

# City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

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

## REGULAR MEETING AGENDA

August 12, 2020

Regular Session: 6:00PM

### The open session will be performed via TELECONFERENCE

Join via ZOOM on a computer or mobile device by visiting

<https://us02web.zoom.us/j/88000089975>

Dial in by calling one of the numbers listed below and enter the Webinar ID: 880 0008 9975

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

1 **CLOSED SESSION** (NO CLOSED SESSION)

2 **OPEN SESSION**

2A. Call Open Session to Order

2B. Pledge of Allegiance

2C. Roll Call

2D. Approval of Agenda Order

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

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

3 **AGENCY REPORTS**

3A. Placer County Sheriff

4 **PRESENTATION** (NO PRESENTATION)

5 **PUBLIC HEARING** (NO PUBLIC HEARING)

**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.*



## 6 CONSENT CALENDAR

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

### **Recommended Action: Approve Consent Calendar**

- 6A. **Minutes – Regular Meeting of July 8, 2020** (Pages 4-7)  
**Recommendation:** Approve the Minutes of the Regular Meeting of July 8, 2020
- 6B. **Minutes – Special Meeting of July 16, 2020** (Page 8)  
**Recommendation:** Approve the Minutes of the Regular Meeting of July 16, 2020
- 6C. **Cash Summary – June 2020** (Pages 9-20)  
**Recommendation:** Accept and File.
- 6D. **2020 Local Agency Biennial Notice** (Pages 21-27)  
**Recommendation:** Accept and file the City of Colfax 2020 Local Agency Biennial Notice
- 6E. **Bureau Veritas Contract Extension for Building Inspection Services** (Pages 28-45)  
**Recommendation:** Adopt Resolution \_\_-2020 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, 2021.
- 6F. **Human Resource Services Consultant Agreement – Koff and Associates** (Pages 46-66)  
**Recommendation:** Adopt Resolution \_\_-2020 authorizing the City Manager to execute a contract with Koff and Associates for on-call Human Resource Services for \$15,000 per year for a two-year term in an amount not to exceed \$30,000.
- 6G. **Contract Award for Kneeland Street Pavement Rehabilitation Project – Simpson & Simpson Inc. and Budget Amendment** (Pages 67-79)  
**Recommendation:** Adopt Resolution \_\_-2020 authorizing the City Manager to:
1. Award a construction contract to Simpson & Simpson, Inc. in the amount of \$162,618.00 and authorize the City Manager to execute 15% change order in a total amount not to exceed \$187,010.70 for the Kneeland Street Pavement Rehabilitation Project.
  2. Approve a General Fund Transfer to the Road Maintenance Fund in the amount of \$20,000.
- 6H. **Construction Management and Inspection Services for Kneeland Street Pavement Rehabilitation Project – Unico Engineering** (Pages 80-93)  
**Recommendation:** Adopt Resolution \_\_-2020 authorizing the City Manager to enter into a consultant services agreement with Unico Engineering for construction management and inspection services on the Kneeland Street Pavement Rehabilitation Projection in an amount not to exceed \$21,400.
- 6I. **Consultant Services Agreement with GHD Inc. for Geotechnical Engineering Observation and Construction Testing Services for the Pond 3 Fissure Repair** (Pages 94-108)  
**Recommendation:** Adopt Resolution \_\_-2020 authorizing the City Manager to execute a Consultant Services Agreement with GHD Inc. for Geotechnical Engineering Observation and Construction Testing Services for the Pond 3 Fissure Repair for a not to exceed amount of \$28,500.



6J. **Contract Award with Simpson & Simpson, Inc. for the McLaughlin Storm Drain Easement Improvements** (Pages 109-121)

**Recommendation:** Adopt Resolution \_\_-2020 authorizing the City Manager to award a construction contract to Simpson & Simpson, Inc. in the amount of \$23,786.00 and authorize the City Manager to execute 20% change order in a total amount not to exceed \$28,543.20 for the Construction of approximately Twenty (20) Lineal Feet of Storm Drain Pipe on John McLaughlin Property and approximately Thirty (30) Lineal Feet of Keystone Block Retaining Wall in the right-of-way of Depot Street.

6K. **Culver Street Pavement Rehabilitation Project – Phase 2 – Notice of Completion** (Pages 122-125)

**Recommendation:** Adopt Resolution \_\_-2020 accepting the Culver Street Pavement Rehabilitation Project – Phase 2 as complete and authorizing the recording of the notice of completion.

7 **PUBLIC COMMENT**

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

8 **COUNCIL AND STAFF**

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

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

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

9 **COUNCIL BUSINESS**

9A. **CDBG Grant Administration and Labor Compliance Professional Service Agreement – Adams Ashby Group Inc.** (Pages 126-151)

**Staff Presentation:** Wes Heathcock, City Manager

**Recommendation:** Discuss and consider adopting Resolution \_\_-2020 authorizing the City Manager to execute a Professional Services Agreement with Adams Ashby Group Inc. providing Grant Writing, Administration and Implementation services for State and Federal Grant Programs in an amount not to exceed \$500,000 for a 5-year term.

10 **GOOD OF THE ORDER**

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

11 **ADJOURNMENT**

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I, Jaclyn Collier, 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).

  
Jaclyn Collier, City Clerk

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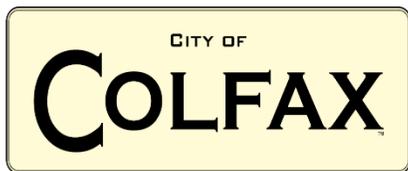
Administrative Remedies must be exhausted prior to action being initiated in a court of law. If you challenge City Council action in court, you may be limited to raising only those issues you or someone else raised at a public hearing described in this notice/agenda, or in written correspondence delivered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



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 12, 2020**

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# City Council Minutes

Regular Meeting of Wednesday, July 8, 2020

City Hall Council Chambers

33 S. Main Street, Colfax CA

## 1 CLOSED SESSION

- 1A. Call Closed Session to Order
- 1B. Roll Call
- 1C. Public Comment on Closed Session Items
- 1D. Closed Session
  - a) Conference with legal counsel – existing litigation pursuant to Government Code Section 54956.9 (d) (1): Central Valley Regional Water Quality Control Board Administrative Civil Liability R5-2020-0507

### Closed Session Report

City Attorney Cabral confirmed Closed Session discussion was regarding civil liability issued by the California Regional Control Board. He reported Council authorized the City Manager to sign a settlement with the Regional Board for the total value of \$49,845 of which \$34,891.50 will be for a compliance project and the actual fine paid to the Regional Board will be \$14,953.50. City Attorney Cabral confirmed this was done by unanimous action of the Council.

## 2 OPEN SESSION

- 2A. **Call Open Session to Order**  
Mayor Mendoza called the open session to order at 6:14PM
- 2B. **Pledge of Allegiance**  
Mayor Mendoza led the Pledge of Allegiance
- 2C. **Roll Call**  
Present: Mendoza, Lomen, Burruss, Douglass, Fatula  
Absent:
- 2D. **Approval of Agenda Order**

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

MOTION made by Councilmember Burruss and seconded Councilmember Lomen and approved by the following roll call vote:

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

**NOES:**

**ABSTAIN:**

**ABSENT:**

## 3 AGENCY REPORTS

- 3A. **Placer County Sheriff** – Ty Conners provided an update.

## 4 PRESENTATION (NO PRESENTATION)

## 5 PUBLIC HEARING (NO PUBLIC HEARING)

**6 CONSENT CALENDAR****6A. Minutes – Special Budget Workshop Meeting of May 20, 2020****Recommendation:** Approve the Minutes of the Special Budget Workshop Meeting of May 20, 2020**6B. Minutes – Regular Meeting of June 10, 2020****Recommendation:** Approve the Minutes of the Regular Meeting of June 10, 2020**6C. Minutes – Regular Meeting of June 24, 2020****Recommendation:** Approve the Minutes of the Regular Meeting of June 24, 2020**6D. Minutes – Special Closed Session Meeting of June 25, 2020****Recommendation:** Approve the Minutes of the Special Closed Session Meeting of June 25, 2020**6E. Minutes – Special Closed Session Meeting of July 1, 2020****Recommendation:** Approve the Minutes of the Special Closed Session Meeting of June 25, 2020**6F. Quarterly Sales Tax Analysis****Recommendation:** Accept and File.**6G. Professional Auditing Services****Recommendation:** Adopt Resolution 38-2020 authorizing the City Manager to execute an agreement with Richardson & Company, LLP to provide annual audit services for the fiscal year ending June 30, 2020 with the option to extend the contract for each of two (2) subsequent year in an anticipated amount of \$77,890.**6H. Contract Award for Replacement of Two (2) Sanitary Sewer Manholes on Kneeland Street – Simpson & Simpson Inc.****Recommendation:** Adopt Resolution 39-2020 authorizing the City Manager to execute a construction contract to Simpson & Simpson, Inc. in the amount of \$21,658.00 and authorize the City Manager to execute 20% change order authority in a total amount not to exceed \$25,990 for Replacement of Two (2) Sanitary Manholes on Kneeland Street.**6I. Placer County Sheriff's Substation – Handicap Parking Space Design Acceptance****Recommendation:** Adopt Resolution 40-2020 accepting the project design and authorizing the City Manager to solicit informal bids for the construction of the Handicap Parking Space on Culver Street in front of the Placer County Sheriff's Substation.**6J. Second Reading of Commercial Cannabis Ordinances****Recommended Action:** By motion, waive the second reading and adopt Ordinance No. 542 Amending Colfax Municipal Code Chapter 5.32 (Commercial Cannabis Activity) and Title 17 (Zoning – Commercial Cannabis Activities).

Councilmember Fatula requested to pull Item 6J from the Consent Calendar

Councilmember Douglass requested to pull Item 6H from the Consent Calendar

MOTION made by Councilmember Burruss and seconded by Mayor Pro Tem Lomen to pull items 6J and 6H from the Consent Calendar and approve the remaining items and approved by the following roll call vote:

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

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ITEM 6H:**

Councilmember Douglass requested clarification and explanation on the dollar figure for the manhole replacement contract award.

City Manager Heathcock provided clarification on what was included in the cost and that bids were solicited.

Councilmember Douglass confirmed his questions had been answered.

**ITEM 6J:**

Councilmember Fatula directed an inquiry to City Attorney Cabral about the license description of businesses.

City Attorney Cabral provided information.

Councilmember Fatula asked Council if they were clear on the verbiage. Council acknowledged they understood.

Mayor Mendoza stated she received a question from the community regarding cultivation.

Kyle Tankard provided clarification on the cultivation requirements and answered Mayor Mendoza's question.

Councilmember Fatula requested Mayor Mendoza poll him last on the vote for Item 6J.

MOTION made by Councilmember Burruss and seconded by Councilmember Douglass to approve Item 6H and approved by the following roll call vote:

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

**NOES:**

**ABSTAIN:**

**ABSENT:**

MOTION made by Councilmember Burruss and seconded by Councilmember Douglass to approve Item 6J and approved by the following roll call vote:

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

**NOES:**

**ABSTAIN:**

**ABSENT:**

**7 PUBLIC COMMENT** (NONE)

**8 COUNCIL AND STAFF REPORTS**

**9 COUNCIL BUSINESS** (NO COUNCIL BUSINESS)

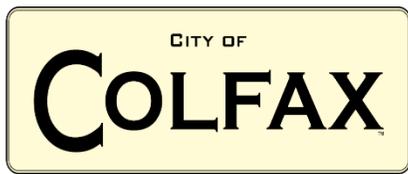
**10 GOOD OF THE ORDER**

**11 ADJOURNMENT**

As there was no further business on the agenda, Mayor Mendoza adjourned the meeting, without objection at 7:11PM.

Respectfully submitted to City Council this 12<sup>th</sup> day of August, 2020.

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Jaclyn Collier, City Clerk



# City Council Minutes

Special Meeting of Thursday, July 16, 2020

City Hall Council Chambers

33 S. Main Street, Colfax CA

## 1 OPEN SESSION

### 1A. Call Open Session to Order

Mayor Pro Tem Lomen called the open session to order at 10:02AM.

### 1B. Pledge of Allegiance

City Manager Heathcock led the Pledge of Allegiance.

### 1C. Roll Call

Present: Mendoza, Lomen, Burruss, Douglass, Fatula

Absent:

## 2 PUBLIC COMMENT

### 2A. Open Public Comment

Mayor Pro Tem Lomen opened public comment.

No public comments received.

Public comment was closed.

## 3 COUNCIL BUSINESS

### 3A. PG&E Microgrid Station Sublet Agreement and Union Pacific Railroad Consent to Sublease

**Staff Presentation:** Wes Heathcock, City Manager

**Action:** Discuss and consider adopting Resolution 41-2020 authorizing the City Manager to enter into a PG&E Microgrid Station sublet agreement and the Union Pacific Railroad Consent to Sublease for 7 North Main Street.

MOTION made by Mayor Mendoza, seconded by Councilmember Burruss and approved by the following roll call vote:

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

**NOES:**

**ABSTAIN:**

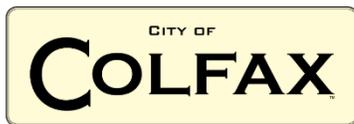
**ABSENT:**

## 4 ADJOURNMENT

As there was no further business on the agenda, Mayor Pro Tem Lomen adjourned the meeting, without objection at 10:16AM.

Respectfully submitted to City Council this 12<sup>th</sup> day of August, 2020.

  
 \_\_\_\_\_  
 Jaclyn Collier, City Clerk



# Staff Report to City Council

## FOR THE AUGUST 12, 2020 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Laurie Van Groningen, Finance Director  
**Subject:** Cash Summary – June 2020

*Budget Impact Overview:*

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

### Summary/Background

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

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

The attached reports reflect an overview of the financial transactions of the City of Colfax in June 2020. Some monthly highlights are listed below:

- Received allocation for Sales Tax revenues reported/paid to the State for the month of April 2020.
- Started receiving business license renewal payments for the fiscal year beginning July 2020.
- Negative cash fund balances are due to timing of funding allocations and reimbursements:
  - Fund 358 – CDBG Road Rehabilitation. This is a reimbursable grant – final funding of grant anticipated in September, but may be delayed to early 2021.
  - Fund 367 – SB2 Planning Grant – this is a reimbursable grant.
  - Fund 385 – Roundabout – Final construction payment was processed in May. The Project Notice of Completion has been filed and final reimbursement requests have been submitted to Department of Transportation.
  - Fund 573 – WWTP Planning Grant. This is a reimbursable grant with the State Water Board.
- June expenditures included:
  - Quarterly payment for Sheriff services in the amount of \$184K.
  - Transfer of \$500,000 to Road Maintenance fund per approved budget. Road maintenance funds are recorded to Fund 258 and are transferred to projects as expenses are incurred. Current projects are Culver Street Phase II and Kneeland Street Improvements.

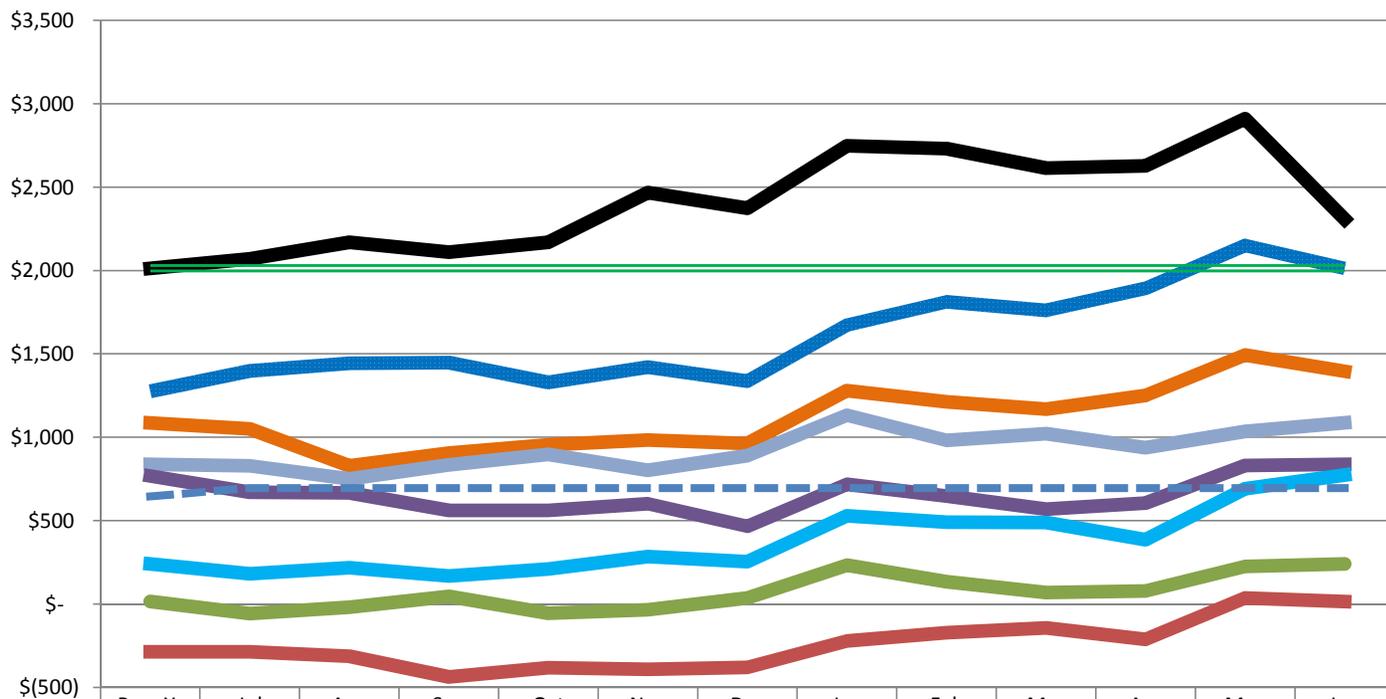
### Attachments:

