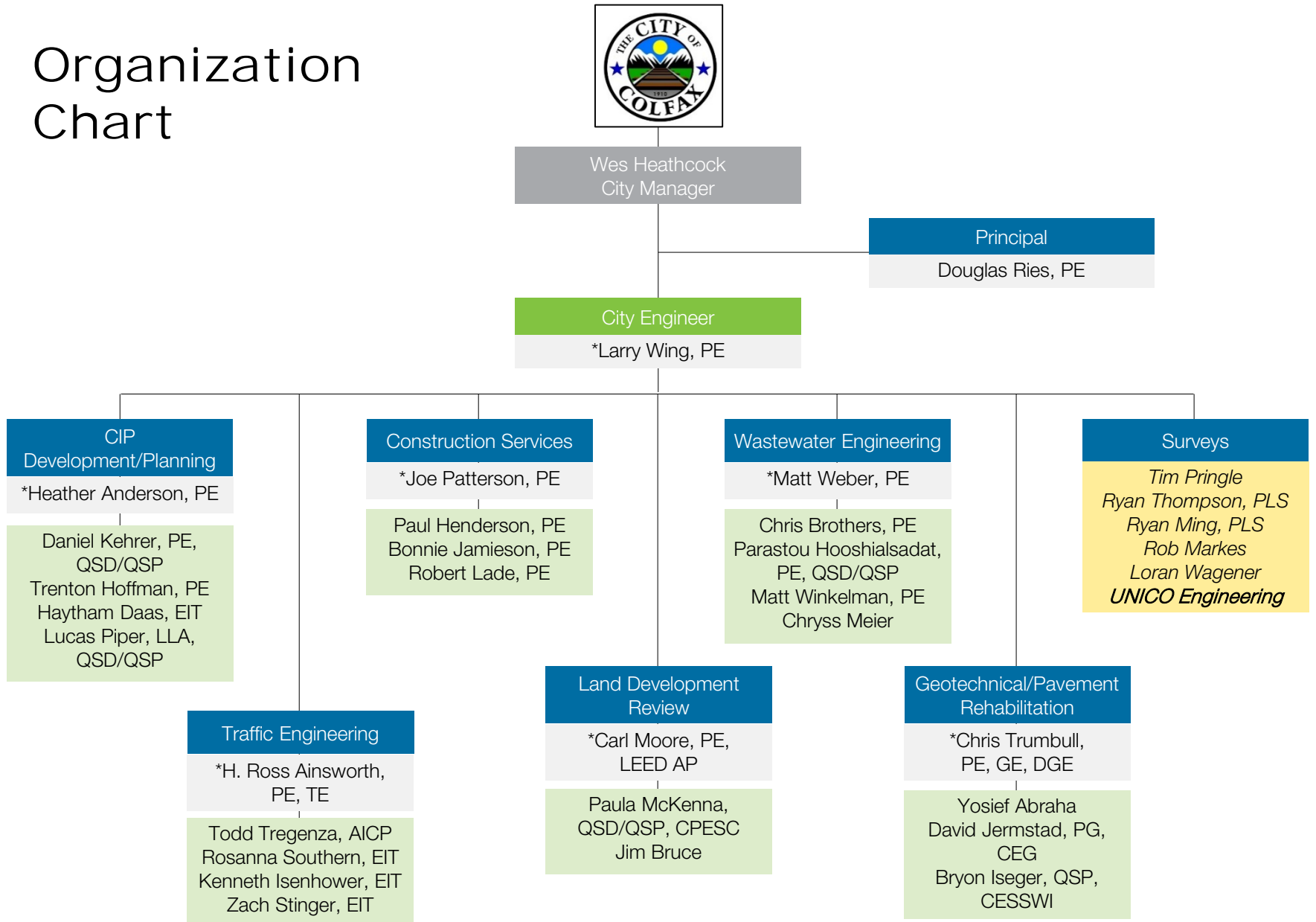


Carl Moore, PE, LEED AP  
Land Development Manager

*20 Years of Experience*



# Organization Chart



*\*All disciplines will report to Larry Wing. Identifies Key Personnel on your projects.*

