



CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA



MAYOR JOE FATULA • MAYOR PRO TEM MARNIE MENDOZA
COUNCILMEMBERS • KIM DOUGLASS • SEAN LOMEN • TRINITY BURRUSS

REGULAR MEETING AGENDA

March 13, 2019

Regular Session 7:00 PM

1. CALL TO ORDER

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

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

RECOMMENDED ACTION: By motion, accept the agenda as presented or amended.

2. CONSENT CALENDAR

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

RECOMMENDED ACTION: Approve Consent Calendar

2A. Minutes – Regular meeting February 27, 2019

Recommendation: Approve the Minutes of the Regular Meeting of February 27, 2019.

2B. Rising Sun Road Pavement Resurfacing Project – Notice of Completion

Recommendation: Adopt Resolution 07-2019 a resolution of the City Council of the City of Colfax accepting the 2018 Rising Sun Road Pavement Resurfacing Project as complete and authorizing the recording of the Notice of Completion.

3. PUBLIC COMMENT

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

4. COUNCIL, STAFF AND OTHER REPORTS

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

4A. Committee Reports and Colfax Informational Items - All Councilmembers

4B. City Operations Update – City staff

4C. Additional Reports – Agency partners



5. COUNCIL BUSINESS

5A. Agreement for Geotechnical Services for Pond 3 Embankment Fissure

Staff Presentation: Wes Heathcock, City Manager

Recommendation: Discuss and consider adopting Resolution 08-2019 authorizing the City Manager to enter into a consultant services agreement with Geocon Consultants, Inc. for Geotechnical Engineering Services for the Wastewater Treatment Plant Pond 3 Embankment Fissure in an amount not to exceed \$30,000.

6. GOOD OF THE ORDER - INFORMAL COUNCIL STATEMENTS REGARDING THE BUSINESS OF THE CITY

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

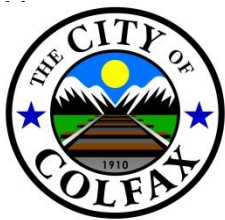
7. ADJOURNMENT

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


Lorraine Cassidy, City Clerk

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





City of Colfax
City Council Minutes
Regular Meeting of Wednesday, February 27, 2019
City Hall Council Chambers
33 S. Main Street, Colfax CA

1 CLOSED SESSION

1A. Call to Order

Mayor Fatula called the meeting to order at 6:32PM.

1B. Roll Call

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

1C. Public Comment on Closed Session Item

There was no public comment on the closed session item.

1D. Closed Session

Conference With Legal Counsel - Existing Litigation Pursuant To Government Code Section 54956.9(d)(1): People of The State Of California vs Church of Modern Medicine, Placer County Superior Court Case # SCV41724

Closed session ended at 6:40PM.

2 OPEN SESSION

2A. Call to Order

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

2B. Report from Closed Session

City Attorney Cabral reported the City has obtained a judgement against the organization which illegally distributed cannabis within City limits, the so-called "Church of Modern Medicine (COMM)". COMM was ordered to pay the City \$58,000 to cover legal costs associated with obtaining the judgement against the organization and the property owners. Council voted unanimously to accept the judgement.

2C. Pledge of Allegiance

Deputy Daniel Jakobs led the Pledge of Allegiance.

2D. Roll Call

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

2E. Approval of Agenda Order

On a motion by Mayor Pro Tem Mendoza, seconded by Councilmember Burruss, the City Council approved the agenda order.

AYES: Burruss, Douglass, Fatula, Lomen, Mendoza

3 PRESENTATION

3A. Presentation: Community Wildfire Safety Program Overview

Brandon Sanders, Sierra Division Public Affairs, Pacific Gas and Electric Company

Mr. Sanders presented a PowerPoint explaining the aggressive stance PG&E is taking to mitigate hazards which could contribute to wildfires. PG&E is increasing monitoring of equipment and weather, improving safety measures with vegetation management, equipment inspection and implementing policies which will allow deactivation of fire areas. In addition, they are replacing some lines with safer wires, especially in high danger zones.

Council asked several questions and thanked Mr. Sanders for presenting to Council.

City Manager Heathcock mentioned Mr. Sanders has been very helpful with facilitating PG&E assistance to developers in the area and as a resource with City issues.

4 CONSENT CALENDAR

4A. Minutes – Regular Meeting February 13, 2019

Recommendation: Approve the Minutes of the Regular Meeting of February 13, 2019.

4B. Cash Summary Report – January 2019

Recommendation: Accept and file.

4C. Wastewater Treatment Plant Vehicle Purchase

Recommendation: Adopt Resolution 04-2019 approving the purchase of one Wastewater Treatment Plant vehicle from Winner Chevrolet Fleet Sales in an amount not to exceed \$35,000.

4D. Fire Station 37 Roof Repair

Recommendation: Adopt Resolution 05-2019 authorizing the City Manager to enter into an agreement with Five Star Roofing for installation of a new roof on Fire Station 37, in an amount not to exceed \$13,500.

Councilmember Burruss asked to discuss Item 4C and Councilmember Lomen requested pulling Item 4D from the Consent Calendar.

On a motion by Councilmember Lomen, and a second by Councilmember Burruss, the City Council approved Items 4A and 4B.

AYES: Burruss, Douglass, Fatula, Lomen, Mendoza

Item 4C. Wastewater Treatment Plant Vehicle Purchase

Recommendation: Adopt Resolution 04-2019 approving the purchase of one Wastewater Treatment Plant vehicle from Winner Chevrolet Fleet Sales in an amount not to exceed \$35,000.

Councilmember Burruss stated although the overall price of the vehicle purchase proposal was correctly within market value, some of the line items were either inflated or should have been included in the base price.

There was no public discussion.

On a motion by Councilmember Burruss, and a second by Mayor Pro Tem Mendoza, the City Council approved Resolution 04-2019.

AYES: Burruss, Douglass, Fatula, Lomen, Mendoza

Item 4D. Fire Station 37 Roof Repair

Recommendation: Adopt Resolution 05-2019 authorizing the City Manager to enter into an agreement with Five Star Roofing for installation of a new roof on Fire Station 37, in an amount not to exceed \$13,500.

Councilmember Lomen explained he prefers the City purchase a metal roof for Fire Station 37 because he feels it is a better product. He stated it would be a better investment to add \$4,000 to the purchase price in order to have extra fire safety, easier maintenance, longer life and better esthetics for the building. With the appropriate contingency the new price would be \$18,500 which is still within the budget for this item.

Council discussed the item, noting that Chief Eagan recommended the lower priced roof and asserting this building is essentially a garage. The Council also noted the cost is an 18% increase but a minimal amount of City funds for a longer lasting product.

City Manager Heathcock stated staff had recommended the composition roof to stretch the budget to include paint and other cosmetic improvements.

Councilmember Lomen moved the City Council adopt a Resolution authorizing the City Manager to enter into an agreement with Five Star Roofing for installation of a metal roof on Fire Station 37 in an amount not to exceed \$18,500.

Councilmember Douglass seconded the motion.

Tim Ryan, S. Main Street, spoke in favor of the less expensive composition roof.

Tom Parnham, West Oak Street, spoke in favor of the longer lasting metal roof.

Having heard a motion and a second, City Council voted to approve the Resolution as stated:

AYES: Burruss, Douglass, Fatula, Lomen

NOES: Mendoza

5 PUBLIC COMMENT

Nancy Hagman, area resident

- Ms. Hagman stated the historical society would like to update the monument on Highway 174 to be more politically correct. She requested a City staff member remove the old plaque so the new one could be placed.
- Ms. Hagman suggested the local volunteer agencies could contribute to a monument fund for use whenever new monuments are erected or if one of the current 50-plus monuments needs repair.
- Ms. Hagman stated the name for the newsletter is very similar to a book published by the Historical Society. The Society is in favor of using the title “Colfax Connection” but would like to have a column included in the newsletter.

Tom Parnham, W. Oak Street

- Mr. Parnham stated he built the monument on Highway 174 and dislikes the idea of it being changed.
- He asked if there was any opportunity to have the Chinese Railroad Workers monument installed in Colfax. Mayor Pro Tem Mendoza stated there is some possibility of locating it here and the promoters are scheduled to address Council in April.
- He applauded Council for purchasing the truck for the Wastewater Treatment Plant and reminded Council to continue to support the Plant’s success.

6 COUNCIL, STAFF, AND OTHER REPORTS

6A. Committee Reports and Colfax Informational Items – All Councilmembers

Councilmember Lomen

- Councilmember Lomen attended a meeting of the Consumnes, American, Bear, Yuba (CABY) Integrated Regional Water Management (IRWM) group which met at the Sierra Vista Community Center to discuss the community capacity for long term planning and implementation of projects to manage the watershed.
- He met with the Fire Safety Committee and attended the High School Local Control Planning meeting.

Councilmember Douglass

- Councilmember Douglass helped conduct a survey of the neighbors regarding the proposed skatepark at the Sierra Vista Community Center.
- He represented the City on the SACOG and Project Go Boards.
- He met with the Website Committee which now includes three students from Colfax High School.

Mayor Pro Tem Mendoza

- Mayor Pro Tem Mendoza toured the firebreak and emergency protocols with Chief Eagan.
- She applauded the Colfax High School Girls Basketball Team for ranking 4th in the State
- Mayor Pro Tem Mendoza encouraged everyone to attend the discussion about I-80 road closures in Alta.
- She also recommended the Green Machine Crab Feed on March 23, 2019.

Councilmember Burruss

- Councilmember Burruss represented the City on the Air Pollution Control Board.
- She participated in the discussion with the Fire Safety Committee and toured the area with Chief Eagan.
- She did some research regarding gating Highway I-80 instead of having an officer stationed on the highway to close the road.

Mayor Fatula

- Mayor Fatula also researched the physical gate concept.
- He attended the CABY IRWM meeting.
- He has written an article for the Colfax Connections Newsletter pertaining to options if fire insurance is denied.

6B. City Operations – City Staff*City Manager Heathcock*

- City Manager Heathcock reported the City and Emergency personnel are working with Caltrans to alleviate the problems associated with Highway I-80 closures. Several improvements are already in place and the City is preparing signs which will direct folks downtown to restroom facilities and hopefully away from congested areas.
- He mentioned the City will pursue funding resources for the sewer system which were mentioned at the CABY workshop and the City's application for the Water Board Grant is still under review.
- SACOG has contacted the City Planner to discuss grant funding to purchase the historic hotel for economic development.
- He stated staff is hoping to roll out a portion of the new website soon and the students will help make it a user-friendly platform for all age groups.
- Staff has been contacted regarding an internship for High School students to shadow City Hall staff and Wastewater Treatment Plant operators.

6C. Additional Reports – Agency Partners*City Manager Heathcock reported on behalf of Chief Eagan*

- Placer Fire Crews will begin working on Fuel Reduction at the Wastewater Treatment Plant soon.
- Chief Eagan plans to take other members of Council on tours of the Firebreak area when he returns.

Chris Nave, Public Information Officer, Gold Run Area California Highway Patrol

- Officer Nave, along with Lieutenant Frank Newman gave a report regarding snow conditions and CHP efforts to discourage drivers from amassing in Colfax during road closures. Their efforts seem to be working.

- CHP will meet with City staff and Placer County Sheriff representatives to continue to coordinate solutions.