1. General Fund Reserved Cash Analysis Graphs
  - a. Cash Analysis – Balance
  - b. Expenses by Month
  - c. Revenues by Month
2. Cash Activity Reports

- a. Cash Summary
- b. Cash Transactions Report – by individual fund
- c. Check Register Report - Accounts Payable
- d. Daily Cash Summary Report (Cash Receipts)

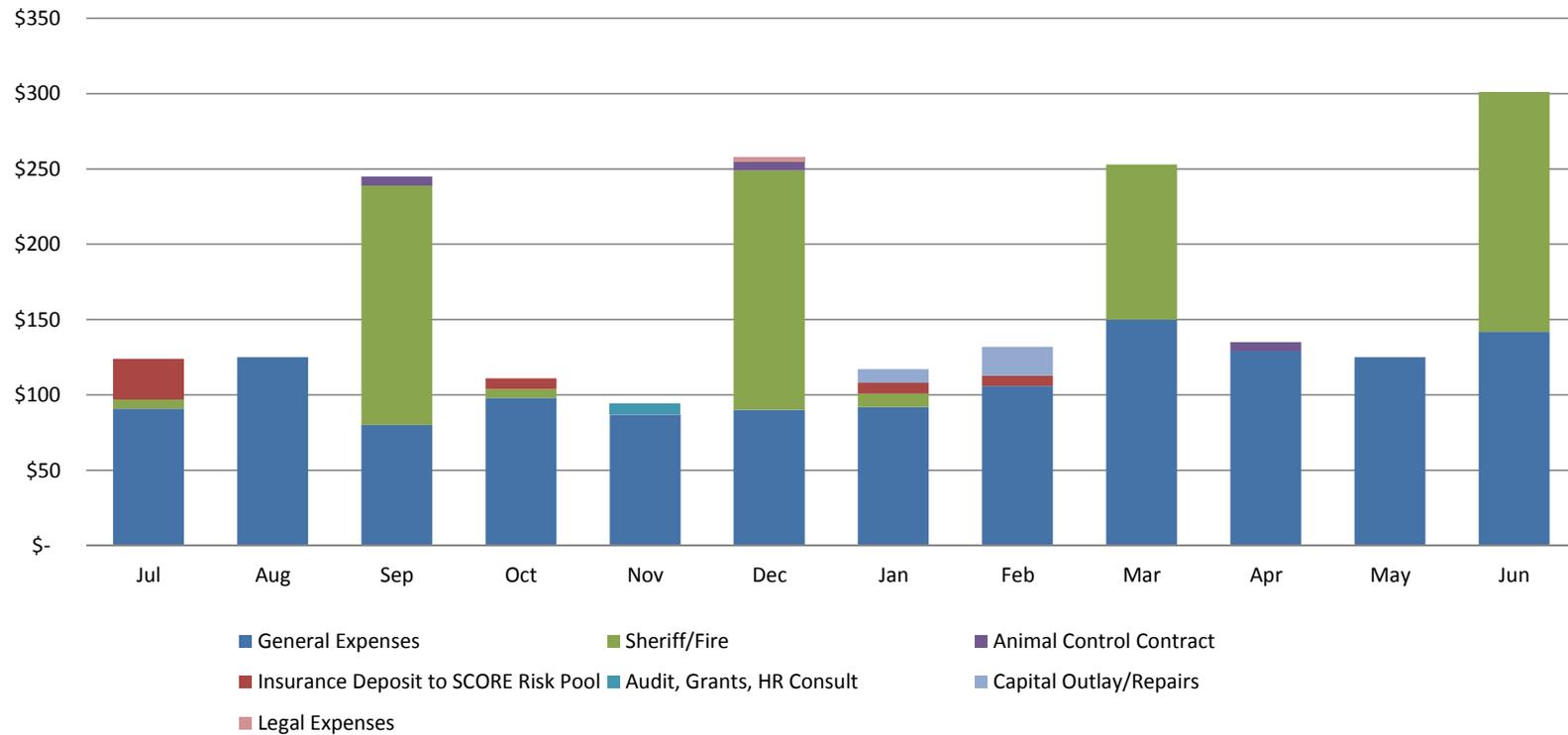
### City of Colfax - June 2020 General Fund Reserved Cash Analysis (Dollars in Thousands)

Fiscal Year 2019-20 >>

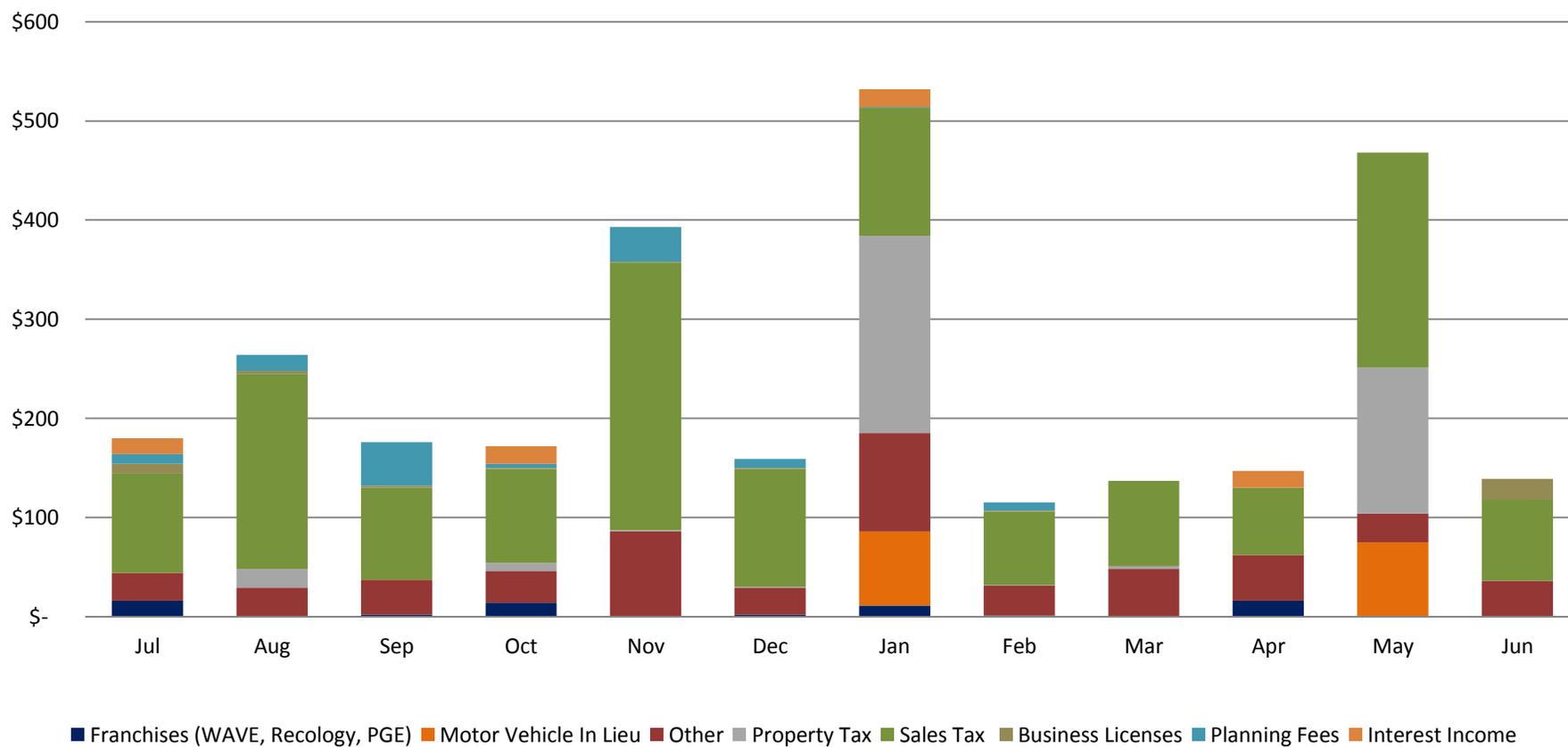


	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
— Cash Balance FY2019-20	\$2,013	\$2,069	\$2,169	\$2,110	\$2,170	\$2,467	\$2,373	\$2,747	\$2,730	\$2,615	\$2,627	\$2,910	\$2,308
— Cash Balance FY2018-19	\$1,275	\$1,398	\$1,444	\$1,447	\$1,329	\$1,420	\$1,336	\$1,672	\$1,812	\$1,760	\$1,893	\$2,151	\$2,013
— Cash Balance FY2017-18	\$1,086	\$1,050	\$828	\$905	\$954	\$983	\$962	\$1,280	\$1,212	\$1,168	\$1,250	\$1,493	\$1,396
— Cash Balance FY2016-17	\$838	\$829	\$750	\$835	\$897	\$802	\$889	\$1,133	\$981	\$1,022	\$938	\$1,034	\$1,086
— Cash Balance FY2015-16	\$768	\$670	\$666	\$562	\$561	\$601	\$466	\$717	\$647	\$569	\$605	\$831	\$838
— Cash Balance FY2014-15	\$240	\$181	\$217	\$167	\$209	\$284	\$253	\$528	\$491	\$489	\$385	\$691	\$773
— Cash Balance FY2013-14	\$15	\$(57)	\$(20)	\$45	\$(55)	\$(34)	\$36	\$233	\$134	\$69	\$79	\$225	\$240
— Cash Balance FY2012-13	\$(287)	\$(286)	\$(314)	\$(438)	\$(383)	\$(391)	\$(380)	\$(221)	\$(173)	\$(144)	\$(212)	\$37	\$15
— *Reserves (Ops, Cap, Pen)	\$645	\$695	\$695	\$695	\$695	\$695	\$695	\$695	\$695	\$695	\$695	\$695	\$695
— Budget FY2019-20	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013

**City of Colfax - June 2020**  
**General Fund Reserved Cash - Expenses by Month**  
 (Dollars in Thousands)



### City of Colfax - June 2020 General Fund Reserved Cash - Revenues by Month (Dollars in Thousands)



**City of Colfax  
Cash Summary  
June 30, 2020**

	Balance 05/31/2020	Revenues In	Expenses Out	Transfers	Balance 06/30/2020
US Bank	\$ 692,215.77	\$ 390,000.39	\$ (590,812.41)	\$ -	\$ 491,403.75
LAIF	\$ 7,114,715.45	\$ -		\$ -	\$ 7,114,715.45
Total Cash - General Ledger	<u>\$ 7,806,931.22</u>	<u>\$ 390,000.39</u>	<u>\$ (590,812.41)</u>	<u>\$ -</u>	<u>\$ 7,606,119.20</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 7,807,231.22</u>	<u>\$ 390,000.39</u>	<u>\$ (590,812.41)</u>	<u>\$ -</u>	<u>\$ 7,606,419.20</u>

**Change in Cash Account Balance - Total** \$ (200,812.02)

Attached Reports:

- 1. Cash Transactions Report (By Individual Fund)
  - 2. Check Register Report (Accounts Payable) \$ (507,848.68)
  - 3. Cash Receipts - Daily Cash Summary Report \$ 208,702.17
    - Payroll Checks and Tax Deposits \$ (72,811.15)
    - Utility Billings - Receipts \$ 171,145.64
    - Void Check - reissued \$ -
    - LAIF - Quarterly Interest/Adj \$ -
- \$ (200,812.02) \$ -

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

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

**City of Colfax**  
**Cash Transactions Report - June 2020**

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
<b>Fund Type: 1.11 - General Fund - Unassigned</b>				
Fund: 100 - General Fund	\$ 2,909,928.88	\$ 138,312.34	\$ (786,466.83)	\$ 2,261,774.39
Fund: 120 - Land Development Fees	\$ 92,440.11	\$ 253.45	\$ (14,470.00)	\$ 78,223.56
Fund: 570 - Garbage Fund	\$ (31,584.32)	\$ -	\$ -	\$ (31,584.32)
<b>Fund Type: 1.11 - General Fund - Unassigned</b>	<b>\$ 2,970,784.67</b>	<b>\$ 138,565.79</b>	<b>\$ (800,936.83)</b>	<b>\$ 2,308,413.63</b>
<b>Fund Type: 1.14 - General Fund - Restricted</b>				
Fund: 200 - Cannabis Application	\$ 8,407.03	\$ -	\$ -	\$ 8,407.03
Fund: 205 - Escrow Funds	\$ 101,633.83	\$ 0.83	\$ -	\$ 101,634.66
Fund: 571 - AB939 Landfill Diversion	\$ 26,917.26	\$ -	\$ (1,200.00)	\$ 25,717.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 785,805.51	\$ -	\$ (3,362.93)	\$ 782,442.58
<b>Fund Type: 1.14 - General Fund - Restricted</b>	<b>\$ 922,763.63</b>	<b>\$ 0.83</b>	<b>\$ (4,562.93)</b>	<b>\$ 918,201.53</b>
<b>Fund Type: 1.24 - Special Rev Funds - Restricted</b>				
Fund: 210 - Mitigation Fees - Roads	\$ 406,889.10	\$ -	\$ (191,096.86)	\$ 215,792.24
Fund: 211 - Mitigation Fees - Drainage	\$ 4,350.90	\$ -	\$ -	\$ 4,350.90
Fund: 212 - Mitigation Fees - Trails	\$ 64,342.87	\$ -	\$ -	\$ 64,342.87
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 107,450.21	\$ -	\$ -	\$ 107,450.21
Fund: 214 - Mitigation Fees - City Bldgs	\$ 44,404.53	\$ -	\$ -	\$ 44,404.53
Fund: 215 - Mitigation Fees - Vehicles	\$ 9,370.98	\$ -	\$ -	\$ 9,370.98
Fund: 217 - Mitigation Fees - DT Parking	\$ 31,055.72	\$ -	\$ -	\$ 31,055.72
Fund: 218 - Support Law Enforcement	\$ 25,000.00	\$ -	\$ (25,000.00)	\$ -
Fund: 244 - CDBG Program Inc - ME Lending	\$ 2,131.61	\$ 500.00	\$ -	\$ 2,631.61
Fund: 250 - Streets - Roads/Transportation	\$ (91,850.85)	\$ 69,413.00	\$ (15,729.47)	\$ (38,167.32)
Fund: 253 - Gas Taxes/SB1 Road Maint	\$ 98,642.22	\$ 8,309.11	\$ (68,236.20)	\$ 38,715.13
Fund: 258 - Road Maintenance - SB1/RSTBG	\$ 87,179.00	\$ 567,015.22	\$ (140,011.21)	\$ 514,183.01
Fund: 270 - Beverage Container Recycling	\$ 18,908.86	\$ -	\$ -	\$ 18,908.86
Fund: 280 - Oil Recycling	\$ 3,728.36	\$ -	\$ -	\$ 3,728.36
Fund: 292 - Fire Department Capital Funds	\$ 89,945.35	\$ -	\$ -	\$ 89,945.35
Fund: 342 - Fire Construction - Mitigation	\$ 41,260.93	\$ -	\$ -	\$ 41,260.93
Fund: 343 - Recreation Construction	\$ 41,261.46	\$ -	\$ -	\$ 41,261.46
<b>Fund Type: 1.24 - Special Rev Funds - Restricted</b>	<b>\$ 984,071.25</b>	<b>\$ 645,237.33</b>	<b>\$ (440,073.74)</b>	<b>\$ 1,189,234.84</b>
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>				
Fund: 357 - Culver Street Phase II	\$ (28,820.39)	\$ 31,004.77	\$ (2,184.38)	\$ -
Fund: 365 - Kneeland Street Imprpv	\$ (11,816.69)	\$ 109,006.44	\$ (97,189.75)	\$ -
Fund: 367 - SB2 - Planning Grant	\$ (9,363.00)	\$ -	\$ (864.00)	\$ (10,227.00)
Fund: 373 - S Auburn/Whitcomb Imp	\$ (6,012.27)	\$ 6,012.27	\$ -	\$ -
Fund: 358 - CDBG Pavement - Culver	\$ (3,642.46)	\$ -	\$ (12,098.00)	\$ (15,740.46)
Fund: 385 - Roundabout	\$ (307,847.22)	\$ 191,096.86	\$ (10,000.00)	\$ (126,750.36)
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>	<b>\$ (367,502.03)</b>	<b>\$ 337,120.34</b>	<b>\$ (122,336.13)</b>	<b>\$ (152,717.82)</b>
<b>Fund Type: 2.11 - Enterprise Funds</b>				
Fund: 560 - Sewer	\$ 1,338,195.73	\$ 108,530.65	\$ (69,591.61)	\$ 1,377,134.77
Fund: 561 - Sewer Liftstations	\$ 315,675.58	\$ 17,391.78	\$ (13,249.38)	\$ 319,817.98
Fund: 563 - Wastewater Treatment Plant	\$ 627,075.15	\$ 46,981.55	\$ (4.93)	\$ 674,051.77
Fund: 564 - Sewer Connections	\$ 282,031.40	\$ -	\$ -	\$ 282,031.40
Fund: 567 - Inflow & Infiltration	\$ 531,230.52	\$ -	\$ -	\$ 531,230.52
Fund: 573 - WWTP Planning Grant	\$ (100,086.96)	\$ -	\$ (44,192.42)	\$ (144,279.38)
Fund: 574 - OES PSPS Grant	\$ 300,000.00	\$ -	\$ -	\$ 300,000.00
<b>Fund Type: 2.11 - Enterprise Funds - Unassign</b>	<b>\$ 3,294,121.42</b>	<b>\$ 172,903.98</b>	<b>\$ (127,038.34)</b>	<b>\$ 3,339,987.06</b>
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>				
Fund: 998 - PAYROLL CLEARING FUND	\$ 2,692.28	\$ 307.68	\$ -	\$ 2,999.96
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>	<b>\$ 2,692.28</b>	<b>\$ 307.68</b>	<b>\$ -</b>	<b>\$ 2,999.96</b>
<b>Grand Totals:</b>	<b>\$ 7,806,931.22</b>	<b>\$ 1,294,135.95</b>	<b>\$ (1,494,947.97)</b>	<b>\$ 7,606,119.20</b>