# City Engineer Profile



## Larry Wing, PE

- ✓ Over 43 years of experience (+6 months)
- ✓ 12 years as a City Engineer
  - 10 years with the City of Rocklin
    - CIP, land development projects, and construction
  - 2 years with the Cities of Elk Grove and Placerville
    - CIP and land development projects
  - Current City of Rocklin experience
    - City Surveyor
    - Performs 90% of land development plan checks
  - Map Review Services for City of Chico
    - Excellent responsiveness

# Understanding Your Needs





# We know the local agencies

*Our state projects/plans have been approved by*



*Coordination for funding on the I-80/South Auburn Roundabout with*



**Placer County  
Transportation  
Planning Agency**

*Lead Designer on Kings Beach and Bell Road roundabouts with*



*30 years of coordination, most recently on the I-80/S. Auburn Roundabout*



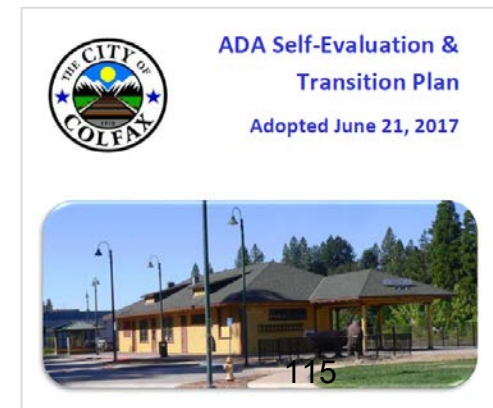
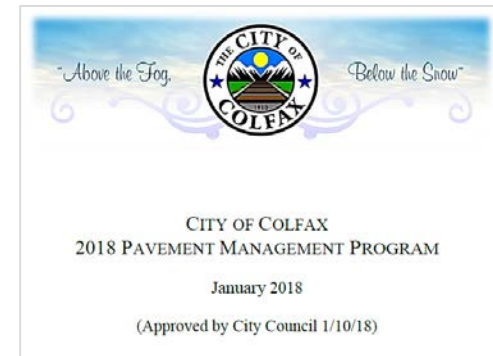
*Seven Task Orders completed in last four years with*



# Coordinating with your Departments

Work closely with the Community Services Department (Streets and Roads)

- Pavement management program
  - Maintenance
  - Rehabilitation improvement plans
  - Rehabilitation funding opportunities - Regional Surface Transportation Program, Senate Bill 1, and those administered by Caltrans
- Americans with Disabilities Act improvements
- Assist with bidding and observe the construction, if requested
- Sanitary sewer collection facilities/system (wastewater)
- Planning Department

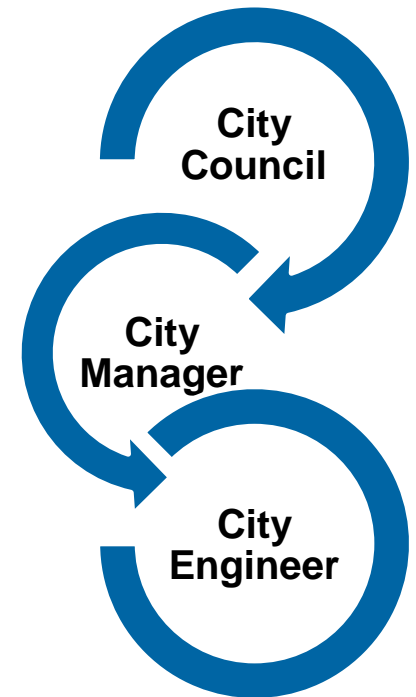


# Ability to Respond Quickly

## City Engineer Process

- From my experience as a City Engineer:
  - Each days activities will vary depending on your needs
  - Availability daily to respond to the City Manager, citizen's, and other agency requests for information or action
  - I highly recommend communication start with the City Manager for City Council requests and be funneled by him to the City Engineer

## Recommended Communication Flow



***We recommend you contact our reference Lynn Toth,  
Land Development Engineer, City of Rocklin, (916) 625-5568***

# Ability to Respond Quickly

## City Engineer Availability

- Propose to be on-site at City two days a week
- During daily office hours will be available, as needed