Daniel Jakobs, Deputy Sheriff, Placer County Sheriff's Office

- Deputy Jakobs stated the CHP efforts appear to be working.
- He mentioned the Placer Alert notifications and Search and Rescue teams have successfully helped Colfax residents in the last few weeks.

Fred Abbott, Colfax Event Liaison

- Mr. Abbott updated Council on the progress of the newsletter and handed out a new prototype. He encouraged everyone to attend the March 6, 2019 Council Workshop to provide input.
- He gave a report on progress for the Railroad Days event.

Tim Ryan, President, Colfax Area Chamber of Commerce

- Mr. Ryan reported the Chamber elected new officers and he is excited to step into the role of President.
- The Chamber is working on several projects to improve economic growth in the City.
- The First Chamber mixer will be held March 12, 2019 at the Methodist Church.

Sharon Conners, Board member, Sierra Vista Community Center.

- Ms. Conners stated that volunteers are needed for the Chocolate, Wine and Art event.

Mayor Fatula recessed the meeting at 9:20PM.

Mayor Fatula called the meeting back to order at 9:31PM.

7 COUNCIL BUSINESS

7A. Mid-year Budget Review – Fiscal Year 2018-2019

Staff Presentation: Laurie Van Groningen, Finance Director

Recommendation: Receive and accept the Mid-Year Budget Report Fiscal Year 2018-2019.

Finance Director Van Groningen informed Council staff has completed a very thorough review of the budget compared to actual expenses and revenues. The mid-year review is a summarized report of their findings. The City budget-to-actuals reflect a higher revenue than expected with lower expenses overall. In May the City will begin the budget process for the new fiscal year. Any necessary recommendations for budget amendments will reflect the data from this report.

There was no public comment on this item.

On a motion from Councilmember Burruss and a second from Mayor Pro Tem Mendoza, Council unanimously voted to receive and accept the Mid-Year Budget Report.

AYES: Burruss, Douglass, Fatula, Lomen, Mendoza

7B. Commercial Cannabis Consulting Services

Staff Presentation: Wes Heathcock, City Manager

Recommendation: Discuss and consider adopting Resolution 06-2019 authorizing the City Manager to enter into a consultant services agreement with SCI Consulting Group to provide subject matter expertise and technical support, conduct compliance and financial audits, and on-going non-compliant mitigation services for the City of Colfax for a three-year term up to \$61,616.

City Manager Heathcock stated Council has tasked staff with finding an alternative consultant to provide support for the cannabis licensing process. Staff contacted two firms and received a competitive proposal from SCI Consulting. He introduced John Bliss, President of the company.

Council confirmed the company has experience with small businesses and expressed concern about the three-year term of the contract which allows for more services in years two and three. City Manager Heathcock explained the contract does not require expanded services but does allow the flexibility and stability council requested.

Mayor Fatula stated this contract does not compensate the City for past expenditures related to Cannabis.

City Attorney Cabral explained the fee structure applied to the permitting process for the cannabis retailer must be revenue neutral for the City.

Councilmember Burruss suggested the City lock in the services of SCI Consulting now, knowing the contract can be terminated at any time with 30 days' notice.

Councilmember Burruss made a motion and Mayor Pro Tem Mendoza seconded the motion to approve Resolution 06-2019.

Jim Dion, business owner of Golden State Patient Care stated he feels the fees are too high.

Mayor Pro Tem Mendoza left the meeting at 10:30PM.

Council approved Resolution 06-2019.

AYES: Burruss, Douglass, Fatula, Lomen

ABSENT: Mendoza

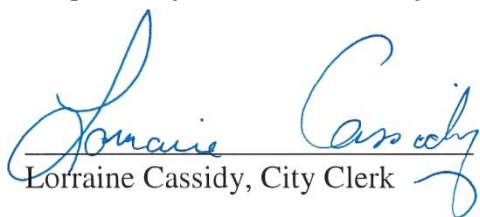
8 GOOD OF THE ORDER – INFORMAL COUNCIL STATEMENTS REGARDING THE BUSINESS OF THE CITY

Councilmember Douglass suggested the City get drones to help with firefighting. Everyone needs to think of creative ways to help the community.

9 ADJOURNMENT

Mayor Fatula adjourned the meeting at 10:37PM.

Respectfully submitted to City Council this 13th day of March, 2019.


Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MARCH 13, 2019 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Chris J. Clardy, Community Services Director
DATE: March 13, 2019
SUBJECT: Rising Sun Road Pavement Resurfacing Project – Notice of Completion

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Adopt Resolution 07-2019 a resolution of the City Council of the City of Colfax accepting the 2018 Rising Sun Road Pavement Resurfacing Project as complete and authorizing the recording of the notice of completion.

SUMMARY:

On October 10, 2018 the City Council approved Resolution No. 61-2018 authorizing the City Manager to:

1. Amend the Rising Sun Road Pavement Resurfacing Project (Federal Project No STPL-5187(011)) of the FY 2018-19 Budget to allocate to the Project \$3,500.00 in revenue from PCWA for utility relocation expenses and to reflect a \$7,100.00 reduction in Federal funding.
2. Award a construction contract to Central Valley Engineering & Asphalt, Inc. in the amount of \$157,700.85 and authorize the City Manager to execute change orders up to the amended budget.
3. Authorize the City Manager to engage Coastland Engineering to perform construction management and inspection services not to exceed \$12,000.00.

Final inspection of the project was performed on December 7th, 2018. Staff has determined that the work performed by Central Valley Engineering and Asphalt is complete and in conformance with the contract terms.

The project included two City Change Orders (CCO) as described below:

- CCO #1 – \$3,791.50
 - Investigation of the roadway structural section determined the existing aggregate base layer below the asphalt was sufficient and the failing asphalt was a result of aging. The project team worked with the contractor to delete the base repair activities and utilize the savings to increase the asphalt section from 2" to 3". After removal of the existing asphalt, the project team load tested the subgrade and found no deficiencies requiring base repair.
- CCO #2 - \$2,250.00
 - Adjustment of existing water valves to grade. This is the PCWA Relocation Reimbursement.

FISCAL IMPACT:

Final project costs are estimated at \$209,304 and are below the approved budget by \$12,096 as reflected in charts below.

Project Budget Resolution No. 61-2018 (10/10/2018)	
RSTP/STBG (Federal)	\$ 81,400
RSTP/STBG Exchange (washed)	\$ 100,000
Local - Road Funds	\$ 36,500
PCWA Relocation Reimbursement	\$ 3,500
Total Project Funding	\$ 221,400

Project Costs		
	Estimated 10/10/2018	Estimated Final Costs 03/13/2019
Environmental/Engineering/Design/Admin	\$ 31,867	\$ 32,711
Construction (includes 12% Contingency)	\$ 176,624	\$ 164,593
Construction Management and Inspection	\$ 12,000	\$ 12,000
Total Project Costs	\$ 220,491	\$ 209,304
(Over)/Under Budget	\$ 909	\$ 12,096

CONCLUSION:

Staff recommends that the City Council adopt a resolution 07-2019 accepting the Rising Sun Road Pavement Resurfacing Project as complete and authorize the City Clerk to file a Notice of Completion with the Placer County Recorder.

ATTACHMENTS:

1. Resolution 07-2109
2. Notice of Completion

City of Colfax
City Council

Resolution № 07-2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX
ACCEPTING THE 2018 RISING SUN ROAD PAVEMENT
RESURFACING PROJECT AS COMPLETE AND AUTHORIZING THE
RECORDING OF THE NOTICE OF COMPLETION**

WHEREAS, on October 19TH, 2018 the City of Colfax entered into a contract with Central Valley Engineering and Asphalt for the Rising Sun Resurfacing Project; and

WHEREAS, all work with the above contract was completed on November 23rd, 2018, and inspected on December 7th, 2018 to verify the work performed was in accordance with the plans and specifications; and

WHEREAS, City staff recommended to the City Council that said completed project be accepted and a Notice of Completion be filed by the City.

NOW, THEREFORE, BE IT RESOLVED, that construction on the above mentioned contract is hereby accepted as being complete in accordance with the plans and specifications. The City Clerk is directed to execute and record the Notice of Completion on said contract and project on behalf of the City of Colfax.

PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 13th day of March, 2019 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dr. Joe Fatula, Mayor

ATTEST:

Wes Heathcock, City Manager

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 Central Valley Engineering, 216 Kenroy Lane Roseville, CA performed and completed for the City of Colfax the following contract, Rising Sun Road Pavement Resurfacing Project which consisted of resurfacing up to 1,400-linear feet of travel lanes on Rising Sun Road, 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 November 23rd, 2018.

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 March ___, 2019 at Colfax, California.

City of Colfax

Wes Heathcock, City Manager

State of California
County of Placer

On March ___, 2019 before me, Lorraine Cassidy, City Clerk, 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.

Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MARCH 13, 2019 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED By: Chris J. Clardy, Community Services Director
DATE: March 13, 2019
SUBJECT: Agreement for Geotechnical Services for Pond 3 Embankment Fissure

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	REIMBURSABLE	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$30,000	FROM FUND: 560
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RECOMMENDED ACTION: Adopt Resolution 08-2019 authorizing the City Manager to enter into a consultant services agreement with Geocon Consultants, Inc. for Geotechnical Engineering Services for the Wastewater Treatment Plant Pond 3 Embankment Fissure in an amount not to exceed \$30,000.

SUMMARY:

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

Subsequently, staff contacted the City insurance carrier Small Cities Organized Risk Effort Joint Powers Authority (SCORE) to file property damage claim for the Pond 3 Fissure incident. SCORE requested repair costs estimates to approve the property damage claim. The City contracted with H&K to develop a recommended remediation methodology and a cost estimate. SCORE has since approved the insurance claim and provided the City with a \$300,000 partial payment on the estimated remediation cost of \$447,000, which includes FEMA disaster funds for repairs that are specific to preventative measures.

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

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

During the term of the on-call agreement H&K became increasingly less responsive to staff and the project timeline, taking over eight months to complete the investigative report. The decision was made to end the agreement based on the unresponsiveness of H&K.

In order to be compliant with Federal requirements for funding, the City was required to re-advertise for services. On January 10, 2019, the City Engineer issued the Request for Qualifications (RFQ) soliciting responses from geotechnical engineering firms to peer review H&K's remediation proposal, then develop plans, specifications, engineering, engineering support during construction for the embankment repair. On January 28, 2019, Geocon Consultants, Inc. was the only firm to respond to the RFQ solicitation, the proposal was reviewed by staff who concluded the firm is qualified and responsive to the RFQ.

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a professional services agreement with Geocon Consultants, Inc. for consultant services in the amount not to exceed \$30,000 for geotechnical engineering services for the WWTP Pond 3 Embankment Fissure.

FISCAL IMPACT:

The project is funded through Small Cities Organized Risk Effort Joint Powers Authority insurance claim reimbursing Fund 560.