## Check Register Report

AP Checks June 2020

Date: 07/13/2020

Time: 10:33 am

CITY OF COLFAX

BANK: US BANK

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Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>								
55849	06/05/2020	Reconciled		06/30/2020	03141	CALPERS	HEALTH PREMIUMS JUNE 2020	6,252.05
55850	06/04/2020	Reconciled		06/30/2020	01460	AMERIPRIDE UNIFORM SERVICE	UNIFORM SVCS	391.05
55851	06/04/2020	Reconciled		06/30/2020	3158	CARROT-TOP INDUSTRIES, INC.	CITY FLAGS	108.29
55852	06/04/2020	Reconciled		06/30/2020	7560	GRAHAM, ADRIENNE	WWTP IMP ENVIRONMENTAL RVW	32,113.02
55853	06/04/2020	Reconciled		06/30/2020	07575	GRANITE CONSTRUCTION	ROUNDOABOUT FINAL PAY	10,000.00
55854	06/04/2020	Reconciled		06/30/2020	08050	HACH COMPANY	WWTP LAB SUPPLIES	454.76
55855	06/04/2020	Reconciled		06/30/2020	08170	HILLS FLAT LUMBER CO	STMT 5/25/20	161.91
55856	06/04/2020	Reconciled		06/30/2020	08501	HOME DEPOT CREDIT SERVICES	STMT 5/21/20	227.92
55857	06/04/2020	Reconciled		06/30/2020	08660	HUNT AND SONS, INC.	PW/WWTP FUEL	378.52
55858	06/04/2020	Reconciled		06/30/2020	12209	LIEBERT CASSIDY WHITMORE	CONSORTIUM MEMBERSHIP	2,025.00
55859	06/04/2020	Reconciled		06/30/2020	13270	MILLENIUUM PLANNING &	OSBORN CEQA	9,990.00
55860	06/04/2020	Reconciled		06/30/2020	16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS MAY 2020	7,472.98
55861	06/04/2020	Reconciled		06/30/2020	16200	PLACER COUNTY SHERIFF DEPT.	Q4 FY 19/20 SHERIFF CONTRACT	184,082.00
55862	06/04/2020	Reconciled		06/30/2020	18295	RETAIL STRATEGIES	ECONOMIC DEVELOPMENT SVCS	5,000.00
55863	06/04/2020	Reconciled		06/30/2020	18400	RIEBES AUTO PARTS	STMT 5/31/20	199.28
55864	06/04/2020	Reconciled		06/30/2020	19193	SECURE RECORD MANAGEMENT	SHREDDING SVCS Q2 2020	45.00
55865	06/04/2020	Reconciled		06/30/2020	19591	STANLEY CONVERGENT SECURITY	DEPOT SECURITY 7/1-9/30/20	157.86
55866	06/04/2020	Reconciled		06/30/2020	19743	WILL STOCKWIN	JUNE 2020 COLFAX CONN EDITING	300.00
55867	06/04/2020	Reconciled		06/30/2020	21560	US BANK CORPORATE PMT SYSTEM	STMT 5/22/20	1,342.20
55868	06/04/2020	Reconciled		06/30/2020	22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS MAY 2020	4,200.00
55869	06/04/2020	Reconciled		06/30/2020	22134	VISION QUEST	TECH SUPPORT SVC JULY 2020	1,592.00
55870	06/04/2020	Reconciled		06/30/2020	23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	18.39
55871	06/04/2020	Reconciled		06/30/2020	18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	91.86
55872	06/11/2020	Reconciled		06/30/2020	1161	49R WATER SERVICES	WWTP MAY 2020 TESTING	2,054.00
55873	06/11/2020	Reconciled		06/30/2020	01270	ADAMS ASHBY GROUP, INC.	CDBG ROAD REHAB	6,600.00
55874	06/11/2020	Reconciled		06/30/2020	01414	ALHAMBRA & SIERRA SPRINGS	CITY HALL/WWTP WATER	98.61
55875	06/11/2020	Printed			01424	ALL PRO BACKFLOW	BACKFLO TESTING	714.45
55876	06/11/2020	Reconciled		06/30/2020	01448	AMERIGAS - COLFAX	SHERIFF DEPT PROPANE	16.54
55877	06/11/2020	Reconciled		06/30/2020	01448	AMERIGAS - COLFAX	FIRE DEPT PROPANE	13.67
55878	06/11/2020	Reconciled		06/30/2020	01448	AMERIGAS - COLFAX	CITY HALL PROPANE	87.45
55879	06/11/2020	Printed			2084	BATCHELDER GROUP	LABOR NEGOTIATOR MAY 2020	2,400.00
55880	06/11/2020	Reconciled		06/30/2020	02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS MAY 2020	5,482.50
55881	06/11/2020	Reconciled		06/30/2020	03401	CHOICE BUILDER	JULY 2020 PREMIUMS	700.15
55882	06/11/2020	Reconciled		06/30/2020	4590	DWS PAINTING, INC.	CITY HALL/DEPOT PAINTING	12,800.00
55883	06/11/2020	Reconciled		06/30/2020	05220	ENVIRONMENTAL LEVERAGE INC	LIFT STATION CLEANING SUPPLIES	406.91
55884	06/11/2020	Reconciled		06/30/2020	14859	GHD INC.	ENG SVCS MAY 2020	20,283.50
55885	06/11/2020	Reconciled		06/30/2020	07570	GRAINGER	WWTP SUPPLIES	72.31
55886	06/11/2020	Reconciled		06/30/2020	10510	JOSEPH SCHWIND	LAWN EQUIPMENT REPAIR	100.00
55887	06/11/2020	Reconciled		06/30/2020	11105	KOFF & ASSOCIATES	HR SVCS MAY 2020	422.50
55888	06/11/2020	Reconciled		06/30/2020	16035	PG&E	ELECTRICITY	17,742.72
55889	06/11/2020	Reconciled		06/30/2020	16040A	PITNEY BOWES	Q4 FY 19/20 POSTAGE MACH LEASE	167.84
55890	06/11/2020	Reconciled		06/30/2020	16040	PURCHASE POWER	POSTAGE REFILL	604.50
55891	06/11/2020	Printed			18193	RECOLOGY AUBURN PLACER	40% 19/20 TAX ROLL TEETER	1,566.64
55892	06/11/2020	Reconciled		06/30/2020	19037	SAFE SIDE SECURITY	CORP YARD SECURITY JUNE 2020	95.00
55893	06/11/2020	Reconciled		06/30/2020	19037	SAFE SIDE SECURITY	BALL PARK SECURITY	4,645.00
55894	06/11/2020	Reconciled		06/30/2020	19037	SAFE SIDE SECURITY	BALLPARK SECURITY MONITORING	60.00

## Check Register Report

AP Checks June 2020

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CITY OF COLFAX

BANK: US BANK

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Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>								
55895	06/11/2020	Reconciled		06/30/2020	01790	SIERRA OFFICE PRODUCTS	OFFICE SUPPLIES	213.93
55896	06/11/2020	Reconciled		06/30/2020	19396	SIERRA SAFETY COMPANY	ROY TOM'S SIGNAGE	238.67
55897	06/11/2020	Reconciled		06/30/2020	19397	SIERRA SAW	BLOWER MAINT	36.23
55898	06/11/2020	Reconciled		06/30/2020	19397	SIERRA SAW	PUSH MOWER MAINT	38.01
55899	06/11/2020	Reconciled		06/30/2020	23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	36.86
55900	06/11/2020	Reconciled		06/30/2020	23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONE	218.94
55901	06/11/2020	Reconciled		06/30/2020	18883	WAXIE SANITARY SUPPLY	RESPIRATOR MASKS	268.13
55902	06/11/2020	Reconciled		06/30/2020	23218	WENDEL ROSEN	LEGAL SVCS MAY 2020	3,102.64
55903	06/11/2020	Reconciled		06/30/2020	23301	WESTERN PLACER WASTE	MAY 2020 SLUDGE REMOVAL	551.25
55904	06/19/2020	Reconciled		06/30/2020	01413	ALLIANT INSURANCE SERVICES,	20/21 ACIP CRIME RENEWAL	998.00
55905	06/19/2020	Reconciled		06/30/2020	01766	AT&T MOBILITY	CITY CELL PHONES	832.53
55906	06/19/2020	Reconciled		06/30/2020	03493	COASTLAND CIVIL ENGINEERING	ENG SVCS MAY 2020	5,155.00
55907	06/19/2020	Printed			06730	COLFAX FARM AND COUNTRY STORE	WWTP/PW SUPPLIES	39.32
55908	06/19/2020	Reconciled		06/30/2020	04592	DACOMM	WWTP INTERNET	99.95
55909	06/19/2020	Printed			04165	DANCKERT COMMUNICATION CO.	CONFERENCE PHONE IN CHAMBERS	155.00
55910	06/19/2020	Reconciled		06/30/2020	4589	DWYER, JACOB	2020 PARTIAL BOOT ALLOWANCE	237.04
55911	06/19/2020	Reconciled		06/30/2020	7798	G&T TRUCK REPAIR	FIRE DEPT TRUCK MAINT	4,854.26
55912	06/19/2020	Reconciled		06/30/2020	07460	GOLD COUNTRY MEDIA	DELINQUENT UB PUBLIC NOTICE	214.14
55913	06/19/2020	Reconciled		06/30/2020	07460	GOLD COUNTRY MEDIA	COMM CANNABIS PUBLIC NOTICE	291.03
55914	06/19/2020	Reconciled		06/30/2020	07570	GRAINGER	WWTP SUPPLIES	85.97
55915	06/19/2020	Reconciled		06/30/2020	07570	GRAINGER	WWTP SUPPLIES	214.84
55916	06/19/2020	Reconciled		06/30/2020	08050	HACH COMPANY	WWTP LAB SUPPLIES	255.54
55917	06/19/2020	Printed			8051	HALDEMAN CONSTRUCTION	SHERIFF STATION FLOOD RPRS	24,357.40
55918	06/19/2020	Reconciled		06/30/2020	08086	HBE RENTALS	TRAILER RENTAL FOR PPE PU	40.00
55919	06/19/2020	Printed			08159	HILL BROTHERS CHEMICAL CO	WWTP CHEMICALS	8,187.57
55920	06/19/2020	Reconciled		06/30/2020	08660	HUNT AND SONS, INC.	FIRE DEPT FUEL	67.78
55921	06/19/2020	Reconciled		06/30/2020	13181	KOSLIN CONSTRUCTION INC.	KNEELAND ST STORM DRAIN IMP	86,325.00
55922	06/19/2020	Reconciled		06/30/2020	12235	LIVELY LOCKS AND DEAD BOLTS	FIRE DEPT LOCK RPR	230.96
55923	06/19/2020	Reconciled		06/30/2020	13560	MUNICIPAL CODE CORPORATION	MUNICODE SUPPORT	225.00
55924	06/19/2020	Reconciled		06/30/2020	18194	RGS - REGIONAL GOV SERVICES	PLANNING SVCS MAY 2020	2,538.00
55925	06/19/2020	Reconciled		06/30/2020	19397	SIERRA SAW	EDGER REPAIR	15.32
55926	06/19/2020	Reconciled		06/30/2020	23169	WAVE BUSINESS SOLUTIONS	CORP YARD PHONE	54.90
55927	06/19/2020	Printed			25208	YUBA COLLEGE PUBLIC SAFETY	FIRE DEPT TRAINING	424.00
55928	06/29/2020	Reconciled		06/30/2020	2087	BASIC PACIFIC	FSA PLAN FEES JUNE 2020	45.00
55929	06/30/2020	Printed			01121	3FOLD COMMUNICATIONS	RECYCLE OUTREACH CAMPAIGN	1,200.00
55930	06/30/2020	Printed			03430	CITY CLERKS ASSOCIATION	MEMBERSHIP RENEWAL 7/1/21	90.00
55931	06/30/2020	Printed			03482	CLEAR PATH LAND INVOLVEMENT,	ANNUAL WWTP DAM SURVEY	2,500.00
55932	06/30/2020	Printed			03511	COLFAX GARDEN CLUB	RETURN OF PLANT SALE DEPOSIT	100.00
55933	06/30/2020	Printed			06278	FRONTIER COMMUNICATIONS	WWTP PHONE	190.65
55934	06/30/2020	Printed			07570	GRAINGER	WWTP SUPPLIES	285.76
55935	06/30/2020	Printed			08050	HACH COMPANY	WWTP LAB SUPPLIES	397.82
55936	06/30/2020	Printed			08660	HUNT AND SONS, INC.	PW/WWTP FUEL	243.67
55937	06/30/2020	Printed			9599	KENNETH JACKSON	RETURN OF BLDG PERMIT FEE XCD	568.75
55938	06/30/2020	Printed			12180	LAWRENCE & ASSOCIATES INC	CANDFILL MONITORING MAY 2020	86.25
55939	06/30/2020	Printed			14351	NOR-CAL PIPELINE SERVICES	S&I WWTP INSPECTIONS	6,386.40
55940	06/30/2020	Printed			14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	165.31
55941	06/30/2020	Printed			14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	383.49

**Check Register Report**

AP Checks June 2020

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CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>								
55942	06/30/2020	Printed			16300	PCWA -PLACER COUNTY	CITY WATER	1,929.15
55943	06/30/2020	Printed			19037	SAFE SIDE SECURITY	BALL PARK SECURITY	322.49
55944	06/30/2020	Printed			19320	SOLENIS	WWTP CHEMICALS	2,049.32
55945	06/30/2020	Printed			20092	THUMBLER	PUBLIC RELATIONS CONSULTANT	518.50
55946	06/30/2020	Printed			23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
55947	06/30/2020	Printed			23237	WHITLEY & SONS CUSTOM SIGNS	FIRE DEPT SIGNAGE	353.63
55948	06/30/2020	Printed			23451	WOOD RODGERS	WWTP IMP PLANS MAY 2020	5,531.00

**Total Checks: 100**

**Checks Total (excluding void checks): 507,848.68**

**Total Payments: 100**

**Bank Total (excluding void checks): 507,848.68**

**Total Payments: 100**

**Grand Total (excluding void checks): 507,848.68**

## DAILY CASH SUMMARY REPORT

Cash Receipts - June 2020  
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10:25 am

City of Colfax

		Debit	Credit	Net Chng
<b>Fund: 100 - General Fund</b>				
06/01/2020	Daily Totals	1,768.73	0.00	1,768.73
06/03/2020	Daily Totals	5,215.87	0.00	5,215.87
06/04/2020	Daily Totals	1,552.46	0.00	1,552.46
06/08/2020	Daily Totals	2,233.71	0.00	2,233.71
06/09/2020	Daily Totals	128.00	0.00	128.00
06/10/2020	Daily Totals	2,304.56	0.00	2,304.56
06/11/2020	Daily Totals	3,471.80	0.00	3,471.80
06/12/2020	Daily Totals	5,882.80	0.00	5,882.80
06/15/2020	Daily Totals	933.00	180.82	752.18
06/16/2020	Daily Totals	2,069.50	0.00	2,069.50
06/19/2020	Daily Totals	29.00	0.00	29.00
06/22/2020	Daily Totals	7,026.59	0.00	7,026.59
06/23/2020	Daily Totals	1,812.80	0.00	1,812.80
06/24/2020	Daily Totals	82,316.94	0.00	82,316.94
06/26/2020	Daily Totals	6,366.53	0.00	6,366.53
06/30/2020	Daily Totals	5,635.97	0.00	5,635.97
<b>Fund: 100 - General Fund</b>	<b>TOTALS:</b>	<b>128,748.26</b>	<b>180.82</b>	<b>128,567.44</b>
<b>Fund: 120 - Land Development Fees</b>				
06/26/2020	Daily Totals	253.45	0.00	253.45
<b>Fund: 120 - Land Development Fees</b>	<b>TOTALS:</b>	<b>253.45</b>	<b>0.00</b>	<b>253.45</b>
<b>Fund: 205 - Escrow Account - Developers</b>				
06/30/2020	Daily Totals	0.83	0.00	0.83
<b>Fund: 205 - Escrow Account - Developers</b>	<b>TOTALS:</b>	<b>0.83</b>	<b>0.00</b>	<b>0.83</b>
<b>Fund: 244 - CDBG ME Lending/Prog Income</b>				
06/01/2020	Daily Totals	500.00	0.00	500.00
<b>Fund: 244 - CDBG ME Lending/Prog Income</b>	<b>TOTALS:</b>	<b>500.00</b>	<b>0.00</b>	<b>500.00</b>
<b>Fund: 250 - Streets - Roads/Transportation</b>				

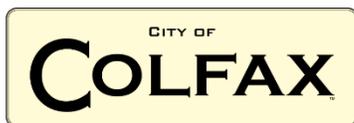
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## DAILY CASH SUMMARY REPORT

Cash Receipts - June 2020  
06/01/2020 - 06/30/2020Page: 2  
7/13/2020  
10:25 am

City of Colfax

		Debit	Credit	Net Chng
06/01/2020	Daily Totals	69,311.00	0.00	69,311.00
06/08/2020	Daily Totals	90.00	0.00	90.00
06/18/2020	Daily Totals	12.00	0.00	12.00
<b>Fund: 250 - Streets - Roads/Transportation</b>	<b>TOTALS:</b>	<b>69,413.00</b>	<b>0.00</b>	<b>69,413.00</b>
<b>Fund: 253 - Gas Taxes</b>				
06/01/2020	Daily Totals	3,136.68	0.00	3,136.68
06/22/2020	Daily Totals	2,818.84	0.00	2,818.84
06/26/2020	Daily Totals	2,353.59	0.00	2,353.59
<b>Fund: 253 - Gas Taxes</b>	<b>TOTALS:</b>	<b>8,309.11</b>	<b>0.00</b>	<b>8,309.11</b>
<b>Fund: 560 - Sewer</b>				
06/03/2020	Daily Totals	250.00	0.00	250.00
06/11/2020	Daily Totals	140.50	0.00	140.50
<b>Fund: 560 - Sewer</b>	<b>TOTALS:</b>	<b>390.50</b>	<b>0.00</b>	<b>390.50</b>
<b>Fund: 561 - Sewer Liftstations</b>				
06/10/2020	Daily Totals	407.00	0.00	407.00
06/11/2020	Daily Totals	46.84	0.00	46.84
06/16/2020	Daily Totals	407.00	0.00	407.00
06/26/2020	Daily Totals	407.00	0.00	407.00
<b>Fund: 561 - Sewer Liftstations</b>	<b>TOTALS:</b>	<b>1,267.84</b>	<b>0.00</b>	<b>1,267.84</b>
<b>GRAND TOTALS:</b>		<b>208,882.99</b>	<b>180.82</b>	<b>208,702.17</b>



# Staff Report to City Council

## FOR THE AUGUST 12, 2020 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Jaclyn Collier, City Clerk  
**Subject:** 2020 Local Agency Biennial Notice

*Budget Impact Overview:*

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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**RECOMMENDED ACTION:** Accept and file the City of Colfax 2020 Local Agency Biennial Notice.