*Primary contacts when Mr. Wing is unavailable:*

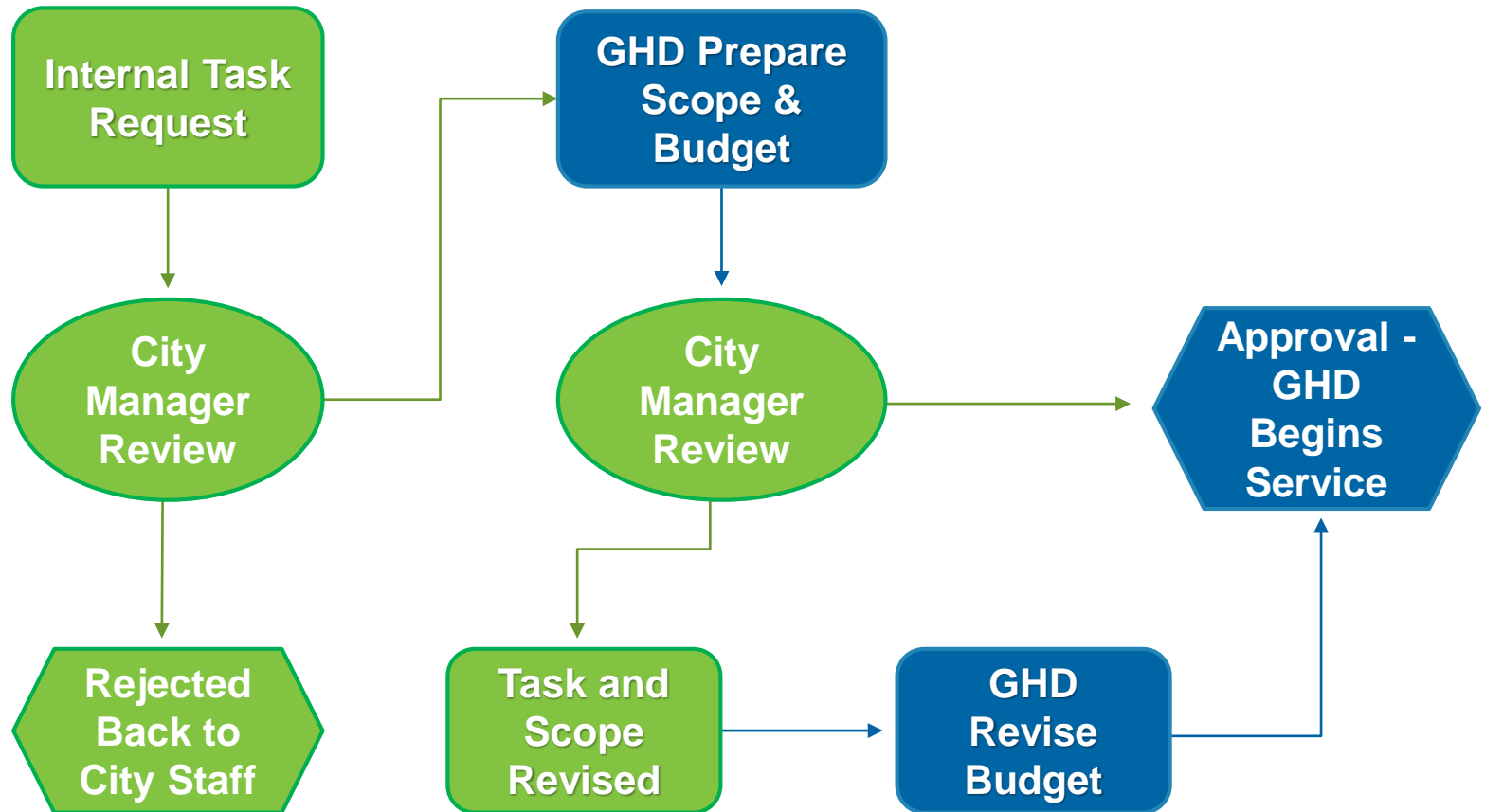
- Ross Ainsworth, PE, TE
- Heather Anderson, PE