ATTACHMENTS:

1. Resolution 08-2019
2. Geocon SOQ
3. Geocon Consulting Agreement

City of Colfax

City Council

Resolution № 08-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSULTANT
SERVICES AGREEMENT WITH GEOCON CONSULTANTS, INC. FOR
GEOTECHNICAL ENGINEERING SERVICES FOR THE WASTE WATER
TREATMENT POND 3 EMBANKMENT FISSURE IN AN AMOUNT NOT TO
EXCEED \$30,000

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

WHEREAS, the City filed a property claim Small Cities Organized Risk Efforts receiving approval for remediation costs; and,

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

WHEREAS, on January 10, 2019 the City advertised for a Statement of Qualifications (SOQ) for geotechnical engineering firms; and

WHEREAS, on January 28, 2019, one firm responded to the request by the prescribed submission deadline, the proposal was reviewed and City staff concluded that the firm was responsive to the solicitation and is qualified to perform the scope of work.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Colfax, Authorizes the City Manager to execute on behalf and in the name of the City of Colfax a professional services agreement with Geocon Consultants, Inc. for geotechnical engineering services 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 13th day of March 2019 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Joe Fatula, Mayor

Wes Heathcock, City Manager

STATEMENT OF QUALIFICATIONS

WWTP POND 3 EMBANKMENT REPAIR



**Wes Heathcock, City Manager
City of Colfax
P.O. Box 702, 33 S. Main Street
Colfax, California 95713**

January 31, 2019



Geocon Proposal No. LS-19-11
January 31, 2019

Wes Heathcock, City Manager
City of Colfax
PO Box 702, 33 S. Main Street
Colfax, California 95713

**Subject: STATEMENT OF QUALIFICATIONS FOR GEOTECHNICAL SERVICES
CITY OF COLFAX WWTP – POND 3 EMBANKMENT FAILURE
COLFAX, CALIFORNIA**

Mr. Heathcock:

In response to your Request for Qualifications (RFQ) received January 15, 2019, we are pleased to submit our proposal to provide geotechnical engineering services for the repair of an embankment failure at Pond 3 of the City of Colfax Wastewater Treatment Plant (WWTP) in Colfax, California.

Mr. Jeremy Zorne, PE, GE, a local Placer County resident (Auburn), will be Geocon's main point of contact for the City during the selection process and for the duration of the project. Jeremy is a Vice President of Geocon and is authorized to commit the firm to the obligations of a contract. Jeremy's contact information:

Jeremy Zorne, PG, GE, Vice President/Project Manager

Geocon Consultants, Inc., 3160 Gold Valley Drive, Suite 800, Rancho Cordova, CA 95742

P | 916.852.9118 M | 916.870.6888 E | zorne@geoconinc.com

Geocon has practiced geotechnical engineering in Northern California for over 28 years and maintains a large base of over 280 professional, technical and support staff companywide, enabling us to respond to client needs, both large and small, and to complete projects on time and within budget. Geocon's current and anticipated workload is such that the key personnel assigned to the City's project are committed to accomplish all tasks assigned during the project duration.

We look forward to providing geotechnical services on this project. Please contact us if you have any questions regarding this proposal.

Respectfully,

GEOCON CONSULTANTS, INC.



Jeremy J. Zorne, PE, GE
Vice President | Principal Engineer



John C. Pfeiffer, PG, CEG
Senior Geologist

A. PROPOSED TEAM

FIRM BACKGROUND

Jim Likins founded Geocon in 1971 when he leveraged his house for \$5,000 and bought Geocon with the vision of building it into one of the premiere geo-professional consulting firms in San Diego. He served 30 years as the founding CEO of Geocon and grew the company into a 100-employee firm with offices in San Diego, Los Angeles, Sacramento and Temecula. We have grown steadily since 1971 and are now the largest California-only geo-environmental firm that delivers professional environmental engineering, geotechnical engineering, materials testing, and special inspection services to public agencies and private entities.



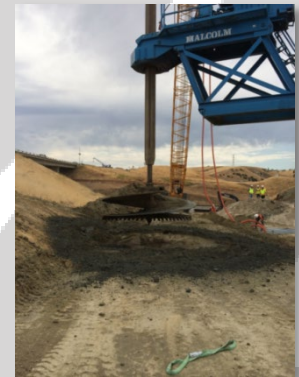
Geocon, circa 1971

Geocon, a California Corporation, currently employs a staff of over 280 technically strong, highly motivated engineers, geologists, environmental scientists, technicians, special inspectors and support staff located in nine offices throughout California. State-of-the-art geotechnical and materials testing laboratories, inventories of field equipment and instrumentation, comprehensive technical libraries, and advanced data-management systems support each office.

Geocon has provided responsive geotechnical, environmental, and materials testing and special inspection services to public works and private entities for over 47 years. Through direct agency contracts or as part of a team, Geocon has assisted multiple public agencies throughout Northern California maintain and upgrade their existing water and wastewater infrastructure, including pump stations, treatment facilities, lift stations, pipelines, trunk lines, water mains, storage tanks, reservoirs, and other related facilities.

SOILS | GEOTECHNICAL ENGINEERING

Geocon provides geotechnical engineering services on public works and private sector projects to a broad spectrum of clientele including design professionals, public agencies, developers and the construction industry. We are a full-service geo-professional consulting firm capable of performing field, laboratory and engineering analyses for a project with in-house staff and equipment. All projects are managed with the ultimate goal to produce technically sound, economically feasible solutions. This is achieved by considering construction costs and client needs in conjunction with site conditions and engineering requirements. Our innovative and practical solutions to complex geotechnical problems have resulted in a substantial percentage of repeat-client work. Based on individual professional staff and company experience, we offer expertise in the following areas:



- Due-diligence Geotechnical Evaluations
- Geotechnical Feasibility Studies
- Geotechnical Investigations
- Geophysical Studies
- In-situ Testing
- Shallow and Deep Foundation Design
- Seismic Hazard Assessments
- Risk-based Settlement Analysis
- Seismic Retrofits
- Slope Stability Evaluations
- Landslide Evaluations
- Fault Studies

- Pavement Design and Rehabilitation
- Ground Improvement Evaluations
- Plan and Specification Review
- Construction Management Support
- Liquefaction Analysis
- Forensic Studies
- Vibration Monitoring
- Geotechnical Instrumentation
- Settlement Monitoring
- Value Engineering/Peer Review

MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

To confirm compliance with engineering specifications, Geocon is commonly retained to provide quality assurance materials testing and special inspection services during construction. We provide a full range of materials testing and special inspection services. Our field technicians and inspectors maintain current certifications including Caltrans, International Code Council (ICC), National Institute for Certification in Engineering Technologies (NICET), and American Concrete Institute (ACI), American Welding Society (AWS-CWI), and Post Tensioning Institute (PTI).



Earthwork

- Site Grading Observation
- Sloping/Compound Excavations/Shoring
- Underground Utility Installation
- Chemical Treatment
- Base and Paving Placement
- Instrumentation/Monitoring
- Backfill Compaction Testing
- Subgrade Preparation
- Geotextile/Rock Stabilization
- Percolation Testing
- Rockery Walls

Foundations/Ground Improvement

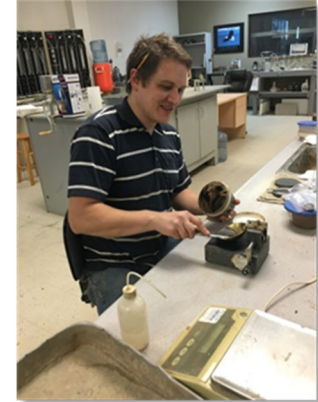
- Spread Footings/Grade Beam Construction
- Drilled/Driven Pile Installation
- Tie-Back Anchor/Soil Nail Installation
- Pre-Fabricated Vertical Drains
- Conventional/Post-Tensioned Mat Foundation Construction
- Drilled Piers/Shaft Installation
- Micro-Pile Installation
- Proof/Load Testing
- Compaction Grouting
- Stone Columns/Vibrocompaction/Deep Dynamic Compaction

Special Inspection/Materials Testing

- Shotcrete Placement
- Pre-Stress and Post-Tensioned Concrete
- Epoxy Anchor Installation
- Reinforced Masonry Construction
- Exterior Insulation and Finish Systems
- Welder Qualifications
- Reinforcing Steel Placement
- Steel and Welding Fabricator Shop Inspections
- Concrete Placement/Curing
- High-Strength Bolting
- Structural Steel Welding
- Non-Destructive Testing
- Structural Wood
- Fireproofing
- Mechanical Anchors
- Batch Plant Inspections

SOILS AND MATERIALS LABORATORY TESTING

Geocon's multi-agency accredited¹ in-house laboratory and materials testing capabilities include equipment for nearly every aspect of geotechnical soil and aggregate testing, asphalt-concrete evaluation, concrete strength testing, reinforcing steel strength evaluation, and masonry strength testing. All tests are performed and reported in accordance with specified test procedures such as American Society for Testing and Materials (ASTM), Caltrans or California Building Code (CBC). Geocon maintains an in-house quality assurance program (QAP) to provide a professional level of accuracy and reproducibility acceptable to current industry standards. This is accomplished by internal staff training, calibration of testing apparatus by certified independent agencies, and periodic inspection by outside accredited testing and inspection agencies, such as AASHTO, U.S. Army Corps of Engineers, and Caltrans.



Geocon uses GeoSystems® software to generate the majority of our laboratory test reports. This software includes modules for: compaction curves, grain size distribution, Atterberg Limits, specific gravity, and other soil index tests. Soil strength tests, such as unconfined, triaxial and direct-shear test reports, are generated using specialized spreadsheet macros developed specifically for each individual test method. The laboratory test reports meet the minimum reporting requirements contained in the respective applicable test method procedures.

Routine Laboratory Tests

- Soil Index Properties
- Soil Consolidation/Expansion
- Pavement Support
- Soil Corrosion
- Masonry/Grout/Mortar
- Soil Compaction Curves
- Soil Shear/Compressive Strength Properties
- Soil Grain Size Analyses/Gradation
- Soil Permeability
- Concrete/Asphalt
- Steel Reinforcing
- Aggregate Properties/Quality

¹ Current Laboratory Accreditation: AASHTO Re:Source (AMRL, CCRL), USACE, CALTRANS, DSA