### Summary/Background

The Political Reform Act of 1974 was enacted to prevent public officials from using their official positions to influence governmental decisions in which they have a financial interest. The Political Reform Act requires every government agency to adopt a Conflict of Interest Code (the Code) and to review the code biennially on even numbered years. The City of Colfax Conflict of Interest Code was adopted in 2002 by Resolution 44-2002 as required by the Political Reform Act of 1974 (Government Code §87100 et seq.). The Code was last amended in August, 2018 by Resolution 52-2018. A biennial review was conducted by staff to ensure the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions. Staff has determined that no amendment is required.

### Fiscal Impacts

N/A

### Attachments:

1. Resolution 52-2018 Amending the City of Colfax Conflict of Interest Code
2. 2020 Local Agency Biennial Notice

Attachment 1**City of Colfax  
City Council**

## Resolution № 52-2018

**AMENDING THE CITY OF COLFAX CONFLICT OF INTEREST CODE**

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**WHEREAS**, the City of Colfax has duly adopted a Conflict of Interest Code as required by law on July 23, 2002, namely through Resolution 44-2002; and

**WHEREAS**, California Government Code §87306.5 requires that in each even-numbered year cities review their adopted Conflict of Interest Code and submit an amended Conflict of Interest Code in accordance with California Government Code §§87302(a) and 87303 if necessitated by changed circumstances; and

**WHEREAS**, it is necessary to amend the Colfax Conflict of Interest Code to amend the list of individuals required to disclose economic interests and to review the disclosure categories to incorporate the model disclosure categories prepared by the State of California Fair Political Practices Commission.

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

1. The amendments to the Conflict of Interest Code of the City of Colfax attached to this Resolution are hereby approved.
2. The remainder of the City of Colfax Conflict of Interest Code shall be and remain in full force and effect subject to said amendments. For purposes of convenience, the following paragraphs 3 through 6, inclusive, repeat the same provisions of Resolution 44-2002 pursuant to which the City's Conflict of Interest Code was adopted on July 23, 2002.
3. The terms of the Model Conflict of Interest Code prepared by the California Fair Political Practices Commission and set forth at Title 2, California Code of Regulations, Section 18730 and any amendments to that section which may be duly adopted by the Fair Political Practices Commission (hereafter "Section 18730") is hereby adopted by reference as the Conflict of Interest Code of the City of Colfax.
4. The list of designated employees contained in Appendix "A" to this Resolution and the list of disclosure categories contained in Appendix "B" to this Resolution are hereby adopted as the relevant Appendices referred to in subdivisions (b)(2) and (3) of section 18730.

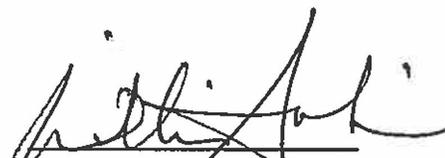
**Attachment 1**

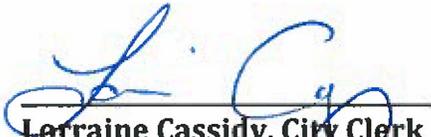
5. Designated employees and individuals required to disclose their economic interests pursuant to Government Code Section 87200, shall file statements of economic interests with the City Clerk, who shall make the statements available for public inspection and reproduction.

6. Upon receipt of the statements of the Mayor and members of the City Council, the City Manager, the City Treasurer, and the City Attorney, the City Clerk shall make and retain a copy and forward the original of these statements to the offices of the Fair Political Practices Commission. Statements for all other designated employees shall be retained by the City Clerk.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at a regular meeting of the City Council of the City of Colfax held on the 8<sup>th</sup> day of August, 2018 by the following vote of the Council:

**AYES:** Douglass, Harvey, Mendoza, Stockwin  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

  
\_\_\_\_\_  
Will Stockwin, Mayor

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

**Attachment 1****City of Colfax  
Conflict of Interest Code**

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The Political Reform Act of 1974 (Government Code Section 81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes.

The Fair Political Practices Commission ("FPPC") had adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code which may be incorporated by reference in an agency's code, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act, following public notice and hearings.

Therefore, the terms of 2 Cal. Code of Regs. 18730 and any amendments to it duly adopted by the FPPC are hereby incorporated by reference. This Resolution and the attached Appendixes designating officials and employees and establishing disclosure categories shall constitute the Conflict of Interest code for the City of Colfax.

Designated employees shall file statements of economic interests with the City of Colfax. The City of Colfax shall make all statements available for public inspection and reproduction, pursuant to Government Code section 81008.

**Attachment 1**

**CITY OF COLFAX  
CONFLICT OF INTEREST CODE  
APPENDIX "A"**

**LIST OF DESIGNATED EMPLOYEES**

The following is a listing of those persons who are required to submit Statements of Economic Interests pursuant to the Political Reform Act of 1974, as amended, excluding those persons who are already required to file the Form 700 pursuant to Government Code §87200. Designated employees shall file statements of economic interests with the City Clerk.

1. Members of Boards and Commissions who are required to file Form 700:

<b>Citizen Boards/Commissions</b>	<b>Disclosure Category</b>
Economic Development Commission	Category 1
Design Review Commission	Category 1
Ad-Hoc Finance Committee	Category 1
Parks & Recreation Commission	Category 1
All other Boards & Commissions	Category 1

2. Persons occupying any of the following designated positions are required to file Form 700:

<b>Department</b>	<b>Position</b>	<b>Disclosure Category</b>
Administrative	City Manager	Category 1
	City Clerk	Category 1
Finance	Finance Director (Consultant)	Category 1
Planning	Planning Director (Consultant)	Category 1
Public Works	City Engineer (Consultant)	Category 1
	Community Services Director	Category 1
Building	Building Inspector (Consultant)	Category 1
Consultants	See Notes	

**Notes:** Consultants. 2 Cal.Code Regs. §18701(a)(2) defines "consultant" as an individual who pursuant to a contract with a state or local government agency:

- A. Makes a government decision whether to:
  - i. Approve a rate, rule or regulation;
  - ii. Adopt or enforce a law;
  - iii. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
  - iv. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
  - v. Grant agency approval to a contract that requires approval and to which the agency is a party, or to the specifications for such a contract;
  - vi. Grant agency approval to a plan, design, report, study, or similar item;
  - vii. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or
- B. Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in regulation 18702.2 or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code.

The disclosure required of consultants shall be determined on a case by case basis by the City Manager in consultation with the City Attorney. The City Manager may make a determination as to what disclosure, if any, is required by any particular consultant. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

**Attachment 1****EXHIBIT B  
DISCLOSURE CATEGORIES**

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1. **Full Disclosure.** All interests in real property in the City of Colfax, as well as investments, business positions and sources of income, including gifts, loans and travel payments.
2. **Full Disclosure Excluding Interests In Real Property.** All investments, business positions and sources of income, including gifts, loans and travel payments.
3. **Interests in Real Property.** All interests in real property in the City of Colfax.
4. **Contracting.** All investments, business positions and income, including gifts, loans and travel payments, from sources that provide leased facilities, goods, equipment, vehicles, machinery or services, including training or consulting services, of the type used by the City of Colfax.
5. **Regulatory, Permit or Licensing.** All investments, business positions and income, including gifts, loans and travel payments, from sources that are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before the City of Colfax.

**Attachment 2**  
**2020 Local Agency Biennial Notice**

Name of Agency: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No. \_\_\_\_\_

Email: \_\_\_\_\_ Alternate Email: \_\_\_\_\_

**Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.**

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

**An amendment is required. The following amendments are necessary:**

(*Check all that apply.*)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (*describe*) \_\_\_\_\_

**The code is currently under review by the code reviewing body.**

**No amendment is required.** (If your code is over five years old, amendments may be necessary.)

**Verification (to be completed if no amendment is required)**

*This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.*

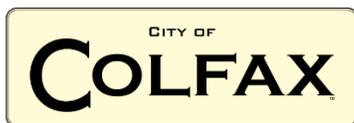
\_\_\_\_\_  
*Signature of Chief Executive Officer*

\_\_\_\_\_  
*Date*

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2020**, or by the date specified by your agency, if earlier, to:

(*PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE*)

**PLEASE DO NOT RETURN THIS FORM TO THE FPPC.**



# Staff Report to City Council

## FOR THE AUGUST 12, 2020 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Jaclyn Collier, City Clerk  
**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:</b> \$108,000	<b>Fund(s):</b> 100-400
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2020 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, 2021.

### Summary/Background

The current contract with Bureau Veritas provides contract services for an onsite Building Inspection on an as needed basis. Bureau Veritas is a respected leader in testing, inspection and certification services. Bureau Veritas has successfully provided the City of Colfax with the adequately trained inspections 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 2020. The contract services were approved in conjunction with Council budget discussions.

### Fiscal 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 \_\_-2020
2. Bureau Veritas Contract Extension (6<sup>th</sup> Amendment to the Contract)
3. Bureau Veritas Contract

# City of Colfax

## City Council

Resolution No. \_\_-2020

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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, 2021

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**WHEREAS**, the City of Colfax needs the services of a Building Inspector on an as needed basis; and,

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

**WHEREAS**, Bureau Veritas has successfully provided the City of 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, 2021.

**NOW THEREFORE, BE IT RESOLVED** 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 the Regular Meeting of the City Council of the City of Colfax held on the 12<sup>th</sup> day of August 2020 by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

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**Marnie Mendoza, Mayor**

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**Jaclyn Collier, City Clerk**

**Attachment 2**

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

This Sixth Amendment to the Consultant Services Agreement ("Sixth Amendment") dated August 13, 2020 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, 2021, as provided in the approved Agreement authorized by the City Council with a not to exceed limit increase of \$108,000 for fiscal year 2020-2021.

**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

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Approved as to Form:

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

**Attachment 3****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 N. 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

### Attachment 3

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

### Attachment 3

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.

**Attachment 3**

- 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

### Attachment 3

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

### Attachment 3

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.

**Attachment 3**

- 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.

### Attachment 3

#### **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

**Attachment 3**

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.



**Attachment 3**

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 Mason  
Title City Manager  
Date 7/10/15

CONSULTANT  
Signature   
Printed Name MICHAEL VIESKA  
Title DIRECTOR OF OPERATIONS  
Date 7/10/2015

APPROVED AS TO FORM:

  
City Attorney

Attachment 3

## 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

**Attachment 3**

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

### **Attachment 3**

- 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

Attachment 3**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.

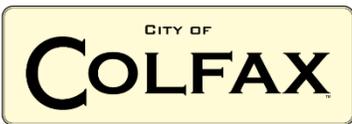
Hourly rates for project personnel are outlined below:

<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

## FOR THE AUGUST 12, 2020 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Jaclyn Collier, City Clerk  
**Subject:** Human Resource Services Consultant Agreement – Koff and Associates

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b>	<b>Fund(s):</b> 120, 250, 560, 561, 572
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2020 authorizing the City Manager to execute a contract with Koff and Associates for on-call Human Resource Services for \$15,000 per year for a two-year term in an amount not to exceed \$30,000.

**Summary/Background**

In 2018, as a member of the Sacramento Area Council of Governments (SACOG), the City had the opportunity to sub-contract with firms which SACOG had vetted through the Request for Proposals (RFP) process, saving the City time and expenses of advertising and vetting through the RFP process. At the time, SACOG had an agreement with Koff and Associates for Human Resource (HR) services which provided the City with economy of scale savings under the auspices of the larger organization. At the June 27, 2018 City Council regular meeting, Council adopted Resolution 49-2018 authorizing the City Manager to enter into a service agreement with Koff and Associates for on-call HR services.

Since signing the HR contract in 2018, SACOG has opted not to continue their contract with Koff and Associates, at no fault of Koff and Associates, which requires a new contract to be signed rather than an extension of the existing contract. Staff feels the services provided have been sufficient and meet the HR needs of the City. Koff and Associates have agreed to continue their services with us provided Council approves a new contract.

HR services are included in the budget for fiscal years 2020/2021 and 2021/2022 from funds 120, 250, 560, 561, and 572. The previous contract with Koff and Associates allowed up to \$15,000 per year for a two-year term not to exceed \$30,000. Staff confirmed the two previous years’ HR services did not exceed the budgeted expense and is comfortable moving forward with the no changes to the contract expense.

**Fiscal Impacts**

The approved budget for Fiscal Years 2020/2021 and 2021/2022 includes funds from 120, 250, 560, 561, and 572.

**Attachments:**

1. Resolution \_\_-2020
2. Consultant Agreement

# City of Colfax

## City Council

Resolution No. \_\_-2020

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AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH KOFF AND ASSOCIATES FOR ON-CALL HUMAN RESOURCES SERVICES FOR \$15,000 PER YEAR FOR A TWO-YEAR TERM IN AN AMOUNT NOT TO EXCEED \$30,000.

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**WHEREAS**, in 2018, as a member of the Sacramento Area Council of Governments (SACOG), the City had the opportunity to sub-contract with firms which SACOG had vetted through the Request for Proposals (RFP) process, saving the City time and expenses of advertising and vetting through the RFP process; and,

**WHEREAS**, at the time, SACOG had an agreement with Koff and Associates for Human Resource (HR) services which provided the City with economy of scale savings under the auspices of the larger organization; and,

**WHEREAS**, at the June 27, 2018 City Council regular meeting, Council adopted Resolution 49-2018 authorizing the City Manager to enter into a service agreement with Koff and Associates for on-call HR services; and,

**WHEREAS**, since signing the HR contract in 2018, SACOG has opted not to continue their contract with Koff and Associates, at no fault of Koff and Associates, which requires a new contract to be signed rather than an extension of the existing contract; and,

**WHEREAS**, Koff and Associates services have been sufficient and meet the HR needs of the City.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax, authorizes the City Manager to execute a contract with Koff and Associates for on-call Human Resources Services for \$15,000 per year for a two-year term in an amount not to exceed \$30,000.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 12<sup>th</sup> day of August 2020 by the following vote of the Council:

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

**ATTEST:**

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**Jaclyn Collier, City Clerk**

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**Marnie Mendoza, Mayor**

**Attachment 2****AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into on this 13<sup>th</sup> day of **August, 2020** by and between the City of Colfax, a municipal corporation of the State of California (“City”) and **Koff & Associates** (“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

## Attachment 2

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. 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

**Attachment 2**

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 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 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. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in

## Attachment 2

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, 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 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, 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 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

## Attachment 2

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.

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.

## Attachment 2

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

Consultant shall in all respects be an independent contractor and not an agent or employee of City. Consultant has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Consultant shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Consultant 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 Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Consultant 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 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.

## Attachment 2

### **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

**Attachment 2**

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.

**Section 22. Written Notification.**

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

If to City:	City of Colfax 33 S. Main Street Colfax, CA 95713
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**Attachment 2**

If to Consultant:

Koff & Associates  
2835 Seventh Street  
Berkeley, CA 94710

**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

CONSULTANT

Signature\_\_\_\_\_

Signature\_\_\_\_\_

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

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

Title\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

APPROVED AS TO FORM:

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



Submittal date: July 24, 2020

# Proposal for Human Resource Consulting Services

City of Colfax

Submitted by:

## **Koff & Associates**

**Georg S. Kramer**  
Chief Executive Officer

2835 Seventh Street  
Berkeley, CA 94710  
[www.KoffAssociates.com](http://www.KoffAssociates.com)

**EIN: 61-1493064**

[gkramer@koffassociates.com](mailto:gkramer@koffassociates.com)  
Tel: 510.658.5633  
Fax: 510.652.5633

**Exhibit A**

July 24, 2020

Ms. Jaclyn Collier, City Clerk  
City of Colfax  
33 S Main St, PO Box 702  
Colfax CA 95713

Dear Ms. Collier:

Thank you for the opportunity to respond to your request for “Human Resource Services” information and pricing for the City of Colfax (“City”).

