STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

NDRC Geotechnical Services

This Agreement ("Agreement") is made this 16th day of May 2019, by and between the County of TUOLUMNE, a political subdivision of the State of California, ("County") and River City Geoprofessionals, Inc. dba Wallace Kuhl & Associates, a California Corporation ("Consultant"), pursuant to the following terms and conditions.

1. Scope of Services: Consultant shall perform the services as described in Exhibit A, "Scope of Work". Consultant shall provide all staffing and materials necessary to perform the work as outlined in the Scope of Work.

2. Time of Performance: The services of Consultant are to commence upon execution of this Agreement, and shall be continue until December 31, 2019. This agreement may be extended for one (1) six (6) month period.

3. Compensation and Reimbursement: For Consultant's performance of Scope of Work, Consultant shall be paid in accordance with the rates listed in Exhibit B, for a total not to exceed $38,669.40. If services in addition to those required by Scope of Work, are required, the rates listed in Exhibit B will be utilized for compensation calculation. Any request for additional compensation or expenses requiring County payment to exceed the "not-to-exceed" maximum amount payable in Exhibit B shall not be approved or allowed unless consultant obtains County's written approval prior to incurring the additional expenses or performance of additional work. In the event payments equal the "not to exceed" amount, Consultant shall complete all services required under this Agreement without further compensation or cost reimbursement. Payment by County under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the County at the time of payment.

4. Method of Payment: Consultant shall submit monthly billings to County. Billings will be on a monthly basis on a percentage completed by task. Notwithstanding any provisions of this Agreement, payment to the Consultant shall not relieve the Consultant of liability to the County for damages sustained by the County because of any breach of this Agreement by the Consultant, and County may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the County from Consultant is determined.

5. Ownership and Confidentiality of Documents: All plans, reports, drawings, electronic files, designs, data, graphics, studies, documents and other writings or incidental work product prepared by and for Consultant, and by and for subconsultants in the course of implementing this Agreement, except working notes and internal documents, shall be the property of the County, and the County shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such materials to County in orderly fashion upon request, or if not previously provided, upon completion of the scope of services or termination of this Agreement and prior to release of the retention. Without the prior written consent of County, Consultant shall keep confidential and not disclose to any person, other than Consultant's subconsultants, all data and information generated by Consultant in the performance of services, or furnished to Consultant by County and marked confidential; provided, however, this provision shall not apply to data or information which are in the public domain, or previously known to Consultant, or required to be disclosed by an order issued by a court, administrative agency or other authority with proper jurisdiction.

County waives any and all claims against Consultant based upon reuse of these documents or materials for any other project not the subject of this Agreement or any unauthorized changes by the County or any third party under County's direction.

6. Independent Consultant: It is understood that Consultant, in the performance of the services pursuant to this Agreement, shall act as and be an independent consultant and shall not act as an agent or employee of the County. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to County's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, consultants, subconsultants hired or retained by the Consultant are performing in that capacity for and on behalf of the Consultant and not the County. The County shall not be obligated in any way to pay any wage claims or other claims made against the Consultant by any such employee, agent, consultant or subcontractors, or any other person resulting from the performance of this Agreement.

7. Conflict of Interest: No member, officer, or employee of the County of Tuolumne or its designees or agents, and no other public official of such locality or localities who exercise any functions or responsibilities within respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for grant activities to be performed in connection with the program assisted under this Agreement. No congressional representative and no resident commissioner shall receive any benefit from this project.

8. Professional Ability of Consultant: Consultant warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instruments, facilities, and other resources necessary to provide the County with the services contemplated by this Agreement.

9. Hold Harmless/Indemnification: Consultant shall indemnify, defend, save, protect and hold harmless County, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "County") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Consultant, its officers, employees, agents, consultants, consultants, or any person under its direction or control and shall make good to and reimburse County for any expenditures, including reasonable attorney's fees, the County may make by reason of such matters and, if requested by County, shall defend any such suits at the sole cost and expense of Consultant. Consultant's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Consultant shall not be required to indemnify or defend County for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the County.

If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This indemnification clause shall survive the termination or expiration of this Agreement.

10. Insurance: Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the following insurance policies with insurers licensed in the State of California and possessing a Best's rating of no less than A:VII. The policies or certificates thereof shall provide that thirty (30) days prior to cancellation or material change in the policy, notices of the same shall be given to the County by certified mail, return receipt requested, for all of the following stated insurance policies:

a. **Workers' Compensation Coverage:** Workers' Compensation Insurance for its employees in accordance with the laws of the State of California. In addition, Consultant shall require each subconsultant to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California for all of the subconsultant's employees.

b. **General Liability Coverage:** Commercial general liability insurance in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury and $100,000 per occurrence for property damage.

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 the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) for each occurrence of bodily injury and $100,000 per occurrence for property damage.

d. **Professional Liability**: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subconsultants, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) per claim with an aggregate limit of two million dollars ($2,000,000). Consultant agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement and any extensions thereof.

e. **General Requirement:** If a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

f. **Policy Endorsements:** Each insurance policy, except Workers' Compensation and Professional Liability, shall be endorsed with the following specific language:

1) The County of TUOLUMNE, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

2) This policy shall be considered primary insurance as respects the County, its elected or appointed officers, officials, employees, agents and volunteers (to the extent of the Consultant's negligence in the performance of its services under this Agreement), and shall include no special limitations to coverage provided to additional insured. Any insurance maintained by the County, including any self-insured retention the County may have, shall be considered excess insurance only and shall not contribute with it.

3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

4) The insurer waives all rights of subrogation against the County, its elected or appointed officers, officials, employees, agents and volunteers.

5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided

to the County, its elected or appointed officers, officials, employees, agents or volunteers.

6) The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the County.

g. **Deductibles and Self-insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the County. At the County's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

h. **Evidence of Insurance and Endorsements:** Consultant shall provide evidence of required insurance with original endorsements to County as may be required by the Risk Manager. Evidence of such insurance shall be filed with the County on or before commencement of performance of this Agreement. Current proof of insurance shall be kept on file with the County at all times during the term of this Agreement.

i. **Unsatisfactory Policies:** If at any time any of the said policies or endorsements shall be reasonably unsatisfactory to the County Risk Manager, as to form or substance, or if a company issuing such policy shall be reasonably unsatisfactory to the County Risk Manager, the Consultant shall promptly obtain a new policy, submit the same to the County Risk Manager for approval and submit a certificate thereof as herein provided.

j. **Failure to Comply**: Upon failure of the Consultant to furnish, deliver or maintain such insurance and evidence of the same as above provided, this Agreement, at the election of the County, may be forthwith declared suspended, or terminated. Failure of the Consultant to obtain and/or maintain any required insurance shall not relieve the Consultant from any liability under this Agreement.

11. Compliance with Laws: Consultant shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Consultant's performance under this Agreement. Specifically, Consultant shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

12. Licenses: Consultant represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession.

13. Controlling Law Venue: This Agreement and all matters relating to it shall be governed by the laws of the State of California and in any action brought relating to this Agreement, this Agreement shall be deemed to have been made and is to be performed in the County of Tuolumne.

14. Written Notification: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either delivered personally, transmitted by facsimile machine or sent prepaid, first class United States mail. Any such writing shall be addressed or transmitted to the other party at the address, location or facsimile number set forth below. Either party may change its address, location or facsimile number by notifying the other party of the change. Notice shall be deemed

received when (1) delivered personally, (2) transmitted by facsimile, or (3) 48 hours from the time of deposit in a United States mail box if mailed as provided in this paragraph.

	County:	**Consultant:**
Primary Contact:	Maureen Frank	Michael Watari
Organization:	County of Tuolumne	Wallace Kuhl & Associates
Address:	2 South Green Street Sonora, CA 95370	3050 Industrial Blvd. West Sacramento, CA 95691
FAX:	(209) 533-5510	(916) 372-1434

15. Consultant's Books and Records:

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to Consultant.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall, be made available for inspection or audit, at any time during regular business hours, upon written request by the County Administrator, County Counsel, County Auditor, the State Office of Housing and Community Development or a designated representative of any of these officers. Copies of such documents shall be provided to the County for inspection at County Administration Center when it is practical to do so. Otherwise unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, County may, by written request by any of the above named officers, require that custody of the records by given to the County and that the records and documents be maintained in County Administration Center. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. Entire Agreement: This Agreement constitutes the complete and exclusive statement of agreement between the County and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement. The Consultant has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and material needed, and its making of this Agreement is based on such independent investigation and research.

17. Amendments: This Agreement may be modified or amended only in writing executed by both Consultant and County and approved as to legal form by the County Counsel.

18. Waiver: No failure on the part of County to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder. A waiver by County of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. Litigation Expenses and Attorney's Fees: Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees, discovery expenses, court costs and expert witness fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

20. Execution in Counterparts: This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In enforcing this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

21. Assignment & Subcontracting: The parties recognize that a substantial inducement to County for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the prior written consent of the County. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the County. If County consents to such subcontract, Consultant shall be fully responsible to County for all acts or omissions of the subconsultant. Nothing in this Agreement shall create any contractual relationship between County and subconsultant nor shall it create any obligation on the part of the County to pay or to see to the payment of any monies due to any such subconsultant other than as otherwise is required by law.