KEY STAFF

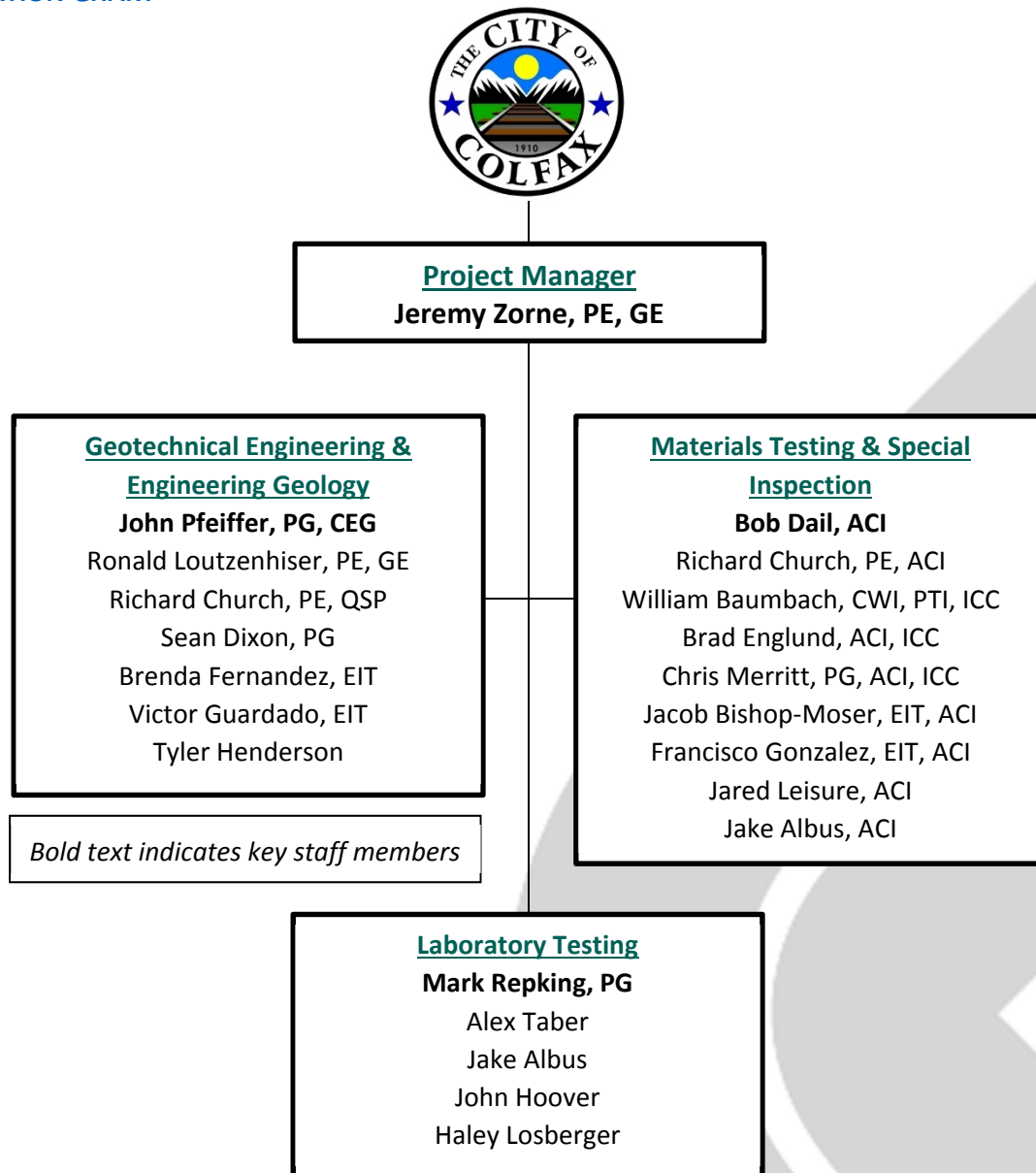
Geocon has assembled a highly qualified project team to meet the City's needs. Jeremy Zorne, PE, GE, a resident of Placer County (Auburn), will be the main point of contact for City staff for all project communication and coordination. Mr. Zorne oversees the day-to-day operations of the geotechnical engineering, laboratory, and materials testing/special inspection groups. His project experience includes water and wastewater distribution facilities, transportation infrastructure (roadways, bridges, and retaining walls), educational facilities, parks and recreation facilities, and commercial/industrial/residential development.

Professional staff members typically have degrees and appropriate registrations in geotechnical engineering, civil engineering, and geology. Geocon field technical staff members are certified under one or more of the following certification processes: Caltrans, International Code Council (ICC), National Institute for Certification in Engineering Technologies (NICET), and American Concrete Institute (ACI), American Welding Society (AWS-CWI), and Post Tensioning Institute (PTI). Our field technicians are

experienced technical professionals with a keen attention to detail and have the knowledge, training and experience necessary to make field decisions on most situations.

The organizational chart below illustrates the clear communication channels between the City, our project manager, professional and technical staff, and field technicians. Following the org chart, we have provided a staff overview table illustrating the education, registrations and certifications of key staff, a staffing plan describing the roles and functions of each key staff member, followed by their paragraph resumes. Full resumes for key staff are included in Appendix A. All key staff work out of our Rancho Cordova office.

ORGANIZATION CHART



STAFF OVERVIEW

Team Member Location	Role	Education	Registrations/Certifications
Jeremy Zorne, PE, GE Rancho Cordova (Office) Auburn (Home)	Project Manager	MS, Civil Engineering BS, Civil Engineering	PE: 60936, GE: 2636
John Pfeiffer, PG, CEG Rancho Cordova (Office) Meadow Vista (Home)	Senior Geologist	BS, Geology	PG: 6984 CEG: 2372
Mark Repking, PG Rancho Cordova (Office) Placerville (Home)	Laboratory Manager	BS, Geological Sciences	PG: 8569
Bob Dail, ACI Rancho Cordova (Office) Galt (Home)	Senior Materials Technician		ACI: Grade 1, Caltrans, Nuclear Density Gauge

STAFFING PLAN

Jeremy Zorne, PE, GE, will serve as the Geotechnical Engineer-of-Record and Principal-in-Charge over the geotechnical engineering, laboratory, and materials testing needs of the project. Key supporting staff are:

- **John Pfeiffer, PG, CEG**, will serve as Senior Geologist and will implement geotechnical engineering tasks, and coordination, and oversight with support staff.
- **Mark Repking, PG**, Laboratory Manager, manages the geotechnical and materials laboratory. He will oversee the laboratory testing services to maintain compliance with governing agency regulations and requirements.
- **Bob Dail**, Field Services Supervisor, will provide technician dispatch as well as materials testing services.

NUMBER OF PROFESSIONALS BY DISCIPLINE IN NORTHERN CALIFORNIA

We have provided the breakdown of our professional, technical and support staff throughout our Northern California offices in the table below.

Discipline	Number of Local Staff
Licensed Civil Engineers	5
Licensed Geotechnical Engineers	3
Licensed Professional Geologists	9
Licensed Certified Engineering Geologists	3
Qualified SWTPP Practitioner / Developer	2
Certified Hydrogeologist	1
Environmental Scientists	4
Certified Asbestos Consultants, Lead Consultants	2
Engineer in Training	5
Certified Materials Testers / Special Inspectors	7
Support Staff	4

PERCENTAGE OF WORK PERFORMED LOCALLY

Geocon will perform 100% of the work under this contract out of our local office in Rancho Cordova.

PROJECT EXPERIENCE

PENRYN ROAD CULVERT FAILURE AT SECRET RAVINE CREEK, PENRYN, PLACER COUNTY, CALIFORNIA

Geocon is currently preparing a geotechnical investigation for the proposed repair of the failed culvert along Penryn Road at Secret Ravine Creek near the community of Penryn in Placer County, California. Northern California experienced above-average precipitation over the 2016-2017 winter season which resulted in high flows in local creeks, streams, and rivers. Approximately 1,400 feet south of Interstate 80, Penryn Road crosses Secret Ravine Creek via a buried corrugated metal pipe (CMP) culvert. The CMP is significantly deteriorated at the bottom and portions are failing, resulting in settlement of the roadway above. Placer County wants to replace the failed culvert as soon as possible and is designing a replacement of the structure with a slab bridge that will clear-span the creek. The bridge would include conventional seat-type abutments supported on deep foundations. One or more retaining walls may also be required as part of the culvert replacement project.



With our field work complete, Geocon is currently coordinating with the County on project design elements in order to provide geotechnical recommendations for design and construction of the proposed repair. Our investigation includes field exploration, geotechnical laboratory testing, engineering analysis and report preparation.

Client: Matt Randall, Placer County Department of Public Works, 3091 County Center Drive, Suite 220, Auburn, CA 95603, 530.745.3564, mrandall@placer.ca.gov

Date of Completion: On-going

WESTSIDE ROAD AND COVE ROAD SLOPE FAILURES, SHASTA COUNTY STORM DAMAGE PROJECTS, SHASTA COUNTY, CALIFORNIA

Geocon is providing geotechnical investigations for Westside Road and Cove Road Slipouts in Shasta County. Severe rains in January and February 2017 caused numerous locations of storm damage along Shasta County roadways. Seven slipout locations along Westside Road and Cove Road are to be repaired with FEMA, Cal OES, and Shasta County funding sources. Repair of these sites is anticipated to consist of either soldier pile walls, anchored gabion baskets, or reinforced earth backfill and rock slope protection.



The Westside Road site is approximately 6½ miles from Lake Shasta Dam on Westside Road just north of Squaw Creek. The slipout has impacted the entire roadway for a distance of approximately 60 to 80 feet, and up to approximately 24 feet deep at the outboard (east) side of the roadway. The six (6) Cove Road sites are located between approximately 1½ to 3 miles northwest of State Route 299 on Cove Road. The slipouts are in the outboard edges of the existing roadway and vary in length from 38 feet to 210 feet, having encroached anywhere from 5 feet – 8 feet into the roadway.

Geocon is currently performing the geotechnical investigation for these storm damaged projects. Field work is complete and we provided initial repair concepts to our client for consideration. Once we receive feedback from them, we will finalize our recommendations and provide our geotechnical investigation reports.

Client: Dokken Engineering, Inc., Tim Osterkamp, 110 Blue Ravine Road, Suite 200, Folsom, California 95630, 916.858.0642, tosterkamp@dokkenengineering.com

Date of Completion: On-going

LODGE ROAD SLOPE FAILURE, BIG BASIN REDWOODS STATE PARK, SANTA CRUZ COUNTY, CALIFORNIA

Geocon performed a geotechnical investigation of a slope failure on Lodge Road at Big Basin Redwoods State Park in Santa Cruz County, to assist with the repair of the slope failure and reestablishment a suitable roadway through the area. The slope failure damaged an approximately 70-foot-long section of Lodge Road at a location approximately 2½ miles northwest of the intersection with Highway 236. The slope failure is located between a park staff residential area and park maintenance and visitor facilities, where Lodge Road traverses the east slope of the Union Creek drainage. Union Creek is approximately 80 to 90 feet below the roadway at the site.



Based on site observations of the slope failure head scarp and residual debris, we concluded that the failure occurred primarily within the undocumented silty fill material (saturated by rainfall and associated surface runoff), but likely also included some underlying residual soil and the uppermost portion of weak, highly weathered bedrock. Geocon recommended that site-specific topographic mapping be performed that covers the entire slope failure area and adjacent terrain above and below the failure. Our geotechnical investigation report included two slope failure repair alternatives.

Client: Karl Rose, PE, California State Parks, Northern Service Center, One Capitol Mall, Suite 410, Sacramento, California 95814, (916) 327-1792 or karl.rose@parks.ca.gov

Date of Completion: August 2016

HEARST CASTLE ROAD SLIDES, HEARST CASTLE STATE PARK, SAN LUIS OBISPO COUNTY, CALIFORNIA

Geocon is currently performing a geotechnical investigation for two slope failures on Hearst Castle Road at Hearst Castle State Park in San Luis Obispo County, California. The two landslides run along the slope of the roadway, with one approximately 40 feet long and the other approximately 70 feet long, and both to a depth about 10 feet deep, extending about 100 feet downslope. State Parks is planning to repair the road failures and is seeking financial assistance from FEMA. The purpose of our geotechnical services is to evaluate the subsurface conditions at the slope failure locations and provide geotechnical recommendations for design and construction of the project. Having completed field work and laboratory testing, Geocon is currently performing geotechnical analysis and report preparation.