We are most interested in assisting the City with its critical Human Resources needs.

Koff & Associates (“K&A”) is an experienced human resources consulting firm that has been providing similar services to cities, counties, special districts, courts, and other public agencies for 36 years. Founded in 1984, our firm has achieved a reputation for working successfully with management, employees, and union representatives.

As Chief Executive Officer of the firm, I would be responsible for the successful completion of all services and projects and accountable for all deliverables. I can be reached at our Berkeley address and phone number as listed on our cover page and in the footer below. My email address is [gkrammer@koffassociates.com](mailto:gkrammer@koffassociates.com).

Please call us if you have any questions or wish additional information.

Sincerely yours,

A handwritten signature in blue ink that reads 'Georg S. Krammer'.

Georg S. Krammer  
Chief Executive Officer



**Exhibit A**  
**Human Resources Services Proposal**  
City of Colfax

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## Exhibit A

# Human Resources Services Proposal

City of Colfax

### QUALIFICATIONS OF FIRM

**Koff & Associates (“K&A”)** is a full-spectrum, public sector human resources and recruitment services firm that was founded by Gail Koff in 1984, and has been assisting cities, counties, special districts, other public agencies, and non-profit organizations with their human resources needs for 36 years.

We are a private **California corporation, #2785458**, and our **legal name is Kaneko & Krammer Corp. dba Koff & Associates, Inc.** Our headquarters are in Berkeley, CA, and we have satellite offices in Southern California, the Central Valley, and the Sacramento Region.

We are a California State-certified Small Business Enterprise (**#58366**), and, locally through the County of Alameda, we are also a certified Local, Small Local, and Very Small Local Business Enterprise.

We are familiar with the various public sector organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. We have extensive experience working in both union and non-union environments (including service as the management representative in meet & confer and negotiation meetings), working with City Councils, Boards of Directors, Boards of Commissioners, Boards of Supervisors, County Commissions, Boards of Trustees, Merit Boards, and Joint Power Authorities.

The firm’s areas of focus are classification and compensation studies (approximately 70% of our workload); executive search and staff recruitments; organizational development/assessment studies; performance management and incentive compensation programs; development of strategic management tools; policy/procedure development and employee handbooks; public agency consolidations and separations; Human Resources audits; and serving as off-site Human Resources Director for our smaller public agencies that need the expertise of an Human Resources Director but do not need a full-time, on-site professional.

Without exception, all of our studies have successfully met all of our intended commitments; communications were successful with employees, supervisors, management, and union representatives; and we were able to assist each agency in successfully implementing our recommendations. All studies were brought to completion within stipulated time limits and proposed budgets.

The firm’s long list of clients (please see <https://koffassociates.com/our-clients/>) is indicative of its reputation as being a quality organization that can be relied on for producing comprehensive, sound and cost-effective recommendations and solutions. K&A has a reputation for being “hands on” with the ability and expertise to implement its ideas and recommendations through completion in both union and non-union environments.

K&A relies on our stellar reputation and the recommendations and referrals of current and recent past clients to attract new clients. Our work speaks for itself and our primary goal is to provide professional and technical human resources assistance with integrity, honesty, and a commitment to excellence.

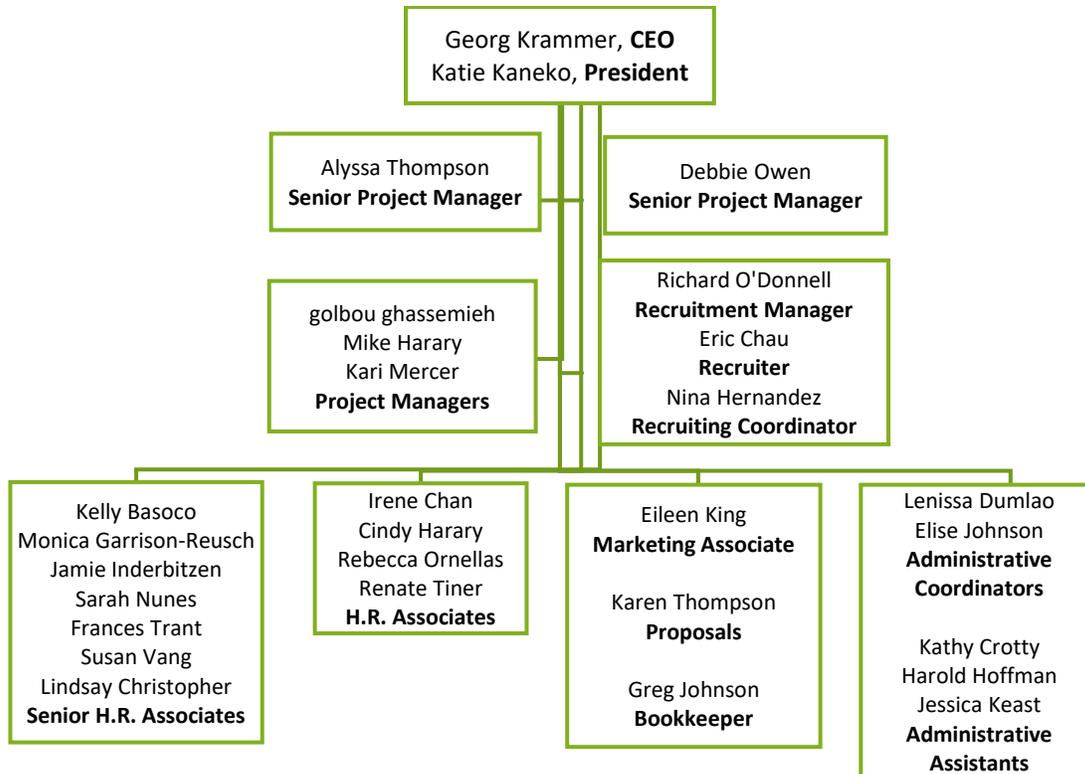
We are very proud of the fact that we have only had a handful of formal appeals in our entire history, working with hundreds of public agency clients and completing hundreds of studies and other projects.



**Exhibit A**  
**Human Resources Services Proposal**  
 City of Colfax

**KEY PERSONNEL**

Our entire team consists of 29 employees as shown below in our organizational chart.



**No subcontractors will be assigned to this study.**

**TEAM TO BE ASSIGNED TO H.R. PROJECTS AT CITY OF COLFAX**

**Georg Krammer, M.B.A., S.P.H.R.**  
**Chief Executive Officer**

Georg brings over 20 years of management-level human resources experience to Koff & Associates with an emphasis in classification and compensation design; market salary studies; organizational development; executive recruitment; performance management; and employee relations, in the public sector and in large corporations as well as small, minority-owned businesses.

After obtaining a Master of Arts in English and Russian and teaching credentials at the University of Vienna, Austria, Georg came to the United States to further his education and experience and attained his Master of Business Administration from the University of San Francisco. After starting his HR career in Wells Fargo’s college recruiting department, he moved on to HR management positions in the banking and high-tech consulting industries. He had five years in the private sector where he served as an HR



## Exhibit A

# Human Resources Services Proposal

City of Colfax

Manager, and Administrative Officer, and then HR Director before entering the public sector. With his wide-ranging and deep experience as a well-rounded senior HR generalist, his education in business and teaching, his depth and breadth of experience with public sector HR needs, programs, and functions, Georg's contribution to K&A's variety of projects greatly complements the Koff & Associates Human Resources and Recruitment Services team.

He has spearheaded several hundred classification, compensation, organizational, strategic planning, etc., studies for hundreds of cities, towns, counties, and special districts throughout the State of California and has contributed to more than quadrupling the size of Koff & Associates as a result of the success of his projects and the subsequent expansion of the business through referrals from satisfied clients. Georg joined K&A in 2003 and has been the firm's Chief Executive Officer since 2005.

In the last few years, Georg has been the Project Director/Key Personnel for classification and/or compensation studies, organizational assessments, and other HR projects, at the following agencies:

- **Cities/Towns:** Alameda, American Canyon, Anaheim, Arroyo Grande, Bellflower, Campbell, Citrus Heights, Coachella, Concord, Cotati, Gilroy, La Cañada Flintridge, Lomita, Los Altos, Los Altos Hills, Menifee, Menlo Park, Morro Bay, Murrieta, National City, Newport Beach, Oakland, Oxnard, Palm Desert, Perris, Pleasant Hill, Port Hueneme, Redlands, Redwood City, Sacramento, San Diego, San Jose, San Marino, Santa Ana, Santa Barbara, Santa Clara, Saratoga, Sausalito, Seal Beach, Spokane (Washington), Vallejo, West Sacramento, Westminster, Yucca Valley, Yreka
- **Counties:** Bernalillo (New Mexico), Fresno, Monterey, Orange, Placer, San Joaquin, Sonoma, and Trinity.
- **Courts:** Habeas Corpus Resource Center, Superior Court of Kern County, Superior Court of Orange County, Superior Court of Santa Barbara.
- **Education:** College of the Sequoias, Excelsior Charter Schools, First 5 Alameda, Foothill-De Anza Community College District, Riverside Community College District, West Valley Mission Community College District.
- **Special Districts:** Air Quality, Community Services District, Fire and Police Protection, Housing/Economic Development, Open Space, Public Utilities, Transportation, Wastewater and Water.

Georg will be key personnel and serve as the Project Director for this project; he will coordinate all of K&A's efforts, will attend all meetings with the City, and will be responsible for all work products and deliverables.

**golbou ghassemieh, MBA, SPHR, SHRM-SCP, IPMA-SCP**  
**Project Manager**

golbou's professional qualifications include over fourteen years of experience in the Human Resources field, including work as a Deputy Director and Director at County and City agencies in the public sector. Her experiences include working in and/or overseeing classification and compensation, training and development, EEO, employee and labor relations, risk management, and recruitment and examination. Her experience includes both public and private sector Human Resources work for the County of Sonoma, City of Santa Rosa, Target Corporation, and Savant Consulting. She gained experience in classification and



**Exhibit A**  
**Human Resources Services Proposal**  
 City of Colfax

compensation, recruitment and examination, organizational development and training programs, labor relations, MOU administration, policy development and administration, ADA programs, investigations, discipline administration, recruitment and examination, presenting to Boards and Commissions, and general human resources leadership and administration.

During her ten-year tenure as a Human Resources leader in the public sector, golbou gained specialized knowledge of conducting classification and compensation studies for a broad array of positions in both agency departments as well as special districts, such as water, open space, community development/housing, etc.

Since joining Koff & Associates in early 2019, golbou has worked on classification and/or compensation studies, organizational assessments, and other HR projects for the following agencies:

- **Cities/Towns:** Anaheim, East Palo Alto, Hayward, Milpitas, Paradise, Port Hueneme, Rohnert Park, and Sacramento
- **Counties:** Sonoma, Fresno
- **Special Districts:** Port of Oakland, East Contra Costa Fire District, Rincon del Diablo Water District, Metropolitan Transportation Commission

She earned her B.A. degree in Psychology with a minor in French at University of California, Berkeley and her MBA degree with an emphasis in Human Resources Management from Sonoma State University. She also holds several professional certifications. Ms. ghassemieh serves as an instructor for Sonoma State University's Human Resources Certification course and has served for three years as a Board member for PASCO-HR, a Sonoma County Professional Human Resources Association.

golbou will provide consultant support throughout this effort, including day to day employee and labor relations, evaluations, performance improvement, development of recommendations, and implementation strategies.



## Exhibit A

# Human Resources Services Proposal

City of Colfax

## METHODOLOGY

We submit customized, technical proposals to provide Human Resources Services, whether those services are recruitment, training or coaching, organizational analysis, strategic planning, succession planning, 360 Degree Performance Evaluations, or other types of HR services such as discipline and labor law and policies, policy or procedure writing, updating or reviewing. These could include but are not limited to, special projects such as workplace violence, investigating alleged hostile work environments, investigating and managing disability leaves, and addressing other ADA-related issues.

Note: while we are not labor law attorneys, we are skilled in the matters of employee discipline and can offer our 36 years' experience in dealing with California labor law in the public sector.

### Overall Objectives:

- Disciplinary matters;
- Labor law and/or policy matters;
- Policies and procedures;
- Special projects;
- Investigations; and
- Recruitment Services for both executive and staff positions (if needed).

### ON-CALL HR SERVICES:

We are accustomed to being in a “stand-by” and/or “as-needed” mode for our clients’ miscellaneous needs and are always available and responsive. Whether it is an employee/labor relations issue, assistance with various labor laws (Title VII, Leave Laws, FLSA, ADA, EEOC), wage and hour issues for exempt and non-exempt employees, personnel files and record keeping, HR forms, new-hire orientation, performance evaluation programs, job classification, developing individual job descriptions, reclassifications, re-organizations, compensation and salary surveys, compensation plan development, discipline and grievances, difficult terminations, investigations, documentation, policy interpretation and implementation, training, and other employee and labor relations issues and general professional HR advice – our staff is more than happy to assist with any situation the City may encounter.

While we are not attorneys and cannot give legal advice, we are very well-versed with labor laws and regulations, how to interpret them, and how to put them into practice within an organization. We are also accustomed to looking at the big picture and overall HR infrastructure, especially when working for a new client. By bringing a global approach and best practices to each organization, we may make suggestions and recommendations regarding areas that need to be addressed, even if they are not directly related to what we’re currently working on.

There are many different aspects and facets to Human Resources and the valued-added we strive to bring to each organization is to not only focus on the specific task at hand but to also ensure we bring shortfalls in other areas to the organization’s attention if we observe any. We believe it is our responsibility to at least bring those to the client’s attention and offer recommendations as to how to address and resolve a



**Exhibit A**  
**Human Resources Services Proposal**  
City of Colfax

situation, or at a minimum (depending on the client’s wishes) to assess the criticality of the situation (legal compliance and imminent liability vs. “it might be a good idea to look at this situation”).

**FEE SCHEDULE**

**H.R. Services:**

Principals (CEO & President):	\$185/hour
Project Managers:	\$155/hour
Consultants:	\$150/hour
Admin/Tech:	\$75/hour

**Other Services:**

Should the City determine it desires Classification and/or Compensation studies, or executive search services, we will provide separate, highly detailed (or shorter bullet-point) proposals with individualized timelines and cost proposals for each.

Let us know if you are interested in any additional services and we will provide our detailed methodology, timelines, staff bios, and rates for those services as well.

**INSURANCE ACKNOWLEDGEMENT**

We will submit and support the levels of coverage shown upon award of a contract for any project.

Workers’ Compensation:	Statutory Limits
Commercial General Liability:	\$2,000,000 per occurrence
Professional Liability (Errors & Omissions):	\$1,000,000 per occurrence
Automobile Insurance:	\$1,000,000 per occurrence

Our insurance broker is Ms. Eileen Hollander, Sr. Account Manager/Commercial Lines, EPIC Insurance Brokers, 2300 Contra Costa Blvd., Suite 375, Pleasant Hill, CA 94523.



**Exhibit A**  
**Human Resources Services Proposal**  
City of Colfax

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*Proposal Signature Page*

Koff & Associates intends to adhere to all of the provisions described above.

This proposal is valid at least for 90 days.

Respectfully submitted,

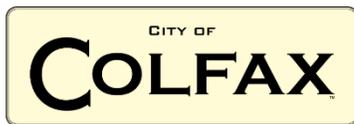
By: **KOFF & ASSOCIATES**  
State of California

A handwritten signature in blue ink that reads "Georg S. Krammer".

**Georg S. Krammer**  
Chief Executive Officer

**July 24, 2020**

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# Staff Report to City Council

## FOR THE AUGUST 12, 2020 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Larry Wing, City Engineer  
**Subject:** Contract Award for Kneeland Street Pavement Rehabilitation Project– Simpson & Simpson Inc. and Budget Amendment

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> ✓	<b>Un-funded:</b>	<b>Amount:</b> \$187,010.70	<b>Fund(s):</b> 365
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2020 authorizing the City Manager to:

1. Award a construction contract to Simpson & Simpson, Inc. in the amount of \$162,618.00 and authorize the City Manager to execute 15% change order in a total amount not to exceed \$187,010.70 for the Kneeland Street Pavement Rehabilitation Project.
2. Approve a General Fund Transfer to the Road Maintenance Fund in the amount of \$20,000.

### Summary/Background

On May 27, 2020 the City Council adopted Resolution 27-2020 accepting the design and specifications and authorizing the City Manager to solicit bids for the construction of the Kneeland Street Pavement Rehabilitation Project. The Request for Bids was released June 26, 2020 and advertised through the Auburn Journal, the City's website, and CIPList.com website. Bid responses were due July 23, 2020. The City received five (5) 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 & Simpson, Inc. determined to be the lowest responsible and responsive bidder in the amount of \$162,616.00. The engineer's estimate was \$165,000.00.

Bidder Name	Bid Amount
Simpson & Simpson, Inc.	\$162,618.00
Central Valley Engineering & Asphalt, Inc.	\$162,998.00
Doug Veerkamp General Engineering	\$165,761.00
Darren Taylor Construction	\$176,658.00
Martin Brothers Construction	\$225,759.50
<b>Engineers Construction Estimate</b>	<b>\$165,000.00</b>

### Fiscal Impact

The estimated final costs/budget for the Kneeland Street Pavement Rehabilitation project are outlined in the chart below.