22. Termination: This agreement may be terminated as follows by County at County's option upon Consultant's' failure, refusal or neglect to perform the duties hereunder or for any reason satisfactory to County provided, however, Consultant shall be given thirty (30) days written notice of such termination. This agreement may terminated by the Consultant upon County failure, neglect or refusal to make any payment as required hereunder. This agreement may be terminated by either party with a thirty (30) day intention notice. Consultant shall be entitled to compensation for services performed acceptably up to the effective date of termination

23. Delegation: The County Administrator, or their designee, is authorized to take any action permitted or required by the County in implementing the provisions of this Agreement.

24. Paragraph headings: Paragraph headings shall not affect the scope, meaning, intent, or applicability of the provisions of the paragraph.

25. Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

26. Funding Availability:

a. It is mutually agreed that if the County budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Consultant or to furnish any other considerations under this Agreement and Consultant shall not be obligated to perform any provisions of this Agreement.

b. If funding for this project is reduced or deleted by the County budget for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County, or offer an Agreement amendment to Consultant to reflect the reduced amount.

c. If funding for this project is reduced or deleted by the State of California Housing and Community Development (HCD), the County shall have the option to either cancel this Agreement with no liability occurring to the County, or offer an Agreement amendment to the Consultant to reflect this reduced amount.

27. Community Development Block Grant Provisions:

a. The Consultant agrees to:

1) Perform the work in accordance with the State Grant Agreement, and all applicable federal, State and local requirements including housing and building codes, such as environmental, building, planning, zoning, health and safety, relocation labor, fair employment, and historic preservation;

2) Comply with the federal and State CDBG requirements included in Exhibit "D";

3) Where applicable, maintain at least the minimum State required worker's compensation insurance for those employees who will perform all or any part of the CDBG-funded work;

4) Maintain, if legally required, unemployment insurance, disability insurance and liability insurance reasonable to compensate for inquiries or damages related to the activities of this contract;

5) Keep all program records for at least five years after the contract and any and all amendments expire and have been closed out by the funding agency or three years after the completion and resolution of any audits or lawsuits, whichever is later,

6) Allow the State of California HCD, HUD or other State or federal agencies to access all relevant records for grant monitoring or auditing purposes.

7) If applicable, comply with all CDBG requirements regarding copyrights, patents and rights in data.

8) Comply with the Child Support Compliance Act (Chapter 8 commencing with Section 5200 of Part 5 of division 9 of the Family Code).

9) Include the Anti-Lobbying certificate as Exhibit "C".

b. COUNTY agrees to monitor Consultant for compliance with State Grant Agreement.

28. Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, County's remedies shall include, but not be limited to, the following:

a. Immediately terminate the Agreement;

b Retain any other work product prepared by Consultant pursuant to this Agreement;

c. Retain a different Consultant to complete the work described in Exhibit A not finished by Consultant.

IN WITNESS WHEREOF, the parties have caused this Agreement, consisting of____pages, including this page, to be executed on the date first written above.

Consultant

5-16-19

Andrew S. Wallace **Date**
Chief Financial Officer/Chief Operating Officer

County of Tuolumne

Tracie Riggs 6-4-19

Tracie Riggs **Date**
County Administrator

Approved as to Legal Form:

6-3-19

Carlyn Drivdahl **Date**
Deputy County Counsel

Attachments:

Exhibit A– Scope of Work
Exhibit B– Budget
Exhibit C- Anti-Lobbying Certification
Exhibit D- CDBG Terms and Condition

EXHIBIT A

SCOPE OF WORK

EXHIBIT B

BUDGET

Groveland Site

Task	Percentage of Work	Cost
• Preliminary Engineering	6%	$ 960.00
• Site Reconnaissance	52%	$ 9,549.00
• Laboratory Testing and Engineering Analyses	17%	$ 3,245.00
• Report Preparation	21%	$ 3,880.00
• Plan Review	4%	$ 780.00
		$18,414.00

Tuolumne Site

Task	Percentage of Work	Cost
• Preliminary Engineering	6%	$ 960.00
• Site Reconnaissance	52%	$ 9,549.00
• Laboratory Testing and Engineering Analyses	17%	$ 3,245.00
• Report Preparation	21%	$ 3,880.00
• Plan Review	4%	$ 780.00
		$18,414.00

If additional work is required, rates listed below will be utilized.

- Hourly Rate of Proposed Key Staff

- Principal Engineer	$180/hr.
- Senior Engineer	$180/hr.
- Project Engineer	$150/hr.
- Staff Engineer	$135/hr.
- Draftsperson/GIS Technician	$100/hr.

Consultant agrees to meet all administrative milestones set forth in any State CDBG contracts made part of this agreement.

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge or belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, " Disclosure Form to Report Lobbying," in accordance with its instructions.

Signature

5-16-19
Date

CDBG-NDR TERMS AND CONDITIONS

1. Required Dun and Bradstreet DUNS Number

Prior to executing the Agreement, Consultant shall provide Contract Manager with the current DUNS number for their company and any subconsultants. HUD requires all grantees, state recipients, subrecipients and contractors to provide DUNS numbers for their agency.

2. Debarment and Suspension

Per Executive Orders 12549 and 12689 and 2 CFR 180.220, a contract award must not be made to parties listed on the government wide exclusion System for Award Management (SAM). Prior to award of any contracts or subcontracts under this Agreement, contractors and subconsultants will have their debarred status checked on the government wide exclusions in the SAM.

3. Required Federal Language from 2 CFR Part 200 Appendix II

The Department is required to have this language in all CDBG agreements. The Department is also requiring all other state agencies, state recipients and subrecipients who are using CDBG funding to have this language in their agreements.

A. Remedies: Contracts for more than the simplified acquisition threshold (currently $150,000) must address administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and provide for such sanction and penalties as appropriate.

B. Termination for Cause and Convenience:

C. Non-Discrimination Language from 41 CFR Part 60-1.4(b):
Consultant shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

D. Clean Air Act and the Federal Water Pollution Control Act:
This Agreement is subject to the requirements of the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Any contracts or subgrants made under this agreement, in excess of $150,000 must contain this provision. Consultant agrees to comply with all applicablestandards, orders or regulations issues pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Any violations of this act will be reported to the Department of Housing and Urban Development and the Regional Office of the Environmental Protection Agency (EPA).

E. Byrd Anti-Lobbying Amendment

Per the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) -- All consultants that apply or bid for an award exceeding $100,000 must file the required certification. The Consultant must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of congress, or an employee of a member of Congress in connection with

obtaining any Federal contract, grant or any other contract award covered by the above referenced Amendment. The Consultant must also disclose any lobbying with non-Federal fund that take place in connection with obtaining any Federal award.

F. Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its consultants must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

G. Rights to Inventions Made Under a Contract or Agreement

If a Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, "and any implementing regulation issued by the awarding agency.

4. Conflict of Interest of Members, Officers, or Employees of Consultants, Members of Local Governing Body, or Other Public Officials

Pursuant to 24 CFR 570.489(g) and (h), 2 CFR Part 570, and 24 CFR 85.36(b)(3), no member, officer, or employee of the Jurisdiction, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Jurisdiction shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section. It is further required that this stipulation be included in all subcontracts to this contract.

5. Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. The Jurisdiction shall report all perceived or actual conflicts of interest cases to the State for review before financial benefits are given.

6. Compliance with State and Federal Laws and Regulations

The Consultant is responsible for compliance with all applicable Federal or State laws, Executive Orders, and regulations of the CDBG NDRC program.

A. The Consultant agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the consultant, its subcontractors, and any other State provisions as set forth in this Agreement.

B. The Consultant agrees to comply with all federal laws and regulations applicable to the CDBG Program, NDRC appropriation and to the activity(ies), and with any other federal provisions as set forth in this Agreement.

7. Access to Records and Record Retention

Access by HCD or other state agency or sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

All records must be retained by the Consultant for no less than three years after receiving final payment from HCD and all other pending matters are closed.

8. Energy Policy and Conservation Act

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

9. Administrative and National Policy Requirements

Certain Administrative and National Policy Requirements apply to all HUD programs, including the NDRC NOFA, for a complete list of these requirements; see the NDRC NOFA and federal registers on HUD's website. Any party involved in the CDBG-NDR project, whether directly or indirectly, must agree to provide any information HCD requires in order to meet the aforementioned administrative and national policy requirements.

10. Use of Funds

The Appropriations Act made funds available for necessary expenses related to disaster relief and long-term recovery, recovery of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 et seq.) (Stafford Act), due to Hurricane Sandy and other eligible events in calendar years 2011, 2012, and 2013. The Appropriations Act requires funds to be used only for specific disaster-related activities and administration of those activities.

11. Applicable Statutory and Regulatory Requirements

A. All recipients of CDBG-NDR grants are subject to: (1) the requirements of the Appropriations Act; (2) the Fiscal Year (FY) 2014 Notice of Funding Availability for National Disaster Resilience Competition (CDBG-NDR NOFA), including all appendices and incorporated portions of the FY 2014 General Section (as amended); and (3) applicable regulations governing the CDBG program at 24 CFR part 570, unless modified by waivers and alternative requirements published by HUD in this NOFA or other applicable Federal Register Notices.

B. Federal Register FR-5936-N-01, contains the requirements applicable to Community Development Block Grant (CDBG) funds made available by the Disaster Relief Appropriations Act, 2013 (Public Law 113-2, approved January 29, 2013) (**Appropriations Act**) and awarded under the National Disaster Resilience Competition as CDBG National Disaster Resilience (CDBG-NDR) grants.