***There will always be  
someone to assist you!***



# Approach to Services

## Managing the Task Order Process



# Approach to Services

## Task Order Authorization



CITY OF COLFAX  
 GHD Contract \_\_\_\_\_  
 TASK ORDER NO. \_\_\_\_\_

### Construction Inspection

#### AGREEMENT

- (1) **INCORPORATION OF MASTER AGREEMENT.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Agreement for Consulting Services for this project, unless specifically modified by this Task Order.
- (2) **SCOPE OF WORK.** CONSULTANT agrees to provide construction inspection services, including SWPPP inspections, for all private development projects.
- (3) **TIME OF PERFORMANCE.** It is expected that this work will continue through June 30, 2022.
- (4) **COMPENSATION.** CITY hereby agrees to pay CONSULTANT a sum not-to-exceed \$100,000.00 in accordance with approved billing rates and current staffing plan.
- (5) **PAY WHEN PAID PROVISION.** This Task Order is subject to the "Pay When Paid" provision as set forth in Section 4A of the Master Agreement for Consulting Services.
- (6) **NOTICE TO PROCEED.** Any work performed prior to the date of July 25, 2019 is unauthorized and will not be paid.
- (7) **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Approved:

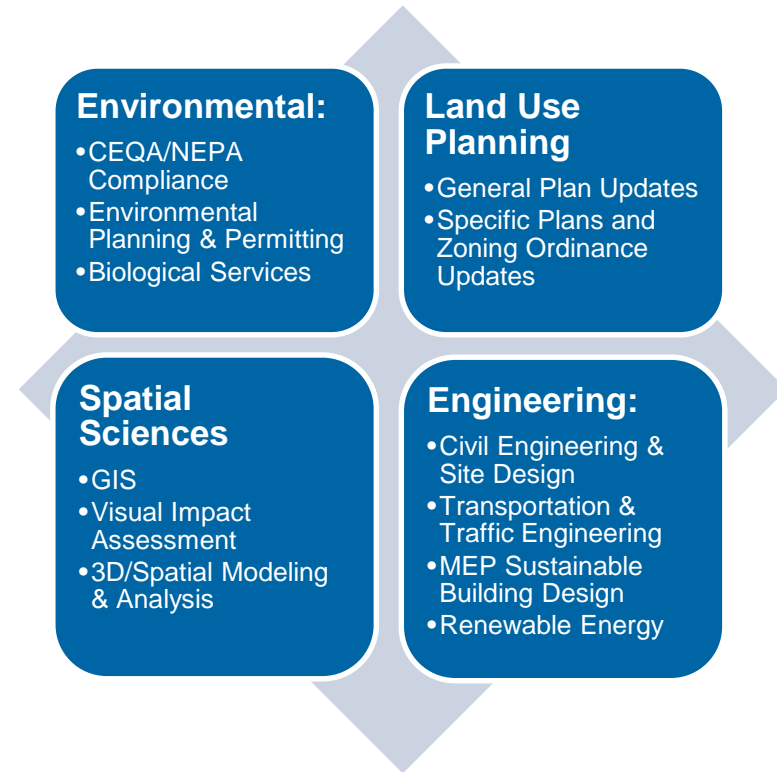
Wes Heathcock City Manager	Date	Douglas J. Ries Principal, GHD, Inc.
		Date

Budget Information		
Account Code	Description	Amount
295-4110-442.25-07	Construction Inspection	\$100,000.00
	<b>Total</b>	<b>\$100,000.00</b>

# Approach to Services

## Land Development Review

- Main Contact: Larry Wing, PE
- Services include:
  - Preliminary meetings with proposed developers
  - Development of the conditions of approval for the entitlement phase
  - Review and approval of the improvement plans
  - Inspection of the proposed improvements



*City of Rocklin On-Call Development Projects Plan Review Services*

# Approach to Services

## Construction Services

To ensure innovative, yet sound, construction services we have the following goals:

1. Cost - Best value for your dollar, within budget
2. Schedule - Projects delivered within your time-frames
3. Quality - Delivery of final product as planned by the scope (drawings, specifications, and contract documents)

## Surveying

UNICO Engineering offers:

- GPS and mapping services
- Digital orthophotography
- Internet-based mapping and GIS
- Topographical surveys
- Boundary surveys (property/lot split)
- Construction surveys/staking
- Aerial surveys and mapping
- Underground utilities-related services
- Legal descriptions