Client: Karl Rose, PE, California State Parks, Northern Service Center, One Capitol Mall, Suite 410, Sacramento, California 95814, (916) 327-1792, karl.rose@parks.ca.gov

Date of Completion: On-going

PROJECT BACKGROUND

Jeremy Zorne, PE, GE with Geocon visited the site with a representative of the WWTP and Coastland Engineering on Friday, May 11, 2018. In addition, we reviewed the following technical documents related to the project:

1. *Design Drawings for City of Colfax Pond 3 Liner Project*, 14 sheets, prepared by HDR, June 26, 2012
2. *Geotechnical Evaluation of Slope Failure, Colfax Wastewater Treatment Plant – Pond 3 Embankment, Placer County, California*, prepared by Holdrege & Kull, January 24, 2017 (Revised March 27, 2018).



Photo 1: Pond 3 Slope Failure

In December 2017, Holdrege & Kull (H&K) performed a geotechnical investigation to evaluate the potential cause(s) of the failure and to provide repair recommendations. The details and results of H&K's investigation are summarized in the referenced report dated January 24, 2018 (Revised March 27, 2018). Their study included:

- **Document Review** – review of the original geotechnical design report by Fugro West, Inc. (2008), Design Drawings (HDR, 2012), Daily Field Report and Field Photographs during construction (H&K and Psomas, 2012), Topographic Survey (Dundas Geomatics, 2017).
- **Field Investigation** – field observations, drilling, sampling, and logging of two exploratory borings (B-1 and B-2) within the failed slope area (December 2017).
- **Laboratory Testing** – geotechnical laboratory testing to evaluate moisture content, density (unit weight), Atterberg Limits, and particle size analysis.
- **Slope Stability Analysis** – limit-equilibrium slope stability analysis to investigate the nature of the slope failure.

The embankment along the west side of Pond 3 failed during or shortly after 2016-2017 winter storm events. The failure is located on the western side of the pond as shown in Photo 1.

Based on the project design and as-built drawings, we understand that the embankment consists of an approximately 55-foot tall fill slope placed over the native cut slope, formed in metasedimentary rock. The fill was placed to form a “cushion” and allow for anchoring of the welded high-density polyethylene (HDPE) pond liner. The design drawings indicate that the embankment fill was keyed into the bottom of the pond and benched into the native metasedimentary rock cut slope as shown in Figure 1, below.

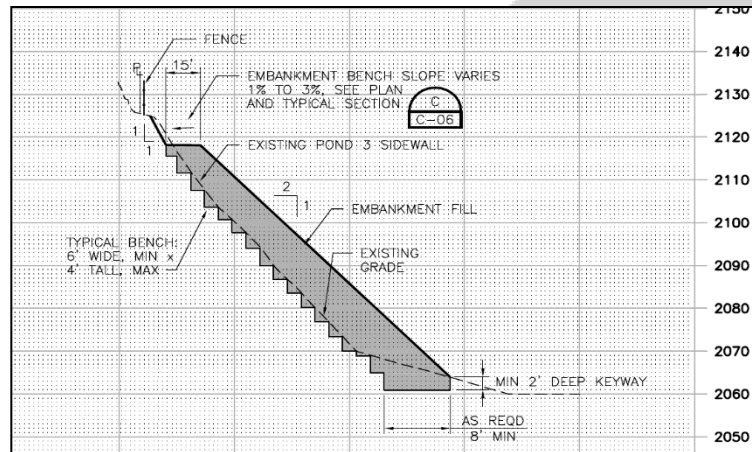


Figure 1: Slope Embankment Grading Detail (HDR, 2012)

Based on the results of their study, H&K concluded that the embankment failure is likely shallow and was likely caused by post-construction soil saturation and/or adverse joint orientation of the underlying bedrock. H&K recommended in-situ stabilization by installing Geopier SRT Plate Piles, or equivalent. We do not know whether H&K considered other repair alternatives, such as removal and replacement, soil nail stabilization, or other methods.

PROJECT APPROACH

The goal of our services is to review previous studies, evaluate the geotechnical conditions at the site, collaborate with industry professionals, and advise the City on the most cost- and time-efficient mitigation for the slope failure. We will collaborate with and work closely with the City to evaluate cost-effective mitigation options that strongly consider time, cost, and impacts to the ongoing operations at the WWTP. We will focus on practical and buildable options – we will not treat this project as a “Science Project.”

Our services will include geotechnical engineering review, coordination with specialty geotechnical contractors, reviewing/preparing the project plans/specifications, assistance in evaluating project costs, assistance in bid evaluation, and providing geotechnical engineering support during construction. Following is a general scope of services:

Task A – Geotechnical Review and Evaluate Potential Repair Options

- Perform a limited geologic literature review to aid in evaluating the geologic and seismic conditions present at the site. Review previous geotechnical reports for projects in the area.
- Review the original geotechnical design report (Fugro West, Inc., 2008), the H&K report, design plans, and construction documentation (Daily Field Reports, photographs, field test results, etc.).
- Coordinate/collaborate with geotechnical specialty contractors and general engineering contractors to evaluate feasible repair alternatives.
- Evaluate costs for selected alternatives. Consult with the City to determine the preferred repair approach.

Task B – Develop Plans and Specifications

- If the repair consists of a design-build in-situ stabilization (such as plate piles or soil nails), we will coordinate and review the design-build submittal prepared by the specialty geotechnical contractor.
- If the repair consists of removal and replacement of the slope (grading), we will provide recommended details for slope removal, subdrainage installation, and engineered fill placement. We will coordinate with a civil engineering subconsultant to prepare a grading plan and develop specifications based on Geocon’s recommendations.

Task C – Project Cost Estimate Assistance

Assist in developing project construction cost.

Task D – Project Bidding Assistance

Assist in reviewing and evaluating project bids.

Task E – Geotechnical Engineering Support During Construction

Provide geotechnical testing and observation services during construction.

B. REFERENCES

Key Staff Member	Reference 1	Reference 2	Reference 3
Jeremy Zorne, PE, GE	Jim Konopka Senior Park Planner (Retired), City of Folsom, Parks and Recreation 916.351.3516	Britton Snipes, PE Town Engineer, Town of Loomis, Public Works 916.851.8905	Tony Firenzi, PE, Deputy Director of Technical Services, Placer County Water Agency 530.823.4886
John Pfeiffer, PG, CEG	James DiGiorgio, PE Chief, California Department of General Services, Professional Services Branch 916.375.4268	Mike Brown Gary Leach Project Managers, California State Parks Mike: 916.445.8687 Gary: 916.445.8691	Matt Randall, PE Senior Project Engineer County of Placer, Department of Public Works, 530.745.3564
Mark Repking, PG	Kyle Bickler, PE, GE Senior Engineer Department of Water Resources, Division of Flood Management, Flood Projects Office, 916.574.0936	Rob Nixon, PE, GE Geotechnical Engineer, AECOM, 916.679.2000	Jim Konopka Senior Park Planner (Retired), City of Folsom, Parks and Recreation 916.351.3516
Bob Dail	Tony Firenzi, PE Deputy Director of Technical Services, Placer County Water Agency 530.823.4886	Robert LoRusso, PE Resident Engineer for Rancho Cordova Public Works, Salaber Associates 707.689.3890	Michael Hiatt UC Davis Design and Construction Management 530.304.7739

C. DBE GOALS

Geocon is not a Disadvantaged Business Enterprise (DBE) but regularly utilizes DBE firms to fulfill agency goals. Services we will utilize DBE firms for include geotechnical drilling, environmental drilling, traffic control, and analytical laboratory testing.

APPENDIX A

RESUMES





Years of Experience

22 (22 w/Geocon)

Education

MS, Civil Engineering
(Geotechnical),
California State
University, Sacramento

BS, Civil Engineering,
California State
University, Sacramento

Registrations

CA: Geotechnical
Engineer, No. 2636

CA: Professional
Engineer, Civil, No.
60936

Mr. Zorne has 22 years of experience conducting and managing geotechnical engineering investigations throughout Northern California. His diverse project experience includes water/wastewater treatment and distribution facilities, transportation infrastructure (roadways, bridges, and retaining walls), educational facilities, parks and recreation facilities, commercial/industrial development, and residential development. Mr. Zorne is known for responsive service and dedicated to providing cost-effective, practical solutions for difficult geotechnical challenges. Mr. Zorne manages a statewide on-call geotechnical services contract with the California Department of Parks and Recreation where he has worked on more than 25 storm-damage related roadway slides. He is currently working with Parks and Recreation on identifying and conducting site visits on over 100 slide and washout areas throughout the California park system caused by the 2017 storms.

Relevant Project Experience:

MORTON ROAD EMERGENCY REPAIR PROJECT, PLACER COUNTY, CALIFORNIA

Mr. Zorne was the geotechnical principal-in-charge and construction testing services manager for the emergency repairs on Morton Road. Geocon was part of the initial team brought in to conduct a full design level geotechnical evaluation of Morton Road. Geocon and our driller subcontractor were onsite performing the field investigation 11 days after the washout. Geocon provided the County with a comprehensive Geotechnical Foundation Report which included foundation recommendations (deep, CIDH piles, and retaining walls) and grading and earthwork recommendations. Geocon performed observation, sampling, and testing (field and laboratory) of soils, concrete, and HMA, observed CIDH pile installation, and performed compaction testing of subgrade materials during construction for the Construction Management firm.

LODGE ROAD SLOPE FAILURE, BIG BASIN REDWOODS STATE PARK, SANTA CRUZ COUNTY, CALIFORNIA

Mr. Zorne served as principal-in-charge for the geotechnical investigation of a slope failure on Lodge Road at Big Basin Redwoods State Park in Santa Cruz County, to assist in repairing the slope failure and reestablishment a suitable roadway through the area. The slope failure damaged an approximately 70-foot-long section of Lodge Road and is located between a park staff residential area and park maintenance and visitor facilities. Lodge Road traverses the east slope of the Union Creek drainage, and the creek is approximately 80 to 90 feet below the roadway at the site. We provided a geotechnical report of findings, conclusions and recommendations for the cause of the slope failure, need for a site-specific topographic mapping of the entire slope failure area and adjacent terrain above and below the failure, and included two potential slope failure repair alternatives.

MT. DIABLO STATE PARK, NORTH GATE ROAD LANDSLIDE AREA No. 1, CONTRA COSTA COUNTY, CALIFORNIA

Mr. Zorne was the contract manager and provided quality control services during the geotechnical investigation of the landslide along North Gate Road. The site of the slide has experienced episodic slope failures and repairs over time. Geocon investigated the portion of North Gate Road between the

landslide and the soldier pile wall to evaluate the feasibility of implementing a repair/mitigation measure in this area. Due to the Department's request to minimize environmental impacts during repairs, Geocon recommended that soldier pile walls would have less impact on the environment than grading operations.

HEARST CASTLE ROAD SLIDES, HEARST CASTLE STATE PARK, SAN LUIS OBISPO COUNTY, CALIFORNIA

Mr. Zorne is the principal-in-charge over the geotechnical investigation for two slope failures on Hearst Castle Road at Hearst Castle State Park in San Luis Obispo County, California. The two landslides run along the slope of the roadway, with one approximately 40 feet long and the other approximately 70 feet long, and both to a depth about 10 feet deep, extending about 100 feet downslope. State Parks is planning to repair the road failures and is seeking financial assistance from FEMA. The purpose of our geotechnical services is to evaluate the subsurface conditions at the slope failure locations and provide geotechnical recommendations for design and construction of the project. Having completed field work and laboratory testing, Geocon is currently performing geotechnical analysis and report preparation.