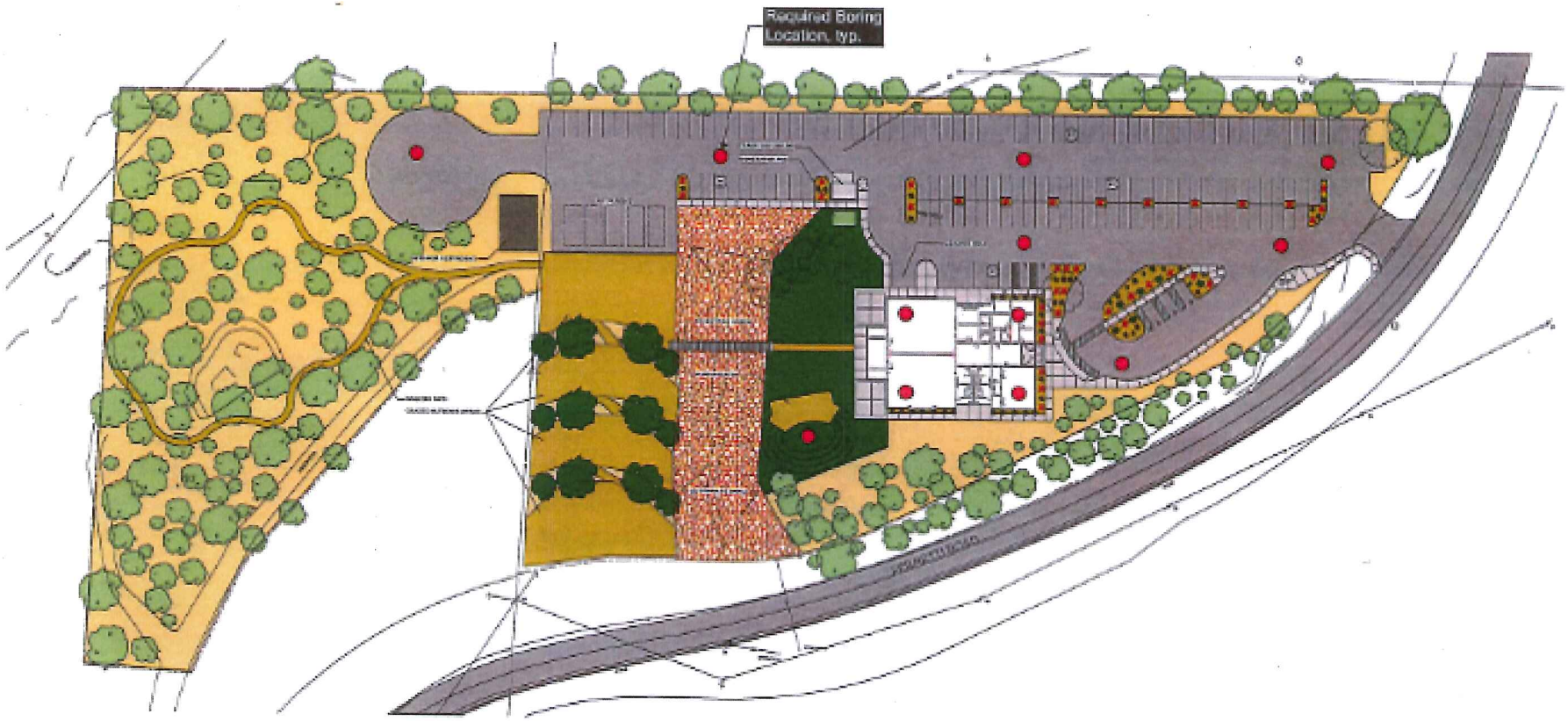
C. Note that the Office of Management and Budget (OMB) recently published Guidance for Uniform Administrative Requirements 2 CFR Part 200. These Cost Principles and Audit Requirements for Federal Awards will update 24 CFR parts 84 and 85 and supersede the Circulars listed in the Technical Correction to the FY 2014 General Section. HUD has published conforming changes to its CDBG program regulations on December 7, 2015 (80 FR 75931), that updated CDBG program regulations to reflect references to appropriate sections of 2 CFR part 200. The effective date of HUD's conforming rule is January 6, 2016 and this Agreement is subject to all these updated publications and rules.

12. Dispute Resolution

Except as otherwise provided in this Agreement, any dispute arising under or relating to the performance of this Agreement, which is not disposed of, by mutual agreement of the parties shall be decided by a two-tier process. First, the Consultant will present their dispute documentation to the CDBG-NDR Project Manager for review and resolution. If the dispute cannot be resolved by the Project Manager, then it will be presented to the Deputy Director of HCD's Division of Financial Assistance or Deputy Director of Housing Policy Division. The decision of the Deputy Director shall be final, conclusive and binding.

Exhibit A

Scope of Work



GROVELAND CRC SITE PLAN

Tuolumne County Community Resilience Center (CRC) FEBRUARY 26, 2019

LIONAKIS

TUOLUMNE CRC SITE PLAN

Tuolumne County Community Resilience Center (CRC) FEBRUARY 25, 2019

LIONAKIS

WallaceKuhl
& ASSOCIATES

Corporate Office
3050 Industrial Blvd.
West Sacramento, CA 95691
916-372-1434 (phone)
916-372-2565 (fax)

Stockton Office
3422 West Hammer Lane, Suite D
Stockton, CA 95219
209-234-7722 (phone)
209-234-7727 (fax)

April 5, 2019

Ms. Maureen Frank, Deputy County Administrator
County Administrator's Office
Tuolumne County
2 South Green Street, Sonora, CA 95370

Re: **Geotechnical Services for National Disaster Resilience Competition Community Resiliency Center**

Dear Ms. Frank and Reviewing Panel Members:

River City Geoprofessionals, Inc. dba Wallace-Kuhl & Associates (WKA) understands the importance of this contract to Tuolumne County (County). The County, in concert with Lionakis (Architect), has begun the design of two resilience centers in Groveland and Tuolumne; both with an 8,760 sq. ft. one story Type VB construction building. The Groveland site will consist of the main building plus outdoor amphitheater, graded areas for use during an emergency, walking path, outside restroom and 154 parking places and five (5) parking spaces for recreational vehicles. The Tuolumne site will consist of the main building plus a small outside area for events, and parking both adjacent to the building and across the street. There will be approximately 138 parking places.

As part of the design process, a fully vetted Geotechnical Report is required. The report shall include recommendations for mediating soil stability, soil properties, water related problems, etc. We have thoroughly vetted your RFP and have comprised a team that can meet the technical requirements, the quality of product, and the responsive service demanded by this important project. ***As shown in this submittal, WKA has significant experience in providing geotechnical engineering for all components of your project.***

Your Point-of-Contact and Project Manager is Mr. Michael Watari. Michael brings 27 years of experience with geotechnical feasibility studies, environmental support, identification and recommendations for mitigation of geologic hazards (e.g., liquefaction, landslides, rock, and soft soils), building and infrastructure improvements-, and earthwork engineering.

Michael will work closely with the County to develop a testing plan and viable approach options specific to the project locations and design. He will ensure that each task assignment is accurately evaluated for soil and groundwater characteristics; determine the final foundation design recommendations (including project specific construction methods); and review/approve WKA's geotechnical draft and final reports of all findings and conclusions.

David R. Gius, Jr., will serve as the Principal Geotechnical Engineer/Quality Assurance Officer for your project. David brings 33 years of geotechnical engineering having worked on numerous large scale building development. David understands the importance of providing the proper geotechnical investigations, analyses, and reports so integral to the preparation of structural designs that meet current design codes and safety requirements.

I, Andrew S. Wallace, am the CFO/COO for WKA, and I am duly authorized to negotiate and bind the contract on behalf of our firm. The Sample Services Agreement has been reviewed, and I agree to adhere to the provisions therein. Additionally, we are in receipt of all four County issued Addendums.

You may reach me or Michael at this letterhead's corporate contact information or via our respective direct emails: awallace@wallace-kuhl.com or mwatari@wallace-kuhl.com.

We are very excited at the opportunity to work with County staff, and we thank you for your consideration of our team.

Respectfully Submitted,

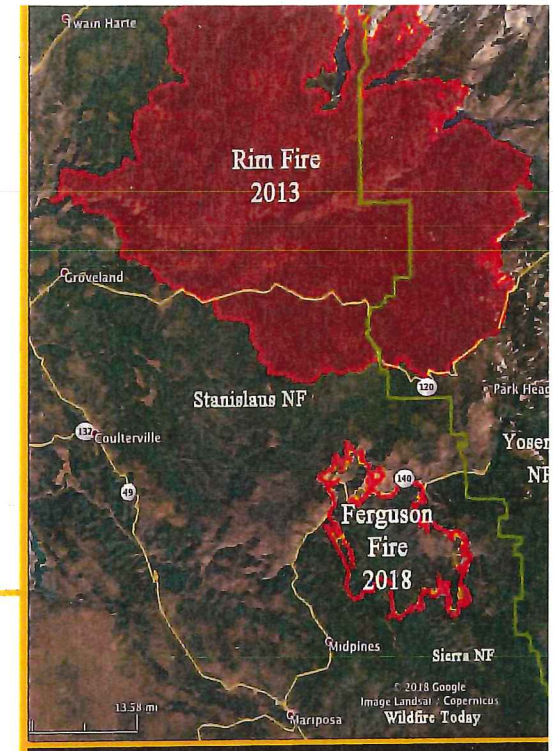
WALLACE-KUHL & ASSOCIATES

Andrew S. Wallace
Chief Financial Officer/Chief Operating Officer

Michael Watari, PE, GE
Project Manager/Point of Contact

# of Tuolumne

STRATOR'S OFFICE



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Laboratory Services

The WKA Team provides a wide variety of laboratory testing services. In addition to conducting standard tests for typical construction materials — including soils, concrete, asphalt, steel and masonry — we also have the technology and expertise to conduct specialized, less commonly performed tests.