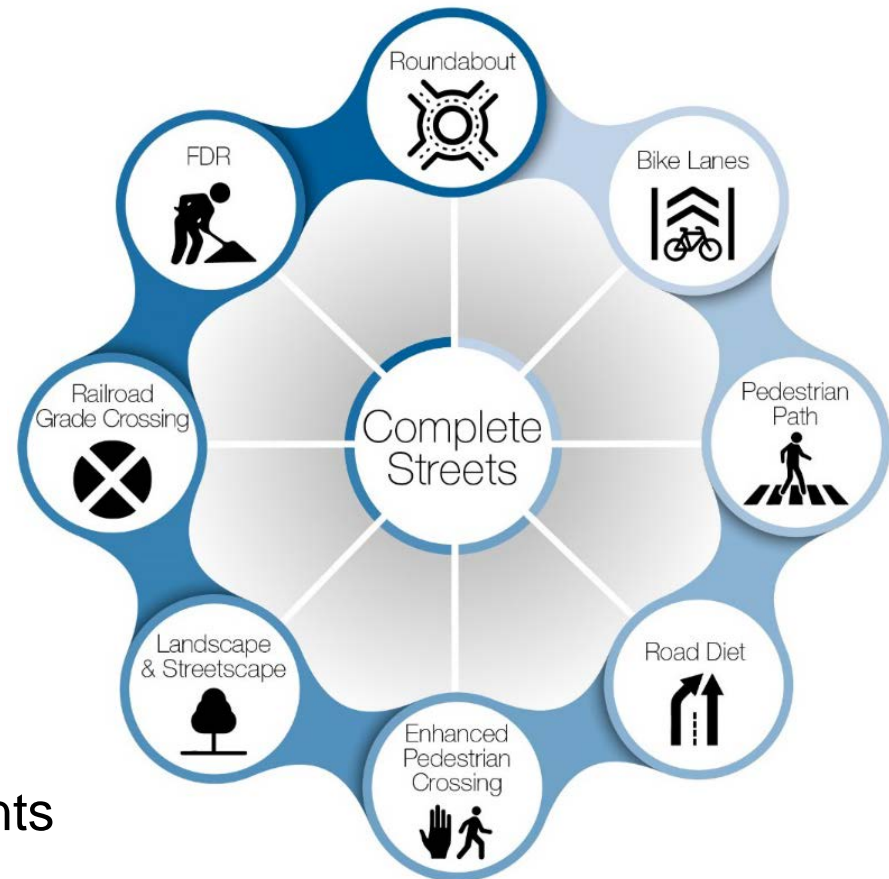




# Approach to Services

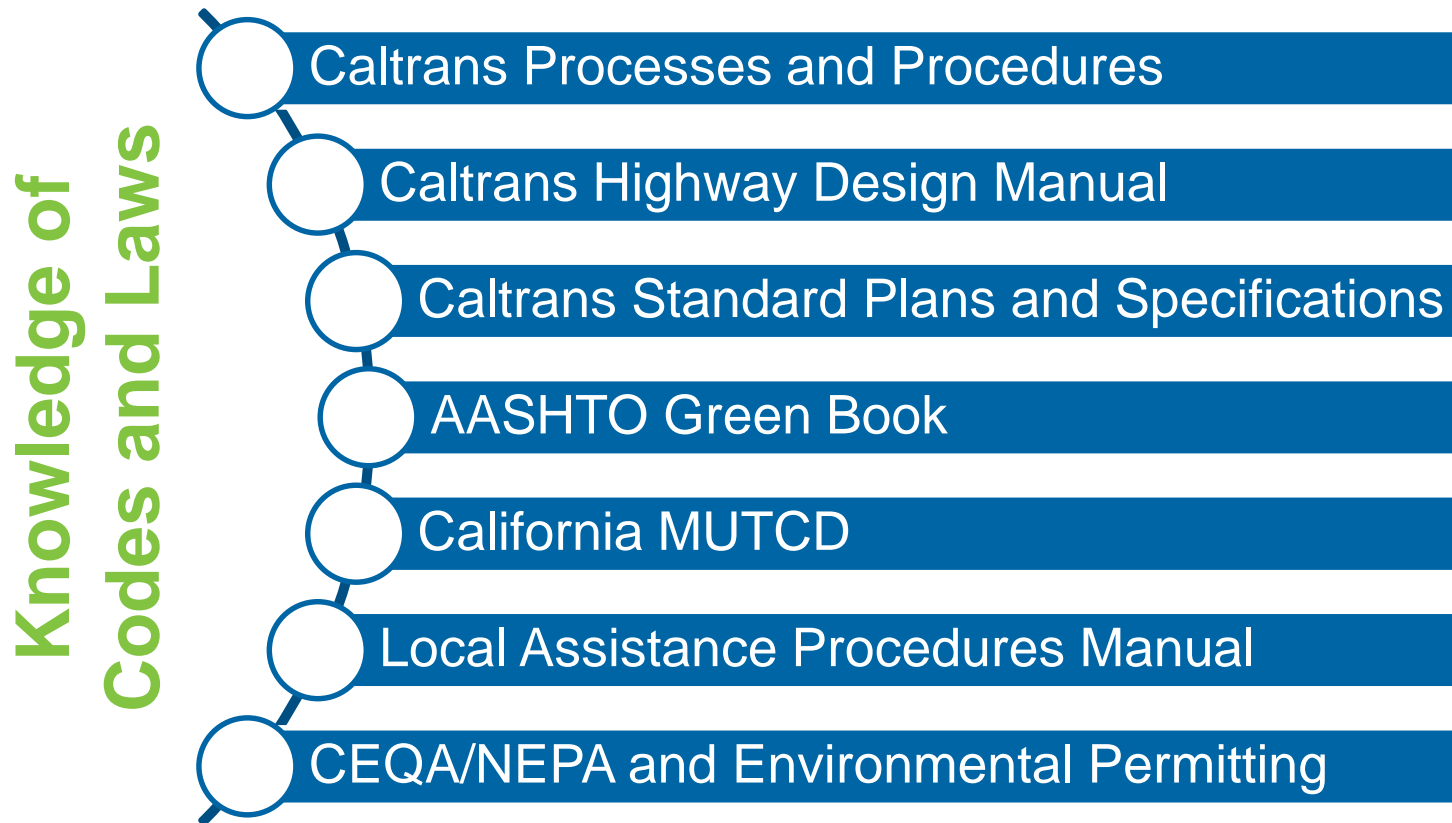
## Capital Improvement Program Development/Planning

- Transportation Systems
  - Roundabouts
  - Local street improvements
  - Sidewalk/ADA Compliance
  - Safe Route to Schools
  - Multimodal access
  - Developer impacts
  - Pavement rehabilitation
  - Rail crossings and stations
  - Interchange projects
  - Bridge replacements/realignments



# Approach to Services

## Capital Improvement Program Development/Planning



# Approach to Services

## Capital Improvement Program Update

- Prior to undertaking the update
  - Define the criteria for what kind of projects or equipment
  - Organize a process for developing the plan is crucial
  - Local government will be involved to forecast future demands and growth
  - Develop basic policies for implementation

***Once the CIP is ready, the City may want to hold a public hearing before the plan is adopted by the City Council***



# Approach to Services

## Traffic Engineering

- Signal & stop sign warrant analysis
- Traffic control plans
- Access management
- Complete streets/road diets
- Feasibility studies
- Multimodal operations analysis
- Parking and safety studies
- Simulation and modeling
- Traffic calming
- Traffic signal timing/coordination
- Traffic impact and speed studies
- Traffic operations analysis



# Approach to Services

## Wastewater Engineering

Experience with similar Wastewater Treatment Plants and Collection System issues to reliably serve the City's needs