WESTSIDE ROAD AND COVE ROAD SLIPOUTS, SHASTA COUNTY STORM DAMAGE PROJECTS, SHASTA COUNTY, CALIFORNIA

Mr. Zorne is the principal-in-charge, providing QA/QC oversight for the geotechnical investigations for the Westside Road and Cove Road Slipouts in Shasta County that were caused by severe rains in January and February 2017. Seven slipout locations along Westside Road and Cove Road are to be repaired with FEMA, Cal OES, and Shasta County funding sources. Repair of these sites is anticipated to consist of either soldier pile walls, anchored gabion baskets, or reinforced earth backfill and rock slope protection. The slipouts impacted the outboard edges of portions of roadway, and in once case the entire roadway, for distances varying in length from 38 feet to 210 feet, having encroached anywhere from 5 feet to 24 feet deep into the roadway. Geocon is currently performing the geotechnical investigation for these storm damaged projects. Field work is complete and we have provided initial repair concepts to our client for consideration. Once we receive feedback from them, we will finalize our recommendations and provide geotechnical investigation reports.

PLACER COUNTY WATER AGENCY (PCWA), ON-CALL GEOTECHNICAL ENGINEERING AND MATERIALS TESTING SERVICES, PLACER COUNTY, CALIFORNIA

Mr. Zorne is the Project Manager overseeing the geotechnical engineering, and materials testing and special inspection services, supplementing PCWA's current construction team to provide materials testing and inspection for asphalt, concrete, and soil, on an on-call basis. Geocon has provided geotechnical, materials testing, and inspection services to over 40 PCWA projects since 2008 for roadways, pipelines, tanks, treatment plants, pump stations and other related facilities. Projects in Lincoln include the Whitney Ranch Highway 65 Interchange Pipeline and the Lincoln Metering and Hydroelectric Station.



Years of Experience

30 (9 w/Geocon)

Education

BS, Geology, University of California, Davis

Registrations

CA: Professional Geologist, No. 6984

CA: Certified Engineering Geologist, No. 2372

Certifications

OSHA: 40-Hour HAZWOPER

OSHA: Refresher Training

Mr. Pfeiffer has provided geologic, hydrogeologic, and environmental expertise on public and private projects in Northern California since 1989. He has conducted numerous soil and groundwater studies for both geotechnical and environmental purposes. In association with some projects, he has conducted studies to assess the influence of rivers, tidal fluctuations and/or municipal well operation on site-specific groundwater conditions. Mr. Pfeiffer's expertise includes conducting geologic background research and reconnaissance in support of landslide and slope stability evaluations, geologic hazard studies, environmental site assessments, and erosion, flooding, dewatering, and seismic investigations.

Relevant Project Experience:

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, ON-CALL GEOTECHNICAL SERVICES, CALIFORNIA

Mr. Pfeiffer provides geologic and hydrogeologic consultation on projects under this contract. Since 2005, Geocon has been providing geotechnical engineering services under on-call contracts with California State Parks. Our services have typically included geotechnical investigations and engineering geology evaluations for new park facilities, infrastructure, and rehabilitation projects. To date, we have provided geotechnical and geological services for over 50 State Parks throughout the state.

MORTON ROAD EMERGENCY REPAIR PROJECT, PLACER COUNTY, CALIFORNIA

Mr. Pfeiffer conducted the geotechnical field investigation for the emergency repairs on Morton Road. Geocon was part of the initial team brought in to conduct a full design level geotechnical evaluation of Morton Road. Geocon and our driller subcontractor were onsite performing the field investigation 11 days after the washout. Geocon

provided the County with a comprehensive Geotechnical Foundation Report which included foundation recommendations (deep, CIDH piles, and retaining walls) and grading and earthwork recommendations. Geocon performed observation, sampling, and testing (field and laboratory) of soils, concrete, and HMA, observed CIDH pile installation, and performed compaction testing of subgrade materials during construction for the Construction Management firm.

HEARST CASTLE ROAD SLIDES, HEARST CASTLE STATE PARK, SAN LUIS OBISPO COUNTY, CALIFORNIA

Mr. Pfeiffer is the project manager over the geotechnical investigation for two slope failures on Hearst Castle Road at Hearst Castle State Park in San Luis Obispo County, California. The two landslides run along the slope of the roadway, with one approximately 40 feet long and the other approximately 70 feet long, and both to a depth about 10 feet deep, extending approximately 100 feet downslope. State Parks is planning to repair the road failures and is seeking financial assistance from FEMA. The purpose of our geotechnical services is to evaluate the subsurface conditions at the slope failure locations and provide geotechnical recommendations for design and construction of the project. Having completed field work and laboratory testing, Geocon is currently performing geotechnical analysis and report preparation.

LODGE ROAD SLOPE FAILURE, BIG BASIN REDWOODS STATE PARK, SANTA CRUZ COUNTY, CALIFORNIA

Mr. Pfeiffer served as project manager for the geologic and geotechnical investigation of a slope failure on Lodge Road at Big Basin Redwoods State Park in Santa Cruz County, to assist in repairing the slope failure and reestablishment a suitable roadway through the area. The slope failure damaged an approximately 70-foot-long section of Lodge Road and is located between a park staff residential area and park maintenance and visitor facilities. Lodge Road traverses the east slope of the Union Creek drainage, and the creek is approximately 80 to 90 feet below the roadway at the site. We provided a geologic and geotechnical report of findings, conclusions and recommendations for the cause of the slope failure, need for a site-specific topographic mapping of the entire slope failure area and adjacent terrain above and below the failure, and included two potential slope failure repair alternatives.

MT. DIABLO STATE PARK, NORTH GATE ROAD LANDSLIDE AREA NO. 1, CONTRA COSTA COUNTY, CALIFORNIA

Mr. Pfeiffer was the senior engineering geologist during the geotechnical investigation of the landslide along North Gate Road. The site of the slide has experienced episodic slope failures and repairs over time. Geocon investigated the portion of North Gate Road between the landslide and the soldier pile wall to evaluate the feasibility of implementing a repair/mitigation measure in this area. Geocon recommended either grading or soldier pile walls to repair the landslide. Due to the Department of Parks and Recreation's request to minimize environmental impacts during repairs, Geocon recommended that soldier pile walls would have less impact on the environment than grading operations.

WESTSIDE ROAD AND COVE ROAD SLIPOUTS, SHASTA COUNTY STORM DAMAGE PROJECTS, SHASTA COUNTY, CALIFORNIA

Mr. Pfeiffer served as senior geologist for the geotechnical investigations for the Westside Road and Cove Road Slipouts in Shasta County that were caused by severe rains in January and February 2017. Seven slipout locations along Westside Road and Cove Road are to be repaired with FEMA, Cal OES, and Shasta County funding sources. Repair of these sites is anticipated to consist of either soldier pile walls, anchored gabion baskets, or reinforced earth backfill and rock slope protection. The slipouts impacted the outboard edges of portions of roadway, and in once case the entire roadway, for distances varying in length from 38 feet to 210 feet, having encroached anywhere from 5 feet to 24 feet deep into the roadway. Geocon is currently performing the geotechnical investigation for these storm damaged projects. Field work is complete and we have provided initial repair concepts to our client for consideration. Once we receive feedback from them, we will finalize our recommendations and provide geotechnical investigation reports. Mr. Pfeiffer conducted and managed the geologic and geotechnical field investigations and provided geologic analysis on this project.



Years of Experience

15 (13 w/Geocon)

Education

BS, Geological Sciences, San Diego State University

Registrations

CA: Professional Geologist,
No. 8569

Certifications

Caltrans: 105, 106, 125, 201,
202, 205, 216, 217, 226, 229,
231, 308, 375, 521

Nuclear Density Gauge

Mr. Repking has 15 years of experience working on a wide variety of geotechnical and environmental projects throughout northern California. He has substantial technical experience including geotechnical materials testing, drilling oversight, sample collection, site reconnaissance, footing and foundation inspection, soil and material inspection, laboratory sample analysis, and onsite consultation. Mr. Repking manages the Rancho Cordova materials laboratory and ensures that all tests are conducted under proper protocol and that the laboratory maintains its accreditation through USACE, AMRL, CCRL, DSA, and Caltrans.

Relevant Project Experience:

MORTON ROAD EMERGENCY REPAIR PROJECT, PLACER COUNTY, CALIFORNIA

Mr. Repking served as the laboratory manager for the emergency repairs on Morton Road. Geocon was part of the initial team brought in to conduct a full design level geotechnical evaluation of Morton Road. Geocon and our driller subcontractor were onsite performing the field investigation 11 days after the washout. Geocon provided the County with a comprehensive Geotechnical Foundation Report which included foundation recommendations (deep, CIDH piles, and retaining walls) and grading and earthwork recommendations. Geocon performed observation, sampling, and testing (field and laboratory) of soils, concrete, and HMA, observed CIDH pile installation, and performed compaction testing of subgrade materials during construction for the Construction Management firm.

PENRYN ROAD CULVERT FAILURE AT SECRET RAVINE CREEK, PENRYN, PLACER COUNTY, CALIFORNIA

Mr. Repking is the laboratory manager for the geotechnical investigation of the proposed repair of a failed culvert along Penryn Road at Secret Ravine Creek, near the community of Penryn in Placer County, California. Northern California experienced above-average precipitation over the 2016-2017 winter season which resulted in high flows in local creeks, streams, and rivers. Approximately 1,400 feet south of Interstate 80, Penryn Road crosses Secret Ravine Creek via a buried corrugated metal pipe (CMP) culvert. The CMP is significantly deteriorated at the bottom and portions are failing, resulting in settlement of the roadway above. Placer County wants to replace the failed culvert as soon as possible and is designing a replacement of the structure with a slab bridge that will clear-span the creek. With our field work complete, we are currently coordinating with the County on project design elements in order to provide geotechnical recommendations for design and construction of the proposed repair. Mr. Repking oversaw the geotechnical laboratory testing and test results of soil samples.

WESTSIDE ROAD AND COVE ROAD SLIPOUTS, SHASTA COUNTY STORM DAMAGE PROJECTS, SHASTA COUNTY, CALIFORNIA

Mr. Repking is the laboratory manager for the geotechnical investigations for the Westside Road and Cove Road Slipouts in Shasta County that were caused by severe rains in January and February 2017. Seven slipout locations along Westside Road and Cove Road are to be repaired with FEMA, Cal OES, and Shasta County funding sources. Repair of these sites is anticipated to consist of either soldier pile walls, anchored gabion baskets, or reinforced earth backfill and rock slope protection. The slipouts impacted

the outboard edges of portions of roadway, and in once case the entire roadway, for distances varying in length from 38 feet to 210 feet, having encroached anywhere from 5 feet to 24 feet deep into the roadway. Geocon is currently performing the geotechnical investigation for these storm damaged projects. Field work is complete and we have provided initial repair concepts to our client for consideration. Mr. Repking oversaw the geotechnical laboratory testing and test results of soil samples.