Our WKA laboratories are regularly inspected by the AASHTO Materials Reference Laboratory (AMRL), Caltrans, the Cement and Concrete Reference Laboratory (CCRL), the Division of the State Architect (DSA) - LEA Nos. 116 and 227 - and is accredited by the American Association of State Highway and Transportation Officials (AASHTO) and the Army Corps of Engineers. Our accreditations require a program for regular maintenance, calibrations and thorough documentation for all lab and field equipment. Our laboratory testing services include:

All our WKA field and laboratory technicians maintain current certifications appropriate to their duties from:

Caltrans

American Welding Society (AWS)

American Concrete Institute (ACI)

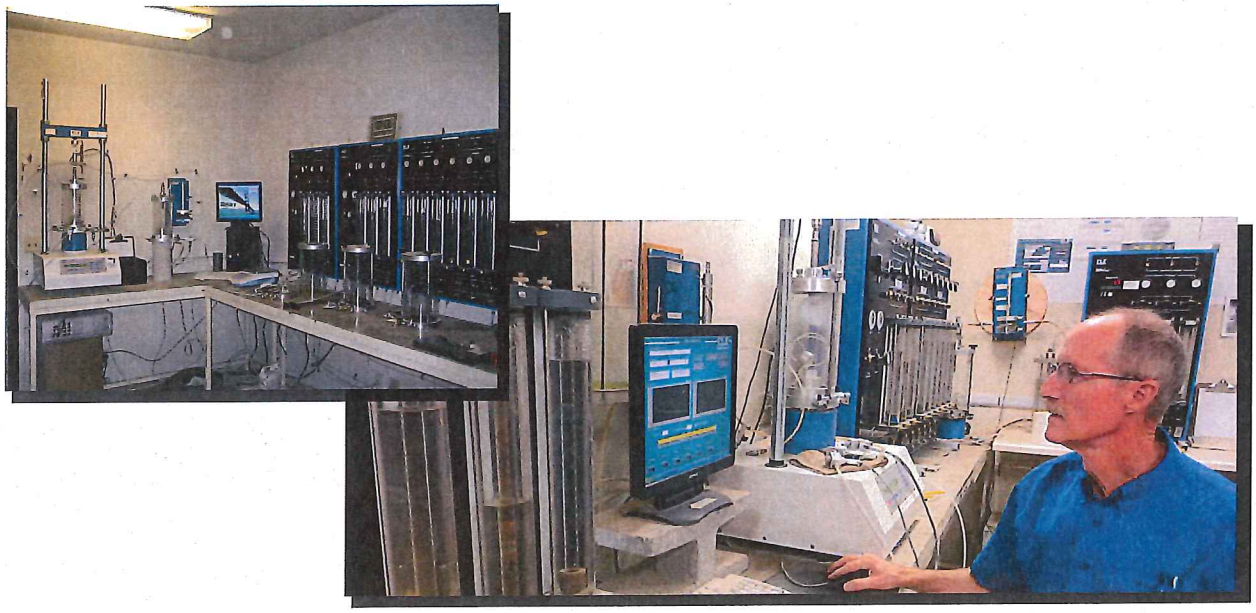
Division of the State Architect (DSA)

National Concrete Masonry Association

International Code Council (ICC)

National Institute for Certification in Engineering Technologies (NICET)

- Hardness, tensile strength and proof load testing of high-strength bolts
- Tensile strength and elongation of steel samples up to No. 14 rebar
- Organic content of soils
- Sulfate soundness, relative mortar strength evaluation and other aggregate tests
- Triaxial strength, permeability and other soils tests
- Rebar, steel cable pre-stressing and other structural steel testing
- Asphalt concrete testing, including asphalt content by the ignition oven
- Concrete testing, including drying shrinkage testing, laboratory mix design and trial batch Drying shrinkage, full-size prism and other masonry materials tests
- Soil-cement and grout testing, including laboratory trial batching, time of set, compressive strength and consistency testing



Subconsultants Introduction/Role

We have carefully selected our specialty subconsultants for their comprehensive experience; their history of working with WKA and public agency projects; and whose assigned personnel's time is committed through the duration of the project.

Gasch Geophysical Services, Inc.

Team Role	Specialized Geophysical Engineering and Underground Utility Location (if necessary)

Gasch Geophysical Services, Inc. (GGSI) is a 45+ year old geophysics and geology company with extensive experience in the aspects of engineering geophysics. GGSI is a certified micro small business (#1575460) and provides non-invasive geophysical investigations and/or exploration for a wide variety of clients and project types. Their staff of qualified professionals are California Professional Geophysicists, Geologists and Certified Engineering Geologists and have over 60 years of experience on geophysical projects. GGSI will provide non-invasive geophysical investigations and/or exploration engineering. Depending on the task assignment, GGSI can also provide refraction and reflection seismic analysis for rippability, rock mass integrity, subsurface structure delineation, and oil and natural gas exploration. Additional methodologies include:

- Ground penetrating radar (GPR) for USTs, utility locating, landfill delineation, void detection and archeological investigations;
- Electromagnetics (EM) for ground conductivity, lateral extent or changes in site materials, void detection and utility locating;
- Direct current (DC) electrical resistivity (2-D and 3-D) for groundwater development, contamination and migration investigations, leaks from man-made structure such as canals or dams, water well drill site locating, levee investigations and void detection;
- Vertical Electrical Soundings for grounding grid design at substations or power generation sites;
- Magnetics for USTs, certain mineral exploration, archeological exploration and location of buried ferrous debris;
- Bathymetrics for depth to and thickness of sediment and bottom topographic surveys (hydrographics); and
- Pipeline current mapping for locating and delineating depth and evaluation of pipeline coating integrity and cathodic protection.

Sunland Analytical

Team Role	Corrosion Testing

Sunland Analytical was incorporated in 1989 and founded by Dr. Gene Oliphant and Mr. Randy Horney. Sunland Analytical was established with the foundation of careful, quality-controlled analysis. The firm offers consulting and analytical services associated with soil, plants and water to the geo-engineering, landscape, natural habitat restoration, environmental, and agricultural industries. Its staff is composed of scientists, agronomists, chemists, and computer experts who consult with a variety of industries, providing specialized agronomic, environmental, and geo-engineering analytical testing, as well as, expert consultation in the areas of agronomy, soil chemical and physical properties, irrigation, plant nutrition, and plant pathology.

Annually, Sunland Analytical analyzes thousands of soil samples and has completed more than a million analyses. In most cases Sunland provides specific recommendation for soil amendment based on the results of these analyses. Because of the diversity of soil conditions, each consultation leads to specific solutions or combinations of solutions. Sunland Analytical has collaborated with the University of California, Davis (UCD) to develop, both for the University and Sunland Analytical, the latest techniques for use of GPS, non-invasive electromagnetic soil evaluation, and selectively statistical optimal soil sampling methodology. Sunland Analytical has worked with a variety of private business as well as governmental agencies and in varied capacities over the past 25+ years. This includes, but is not limited to, the California Department of Fish and Game, California Department of Water Resources, State of California Department of Parks, U.S. Army Corps of Engineers, U.S.D.A./ Department of Forestry, and a variety of Counties, Cities, Park and Recreation Districts, School District and athletic facilities throughout the States of California, Oregon, Arizona, Utah and Nevada.