GHD Similar WWTP and Collection System Projects	WWTP Flows < 0.5 MGD	Treatment to Title 22 Disinfected Tertiary Recycled Water	Storage ponds system	Central Valley Water Board	Toxicity Reduction Evaluations	Discharge to sensitive water body	Collection System I&I Reduction	DSOD Jurisdictional Dam	Antidegradation Analysis
2011 WWTP Methyl Mercury Study	*	*		*		*			
2010 Toxicity Reduction Evaluation (RE), SCC, Jamestown					*				
2012 WWTP Toxicity RE, DVI, Tracy	*	*		*	*				
2014 WWTP Toxicity RE, DVI, Tracy	*	*		*	*				
2016 WWTP Report of Waste Discharge, DVI, Tracy	*	*		*					*
2016 Wastewater Storage Pond & Pumping, CSP Solano, Vacaville			*	*					
2012 WWTP Report of Waste Discharge, SCC, Jamestown	*	*	*	*		*			
2013 Nitrate Investigation McCain Valley Firecamp, San Diego	*		*						
2015 Additional WW Storage Project, CCI, Tehachapi	*	*	*						
2016 WWTP Improvements, Mule Creek, Lone	*	*	*	*				*	*
2015 WWTP Improvements, USCG Tracen, Petaluma	*	*	*				*		
2017 Sewer System I&I Reduction Program, Napa San						*	*		
2016 Sewer System I&I Reduction Program, Rohnert Park							*		



**USCG Tracen WWTP**



**DVI WWTP Tracy**

# Approach to Services

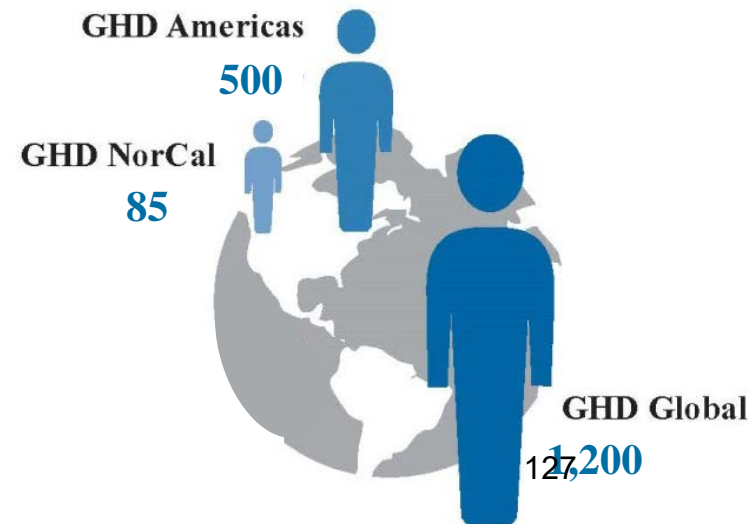
## Wastewater Engineering

Comprehensive services with the resources to respond quickly to the City's needs:

- Asset Management and System Optimization
- Biosolids & Residuals Treatment
- CEQA/NEPA and Environmental Permitting
- Collection System Rehabilitation
- Instrumentation, SCADA & Controls
- Integrated Water Management
- Lift Stations
- Modeling & Master Planning

- Nutrient Control
- Operations Consulting
- Pipeline Evaluation & Design
- Pump Stations & Storage Facilities
- Strategy Planning
- Treatment & Recycling

## Wastewater Design Resources



# Approach to Services

## Geotechnical

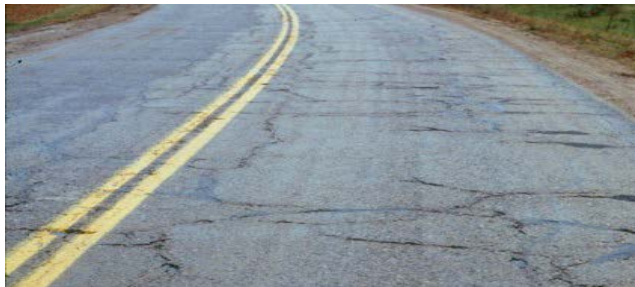
- Geotechnical and environmental engineering, materials testing, and special inspection services
- Current on Federal, Caltrans, and other regulatory agencies guidelines and procedures
- Driven engineers, geologists, scientists, and technicians
- Work seamlessly alongside the City staff on:
  - Roadway widenings/rehabilitations
  - Intersection improvements
  - Road bridges/grade separations
  - Interchanges/highways
- Emergency Response