HEARST CASTLE ROAD SLIDES, HEARST CASTLE STATE PARK, SAN LUIS OBISPO COUNTY, CALIFORNIA

Mr. Repking is the laboratory manager for the geotechnical investigation of two slope failures on Hearst Castle Road at Hearst Castle State Park in San Luis Obispo County, California. The two landslides run along the slope of the roadway, with one approximately 40 feet long and the other approximately 70 feet long, and both to a depth about 10 feet deep, extending about 100 feet downslope. State Parks is planning to repair the road failures and is seeking financial assistance from FEMA. The purpose of our geotechnical services is to evaluate the subsurface conditions at the slope failure locations and provide geotechnical recommendations for design and construction of the project. Having completed field work and laboratory testing, Geocon is currently performing geotechnical analysis and report preparation. Mr. Repking oversaw the geotechnical laboratory testing and test results of soil samples.

FORESTHILL ROAD/LOWER LAKE CLEMENTINE IMPROVEMENT, PLACER COUNTY, CALIFORNIA

Mr. Repking performed laboratory testing for this project, which included road widening, horizontal curve correction, and new pavement structural sections. Geocon provided compaction testing services for engineered fill, subgrade soil, AB and HMA. Geocon also provided materials testing and field compaction testing for construction of a 700 linear-foot, mechanically-stabilized earth (MSE) retaining wall. This federally-funded project required all testing to be performed in accordance with Caltrans test procedures using Caltrans-certified technicians.

HORSESHOE BAR ROAD AT VISTA DRIVE ROADWAY IMPROVEMENTS, PLACER COUNTY, CALIFORNIA

Mr. Repking performed laboratory testing for this project. The project consisted of a vertical curve correction which required a new retaining wall and pavements structural section. Geocon provided compaction testing services for utility trench backfill, subgrade, aggregate base (AB) and hot mix asphalt (HMA). Geocon also provided materials testing and laboratory compressive strength testing for concrete and grout for the new retaining wall. Geocon's services were performed in accordance with Caltrans test procedures using Caltrans-certified technicians.



Years of Experience

29 (7 w/Geocon)

Certifications

Caltrans: 105, 125, 231, 375, 504, 518, 533, 539, 540, 556, 557

ACI: Concrete Field Testing Technician, Grade 1, No. 01120093

Nuclear Gauge Training

Mr. Dail has over 29 years of experience performing a variety of inspection and testing services during construction of public works and large commercial projects. He is Geocon's Field Services Manager and oversees all testing and inspection projects throughout Northern California. Responsibilities include technician dispatch, coordination, testing, observing, inspecting and reporting of work in progress with respect to project plans and specifications, plan reading, writing daily reports, attending project-related meetings, and communicating effectively with project managers, engineers, architects and construction managers. Mr. Dail is certified through ACI and Caltrans (CTMs 105, 125, 231, 375, 504, 518, 533, 539, 540, 556, 557), with extensive experience in Caltrans test methods and procedures. He is currently providing materials testing services for the following on-call/retainer contracts: Napa County, Yolo County, Placer County, City of Folsom, City of Sacramento, Placer County Water Agency and University of California at Davis.

Relevant Project Experience:

MORTON ROAD BRIDGE EMERGENCY REPAIR PROJECT, ALTA, PLACER COUNTY, CALIFORNIA

Mr. Dail served as field services manager for the Morton Road Bridge Emergency Repair Project in Placer County. On January 10, 2017, heavy rains created powerful flows in Canyon Creek that washed out an 8-foot diameter plate culvert within an earthen fill embankment and

destroyed approximately 75 feet of the two-lane Morton Road that was on top. The County constructed a 113 feet long and 28.8 feet wide bridge across Canyon Creek at the former culvert crossing location. The new bridge is a single-span structure of a reinforced cast-in-place concrete deck on five precast concrete California Wide-Flange Girders, and was designed in accordance with Caltrans design standards. Mr. Dail managed the field services and provided testing for the materials testing of soil and concrete, observation of earthwork/site grading operations, and compaction testing of roadway subgrade, Aggregate Base (AB), and hot-mix asphalt (HMA) pavement. From start to finish, the new bridge was design and completed in under six months, restoring access to the affected residents.

OPHIR ROAD PIPELINE EXTENSION, AUBURN, CALIFORNIA

The recent drought in California caused Placer County's Ophir Gardens Community's water system to become vulnerable to unclean water. Placer County Water Agency (PCWA) extended the Ophir Road pipeline to provide a safe and reliable water supply to this community as well as other properties along the route on Ophir Road (Historic U.S. Highway 40). The project consisted of installing approximately 2,200 linear feet of 12-inch and 8-inch ductile iron pipe water line within the existing Ophir Road alignment using conventional excavation and cover techniques. Mr. Dail was the field services manager for materials testing services for this project as part of our on-call testing services contract with PCWA. Services included sampling onsite and import soil and aggregate material, and providing laboratory compaction curves for each material type. We tested and observed compaction of the pipeline trench initial backfill (sand) and final backfill (soil and/or aggregate base [AB]) per ASTM test procedures; the

final backfill, including final AB placement for roadway restoration, was tested using Caltrans test procedures, in accordance with Placer County and PCWA requirements. We also provided as needed geotechnical engineering consultation during construction.

CURTIS PARK WATER MAIN REPLACEMENT PROJECT, PHASE II, SACRAMENTO, CALIFORNIA

The Curtis Park Water Main Replacement project was part of the City of Sacramento's Accelerated Water Meter Program, created to improve water conservation efforts within the City in response to the California drought. The project replaced approximately 24,000 linear feet of 6-inch, 8-inch and 12-inch water mains in street right-of-ways, abandoned existing backyard mains, and placed approximately 1,031 meters on new and existing services. Mr. Dail served as the field services manager over the compaction testing services, provided under our on-call contract with the City of Sacramento, Public Works Department. Services included trench backfill placement observation and compaction testing to verify compliance with project plans and specifications.

PACIFIC HEIGHTS SIPHON, PLACER COUNTY, CALIFORNIA

Mr. Dail was a senior technician providing installation, backfill, and compaction observation during construction of the project. He also verified that grade and flow line were being met. The project consisted of constructing approximately 824 linear feet (lf) of new 54-inch ductile iron pipeline and approximately 280 lf of 12- and 16-inch blow-off drain pipeline. The 54-inch pipeline replaced a portion of existing Boardman Canal (both aboveground and concrete arch tunnel) which passes through the Pacific Heights Apartment complex located at the southeast corner of Pacific Avenue and Sacramento Street in the City of Auburn.

HORSESHOE BAR ROAD AT VISTA DRIVE ROADWAY IMPROVEMENTS, PLACER COUNTY, CALIFORNIA

Mr. Dail managed field services for this Federally-funded roadway improvement project. The project consisted of a vertical curve correction which required a new retaining wall and pavements structural section. Geocon provided compaction testing services for utility trench backfill, subgrade, aggregate base (AB) and hot mix asphalt (HMA). Geocon also provided materials testing and laboratory compressive strength testing for concrete and grout for the new retaining wall. Geocon's services were performed in accordance with Caltrans test procedures using Caltrans-certified technicians.

AUBURN FOLSOM ROAD WIDENING NORTH PHASE, PLACER COUNTY, CALIFORNIA

Mr. Dail provided management and quality assurance (QA) materials testing services for the North Phase of the Auburn Folsom Road Widening project. The North Phase, which improved Auburn Folsom Road from Bell Drive to Douglas Boulevard in Granite Bay, is the final phase of the widening project. The project included widening Auburn Folsom Road from two lanes to four lanes to handle increasing traffic between the Folsom area, Granite Bay, and Roseville. QA materials testing services included in-place moisture density testing of utility trench backfill, pavement area subgrade, aggregate base (AB) placement and compaction, hot mix asphalt (HMA) placement and compaction, and structural concrete placement for a widened box culvert. All testing was performed in accordance with Caltrans test procedures by Caltrans-certified technicians.

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this 15th day of March, 2019 by and between the City of Colfax, a municipal corporation of the State of California ("City") and Geocon Consultants, Inc., a California corporation ("Consultant").

RECITALS

- A. The City desires to retain Consultant to provide the Services set forth in detail in the Scope of Work and Schedule of Fees, attached hereto and incorporated herein as Exhibit A (the "Services") subject to the terms and conditions of this Agreement.
- B. Consultant is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

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

Section 1. Services

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

Section 2. Time of Completion.

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

Section 3. Compensation.

- A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City

business but shall include at least:

- i. the date of performance of each of the Services,
- ii. identification of the person who performed the Services,
- iii. a detailed description of the Services performed on each date,
- iv. the hourly rate at which the Services on each date are charged,
- v. an itemization of all costs incurred and
- vi. the total charges for the Services for the month invoiced.

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

- B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Consultant and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits.
- C. The City shall have the right to receive, upon request, documentation substantiating charges billed to the City pursuant to this Agreement. The City shall have the right to perform an audit of the Consultant's relevant records pertaining to the charges.
- D. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

Section 4. Professional Ability; Standard of Quality.

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

Section 5. Indemnification.

Consultant shall hold harmless and indemnify, including the cost to defend, the City and its officers, and employees from and against claims, demands, damages, costs or liability that

arise out of, or pertain to, or relate to the services to be provided hereunder to the extent caused by the negligence, recklessness or willful misconduct of Consultant and/or its subcontractors 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 directly responsible to the City, or arising from the 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 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 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 per claim. 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 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.

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.

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

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

within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.

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

Section 19. Severability.

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

Section 20. Entire Agreement; Amendment.

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

Section 21. Time of the Essence.

Time is of the essence in the performance of the Services. The Consultant will perform its

Services with due and reasonable diligence consistent with sound professional practices and shall devote such time to the performance of the Services as may be necessary for their timely completion.

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: Geocon Consultants, Inc.
 3160 Gold Valley Drive, Suite 800
 Rancho Cordova, CA 95742

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: Wes Heathcock

Printed Name: Jeremy Zorne, PE, GE

Title: City Manager

Title: Vice President

Date: _____

Date: 02/22/2019

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

SCOPE OF WORK AND SCHEDULE OF FEES

Task A – Geotechnical Review and Evaluate Potential Repair Options

- Perform a limited geologic literature review to aid in evaluating the geologic and seismic conditions present at the site. Review previous geotechnical reports for projects in the area.
- Review the original geotechnical design report (Fugro West, Inc., 2008), the H&K report, design plans, and construction documentation (Daily Field Reports, photographs, field test results, etc.).
- Review available survey information (Dundas Geomatics).
- Evaluate whether or not additional survey and/or subsurface information is necessary.
- Coordinate/collaborate with geotechnical specialty contractors and general engineering contractors to evaluate feasible repair alternatives. During this phase, Geocon will solicit informal advice and opinions of feasible repair alternatives from geotechnical specialty contractors. We will not engage or otherwise contract with any geotechnical specialty contractors for this phase of the project and no fees will be charged by the geotechnical specialty contractor.
- Perform site visits as necessary.
- Evaluate rough order of magnitude (ROM) costs for selected alternatives. Consult with the City to determine the preferred repair approach.
- Prepare a Technical Memorandum summarizing the evaluation and recommendations.

Task B – Develop Plans and Specifications

- We will retain the services of Dundas Geomatics to perform additional topographic surveys (if needed).
- If the repair consists of a design-build in-situ stabilization (such as plate piles or soil nails), we will coordinate and review the design-build submittal prepared by the specialty geotechnical contractor.
- If the repair consists of removal and replacement of the slope (grading), we will provide recommended details for slope removal, subdrainage installation, and engineered fill placement. We will retain the services of Dundas Geomatics subconsultant to prepare a grading plan and develop specifications based on Geocon's recommendations. We will develop specifications for the project as necessary
- At a minimum, we expect that a minor grading plan and brief specifications will be necessary to facilitate the necessary drainage improvements at the top of the slope, regardless of the repair. Dundas Geomatics will prepare the minor grading plan.