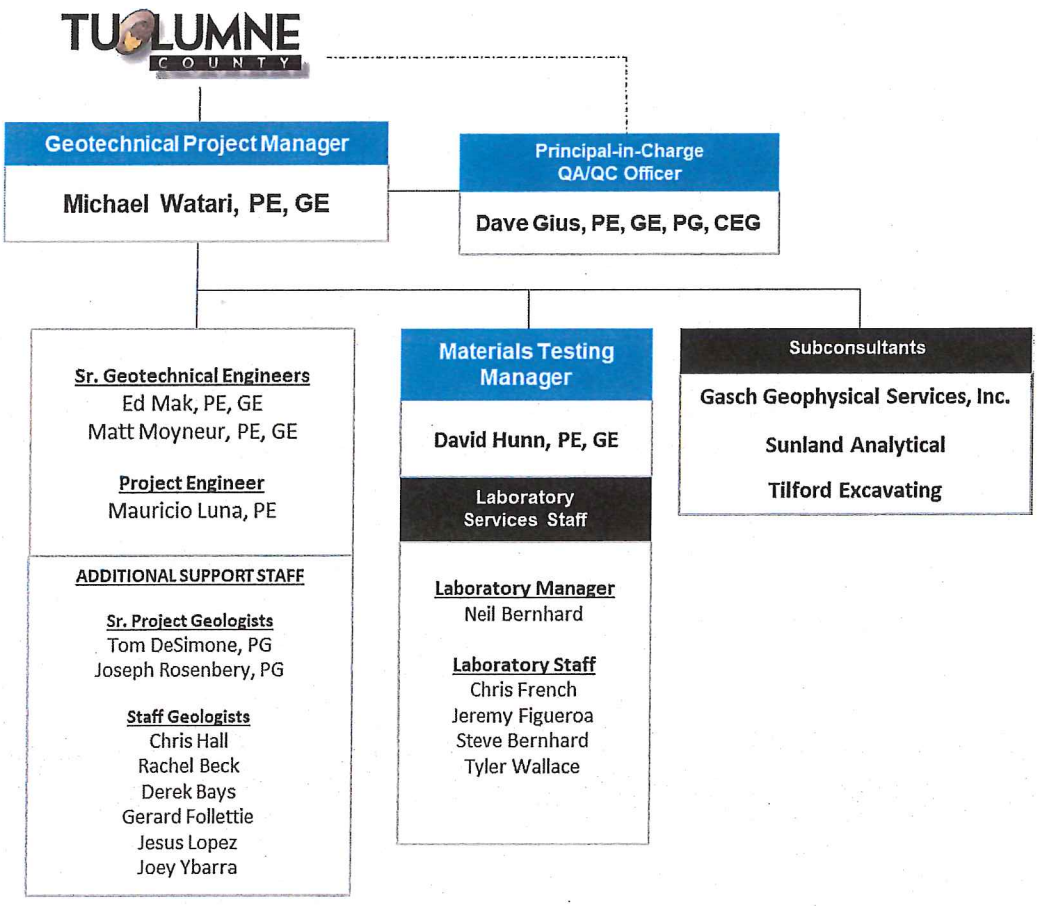
Tilford Excavating

Team Role	Backhoe Services

Tilford Excavating was founded in 2004 and provides full excavation services throughout the Sacramento Region. The firm holds a Class "A" General Engineering Contractor's license and is well experienced in commercial, industrial, and public works projects. Tilford Excavating specializes in Mass Grading; Underground Utilities; Fine Grading; and Site Development. This firm has worked with WKA on many previous projects and will bring specialized experience in backhoe excavation for the County's two project sites.

Organization Chart

We look forward to partnering with the County. Whether strategizing approaches with your staff in the office or in the field, answering questions about potential site issues, or working collaboratively with a designer, we will always act as a responsive, thoughtful teammate to the County; working to represent the County's best interest. The organization chart below shows all of the available staff for the County's NDRC Community Resiliency Centers project. ***Per the RFP requirements, the assigned key staff organization chart is shown in Tab D - Qualifications of Team.***



Tab B - Experience and References

WKA has amassed this comprehensive geotechnical experience from a variety of both public and private project types. Our geotechnical professionals perform detailed site investigations that assess the critical properties of soil, rock, and groundwater. WKA staff then evaluates subsurface data and produces critically important design-level reports that are factored into a project *before* the construction of a foundation, slope grading or other ground modifications begin. Additionally, our engineering geologists apply their scientific knowledge and experience to the planning, design, construction, and maintenance of the proposed structures, so that geologic hazards such as faults and landslides are recognized and mitigated *before* the construction of the actual structure begins.

WKA provides or has provided a wide range of on-call and other services to many different state agencies and public entities throughout California. A sample of our other County agency clients include:

- ✓ Stanislaus County
- ✓ San Joaquin County
- ✓ Sacramento County
- ✓ Yolo County
- ✓ Colusa County
- ✓ Placer County
- ✓ Sutter County
- ✓ Yuba County

Many of the above agencies are repeat clients and use our services regularly. We feel that this is a testament to the quality and economic value of our professional services. A summary of WKA's experience on project similar the contract includes the following:

Tuolumne County Courthouse, SR 108 and Old Wards Ferry Road, Sonora, Tuolumne County, CA

In June of 2011, WKA provided geotechnical engineering consultation services for the proposed courthouse. The new $65M courthouse currently under construction will consolidate operations from two other courthouses. The two-story courthouse will encompass a total building footprint of 61,000 square feet. WKA performed extensive geotechnical explorations including the excavation and sampling of test pits, in-situ percolation testing, seismic refraction surveys, and radon testing.

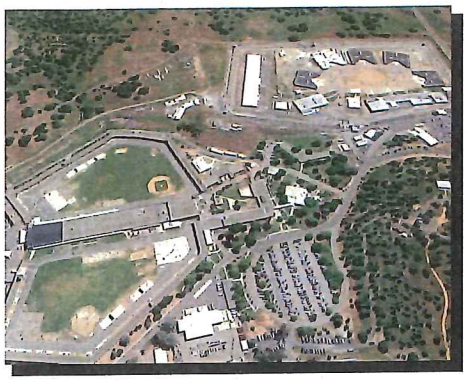
Reference: Lionakis, Mr. Nick Docous; (916) 558-1900

Calaveras Courthouse, 891 Mountain Ranch Road, San Andreas, Calaveras County, CA

The new $45.4M Calaveras County Superior Courthouse opened in 2013. The two-story courthouse encompassed a total building footprint of about 45,000 square feet. WKA provided geotechnical and geological hazard services for the project which included subsurface explorations, laboratory testing, and engineering analyses for the planned courthouse.

Reference: DLR Group, Mr. John Anderson; (916) 446-0206

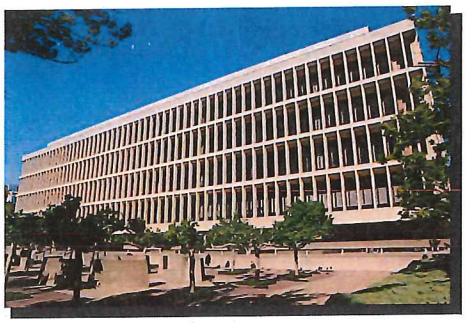
California Department of Corrections and Rehabilitation – Sierra Conservation Center
5100 O'Brynes Ferry Road, Jamestown, Tuolumne County, CA



As part of the statewide program for the California Department of Corrections and Rehabilitation, WKA provided geotechnical and geologic hazards studies for various facilities throughout California. The Sierra Conservation Center in Jamestown, California, was one of 13 facilities that WKA provided geotechnical engineering consultation services. The Sierra Conservation Center project included the design and construction of a new pharmaceutical/lab building and a health care administration building. Other site improvements included interior renovations, new site walls, and pavement areas. WKA provided the design-level Geological Hazards and Geotechnical Engineering Report for the project.

Reference: **Stantec, Mr. James Aguilar; (916) 442-3230**

Sacramento County Superior Courthouse, Sacramento, CA



In 2016, our firm completed a geotechnical engineering and geologic hazards study for the new 18-story courthouse building. The building is a steel-frame construction with interior concrete floors poured on metal deck pans and supported on a deep foundation system consisting of auger pressure grouted displacement piles. In addition to our geotechnical study, we performed a site-specific ground response study for the project that included the development of five, ground motion time histories scaled to the 5% damped response spectra.

Reference: **NBBJ Architects,** Mr. Jason Miller, Senior Associate/Project Architect, (206) 621-2371

ACCOLADE

"Wallace Kuhl & Associates has worked on multiple projects for the County of Sacramento and **continues to maintain an exceptional level of performance and professionalism** from the start of each project to the finish. Over the last few years, there have been many fast paced projects with immediate needs for engineering, soils testing and assessment. Wallace Kuhl has continued to support the County making sure reports get to us in a timely manner so our projects meet their completion deadlines. Thank you."

- ***Melody Busk, Supervisor, Construction Management and Inspection Department, Sacramento County***

Tab C - Project Approach

Provide a detailed discussion of the firm's approach to the successful complete the required scope of work. Identify key staff that would be assigned to each task.

Project Understanding

On August 17, 2013, a massive wildfire erupted in the Stanislaus National Forest, subsequently named the Rim Fire. At that time, the Rim Fire was California's fifth-largest modern wildfire. The United States Forest Service made it their highest priority fire at the time, which ultimately caused widespread destruction to the forest and surrounding communities. In 2014, the Tuolumne County Administrator's Office participated in the National Disaster Resilience Competition (NDRC) to apply for federal funds to rebuild the destroyed areas and provide an approach to increase resilience to future disasters.

In December 2014, the County was notified it was selected to move on to Phase 1 of the Competition. The County developed a Core NDRC Team and refined its application and was subsequently awarded $70M in NDRC funding. Tuolumne County is the lead agency for the development of Community Resilience Centers.

After receiving public input, County staff sent out a solicitation in December 2017 for potential property sites; 2-4 acre parcels in or near the Rim Fire evacuation area. The County received a total of eight property proposals, whereupon County staff evaluated each proposed property and conducted an initial environmental review, leading to an Environmental CEQA/NEPA document (hearings/comments anticipated in May-July 2019).

In April 2019, Tuolumne County will submit a request to the California Department of Housing & Community Development (HCD) for the release of Community Development Block Grant Disaster Recovery (CDBG-DR) funding under Title 1 of the Housing & Community Development Act of 1974, as amended, to undertake projects known as "The Groveland and The Tuolumne Community Resilience Centers", for the purpose of constructing and operating said community resilience centers.

The County in concert with Lionakis (Architect) has begun the design of these resilience centers. Both buildings will be 8,760 sq. ft., wood-framed, with interior concrete slabs-on-grade floors. Structural loads for the two buildings are anticipated to be relatively light based on this type of construction.

The Groveland site will consist of the main building plus outdoor amphitheater, graded areas for use during an emergency, walking path, outside restroom and 154 parking places and five (5) parking spaces for recreational vehicles. The site itself is irregular in shape and encompasses a total area of approximately 2.2 acres and is located on the north side of Ferretti Road. The Groveland site occupies portions of two parcels identified as Tuolumne County Assessor Parcel Numbers (APN) 006-030-054 and -063.