	Fund 365 - Kneeland Street Project		
	Costs To Date 06/30/2020	Estimate to Complete	Total Revised Budget 07/31/2020
Preliminary Engineering	\$ 35,231	\$ 4,769	\$ 40,000
Underground Construction	\$ 86,325	\$ -	\$ 86,325
Roadway Construction		\$ 187,011	\$ 187,011
Construction Management	\$ 1,820	\$ 21,400	\$ 23,220
Contingency	\$ -	\$ -	\$ -
<b>Total Expenses</b>	<b>\$ 123,376</b>	<b>\$ 213,180</b>	<b>\$ 336,556</b>

The Engineering/Design category includes \$8,600.00 for Giuliani & Kuhl for preliminary design work for Kneeland Street which was previously approved and expended and \$31,400 for GHD Inc. for final engineering design and project management. The \$86,325.00 for Underground Construction was previously approved by the City Council and included all the underground construction associated with the final project. This work was completed by Koslin Construction. The \$162,618.00 for Roadway Construction is for the Simpson & Simpson contract which is the subject of this Council Report, as is the 15% Contingency of \$24,392.70. The \$21,400 is for Construction Management and Inspection by the firm Unico Engineering and is the subject of a separate City Council Report on tonight's Agenda. Total estimated project cost is \$ 336,556.

Funding for Road Maintenance Projects/Pavement Management plan includes the annual SB1 Road and Rehabilitation revenues and a General Fund FY2019-2020 Budget allocation of \$500,000. The total expenditures for the Culver Street Ph. 2 project is estimated at \$251,529 and the total project expenditures for the Kneeland Street Pavement Rehabilitation project is estimated at \$336,556, therefore, the combined projects are over the current estimated funding by the amount of \$18,485. Staff is recommending a General Fund transfer of \$20,000 to the Road Maintenance Fund to cover the contingent expenses.

Road Maintenance Funding - Pavement Management Plan (PMP)					
	Fund	Balance Forward	FY 2020	FY 2021	Total
<b>Funding</b>					
SB1 - Road Maintenance and Rehabilitation	258	\$ 34,263.38	\$ 35,336.95	\$ -	\$ 69,600.33
General Fund - Budget Allocation	100/300	\$ -	\$ 500,000.00	\$ -	\$ 500,000.00
<b>Total Funding</b>		<b>\$ 34,263.38</b>	<b>\$ 535,336.95</b>	<b>\$ -</b>	<b>\$ 569,600.33</b>
<b>Expenditures</b>					
Culver Street - Phase II	357	\$ -	\$ (251,529.43)		\$ (251,529.43)
Kneeland Street Improvements	365		\$ (123,376.00)	\$ (213,180.00)	\$ (336,556.00)
<b>Total Expenditures</b>		<b>\$ -</b>	<b>\$ (374,905.43)</b>	<b>\$ (213,180.00)</b>	<b>\$ (588,085.43)</b>
Fiscal Year Activity		\$ 34,263.38	\$ 160,431.52	\$ (213,180.00)	\$ (18,485.10)
Cumulative Balance		<b>\$ 34,263.38</b>	<b>\$ 194,694.90</b>	<b>\$ (18,485.10)</b>	

Staff is recommending Council authorize the City Manager to award a construction contract to Simpson & Simpson, Inc. based on their cost proposal and authorize the City Manager to execute change orders up to the total budgeted amount for the project. Staff is also recommending a General Fund transfer in the amount of \$20,000 to the Road Maintenance Project Fund.

**Attachments:**

1. Resolution \_\_-2020
2. Contract

# City of Colfax

## City Council

Resolution No \_\_ - 2020

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AUTHORIZING THE CITY MANAGER TO:

1. AWARD A CONSTRUCTION CONTRACT TO SIMPSON & SIMPSON, INC. IN THE AMOUNT OF \$162,618.00 AND AUTHORIZE THE CITY MANAGER TO EXECUTE 15% CHANGE ORDER IN A TOTAL AMOUNT NOT TO EXCEED \$187,010.70 FOR THE KNEELAND STREET PAVEMENT REHABILITATION PROJECT.
  2. APPROVE A GENERAL FUND TRANSFER TO THE ROAD MAINTENANCE FUND IN THE AMOUNT OF \$20,000.
- 

**WHEREAS**, the City released bidding on June 26, 2020 with the project being advertised through the Auburn Journal, the City’s website, and CIPList.com website; and,

**WHEREAS**, on June 30, 2020 the City received five (5) bids where Simpson and Simpson, Inc. was determined to be the lowest responsible and responsive bidder in the amount of \$162,618.00; and,

**WHEREAS**, staff is recommending Council authorize the City Manager to award a construction contract to Simpson & Simpson, Inc. based on their cost proposal and authorize the City Manager to execute change orders up to the total budgeted amount for the project; and

**WHEREAS**, staff is recommending a budget amendment in the amount of \$20,000.

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

1. Award a construction contract to Simpson & Simpson, Inc. in the amount of \$162,618.00 and authorize the City Manager to execute 15% change order in a total amount not to exceed \$187,010.70 for the Kneeland Street Pavement Rehabilitation Project.
2. Approve a General Fund Transfer to the Road Maintenance Fund in the amount of \$20,000.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 12<sup>th</sup> of August 2020 by the following vote of the Council:

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

---

**Marnie Mendoza, Mayor**

**ATTEST:**

---

**Jaclyn Collier, City Clerk**

**Attachment 2****AGREEMENT FOR CONTRACT SERVICES**

THIS AGREEMENT is made and entered into on this **13<sup>th</sup> day of August, 2020** 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

## Attachment 2

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.

**Attachment 2**

- 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.

**Attachment 2**

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.

**Attachment 2****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,

**Attachment 2**

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.

**Attachment 2****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

**Attachment 2**

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

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

**Section 19. Severability.**

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

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

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

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

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

**Section 22. Written Notification.**

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

If to City:	City of Colfax 33 S. Main Street Colfax, CA 95713
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**Attachment 2**

If to Contractor:

Simpson & Simpson, Inc  
P.O. Box 6746  
Newcastle, 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:

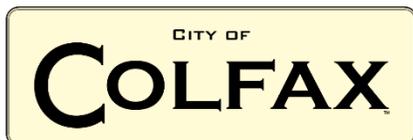
\_\_\_\_\_  
City Attorney

## **EXHIBIT A**

### **SCOPE OF WORK**

The work in general consists of removal of existing roadway section and replacing with asphalt concrete and aggregate base, asphalt concrete dike, concrete curb, gutter and sidewalk, curb ramps, storm drain construction and modification, and resetting existing utilities to grade in compliance with the engineered plans.

Cost to perform the scope of work is not to exceed \$162,618 without prior approval from the City of Colfax.



# Staff Report to City Council

## FOR THE AUGUST 12, 2020 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Larry Wing, City Engineer  
**Subject:** Construction Management and Inspection Services for Kneeland Street Pavement Rehabilitation Project- Unico Engineering

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$21,400.00	<b>Fund(s):</b> 365
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2020 authorizing the City Manager to enter into a consultant services agreement with Unico Engineering for construction management and inspection services on the Kneeland Street Pavement Rehabilitation Project in an amount not to exceed \$21,400.

### Summary/Background

City of Colfax's adopted budget for Fiscal Years 2019-2020 includes for the design and construction of various pavement rehabilitation projects in the community. Kneeland Street Pavement Rehabilitation Project ("The Project") is one of the projects council authorized for construction in the current fiscal year.

On May 27, 2020 the City Council approved the plans and specifications and authorized the Project for competitive bids. The project was publicly bid on June 26, 2020, and bids received on July 30, 2020.

Because the City does not have adequate personnel to complete the construction management services required of the project, the use of a construction management consultant is required. The City's contract City Engineer consultant has these capabilities through their subconsultant Unico Engineering. Unico Engineering provided a scope, schedule, and fee estimate to provide construction inspection and testing services for the Project. Construction management services are generally 10-15% of the construction costs. Staff has reviewed Unico's proposal and fee and finds them acceptable for the construction inspection and testing scope of work and their proposed fee is within the construction management cost range at 13%.

Staff recommends that the City Council authorize the City Manager to execute a consultant services agreement with Unico Engineering for construction management and inspection services for the Kneeland Street Pavement Rehabilitation Project in the amount of \$21,400.

### Fiscal Impacts

The total project is funded Road Maintenance/Pavement Management Plan Funds. The proposed agreement with Unico Engineering is in an amount no to exceed \$21,400.

### Attachments

1. Resolution \_\_-2020
2. Agreement

# City of Colfax

## City Council

Resolution No. \_\_-2020

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**AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSULTANT SERVICES AGREEMENT WITH UNICO ENGINEERING FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE KNEELAND STREET PAVEMENT REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED \$21,400.00.**

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**WHEREAS**, GHD Inc. completed the final design and the City Council on May 27, 2020, approved the plans, specifications, and estimate for the Project and authorized the Project to be advertised for competitive bids; and

**WHEREAS**, the project was advertised for bids on June 26, 2020, and bids were received on July 30, 2020; and

**WHEREAS**, the project will require construction management and inspection services; and

**WHEREAS**, the City has received a proposal from Unico Engineering for construction management services and their proposal fee is within the construction management cost range at 13%.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax authorizes the City Manager to enter into a consultant services agreement with Unico Engineering for construction management and inspection services for the Kneeland Street Pavement Rehabilitation Project in an amount not to exceed \$21,400.00.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 12<sup>th</sup> of August 2020 by the following vote of the Council:

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

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**Marnie Mendoza, Mayor**

**ATTEST:**

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**Jaclyn Collier, City Clerk**

**Attachment 2****AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into on **this 13<sup>th</sup> day of August ,2020** by and between the City\_ of Colfax, a municipal corporation of the State of California ("City") and **Unico Engineering**("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. 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 in an amount not to exceed \$5000. 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

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## Attachment 2

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. 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
-

**Attachment 2**

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 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 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.
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- 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.
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**Attachment 2**

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.
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- 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 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.

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## Attachment 2

### **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.

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.

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## Attachment 2

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

Consultant shall in all respects be an independent contractor and not an agent or employee of City. Consultant has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Consultant shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Consultant 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 Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Consultant 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 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.

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**Attachment 2****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.
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**Attachment 2**

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.

**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:       Unico Engineering  
110 Blue Ravine Road Suite 101  
Folsom, CA 95630

**Attachment 2**

**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

CONSULTANT

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

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



## Exhibit A



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July 22, 2020

Larry Wing, PE  
City Engineer  
City of Colfax  
P.O. Box 702  
Colfax, CA 95713

**Re: Construction Inspection, Submittal Review and Materials Testing for the Kneeland Street Pavement Rehabilitation Project (22 working days)**

Dear Mr. Wing:

Thank you for the opportunity to provide inspection services for the above referenced project. The attached proposal outlines the specific work effort required to meet the goals of your project as we understand them.

Our team is dedicated to partnering with our clients to develop trust-based relationships centered on moving their projects forward. Once we have worked with you to ensure that this proposal meets with your needs, we will meet with you to discuss the tasks to be done and your required schedule for completion. Please don't hesitate to contact me with any questions, or if we can help you further.

Sincerely,

A handwritten signature in blue ink, appearing to read "Cesar Montes de Oca", with a stylized flourish at the end.

Cesar Montes de Oca, PE  
President

## Exhibit A



## PROJECT UNDERSTANDING

Thank you for the opportunity to provide this proposal for inspection, submittal review and materials testing services for the Kneeland Street Pavement Rehabilitation Project. The following proposal outlines the work effort required to perform the services for the project duration of 22 working days.

UNICO will deliver the project in accordance with the project construction documents as well as the other referenced standards. The project consists of removing and replacing degraded asphalt on Kneeland Street between Grass Valley Street and Depot Street, drainage, and concrete improvements.

It is our understanding that the City will be responsible for Resident Engineer and Project Manager duties, and Materials Testing will be provided by Twining as part of our team.

## A. CONSTRUCTION INSPECTION

\$15,900

UNICO will provide full-time inspection for 14 of the 22 working days during construction. The inspector will provide inspection services for the following operations and the associated traffic control: pavement, drainage system installation, concrete work, and the delineation and markings. In addition, the inspector will prepare daily reports and photograph the construction progress.

Deliverables: **Daily Inspection Reports**  
**Construction Photographs**

## B. SUBMITTAL REVIEW

\$2,000

UNICO will review and respond to submittals, including but not limited to shop drawings, product data and product samples. UNICO will track submittals to assure timely review and response to the Contractor, and in accordance with contract specifications.

Deliverables: **Processed Submittals**  
**Submittal Log**

## C. MATERIALS TESTING

\$3,500

Twining's services will be provided on an as-needed basis as requested by the inspector and the City's PM/RE. All materials testing services will be performed by Caltrans certified testers in accordance with the City's QAP. The attached fee estimate includes three visits to the project, one for underground, one for HMA and one for structural concrete with the corresponding lab tests.

Deliverables: **Inspection Reports**  
**Testing Result Reports**

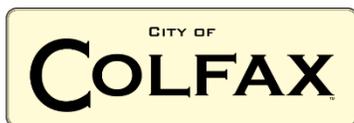
Exhibit A



**TIME AND MATERIALS FEES FOR PROFESSIONAL SERVICES**

A. CONSTRUCTION INSPECTION.....	\$15,900
B. SUBMITTAL REVIEW.....	\$2,000
C. MATERIALS TESTING.....	\$3,500
<b>TOTAL .....</b>	<b>\$21,400</b>

Hourly breakdown attached.



# Staff Report to City Council

## FOR THE AUGUST 12, 2020 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Larry Wing, City Engineer  
**Subject:** Consultant Services Agreement with GHD Inc. for Geotechnical Engineering Observation and Construction Testing Services for the Pond 3 Fissure Repair

*Budget Impact Overview:*

N/A:	Funded: ✓	Un-funded:	Amount: \$28,500	Fund(s): 560 - 695
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**RECOMMENDED ACTION:** Adopt Resolution \_\_ - 2020 Authorizing the City Manager to execute a Consultant Services Agreement with GHD Inc. for Geotechnical Engineering Observation and Construction Testing Services for the Pond 3 Fissure Repair for a Not to Exceed Amount of \$28,500

### Summary/Background

In 2012, the City completed the Pond 3 project at the wastewater treatment plant. Approximately January 23, 2017, in the course of performing routine inspections, City Staff discovered that a portion of the southwesterly bank of Pond 3 had subsided and appeared to be failing. Staff retained the geotechnical firm of Holdrege & Kull (H & K) to prepare a Geotechnical Evaluation of Slope Failure. They submitted their initial report in January 2017 and was subsequently revised in March 2018. They concluded that the failure was relatively shallow and possible repairs could include Soil Nails or Steel Plates.

During this period H & K eventually developed a recommended remediation and cost estimate. This estimate was used to submit an insurance claim which was approved with a \$300,000 partial payment sent to the city for the estimated remediation cost of \$477,000.

Due to internal issues within H & K they were not able to complete the assignment to prepare plans and specifications for the proposed repair. In order to be compliant with Federal requirements for funding, the City was requested to re-advertise for the geotechnical design services. On January 10, 2019, the City Engineer issued the Request for Qualifications soliciting responses from geotechnical firms to peer review H & K's remediation proposal, develop plans, specifications, engineering and engineering support during construction. On January 28, 2019, the firm of Geocon Consultants Inc. was the only firm submitting a proposal. Their contract was approved at the March 13, 2019 City Council meeting. They submitted their report on March 31, 2019 wherein they concurred with the findings of the H & K report, and made recommendations that the repair could be facilitated with the use of in place stabilization of the embankment with plate piles, soil nailing, or some other proprietary system.

In June 2019, with guidance from Geocon, the City advertised a Request for Proposals (RFP) for collaborative design-build services for the stabilization/repair of the Pond 3 embankment. Three responsive proposals were received with the City Council approving a Construction Contract with Engineered Soil Repairs Inc. on October 23, 2019. By the time that the contracts were signed and the bonds received it was mid-November and too late in the construction season to start a project of this magnitude. Therefore, it was decided to postpone the project until 2020 when conditions were more favorable.

Conditions are now more favorable for construction and the contractor will be mobilizing equipment soon to begin the construction in August and complete by November. To monitor the construction, it is necessary to retain an engineering firm with expertise in geotechnical construction inspection capabilities. The City's City

Engineer firm, GHD Inc., has the staff and experience necessary to properly inspect the work. They provided a scope and fee estimate to the City which was reviewed by City staff and found acceptable. Staff is recommending approval of the Consultant Services Agreement.

**Fiscal Impacts**

There are sufficient funds in Fund 560-695 to cover the cost of the proposed geotechnical services in amount not to exceed \$28,500.

**Attachments:**

1. Resolution \_\_ - 2020
2. Consultant Services Agreement

# City of Colfax

## City Council

Resolution No. \_\_-2020

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AUTHORIZE THE CITY MANAGER TO EXECUTE A CONSULTANT SERVICES AGREEMENT WITH GHD INC. FOR GEOTECHNICAL ENGINEERING OBSERVATION AND CONSTRUCTION TESTING SERVICES FOR THE POND 3 FISSURE REPAIR FOR A NOT TO EXCEED AMOUNT OF \$28,500

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**WHEREAS**, in 2012, the City completed the Pond 3 wastewater pond at the wastewater treatment plant and,

**WHEREAS**, in January 2017 City staff observed that a portion of the southwesterly bank of Pond 3 had subsided and appeared to be failing, and,

**WHEREAS**, the City retained the Geotechnical Engineering firm Holdrege & Kull who prepared a Geotechnical Evaluation of Slope Repair which determined that the failure was relatively shallow and possible repairs could include Soil Nails or Steel Plates, and,

**WHEREAS**, due to internal issues within Holdrege & Kull, another Geotechnical firm was retained to finish the project repair assessment, and their findings matched the findings of Holdrege & Kull, and,

**WHEREAS**, in June 2019 the City advertised a Request for Proposals (RFP) for collaborative design-build services for the stabilization/repair of the Pond 3 embankment. Three bids were received with the City Council approving the Construction Contract on October 23, 2019 but construction was delayed to 2020 because of the late fall weather conditions, and,

**WHEREAS**, it is necessary to perform certain geotechnical inspections of the construction. The City has received a proposal from GHD Inc. to accomplish the required construction inspection services which the proposal has been found to be adequate and the fee reasonable for the services provided

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax, authorizes the City Manager to execute a Consultant Services Agreement with GHD Inc. for Geotechnical Engineering Observation and Construction Testing Services for the Pond 3 Fissure Repair for a not to exceed fee of \$28,500.00.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 12<sup>th</sup> day of August 2020 by the following vote of the Council:

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

**ATTEST:**

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**Marnie Mendoza, Mayor**

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**Jaclyn Collier, City Clerk**

**Attachment 2****AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into on this 13<sup>th</sup> day of **August, 2020** by and between the City of Colfax, a municipal corporation of the State of California ("City") and **GHD Inc.** ("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,

**Attachment 2**

- 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.