Task C – Prepare Bid Package and Bidding Assistance

- Prepare and submit bid packages for the selected repair
- Assist in reviewing and evaluating project bids.

Task E – Geotechnical Engineering Support During Construction

- Provide geotechnical testing and observation services during construction.

PROPOSED FEES

We propose to perform the scope of services outlined herein on a time-and-materials basis. We estimate the following fees:

Services	Estimated Fee
Task A – Geotechnical Review and Evaluate Potential Repair Options	\$5,000
Task B – Develop Plans and Specifications	\$7,500 to \$15,000*
Task C – Prepare Bid Package and Bidding Assistance	\$5,000*
Task D – Geotechnical Engineering Support During Construction	TBD**
* Tasks B and C scope is dependent on Task A results. This is a conservative estimated fee. Actual fees will likely be less if no additional survey information is needed.	
**We will prepare a cost agreement for construction services once a mitigation approach has been selected and a project construction schedule has been established.	

Our fees are based on the attached 2019 Schedule of Fees/Terms and Conditions, which is incorporated into and made a part of this proposal, and current subcontractor rates. A current rate schedule for Dundas Geomatics is also attached. If we encounter unforeseen conditions, or if we experience delays or circumstances beyond our control, we will notify you immediately to discuss modifications to the scope of services and/or project fees.

DELIVERABLES AND SCHEDULE

The following table summarizes our services, deliverables, and schedule:

Services	Deliverable	Due Date
Task A – Geotechnical Review and Evaluate Potential Repair Options	Technical Memo	March 29, 2019
Tasks B and C – Develop Plans and Specifications, Prepare Bid Package and Bidding Assistance	Plans and Specifications and Bid Package	April 30, 2019

Attachments: Geocon 2019 Schedule of Fees
Dundas Geomatics Hourly Rate Schedule, 2019

2019 SCHEDULE OF FEES

PROFESSIONAL SERVICES

Engineering Assistant/Laboratory Technician.....	\$75/hr.
Engineering Field Technician/Special Inspector I	80/120(PW)*/hr.
Engineering Field Technician/Special Inspector II	90/130(PW)*/hr.
Engineering Field Technician/Special Inspector III/Equipment Operator	100/140(PW)*/hr.
Word Processor/Technical Editor/Draftsman	80/hr.
Research Assistant/Technical Illustrator/Senior Draftsman.....	90/hr.
Project Coordinator/GIS Specialist/Field Supervisor.....	100/hr.
Staff Engineer/Geologist/Scientist.....	115/hr.
Senior Staff Engineer/Geologist/Scientist	125/hr.
Project Engineer/Geologist/Scientist/Construction Supervisor.....	135/hr.
Senior Project Engineer/Geologist/Scientist.....	150/hr.
Senior Engineer/Geologist/Scientist/Certified Industrial Hygienist.....	165/hr.
Associate Engineer/Geologist/Scientist	195/hr.
Principal Engineer/Geologist/Scientist/Litigation Support	235/hr.
Deposition or Court Appearance	400/hr.
Overtime and Saturday Rate	1.5 X Regular Hourly Rate
Sunday and Holiday Rate	2 X Regular Hourly Rate
Minimum Professional Fee.....	\$500/Project
Minimum Field Services Fee (per day or call-out).....	4 Hours

*Prevailing Wage (PW) per requirements of California Labor Code §720, et. Seq.

TRAVEL

Personnel	Regular Hourly Rate
Subsistence (Per Diem).....	\$175/day
Vehicle Mileage	0.75/mile

EQUIPMENT & ANALYTICAL TESTS

Nuclear Gauge	Included in Technician Hourly Rate	Level D PPE/Decon Rinse Equipment	\$50/day
Pick-up Truck	\$125/day	pH/Conductivity/Temperature Meter	50/day
Equipment Truck	200/day	55-gallon drum	65/ea.
Direct-Push Rig/Operator	170/210(PW)*/hr	TPHg/BTEX (EPA 8015M/8021B)	70/ea.
Direct-Push Sample Liner	10/ea.	TPHg/BTEX/MTBE (EPA 8015M/8260B)	100/ea.
Equipment Trailer	100/day	TPHd/TPHmo (EPA 8015M)	75/ea.
Wenner 4-Pin Earth Resistivity Meter	150/day	Fuel Oxygenate Compounds (EPA 8260B)	110/ea.
Coring Machine (concrete, asphalt, masonry).....	175/day	Volatile Organic Compounds (EPA 8260B)	150/ea.
Dynamic Cone Penetrometer	200/day	Semi-Volatile Organic Compounds (EPA 8270)	300/ea.
Dilatometer (DMT) Test Equipment	800/day	CAM 17 Metals (EPA 6010B)	170/ea.
Generator or Air Compressor.....	100/day	Single Metal (EPA 6010B)	20/ea.
GPS Unit	160/day	Pesticides (EPA 8081)	125/ea.
Drive-Tube Sampler or Hand-Auger	40/day	Soil pH (EPA 9045C)	20/ea.
Soil Sample Tube (Brass or Stainless)	10/ea.	WET or TCLP Extraction	75/ea.
Water Level Indicator	40/day	Sample Compositing	20/composite
Battery-Powered Pump	75/day	48-hour Turnaround Time	60% surcharge
Photo-Ionization Meter	125/day	24-hour Turnaround Time	100% surcharge

LABORATORY TESTS

COMPACTION CURVES

4-inch mold (D1557/D698).....	\$225/ea.
6-inch mold (D1557/D698).....	225/ea.
California Impact (CAL216).....	225/ea.
Check Point.....	100/ea.

SOIL AND AGGREGATE STABILITY

Resistance Value, R-Value (D2844/CAL301).....	\$300/ea.
R-Value, Treated (CAL301)	325/ea.
California Bearing Ratio (D1883).....	175/pt.
Stabilization Ability of Lime (C977)	180/ea.

SOIL AND AGGREGATE PROPERTIES

#200 Wash (D1140/C117)	\$75/ea.	Moisture Determination, tube sample (D2216)	\$30 of 40
Wet Sieve Analysis to #200 (D422/CAL202).....	115/ea.	Moisture Determination and Unit Weight (D2937)	40/ea.
Dry Sieve Analysis, 1.5"+ Aggregate (D6913).....	350/ea.	Atterberg Limits: Plasticity Index (D4318)	200/ea.
Hydrometer Analysis (D422)	165/ea.	Sand Equivalent (D2419/CAL217)	100/ea.
Sieve Analysis with Hydrometer (D422)	200/ea.	pH and Resistivity (CAL643)	120/ea.
Specific Gravity, Soil (D854)	85/ea.	Sulfate Content (CAL417)	90/ea.
Specific Gravity Coarse Aggregate (C127).....	60/ea.	Chloride Content (CAL422)	50/ea.
Specific Gravity Fine Aggregate (C128)	75/ea.	Organic Content (D2974).....	60/ea.
		Cut/Extract Shelby Tube	100/ea.

SHEAR STRENGTH

Unconfined Compression (D2166)	\$100/ea.
Direct Shear (D3080) (3pt)	300/ea.
Unconsolidated-Undrained Triaxial Shear (D2850)	125/pt.
Unconsolidated-Undrained Triaxial Staged (D2850)	175/ea.
Consolidated-Undrained Triaxial Shear (D4767)	300/pt.
Consolidated-Undrained Triaxial Staged (D4767)	375/ea.
Consolidated-Drained Triaxial Shear (EM1110)	400/pt.
Consolidated-Drained Triaxial Staged (EM1110).....	500/ea.

PERMEABILITY, CONSOLIDATION AND EXPANSION

Permeability, Flexible Wall (D5084)	\$300/ea.
Permeability, Rigid Wall (D5856).....	290/ea.
Consolidation (D2435)	50/pt.
Expansion Index (D4829/UBC 29-2).....	225/ea.
Swell/Collapse (D4546)	150/pt.

AGGREGATE QUALITY

Sieve Analysis to #200 (C136)	\$115/ea.
L.A. Rattler Test (500 rev.) (C131).....	200/ea.
Durability Index (D3744/CAL229).....	165/ea.
Fine Aggregate Angularity (CAL 234)	125/ea.
Flat and Elongated Particles (D4791/CAL 235)	150/ea.
Percent Crushed Particles (CAL205)	150/ea.

CONCRETE / MASONRY / REINFORCING STEEL

Compressive Strength, Cast Cylinders (C39).....	\$30/ea.
Compressive Strength, Cores (C42)	60/ea.
Flexural Strength Beam (C78/C293)	80/ea.
Splitting Tensile Test (C496).....	80/ea.
Mix Design Review	350/ea.
Trial Batch	475/ea.
Rebar Tensile / Bend (up to #11/#11 and Larger)	200/250/ea.
CMU Compressive Strength (C140)	75/ea.
Compressive Strength, Grout (C1019/UBC 21-19).....	30/ea.
Compressive Strength, Mortar (C109/UBC 21-15,16) ..	30/ea.
CMU Unit Wt., Dimen., Absorption (C140)	75/ea.
Compressive Strength, Masonry Prism (C1314)	250/ea.

HOT MIX ASPHALT

Density, Hveem (D2726/CAL308)	\$100/pt.
Stabilometer Value (D1560/CAL366).....	200/pt.
Theoretical Max. Specific Gravity (D2041/CAL309)	175/ea.
Ignition/Sieve Analysis (C136/CAL202)	215/ea.
HMA Core Unit Weight (D1188/CAL308).....	60/ea.
% Asphalt, Ignition Method (D6307/CAL382).....	100/ea.
% Asphalt, Ignition Calibration (D6307/CAL382).....	250/ea.
Rice Density/% Voids (CAL 367).....	275/ea.

***2X surcharge on rush turnaround for laboratory testing**

TERMS AND CONDITIONS

- Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
- Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
- Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem may apply when location of work dictates.
- Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum four-hour charge.
- Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
- Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of **\$50,000** or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.
 Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of **\$100,000** or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.

DDGEO
DUNDAS GEOMATICS, INC.
GEOMATIC & CIVIL ENGINEERS

HOURLY RATE SCHEDULE

2019

PRINCIPLE-INCHARGE	\$180
PROJECT MANAGER / PE or LS.....	\$145
EXPERT TESTIMONY / PE or LS (4.0 HR MIN).....	\$265
AERIAL MAPPING (DRONE).....	\$185/\$240*
PROJECT ENGINEER / PROJECT SURVEYOR.....	\$120
DRAFTER / MODELER.....	\$85
SURVEY PARTY CHIEF (w/equipment in field).....	\$170 / \$225*
(Sites with Toxic Remediation Controls).....	\$190/ \$245*
SURVEY FIELD TECHNICAN (w/ Party Chief in field).....	\$60 / \$95*
(Sites with Toxic Remediation Controls).....	...\$80/ \$105*
ADMIN	\$35
	Regular Rate / Prevailing Rate*
TRAVEL	(Combined hourly rate x travel time one way)

D & D
Since 1978

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