Review of historical aerial photographs taken between 1993 to at least 2018, indicates the property has remained essentially vacant and undeveloped land covered with moderate to dense growth of trees and shrubs. Topography of the site generally slopes from Ferretti Road towards the north with surface elevations ranging from about +2740 feet (relative to mean sea level) along Ferretti Road to about +2680 feet near the north edge of the property. Associated improvements at the Groveland site include construction of an outdoor amphitheater, underground utilities, landscaping, outside restroom, retaining walls, exterior flatwork, and asphalt concrete parking areas and drive aisles.

The Tuolumne site will consist of the main building plus a small outside area for events, and parking both adjacent to the building and across the street. There will be approximately 138 parking places.

The Tuolumne site is also irregular in shape and encompasses a total area of approximately 5 acres and is located on the north and south sides of Bay Street, east and south of Cherry Valley Boulevard. The Tuolumne site occupies one parcel identified as APN 062-670-023 and a portion of -028.

Review of historical aerial photographs taken in 1993 indicates the property was vacant and developed with a few trees and shrubs. The site has remained essentially unchanged; however, earthwork construction activities are visible for Cherry Loop located adjacent to the west. In 2018, the site was vacant and undeveloped with the

exception of a small trailer (possibly a construction trailer) located in the northwest portion of the site.

Topography across both parcels is essentially flat with an average surface elevation of about +2570 feet, based on topographic information provided by Google Earth.

Associated improvements at the Tuolumne site include a small outside event area, underground utilities, exterior flatwork, and asphalt concrete parking areas and drive aisles.

As part of the design process, a fully vetted Geotechnical Report is required. The report shall include recommendations for mediating soil stability, soil properties, water related problems, etc.

Project Approach

Although overall firm credentials and experience are important, the key to success on any assignment is the caliber and depth of experience, as well as the overall professional capabilities, of the specific individuals assigned to the project team. A successful partnership for this contract requires not only expertise to provide the geotechnical engineering and associated laboratory testing, but to also effectively coordinate and communicate with Tuolumne County staff and other members of the design team to ensure the project fulfills Tuolumne County's expectations.

Our key team members are available for the duration of this project. None of our other contracted projects, for any of our team members, will cause a conflict in providing exemplary and responsive services to Tuolumne County. Our WKA Principal, Mr. David Gius, GE, CEG, and our Project Manager, Mr. Michael Watari, GE, are committed to Tuolumne County to successfully manage each project from start to finish.

We also understand the importance of continuity in our team assignments and ensure that **our proposed personnel, including our subconsultants, are committed through the duration of all tasks.**

For this contract, Mr. Michael Watari, senior engineer and manager of geotechnical engineering, will act as the Project Manager overseeing the contracting, financial, and overall quality of services for this contract, as well as assigning and overseeing technical and report preparation aspects for each project, providing geotechnical engineering quality control, and geotechnical engineering report review.

He will be assisted by Mr. David Gius, who will provide principal-level review and will supervise the preparation of Geologic Hazards portions of the reports. They will be assisted by project and staff level engineers and geologists who will be responsible for execution of specific tasks, coordination, meetings, field explorations, laboratory work, geologic hazard evaluation and report preparation. Mr. Mauricio Luna, PE and Mr. Tom DeSimone, PG will be the project engineer/geologist who will be in charge of the field explorations, engineering analyses, and preparation of the design-level geotechnical engineering reports.

The purpose of our geotechnical studies for the two projects will be to evaluate the site, soil, rock, and groundwater conditions at each facility and to provide geotechnical engineering conclusions and recommendations for the design and construction of the two Community Resiliency Centers. The geotechnical studies for these projects will include the following tasks:

- Task 1 – Preliminary Engineering
- Task 2 – Site Reconnaissance, Subcontractor Coordination, and Field Explorations
- Task 3 – Laboratory Testing and Engineering Analyses
- Task 4 – Report Preparation
- Task 5 – Review Foundation Plans and Project Specifications

A detailed description of each task, along with assigned staff, is provided as follows:

Task 1 – Preliminary Engineering

Key Staff: Michael Watari, Mauricio Luna, Tom DeSimone

To assist with the preparation of our geotechnical studies and prior to the field explorations, we would review available historical documents for the project sites to develop history of the two parcels. We would then review available aerial photographs, previous environmental reports, soil conservation maps, topographic maps, etc.

We would also reach out to persons knowledgeable about the history of each property, if available. Task 1 would also help assist with locating specific areas of interest on each property, which would be evaluated as part of Task 2.

Task 2 – Site Reconnaissance, Subcontractor Coordination, and Field Explorations

Key Staff: Mauricio Luna and Tom DeSimone

Task 2 of our study would begin with a site reconnaissance to observe the current conditions of each property. We would also use this opportunity to mark out the proposed exploration locations for underground clearance by Underground Service Alert (USA) and their affiliates. We will take all necessary precautions not to disturb underground utilities that are clearly marked in the field or brought to our attention; however, we cannot be responsible for damage to unmarked underground utilities or those that are not known to us.

Once the on-site utilities are properly identified and cleared by USA, we would coordinate the field explorations with our various subcontractors.

Based on our previous experience in Tuolumne County, existing site conditions, and anticipated hard rock at these sites, we have proposed to perform our field explorations with a standard rubber tire backhoe in lieu of a truck-mounted or all-terrain drill rig. We believe that the backhoe will provide us adequate information to characterize each site **and provide significant cost savings for the contract.**

Therefore, our proposed field exploration program for each site would include the excavation and sampling of 11 to 12 test pits excavated to depths ranging from 5 to 10 feet, or to practical refusal to excavation, whichever is encountered first. The test pits would be excavated by using a standard, rubber tire backhoe. The test pits would be backfilled with excavated soils and compacted with a sheepsfoot wheel attachment.

In addition, we would coordinate with Gasch Geophysical of Rancho Cordova, California to perform geophysical survey at each facility which will include one seismic refraction survey at each site. The intent of the geophysical survey would be to provide additional data on the rippability of the near-surface rock, which is important information to allow contractors to properly bid the project.

Task 3 – Laboratory Testing and Engineering Analyses

Key Staff: Michael Watari, Mauricio Luna

During the field explorations, soil samples would be collected from the test pits at various intervals or at significant changes in lithology by using a hand-driven core sampler. Soil samples from the field explorations would be taken to our WKA laboratory for additional classification and testing to determine the engineering properties of the on-site soils.

Samples of near-surface soil would then be submitted to Sunland Analytical Lab for evaluation of the corrosion potential. We also would collect up to two samples of near-surface rock and submit those samples to a California-certified laboratory for analysis of natural occurring asbestos (CARB 435 test method) which is known to exist in Tuolumne County.

Upon completion of the laboratory testing, we would perform engineering analyses, including foundation design, retaining wall design, pavement design, seismic analysis, etc. Although deep foundations **are not anticipated** for support of the planned single-story buildings, WKA has the ability to perform lateral load analyses of deep foundations, if necessary.

Task 4 – Report Preparation

Key Staff: David Gius, Michael Watari, Mauricio Luna and Tom DeSimone

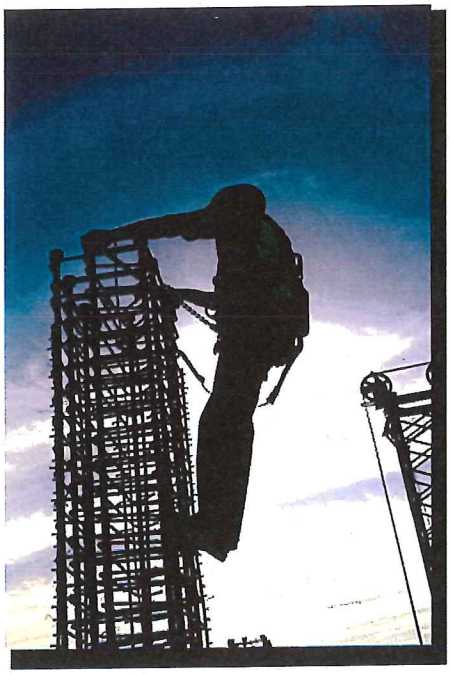
The results of the field exploration and laboratory testing would be analyzed, and a geotechnical engineering report prepared for each development presenting:

1. **Vicinity Map;**
2. **Site Plan Showing Approximate Test Pit Locations;**
3. **Logs of Test Pits;**
4. **Laboratory Test Results;**
5. **Findings Regarding Site, Soil, Rock, And Groundwater Conditions;**
6. **Conclusions Regarding:**
   a. building support
   b. 2016 California Building Code seismic design parameters
   c. expansive soil conditions
   d. excavation conditions
   e. pavement subgrade qualities
   f. material suitability for in fill construction
   g. presence/absence of naturally occurring asbestos
   h. effect of groundwater on site development
   i. preliminary soil corrosion potential;
7. **Recommendations Regarding:**
   a. site clearing and preparation
   b. engineered fill placement including hillside grading
   c. utility trench backfill
   d. foundation design parameters
   e. interior floor slab support
   f. exterior flatwork
   g. retaining wall design parameters
   h. site drainage;
   i. pavement design based on an assumed traffic index; and
8. **Guide Earthwork Specifications.**

Task 5 – Review of Foundation Plans and Project Specifications

Key Staff: Michael Watari, Mauricio Luna

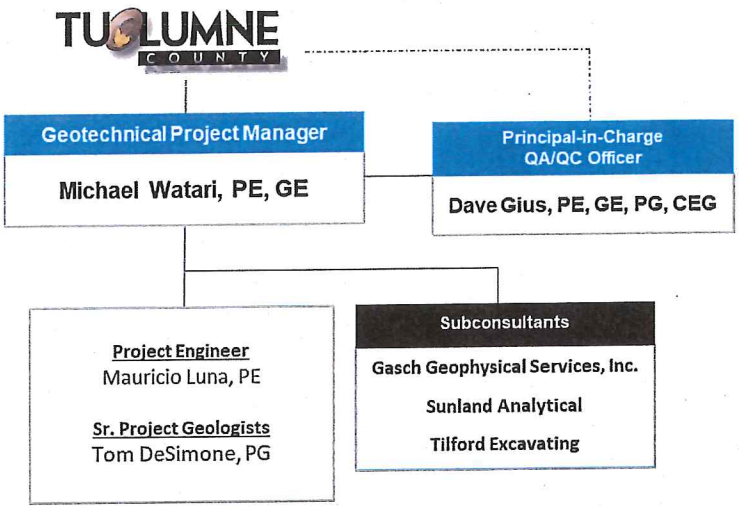
Following completion of the design-level Geotechnical Engineering Report, we would review the structural foundation plans and specifications for conformance with the Geotechnical Engineering Report.