# Approach to Services

## Pavement Rehabilitation

- Study 2018 Pavement Management Plan
- Collaborate with City Staff on priorities
- Pavement Investigations
- New Hot Mix Asphalt
- Preservation/sealing
- Rehabilitation
  - Overlay
  - Pavement fabrics, mats, and grid
  - Cold In-Place Recycling (10K ton rule)
  - Hot In-Place Recycling
- Coring/Boring
- Lab testing (R-value, index)
- Subgrade conditions/strength
- Falling Weight Deflectometer
- Reuse of existing materials
- Concrete
- Pavers
- Caltrans guidance: Highway Design Manual and MTAG
- Design-level report





# Grantmanship



# Grant Program Opportunities

## Federal and State Programs

### Federal Programs

- Emergency Relief Program
- Highway Bridge Program
- Highway Safety Improvement Program
- Intelligent Transportation Systems
- Other Federal Programs

### State Programs

- Active Transportation Program
- Bike Program
- Safe Route To School Programs
- State Transportation Improvement Program

# Recent Wastewater Grants

Over \$25 million in water/wastewater grant funding secured for Northern California Communities

Location	Type	Project name	Agency	Funding Source	Grant Funding
City of Fortuna	Wastewater	Wastewater Treatment Plant Flood Protection Mitigation Project	FEMA	Federal	\$888,845
Manila CSD	Wastewater	Wastewater Improvement Planning and Design	SWRCB	Prop 1	\$500,000
		Community Services District (CSD) Wastewater Infrastructure Improvement Project	SWRCB	Prop 1	\$355,000
McKinleyville CSD	Wastewater	Wastewater Management Facility Improvement Project	SWRCB	Federal	
		Wastewater Lift Station General Improvement Project	EMM	Federal	\$375,431
City of Rio Dell	Wastewater	Solids and Disinfection Management Project	SWRCB	ARRA	\$2,140,000
		Treatment and Disinfection Improvement Project	SWRCB	Federal	\$6,000,000
Occidental CSD	Water	Occidental Water Recycling Project	USDA		\$1,000,000
		Wastewater Improvement Project	USDA	Federal	\$4,691,000
City of Maxwell	Wastewater	Wastewater Improvement Project	CDBG	Federal	\$1,000,000
		Wastewater Improvement Project	SWRCB - Small Community WW Grant	Prop 50	\$2,000,000
Town of Yountville	Water	Town of Yountville Recycled Water Project	SWRCB	Federal	\$2,500,000
		Town of Yountville Recycled Water Project	SWRCB/USBR	Federal	\$150,000
City of American Canyon	Water	Recycled Water Program - Recycled Water Construction Grant	SWRCB	Prop 50	\$2,000,000
Hidden Valley Lake CSD	Energy	Water Recycling Project	USDA	Federal	\$2,000,000

**\$25 Million**

# Recent Transportation Grants

Secured by Roseville Office Staff

Agency	Population	Grant	Funding
City of Benicia	28,000	SI	\$300,000
City of Rocklin	60,000	CMAQ	\$3,500,000
City of Farmersville	11,000	CMAQ/HSIP	\$4,500,000
City of La Quinta	4,000	ATP	\$7,500,000
City of Plymouth	1,000	ATP	\$1,100,000
City of Plymouth	1,000	HSIP	\$1,000,000
City of Colusa	11,000	HSIP	\$500,000
City of Arroyo Grande	18,000	Other	\$200,000

**\$18 Million**

# Why Choose

## ❖ Experience

- ❖ City Engineer, Larry Wing PE

- ❖ Placer County Agencies

## ❖ Resources **We Want this**

- ❖ Local Offices

## **Assignment**

- ❖ Time Proven Approach

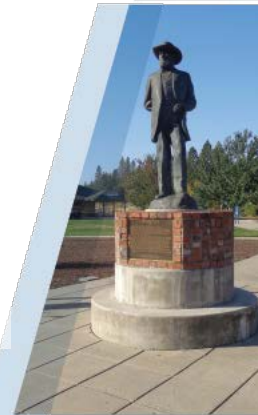
- ❖ Task Order Process

## ❖ Responsive

- ❖ Same Day

## ❖ Excellence in Service

- ❖ Check our References





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