**Attachment 2****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 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 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

**Attachment 2**

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. 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, 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 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, 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

## **Attachment 2**

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 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.

## Attachment 2

### **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.

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 agent or employee of City. Consultant has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Consultant shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Consultant 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 Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Consultant 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 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

## **Attachment 2**

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

**Attachment 2**

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.

## Attachment 2

### **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.

### **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:            GHD Inc.  
    4080 Plaza Goldorado Circle, Suite B  
    Cameron Park, CA 95682

### **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.

**Attachment 2**

**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

CONSULTANT

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Wes Heathcock

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

Title: City Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

## Exhibit A



July 21, 2020

Mr. Wes Heathcock, City Manager  
City of Colfax  
33 South Main Street  
Colfax, CA 957131

Dear Mr. Heathcock,

**Re: Proposal for Geotechnical Engineering Observation and Construction Testing Services**

Based on the Consultant Services Agreement with the City of Colfax, GHD is pleased to submit this cost proposal to perform geotechnical engineering observation and construction testing services for the Pond 3 Embankment Repair project at the City of Colfax Wastewater Treatment Plant (WWTP) in Colfax, California.

Construction of the project is expected to begin August 2020. Observation and testing services will be performed during the installation of plate piles for stabilizing the distressed embankment slope at Pond 3. The duration of the project is expected to exist approximately six weeks. During construction operations GHD will conduct periodic observation and testing during installation of the pile structures, material sampling and testing during grout placement and testing during grading operations. Based on our understanding of the project the scope of our services will consist of:

- Reviewing submitted design-build construction plans and specifications
- Observation of the pre-drilled pilot holes verifying minimum embedment depths and ensure competency of the subsurface material
- Observation during plate pile installation, verifying and recording embedment depth, pile spacing and general plumbness
- During grout backfilling, observe material placement, complete field sampling and conduct compressive strength testing on collected samples to verify required strength.
- Observe earthwork grading operation and perform soil compaction testing on proposed fill placement and aggregate base (AB) material.
- Provide a final report summarizing construction activities and installation of the proposed improvements and affirming project is completed in conformance with approved design-build submittal.

The services provided in our scope is on a time-and-material basis for an estimated fee not to exceed \$28,500. In the event unforeseen conditions are encountered or if delays or circumstances beyond our control, we will notify you immediately to provide adjustments to the scope of services and/or project fees.

## Exhibit A

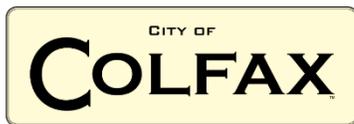


Thank you for the opportunity to submit this fee proposal. We believe it is fully responsive to your needs. Should you have any questions relating to the contents of this proposal or require additional information, please contact our office at your convenience.

Best Regards,  
GHD

A handwritten signature in blue ink, appearing to read "Eric S. Smith". The signature is fluid and cursive, with the first and last names being more prominent.

Eric S. Smith, PE  
Project Geotechnical Engineer  
(530) 350-0387



# Staff Report to City Council

## FOR THE AUGUST 12, 2020 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Larry Wing, City Engineer  
**Subject:** Contract Award with Simpson and Simpson, Inc. for the McLaughlin Storm Drain Easement Improvements

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$28,543.20	<b>Fund(s):</b> 250
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2020 authorizing the City Manager to award a construction contract to Simpson & Simpson, Inc. in the amount of \$23,786.00 and authorize the City Manager to execute 20% change order in a total amount not to exceed \$28,543.20 for the Construction of approximately Twenty (20) Lineal Feet of Storm Drain Pipe on John McLaughlin Property and approximately Thirty (30) Lineal Feet of Keystone Block Retaining Wall in the right-of-way of Depot Street.

### Summary/Background

In November 2003, Parcel Map Book 31, Page 104 was recorded which split property owned by John McLaughlin into two properties, one of them with access from Depot Street and the other with access from Grass Valley St. through a private access easement. On this Parcel Map, Mr. McLaughlin offered for dedication a Storm Drain Easement. In the acceptance statement from the Mayor at the time, the words “for Recording Only” were written in as part of the statement. This created a cloud on the easement wherein it is not certain that the Easement is valid.

To correct this issue, the City has been working with Mr. McLaughlin to create a process wherein the Storm Drain Easement can be perfected and accepted by the City. As part of the process, the City staff has agreed to accomplish two items. First, there is approximately 20-lineal feet of existing storm drain pipe on Mr. McLaughlin’s that needs to be replaced as the pipeline ties into the storm drain system built by the adjacent Shadow Wood Subdivision. Second, in City right-of-way of Depot Street adjacent to Mr. McLaughlin’s property, there is approximately 30-lineal feet of an existing retaining wall built from railroad ties that is failing. The City is proposing to replace this failing retaining wall with a more permanent Keystone Block retaining wall.

Simpson & Simpson, Inc. provided their Cost Proposal on July 30<sup>th</sup> in the amount of \$23,768.00. Staff has reviewed the Cost Proposal and finds the cost reasonable for the type and extent of work being proposed. Therefore, staff is recommending Council authorize the City Manager to award a construction contract to Simpson & Simpson, Inc. based on their cost proposal and authorize the City Manager to execute change orders up to the total budgeted amount for the project.

After the improvements have been satisfactorily constructed and accepted, staff will bring a Staff Report to the City Council for the Council to formally accept the Storm Drain Easement.

### Attachments:

1. Resolution \_\_-2020
2. Contract

# City of Colfax

## City Council

Resolution No. \_\_ - 2020

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AUTHORIZING THE CITY MANAGER TO AWARD A CONSTRUCTION CONTRACT TO SIMPSON & SIMPSON, INC. IN THE AMOUNT OF \$23,786.00 AND AUTHORIZE THE CITY MANAGER TO EXECUTE 20% CHANGE ORDER IN A TOTAL AMOUNT NOT TO EXCEED \$28,543.00 FOR THE CONSTRUCTION OF APPROXIMATELY TWENTY (20) LINEAL FEET OF STORM DRAIN PIPE ON JOHN MCLAUGHLIN PROPERTY AND APPROXIMATELY THIRTY (30) LINEAL FEET OF KEYSTONE BLOCK RETAINING WALL IN THE RIGHT-OF-WAY OF DEPOT STREET

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**WHEREAS**, In November 2003, Parcel Map Book 31, Page 104 was recorded and included a Storm Drain Easement to the City; and

**WHEREAS**, in the Mayor’s Statement of Acceptance of the Storm Drain Easement the words “for Recording Only” were handwritten in and placed a cloud on the Easement as to whether or not it was valid; and

**WHEREAS**, the City desires to have this Storm Drain Easement perfected and Staff has worked out a tentative agreement wherein the property owner will allow the City to enter and construct a failed section of existing storm drain pipe; and

**WHEREAS**, staff is recommending replacing a failed section of railroad tie retaining wall in the right-of-way of Depot Street with Keystone Block retaining wall and 20- lineal feet of existing storm drain pipe.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax authorizes the City Manager to award a construction contract to Simpson & Simpson, Inc. in the amount of \$23,786.00 and authorize the City Manager to execute 20% change order in a total amount not to exceed \$28,543.20 for the construction of twenty (20) lineal feet (plus or minus) of storm drain pipe on John McLaughlin property, and approximately thirty (30) lineal feet (plus or minus) of Keystone Block retaining wall in the right-of-way of Depot Street.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 12<sup>th</sup> of August 2020 by the following vote of the Council:

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

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**Marnie Mendoza, Mayor**

**ATTEST:**

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**Jaclyn Collier, City Clerk**

**Attachment 2****AGREEMENT FOR CONTRACT SERVICES**

THIS AGREEMENT is made and entered into on this **13<sup>th</sup> day of August, 2020** 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

## Attachment 2

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.

**Attachment 2**

- 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.

**Attachment 2**

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.

## **Attachment 2**

### **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,

## **Attachment 2**

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.

## Attachment 2

### **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



**Attachment 2**

If to Contractor:

Simpson & Simpson, Inc  
P.O. Box 6746  
Newcastle, 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

Exhibit A

**PROPOSAL AND CONTRACT**  
**Simpson & Simpson inc.**  
Since 1948

License ;A-184056  
Tel: 530-885-4354

PO BOX 6746 Auburn Ca 95604  
10001 Ophir Road Newcastle Ca 95658

.City Of Colfax  
.PO BOX 702  
.Colfax Ca 95713

.786-6001                      .7/30/20  
Job location: Depot Street  
chris.clardy@colfax-ca.gov

Circle options as desired

Total payable amount is due at completion of job

Proposal prepared by: *Steve Simpson*

This proposal may be withdrawn by us if not accepted in: 10 days

**We propose to hereby furnish material and labor complete in accordance with below specifications.  
Quote expires:8/30/20 To better see how its done, check out our web site: www.simpsonpaving.com**

**Depot Street retaining wall**

**Excavation and wall**

- Create a 3.5' wide shelf along the length of the proposed new wall to allow for work to take place.
- Dig 12" deep X 18" wide trench in the center of shelf, leaving 12" in front of trench to allow for placement of wall.
- Wet set base row of blocks in 4" concrete.
- Install 4" perforated drain line behind wall and cover with sleeve.
- Install amount of geogrid fabric recommended by Basalite Standard Engineering
- Back fill wall with 12" of drain rock.
- Install 249 sqft of Basalite Geowall Pro Gray Retaining wall.
- Back fill to top with dirt. ....\$19,888.00

Here are the measurements I took for the wall:  
3' to 5' tall X 21' = 84 sqft  
5' to 6' tall X 30' = 165 sqft

**Based on prevailing wage.**

Terms and Conditions

Job to be done weather and schedule permitting  
No guarantee against damage caused by weather conditions.

**Re landscaping, erosion control, permits, engineering not included**

***Acceptance of proposal***

All material is guaranteed to be as specified. All work to be completed  
in a workman like manner according to standard practices.  
Our workers are fully covered by worker's compensation insurance.

Signature \_\_\_\_\_

Date of acceptance \_\_\_\_\_

Exhibit A

**PROPOSAL AND CONTRACT**  
**Simpson & Simpson inc.**  
Since 1948

License ;A-184056  
Tel: 530-885-4354

PO BOX 6746 Auburn Ca 95604  
10001 Ophir Road Newcastle Ca 95658

.City Of Colfax  
.PO BOX 702  
.Colfax Ca 95713

.786-6001                      .7/30/20  
Job location: Shadow Wood Place  
engineering@colfax-ca.gov

Circle options as desired

Total payable amount is due at completion of job

Proposal prepared by: *Steve Simpson*

This proposal may be withdrawn by us if not accepted in: 10 days

**We propose to hereby furnish material and labor complete in accordance with below specifications.**  
**Quote expires:8/30/20 To better see how its done, check out our web site: www.simpsonpaving.com**

**Shadow Wood Place: Off site storm drain connection**

Excavate between existing drain inlet and existing storm drain pipe.  
Install 20' to max 40' of 12" HDPE culvert and connect into lower drain box.  
Back fill with existing on site material.....\$3898.00

**Based on prevailing wage.**

Terms and Conditions

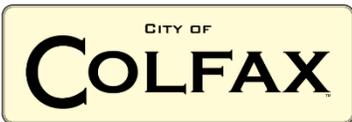
Job to be done weather and schedule permitting  
No guarantee against damage caused by weather conditions.  
Re landscaping, erosion control, permits, engineering not included

***Acceptance of proposal***

All material is guaranteed to be as specified. All work to be completed  
in a workman like manner according to standard practices.  
Our workers are fully covered by worker's compensation insurance.

Signature \_\_\_\_\_

Date of acceptance \_\_\_\_\_



# Staff Report to City Council

## FOR THE AUGUST 12, 2020 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Larry Wing, City Engineer  
**Subject:** Culver Street Pavement Rehabilitation Project – Phase 2– Notice of Completion

*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:** Adopt Resolution \_\_-2020 accepting the Culver Street Pavement Rehabilitation Project – Phase 2 as complete and authorizing the recording of the notice of completion.

**Summary/Background**

On May 27, 2020 the City Council approved Resolution 25-2020 authorizing the City Manager to:

1. Award a construction contract to Doug Veerkamp Engineering in the amount of \$193,042.08 and authorize the City Manager to execute change orders up to the amended budget.
2. Adopt the total project budget for the Culver Street Pavement Rehabilitation Project – Phase 2 in the amount of \$265,198.29.

Final inspection of the project was performed on July 17, 2020. Staff has determined that the work performed by Doug Veerkamp General Engineering is complete and in conformance with the contract terms. The project included three City Change Orders (CCO) as described below:

- CCO #1 - \$1,535.75
  - Investigate conflict of proposed storm drain pipeline with existing water line:
- CCO #2 - \$1,375.94
  - Remove and replace existing sidewalks at Quinn’s Lane.
- CCO #3 - \$1,222.35
  - Construct additional AC Dike at the east side of Culver Street.

Staff recommends that the City Council adopt a Resolution accepting the Culver Street Pavement Rehabilitation Project – Phase 2 as complete and authorize the City Clerk to file a Notice of Completion with the Placer County Recorder.

**Fiscal Impacts**

Total final costs for the project are reflected in the chart below.

	<b>Fund 357 - Culver Street Phase II Repair</b>		
	Final Costs	Budget	Balance
Engineering/Design	\$ 31,773.31	\$ 30,272.00	\$ (1,501.31)
Construction (w/contingency)	\$ 197,176.12	\$ 212,346.29	\$ 15,170.17
Construction Management	\$ 18,400.00	\$ 22,580.00	\$ 4,180.00
<b>Total Expenses</b>	<b>\$ 247,349.43</b>	<b>\$ 265,198.29</b>	<b>\$ 17,848.86</b>
<b>Road Maintenance Funding</b>	\$ 251,500.00		
<b>Balance Remaining</b>	\$ 4,150.57		

Overall the project completed at \$17,848.86 under final approved budget (with construction contingency) and \$4,150.57 under allocated Road Maintenance funding.

**Attachments:**

1. Resolution \_\_-2020
2. Notice of Completion

# City of Colfax

## City Council

Resolution No. \_\_-2020

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ACCEPTING THE CULVER STREET PAVEMENT REHABILITATION PROJECT – PHASE 2 AS COMPLETE AND AUTHORIZING THE RECORDING OF THE NOTICE OF COMPLETION.

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**WHEREAS**, On May 27, 2020 the City Council approved Resolution 25-2020 authorizing the City Manager to:

1. Award a construction contract to Doug Veerkamp Engineering in the amount of \$193,042.08 and authorize the City Manager to execute change orders up to the amended budget.
2. Adopt the total project budget for the Culver Street Pavement Rehabilitation Project – Phase II in the amount of \$265,198.29; and,

**WHEREAS**, staff has determined that the work performed by Doug Veerkamp General Engineering is complete and in conformance with the contract terms; and,

**WHEREAS**, overall, the project completed at \$17,848.86 under final approved budget (with construction contingency) and \$4,150.57 under allocated Road Maintenance funding.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax, accepts the Culver Street Pavement Rehabilitation Project – Phase 2 as complete and authorizes the recording of the notice of completion.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 12<sup>th</sup> day of August 2020 by the following vote of the Council:

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

**ATTEST:**

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**Marnie Mendoza, Mayor**

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**Jaclyn Collier, City Clerk**

Recording Request by:

**City of Colfax**

When recorded return to:

**CITY OF COLFAX  
PO BOX 702  
COLFAX, CA 95713**

No Fee Per Gov. Code 27383

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN pursuant to California Civil Code §9204 that Doug Veerkamp General Engineering Inc., 2585 Cold Springs Road, Placerville, CA 95667 performed and completed for the City of Colfax the following contract, Culver Street Pavement Rehabilitation Phase 2 which consisted removal of existing roadway section and driveway section and replacing both with asphalt concrete and paving fabric, asphalt concrete dike, storm drain construction and modification, and resetting existing utilities to grade., all within the Corporate City Limits of the City of Colfax (the "Project"). The owner of the Project and property is the City of Colfax at the above address. The Project was completed in accordance with the Project Plans and Specifications on July 17, 2020.

Verification: I, Wes Heathcock, depose and say: I am the City Manager of the City of Colfax, the Owner identified in this Notice of Completion. I have read this notice of completion and know the contents thereof. The same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August \_\_\_\_, 2020 at Colfax, California.