Tab D - Qualifications of Team

Each member of WKA's proposed key staff have worked on similar public agency projects. Additionally, our firm, and specialty subconsultants, rigorously adhere to the state's Prevailing Wage mandate with full compliance.

Our WKA key team members are well experienced in delivering on time services with exceptional product quality and customer service. A successful partnership for this contract requires not only expertise to provide superior geotechnical services, but to also effectively coordinate with the County's Project Manager and project staff, contractors, affected communities, and other project stakeholders to ensure that the project EXCEEDS the expectations of the County.



Michael Watari, PE, GE | Geotechnical Project Manager - POINT OF CONTACT

EDUCATION

- Master of Science, Civil Engineering, California State University, Sacramento, 2003
- Bachelor of Science, Civil Engineering, California State University, Fresno, 1991

PROFESSIONAL REGISTRATIONS

- California Civil Engineer No. 57722
- California Geotechnical Engineer No. 2675
- Nevada Registered Professional Engineer No. 20968

Mr. Watari's capabilities include geotechnical feasibility studies, environmental support, identification and recommendations for mitigation of geologic hazards (e.g., liquefaction, landslides, and soft soils), building and bridge foundations (shallow, driven piles, and drilled shafts), retaining walls (e.g., gravity, cantilever, solider pile, soil nail, and MSE), and earthwork (excavations, embankments. Michael has over 27 years of comprehensive experience in executing drilling plans and interpreting soil-boring data. His technical expertise will allow him to accurately characterize soils, groundwater and bedrock conditions on site, as well as recommend suitable foundation systems based on these subsurface conditions. Michael will work closely with the County to develop a testing plan and viable approach options specific to the project location and design. He will ensure that each task assignment is accurately evaluated for soil and groundwater characteristics; determine the final foundation design recommendations (including project specific construction methods); and review/approve WKA's geotechnical draft and final reports of all findings and conclusions.

- California Department of General Services, Central Utility Plant Renovation, Sacramento, CA
- California Department of Transportation District 3 Headquarters, Marysville, CA
- CalPERS Headquarters Expansion, Sacramento, CA
- Sacramento County Superior Courthouse, Sacramento, CA
- 3rd and C Street Parking Lot, Sacramento, CA
- Raley Field Lot A and Player's Lot, West Sacrament, CA
- California CHP Headquarters, Sacramento, CA
- Sacramento International Airport – Terminal A Security Checkpoint Expansion, Sacramento, CA

David R. Gius, Jr., PE, GE, PG, CEG | Principal Geotechnical Engineer/QA Engineer

EDUCATION

- Master of Science, Civil Engineering, San Jose State University, 1989
- Bachelor of Science, Geology, San Jose State University, 1984

PROFESSIONAL REGISTRATIONS

- California Geotechnical Engineer No. 2318
- California Civil Engineer No. 49098
- California Geologist No. 5272
- California Certified Engineering Geologist No. 1681

Mr. Gius has over 33 years of experience in geotechnical engineering. David has performed numerous site-specific ground response studies for earthquake analyses of structures, as well as forensic analyses of distressed structures, throughout the Sacramento Valley. Serving on major structural projects as either the Project Manager or Principal-in-Charge, David understands the importance of providing the proper geotechnical investigations, analyses, and reports. These reports are integral to the preparation of structural designs that meet design codes and safety requirements.

- State of California Franchise Tax Board Office Complex Expansion, Sacramento, CA
- West Sacramento Community Center, West Sacramento, CA
- Intel Folsom Campus – Buildings FM5, FM6, FM7, FM8, FM9, Cafeteria, Parking Garage, and Fitness Center, Folsom, CA
- Metro Air Park Distribution Center, Sacramento, CA
- Folsom State Prison, Health Care Facility Improvement Project, Folsom, Lionakis

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Mauricio Luna, PE | Civil Engineer

EDUCATION

- Bachelor of Science, Civil Engineering, California State University, Sacramento, 2006

PROFESSIONAL REGISTRATION

- California Civil Engineer No. 81151

Mr. Luna began his career in the field of geotechnical engineering in 2006 and has worked on various types of projects throughout California, Nevada, Oregon and Alaska. His project experience includes working on underground pipeline, wastewater treatment plant, water tank, high-rise structure, hospital/health care facility, development (residential, commercial and retail), school, casino, roadway, bridge, levee, and railroad projects. Mauricio has been involved in all aspects project development, including planning and supervising field investigations; interpreting field and laboratory testing results; engineering analysis; draft and final geotechnical report preparation; and plan reviews. He has also provided construction oversight during the installation of tie-back anchors, deep foundations (driven piles, auger-cast-in-place piles, etc.), slurry walls and earthwork operations.

- California DGS Central Utility Plant Renovation, Sacramento, CA
- New O Street Office Building, Sacramento, CA
- River Plaza 3-story Office Building, Sacramento, CA
- 19th & J Streets 11-story Mixed-use Building, Sacramento, CA
- Vanir 25-story Office Building (601 J Street), Sacramento, CA
- SRCSD EchoWater Project, Elk Grove, CA
- 3rd Street Combined Sanitary Sewer, Sacramento
- Metro Air Park Industrial Facility (Amazon Warehouse), Sacramento County, CA
- Bridge District Infrastructure Improvements, West Sacramento, CA

Tom DeSimone, PG | Associate Geotechnical Engineer

EDUCATION

- Bachelor of Science, Geology, San Jose State University, CA

PROFESSIONAL REGISTRATION

- Registered Professional Geologist, No. 9067

Mr. DeSimone is an experienced geologist with 10 years in the geotechnical industry, including a broad range of experience on public and private projects. His project experience includes working on school, community college, development (residential, commercial, and retail), solar and quarry projects. The scope of his work has included new projects and modernization projects. In addition to his participation in Geotechnical Evaluation and Geohazard work, he has lead and participated in a number of geological evaluations and fault studies for proposed school and community college projects. Mr. DeSimone's services include planning and supervising field investigations, interpreting field and laboratory testing results, engineering analysis, final geotechnical report preparation and plan review. He has also provided overall project management as well as construction oversight during the installation of tie-back anchors, soil nails, ground improvements, deep foundations (micropiles, cast-in-place piles and belled caissons, etc.) and earthwork operations.

- New Distribution Warehouse, Fairfield, CA
- Solano Business Center, Fairfield, CA
- Commercial Warehouse Building, Rohnert Park, CA
- Medical Office Buildings, Oakland and Castro Valley, CA
- Proposed Medical Building, San Ramon, CA
- Veterans Affordable Housing, Windsor and Morgan Hill, CA
- San Benito High School Expansion, Hollister, CA

SUBCONSULTANT: Gasch Geophysical Services, Inc., Rancho Cordova, CA

Kent Gasch, PG | Senior Geophysicist

EDUCATION

- Geological Sciences CA State University, Chico

PROFESSIONAL REGISTRATIONS

- California Professional Geophysicist No. 1061

PROFESSIONAL ORGANIZATIONS

- International Society of Explosive Engineers (ISEE)
- Environmental and Engineering Geophysical Society (EEGS)
- American Association Petroleum Geologists (AAPG)
- Society of Exploration Geophysicists (SEG)
- Near-Surface Geophysics of the SEG

Mr. Gasch has performed geophysical investigations throughout the continental United States, Alaska, and Central and South America. He specializes in blast design consulting; blast/construction vibration; air-overpressure and noise monitoring; pre and post-blast/construction surveys; and damage mitigation. Kent has also worked on such diverse projects as large earth fill dams, nuclear power plant decommissioning; oil and natural gas exploration; high resolution, 2-D, "P" and "shear" wave reflection/refraction seismic surveys; marine sub-bottom profiling; 2D and 3D electrical resistivity surveys; electromagnetic surveys and magnetic surveys, ground penetrating radar; gravity surveys and providing seismic risk analysis.

- Steel Pile Embedment Verification, Chowchilla, CA
- EID's Flume 47C Replacement; Fresh Pond, CA
- Oroville Dam Fiber Optic and Power Line Replacement, Oroville, CA
- Anthony House Dam Geophysics, Lake Wildwood, CA.
- Loomis Trunk Line Installation, Loomis, CA

Tim Brandt | Associate Geophysist

EDUCATION

- B.S., Physics with a concentration in Geophysics, Minor in Geology, University of Illinois at Urbana-Champaign
  Graduated with Edmond J. James Scholar Honors and Departmental Distinction

Mr. Brandt has performed geophysical investigations in California, Nevada, and Arizona for numerous engineering, environmental, and blasting projects. He has excelled in blast/construction vibration, air-overpressure and noise monitoring, pre- and post-blast/construction surveys, as well as various specialty seismic and electromagnetic geophysical methods. His duties include survey design, field data acquisition, QA/QC, data processing, data interpretation, and drafting/report generation. He is organized and highly skilled in numerous geophysical software applications.