City of Colfax

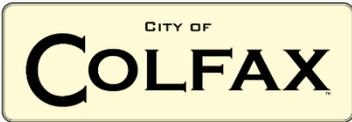
\_\_\_\_\_  
Wes Heathcock, City Manager

State of California  
County of Placer

On August \_\_\_\_, 2020 before me, Shanna Stahl, Accounting Technician, personally appeared Wes Heathcock who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Shanna Stahl, City Accounting Technician



# Staff Report to City Council

## FOR THE AUGUST 12, 2020 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
**Subject:** CDBG Grant Administration and Labor Compliance Professional Service Agreement – Adams Ashby Group Inc.

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$500,000	<b>Fund(s):</b> 100-120
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**RECOMMENDED ACTION:** Discuss and consider adopting Resolution \_\_-2020 authorizing the City Manager to execute a Professional Services Agreement with Adams Ashby Group, Inc. providing Grant Writing, Administration and Implementation services for State and Federal Grant Programs in an amount not to exceed \$500,000 for a 5-year term.

**Summary/Background**

On May 19, 2020, the City of Colfax issued a Request for Proposals to provide services to the City of Colfax related to Community Development Block Grant and Other State and Federal funding programs including Administration and Labor Standards Compliance Services (State Prevailing Wage and Davis Bacon Compliance). Proposals were due no later than June 9, 2020. Staff received a total of 2 responses; Contractor Compliance and Monitoring, Inc. and Adams Ashby Group. Adams Ashby Group, Inc. proposal was reviewed and found to provide the necessary qualifications, references, and costs were within the standards of services as evidenced by the cost reasonable analysis conducted by staff. This analysis was based on previous consultant costs and review of other local contracts issued for similar services. Adams Ashby Group, Inc. was the selected response and was notified on June 29, 2020.

Current applications and applications under development may include the following:

Type of Application	Funding Amount
CDBG-CV1 (COVID Funding)	\$60,224
CDBG General Allocation (OTC)	\$3,500,000
HOME Funding	\$500,000

**Fiscal Impacts**

The contract is a term not to exceed 5 years with a maximum of \$500,000 during the 5-year term, unless authorized. All costs to perform the work outlined in the proposal will be funded through awarded grant funds excluding costs for applications. Costs of Applications range between \$2,500 and \$15,000 based on the funding program. See Exhibit B in Professional Services Agreement.

**Attachments:**

1. Resolution \_\_-2020
2. Adams Ashby Group, Inc. Agreement

# City of Colfax

## City Council

Resolution No. \_\_-2020

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AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ADAMS ASHBY GROUP, INC. PROVIDING GRANT WRITING, ADMINISTRATION AND IMPLEMENTATION SERVICES FOR STATE AND FEDERAL GRANT PROGRAMS IN AN AMOUNT NOT TO EXCEED \$500,000 FOR A 5-YEAR TERM.

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**WHEREAS**, On May 19, 2020, the City of Colfax issued a Request for Proposals to provide services to the City of Colfax related to Community Development Block Grant and Other State and Federal funding programs including Administration and Labor Standards Compliance Services (State Prevailing Wage and Davis Bacon Compliance); and,

**WHEREAS**, staff received a total of 2 responses; Contractor Compliance and Monitoring, Inc. and Adams Ashby Group; and,

**WHEREAS**, Adams Ashby Group, Inc. proposal was reviewed and found to provide the necessary qualifications, references, and costs were within the standards of services as evidenced by the cost reasonable analysis conducted by staff; and,

**WHEREAS**, all costs to perform the work outlined in the proposal will be funded through awarded grant funds excluding costs for applications.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax authorizes the City Manager to execute a Professional Services Agreement with Adams Ashby Group, Inc. providing Grant Writing, Administration and Implementation services for State and Federal Grant Programs in an amount not to exceed \$500,000 for a 5-year term.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 12<sup>th</sup> of August 2020 by the following vote of the Council:

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

**ATTEST:**

---

**Marnie Mendoza, Mayor**

---

**Jaelyn Collier, City Clerk**

**PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES**

City of Colfax / Adams Ashby Group, Inc.

**1. IDENTIFICATION**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into as of the last date indicated below by and between the City of Colfax, a California municipal corporation (“City”), and Adams Ashby Group, Inc., a California Corporation (“Consultant”) (collectively, “parties”).

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: Administrative and Labor Compliance support services for state and federal awards, including but not limited to HOME, CDBG, USDA and other sources as applicable during the term of this contract.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

**3. DEFINITIONS**

- 3.1 “Scope of Services” means such professional services as are set forth in Consultant’s proposal submitted to City attached hereto as “Exhibit A” and fully incorporated herein by this reference.
- 3.2 “Approved Fee Schedule” means such compensation rates as are set forth in Consultant’s proposal submitted and fee schedule provided to City attached hereto as “Exhibit B” and fully incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.3 “Commencement Date” means July 1<sup>st</sup>, 2020.
- 3.4 “Termination Date” means June 30, 2025.
- 3.5 “City Agreement Administrator” means City Manager.
- 3.6 “Consultant Project Administrator” means Lorie Adams.

#### 4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended in writing by mutual agreement of the parties or terminated earlier in accordance with Section 18 (“Termination”) below.

#### 5. CONSULTANT’S SERVICES

- 5.1 Time is of the essence in Consultant’s performance of services under this Agreement.
- 5.2 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of five hundred thousand dollars (\$500,000) unless specifically approved in advance and in writing by City. Consultant shall notify the City Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the maximum amount payable above.
- 5.3 Consultant shall perform all work to the highest standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*) and other Grant Provisions .
- 5.4 Consultant represents that it has advised City in writing prior to the date of signing this Agreement of any known relationships with third parties, City Council Members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

Professional Services Agreement  
*City of Colfax / Adams Ashby Group, Inc.*

- 5.5 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.6 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Lorie Adams shall be the Consultant Project Administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No other person shall serve as Consultant Project Administrator without City's prior written consent.
- 5.7 This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 5.8 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the City Agreement Administrator and their billing rates identified in the Approved Fee Schedule, Exhibit B. City shall pay Consultant for work performed by its subconsultants (including labor) as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.
- 5.9 Consultant shall notify the City Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.
- 5.10 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.

**6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable above, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be submitted in accordance with the Approved Fee Schedule, Exhibit B. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law.
- 6.3 The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 6.4 Payments for any services requested by City and not included in the Scope of Services may be made to Consultant by City on a time-and-materials basis pursuant to the Approved Fee Schedule and without amendment of this Agreement, so long as such payment does not cause the maximum amount payable above to be exceeded.

**7. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

**8. RELATIONSHIP OF PARTIES**

- 8.1 Consultant is and shall at all times remain as to City in all respects, a wholly independent contractor and not an employee or agent of the City.
  - 8.1.1 Consultant has and shall retain the right to exercise full control and supervision over the manner, means and methods of performing Consultant’s services under this Agreement and shall be free from the City’s control and direction in connection with the performance of Consultant’s services both under this Agreement and in fact.

Professional Services Agreement  
*City of Colfax / Adams Ashby Group, Inc.*

- 8.1.2 Consultant and the City understand and agree that Consultant's services under this Agreement are outside the scope and course of the City's usual course of business and that Consultant is engaged in an independently established trade, occupation or business of the same nature as that involved in providing Consultant's services under this Agreement.
- 8.1.3 Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees or agents of City.
- 8.1.4 Under no circumstances shall Consultant look to the City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation, and other applicable federal and state taxes.

## **9. AGREEMENT ADMINISTRATOR**

In performing services under this Agreement, Consultant shall coordinate all contact with City through its City Agreement Administrator. City reserves the right to change this designation upon written notice to Consultant. All services under this Agreement shall be performed at the request of the City Agreement Administrator, who will establish the timetable for completion of services and any interim milestones.

## **10. INDEMNIFICATION**

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this

Professional Services Agreement  
City of Colfax / Adams Ashby Group, Inc.

Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other expenses of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 of this Agreement and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 of this Agreement are not limited by the provisions of any workers' compensation or similar statute. Consultant expressly waives its statutory immunity under such statutes as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in Section 10 of this Agreement from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

Professional Services Agreement  
*City of Colfax / Adams Ashby Group, Inc.*

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.
- 10.7 In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 10.8 Notwithstanding any federal, state, or local policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

## **11. INSURANCE**

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement.
- 11.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured.
- 11.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:
- 11.3.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent

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- consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.3.3 Worker's Compensation insurance if and as required by the laws of the State of California.
- 11.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the City Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants in his or her sole discretion.
- 11.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.6 Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.
- 11.7 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming City and its officers, employees, agents and volunteers as Additional Insureds. Prior to commencement of work under this Agreement, Consultant shall file with City's Risk Manager such certificate(s) and Forms CG 20 10 07 04 and CG 20 37 07 04 or the substantial equivalent showing City as an Additional Insured.
- 11.8 Consultant shall provide proof that policies of insurance required by this Agreement expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this

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Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

- 11.10 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.12 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.13 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.
- 11.14 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City.
  - 11.14.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.
  - 11.14.2 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.
- 11.15 City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

## 12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 If any claim, action, or proceeding is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim, action, or proceeding.

### **13. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

### **14. RECORDS AND INSPECTIONS**

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

### **15. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

### **16. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during

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Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City Manager  
City of Colfax  
P.O. Box 702  
Colfax, CA  
530-346-2313

If to Consultant:

Lorie Adams  
Adams Ashby Group  
770 L Street, Suite 950  
Sacramento, CA 95814  
Telephone: (916) 449-3944

**17. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 10, Section 13, Paragraph 12.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

**18. TERMINATION**

18.1 City may terminate this Agreement for any reason on five calendar days’ written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days’ written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be promptly returned to City upon the termination or expiration of this Agreement.

18.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement as provided in Section 5.2 above and as otherwise provided in this Agreement.

**19. GENERAL PROVISIONS** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City’s prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

19.2. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed,

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religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

- 19.3. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 19.4. The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party to be charged with the waiver.
- 19.5. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 19.6. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. The venue for any litigation shall be Placer County, California and Consultant hereby consents to jurisdiction in Placer County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 19.7. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or

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unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 19.8. This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 19.9. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on behalf of the City and Consultant.
- 19.10. Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training, Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

**“City”**

**“Consultant”**

**Adams Ashby Group, Inc.**

By \_\_\_\_\_  
*Wes Heathcock City Manager*

By: \_\_\_\_\_  
*Lorie Ann Adams, Principal*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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Attest:

By \_\_\_\_\_  
- Jaclyn Collier, *City Clerk*

Date: \_\_\_\_\_

Approved as to form:

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

Date: \_\_\_\_\_

**“EXHIBIT A”  
SCOPE OF WORK**

As outlined in the Request for Proposal, the City of Colfax is seeking general administration for administration and implementation of funding including future awards which includes Labor Compliance activities.

**Proposed Scope of Work**

As outlined in the Request for Proposal, the City of Colfax is seeking a scope of work that is not related to a specific project but for overall administration and implementation of funding provided by CDBG and HOME programs offered through the State of California Department of Housing and Community Development (HCD) and other sources.

**Application**

The current application schedule for CDBG and HOME programs are as follows (dates provided are anticipated dates based on current information provided by HCD):

<b>Grant Program</b>	<b>Type of Application</b>	<b>Due Date Anticipated</b>
CDBG Program	CARES Act Funding (COVID)	July 2021
CDBG Program	Over the Counter – Project	Current program through September 2020; next round due February 2021 – September 2021
CDBG Program	General Programs	April 2021

Based on the outline above – preparation for the release of the Notice of Funding Availability (NOFA) is crucial to the application process. Creating a plan and conducting outreach, public meetings, and public hearings are the focus of the process and one that is being weighted and reviewed by CDBG. No longer are the one or two public hearings enough to satisfy the public outreach process. The new Citizen Participation requirements seek a more robust documented plan be implemented, documented, and practiced ensuring community engagement at the highest level.

The above process will set share and gather information on target projects and provide education to the stakeholders and community members. A list of projects and priorities can be established to help guide the application process and establish a project list to help guide the decisions moving forward.

The Adams Ashby Group, Inc. team works closely with your staff to develop and implement this process. This includes developing the LEP, Citizens Participation Plan, implementation schedule, attending outreach meetings to provide training and education to the CDBG programs, conducting workshops with community, stakeholders, city staff, Council and others, collecting the data and providing a project list that qualify for the funding sources. The next step is to work with the staff and Council on which projects will provide applications and when – once determined, applications get underway!

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## Administration

Grant administration begins well before a contract is ever issued for the grant award. The work performed and outlined under the Application scope provided on the previous page is required as part of the Administration file. Knowing this and what needs to be preserved is critical in meeting the monitoring and audit processes of all programs. Once funds are under contract and City has received final approval from the program, the following process is underway:

### 1. CDBG General Administration:

- Public Meetings/Public Hearings
- Clearance of General and Special Conditions
- Environmental Processes/Clearances
- Procurement assistance
- Program Reporting
- Coordinate with Staff on Fiscal Requirements and Records
- Public File
- Communication with State
- Contract Revisions as required
- Regulation Compliance
- Prepare grant files for audit
- Attend audit if one is conducted

### 2. Project Implementation:

- Bid and procurement oversight
- Labor Compliance Implementation and Review
  - Review/Obtain DIR and DOL wage rates and classifications for job
  - Conduct craft matching process and provide highest wage rate for payment to contractor/City for CDBG review
  - Provide all required language for bid package and review all bid documents before publication
  - Verifying Contractor and Sub contractor Eligibility
  - Conduct Pre-Bid and Pre-Construction conference meeting and provide labor compliance job handbooks; Conduct training for Contractor and Subs
  - Communicate and coordinate with General Contractor to obtain all certificates and authorization documents for general and subs;
  - Obtain Apprenticeship Program Certifications and Registration for General Contractor and all subs; This includes DIR and DOL Certifications and wage rates
  - Complete all required reports to CDBG;
  - Maintain project file in compliance with funding sources;
  - Payroll Reviews and Statement of Compliance
  - Obtain and review weekly certified payrolls
  - Obtain and maintain all required reporting documents for the funding sources
  - Ensure compliance prior to payment

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- Review construction logs and compare to payrolls submitted for compliance
- Review interview data and compare to payrolls submitted
- Verify Bona Fide Fringe Benefit plans and CAC payments
- Reporting Documents
- Section 3 Reports and data collection
- Prepare Semi Annual Labor Standards Enforcement Reports
- Final Wage Compliance Report
- Employee Interviews
- Conduct employee interviews as needed
- Mail interviews will also be used to collect trade/wage data from employees
  
- Project Administration Management
  - Review Funds Request
  - Prepare Draw Requests
  - Management of Timelines/Milestones
  - Review contract revisions/prepare
  - Economic Development Payroll reviews/Reports
  -

**3. Program Implementation:**

- Sub-recipient management
- Sub-recipient training
- Sub-recipient monitoring
- Reimbursement processing/Funds Requests
- Development of Grant Management Manual

**Communication**

With any grant program or project, it is critical to have strong coordination and clear communication between City, program/project staff and state/federal agencies. As your consultant, we will ensure that all parties involved will be clear of project logistics, tasks, responsibilities, and timelines.

Additionally, our team has developed strong relationships with many state and federal agencies throughout our professional careers. Having this background, will provide the City with an expertise of the intricacies of each program allowing for smoother projects and a bridge for communication should unforeseeable issues arise.

**“EXHIBIT B”  
APPROVED FEE SCHEDULE**

**Cost Proposal**

As the City has not formally received the State contract, we are providing an outline of our hourly rates and standard percentage cost based on the expected contract(s). Our contracts are flat rate - not to exceed contracts based on application total(s) and percentages are outlined below. Work completed outside of a grant contract is billed hourly based on the rates provided.

<b>2020 Cost Schedule</b>	<b>Hourly Rate</b>
Principal	\$125.00
Support Staff	\$85.00

<b>CDBG</b>	<b>Proposed Cost</b>
CARES Act General Administration	12% of Contract total
General Administration (Standard Contract)	6% of Contract total
Labor Compliance	2-5% of project total based on size of project and number of subcontractors

We would charge a flat rate monthly billing for the period of the project schedule. If additional work is requested or required outside the contract scope or if additional time is added that expands a project scope, it would be billed on a Time and Materials basis using the above hourly rate schedule provided above - no travel or additional charges are being proposed. All costs are included in the amounts provided in the cost proposal and hourly rate.

**“EXHIBIT B”**  
**APPROVED FEE SCHEDULE**

Department of Housing and Community Development Required Contract Language

For this Exhibit, the term “contractor” is defined as a party to a signed contract.

**FEDERAL TERMS AND CONDITIONS:**

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to the following:

**AFFIRMATIVE ACTION:**

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). CITY hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses encouraged to apply.

**SECTION 3:**

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

**NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**EQUAL OPPORTUNITY:**

During the performance of this Contract, the Contractor agrees as follows:

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1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City Setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will *be* binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

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9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
  
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided*, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
  
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
  
12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:**

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

**INSURANCE:**

Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.

**DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e):**

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The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include:
  - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
  - v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

**COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874):**

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

**COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS:**

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

**COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330):**

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

**REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:**

All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

**REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:**

The City, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

**COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:**

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Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

**COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (Pub. L. 94-163, 89 Stat. 871):**

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163,89 Stat. 871).

**D/MBE/WBE IMPLEMENTATION GUIDELINES:**

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority- focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.
6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: <http://www.dot.ca.gov/hq/bep>, or via mail at: D/M/WBE Listing for County, CalTrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

**AUDIT, RETENTION AND INSPECTION OF RECORDS:**

The Contractor agrees that the City, the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the City, the Department of Housing and Community Development, the

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Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement or the resolution of any audit or lawsuit, whichever is later, and that on or before the end of the five (5) year audit/retention period, the Consultant shall release and deliver to the City all original records and related documentation.