During his tenure with Southwest Geophysics, Inc., in San Diego, California, Tim served as a Staff Geophysicist where he performed geophysical investigations across the southwest region for a variety of engineering, environmental, and construction projects. He gained knowledge and experience in near surface seismic surveys, including high resolution 2D refraction seismic, passive refraction micotremor (ReMi), and multichannel analysis of surface wave (MASW) surveys. He also gained experience in a number of other geophysical methods for purposes ranging from locating utilities and underground storage tanks to identifying unexploded ordnance and unauthorized boarder tunnels. His duties included field data acquisition, survey design, data processing, GPS/hand mapping, drafting, and report generation.

SUBCONSULTANT: Sunland Analytical, Rancho Cordova, CA

Gene Oliphant, Ph.D. | President/General Manager

Dr. Oliphant's background crosses multiple areas of education and practical experience including biochemistry, agronomy, business and information technology. Dr. Oliphant obtained his B.S degree in Chemistry from the Univ. of Redlands, his doctorate in Biochemistry from the University of California, Davis and his MBA at National University. He was a tenured professor at the University of Virginia where he taught and ran a research lab of 18 postdoctoral fellows, technicians and students for thirteen years.

In 1989, he co-founded Sunland Analytical which was established to provide soil, plant and water analysis for the agriculture, landscape, geo-technical and environmental industries. He developed much of the analytical processes and has closely participated in the analysis of more than 1,000,000 analyses that Sunland has processed. Additionally, Dr. Oliphant has given numerous presentations nationally. He has published more than 80 scientific papers along with providing many "how to" articles (about 50) on soil remediation, agronomic practices, and tips for landscape soil management.

As a part of developing Sunland, Dr. Oliphant found it very advantageous to create computer programs that transformed, evaluated, formatted and reported data acquired by the laboratory. After several hundred thousand lines of code and the recognition that programming was most enjoyable, he created a division of information technology within Sunland Analytical. To provide for his breath of understanding and professionalism desired for Sunland's clients he took the classes and tests to become an Oracle Certified Professional (OCP). He has subsequently guided and developed Oracle applications for government and private industry.

As Sunland's General Manager, Dr. Oliphant currently provides consultant input for chemical, soil science, and information technology solutions for a spectrum of Sunland's projects.

Randy Horney | Vice President of Analytical Services

As graduate level agronomist (MS – Univ. California, Davis) and food scientist/chemist (BS- Washington State Univ.), Mr. Horney has particular expertise in assessing plant performance in saline and sodic-saline environments, as well as statistical modeling for spatial variation in developing site specific management of various primary soil parameters.

In addition to his duties as vice president and laboratory manager at Sunland Analytical, he has been an active participant in soil salinity research at U.C. Davis. This includes papers on saline soils, " Development of Site Specific Management for Reclamation of Salt Affected Soil Utilizing Preliminary EM-38 and Core Soil Sample Data" 2001, and " Use of Yield Monitoring to Evaluate Site Specific Management in Reclamation of Salt Affected Cotton Field", 2002.

Mr. Horney is laboratory manager and the cofounder of Sunland Analytical. Over the past 30 years he has actively participated (i.e., developing methodology, conducting analyses, providing QA/QC, evaluating and/or supervising the analysis process, etc.) in virtually all of the more than one million analyses carried out by Sunland Analytical. Further, he provides his extensive expertise in site remediation and amendment recommendations.

Tab E -Availability of Firm and Project Time Line

Proposers should demonstrate key personnel commitments for the next twelve months and availability to work.

Our proposed WKA team is ready and available to assist the County with this important Community Resiliency Center project. Based on our current work load, we have ascertained our availability to the County for the current contract year (2019 -2020), and we commit to the County that we will be available to meet your project schedule. We have never compromised a project's schedule due to lack of resources. WKA is ready to work!

Key Staff/Subconsultant Availability Chart	
Wallace Kuhl & Associates	**Availability**
Team Member Name	**2019 – 2020**
Michael Watari, PE, GE	55%
Dave Gius, PE, GE, PG, CEG	25%
Mauricio Luna, PE	45%
Tom DeSimone, PG	45%
SUBCONSULTANTS	
Gasch Geophysical Services, Inc.	35%
Sunland Analytical	30%
Tilford Excavating	55%

This Geotechnical Report, including a Draft, will take approximately six weeks maximum time. We will; however, meet the County's schedule preferences. This schedule assumes that both projects would be performed concurrently. Our timeline is as follows:

- Task 1 – Preliminary Engineering (1 2 days)
- Task 2 – Site Recon and Field Explorations (10 – 15 days)
- Task 3 – Laboratory Testing and Engineering Analyses (5 days)Task 4 – Report Preparation (10 – 15 days)
- Task 5 – Foundation Plan Review (1 – 2 days)

A graphical representation of our proposed project timeline is provided on the following page.

TUOLUMNE COUNTY RESILIENCY CENTERS

Wallace Kuhl & Associates

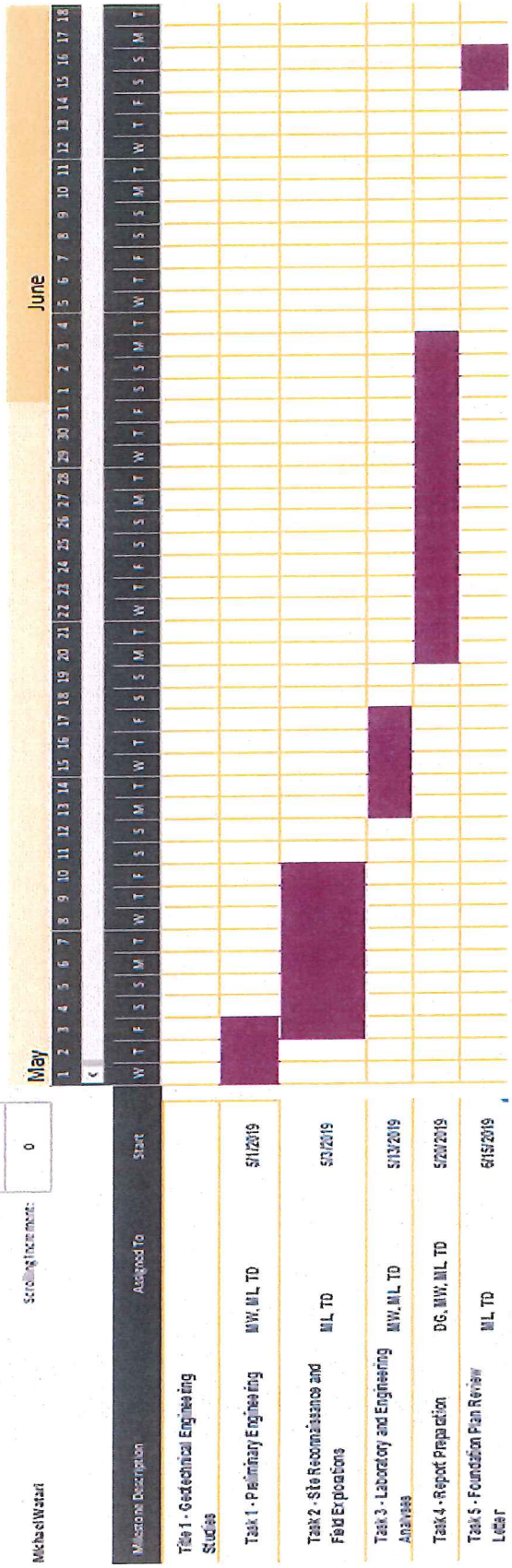
Project Lead: Michael Watari

Project Start Date: 5/7/2019

Scrolling Increments: 0

Legend: On Track | Low Risk | Med Risk | High Risk | Unassigned

Milestone Description	Assigned To	Start
Title 1 - Geotechnical Engineering Studies		
Task 1 - Preliminary Engineering	MW, ML, TD	5/7/2019
Task 2 - Site Reconnaissance and Field Explorations	ML, TD	5/13/2019
Task 3 - Laboratory and Engineering Analyses	MW, ML, TD	5/13/2019
Task 4 - Report Preparation	DG, MW, ML, TD	5/20/2019
Task 5 - Foundation Plan Review Letter	ML, TD	6/15/2019



Tab F- Expectations

Delimitate the expectations of your firm on this project and what you expect from the County

WKA Service Expectations

- Implement a "Project First" approach with all project stakeholders to provide a technical document that best serves the project's goal.
- Maintain project communication with the County in a collaborative manner.
- Consider the impact of the Geotechnical Report and its effect on the design and constructability.
- Look for innovative, cost-saving solutions; apply a value-engineering mentality to project recommendations.
- Follow and implement required standards.
- Maintain contract schedule.
- Be available to County personnel to offer advice on all project issues, questions, etc.

Expectations from County

- Provide project information requests in a timely manner.
- Keep WKA 'in the loop' with regard to project information, changes, other consultants, etc.
- Provide the County's DIR numbers for each project site for the WKA team's certified payroll.
- Provide current site plans.
- Provide contact information for site access for field exploration.

Tab G- Deliverables

WKA will prepare both a Draft Geotechnical Engineering Report for your comments and a Final Geotechnical Engineering Report, encompassing those comments. Our deliverables will include:

- **One PDF of the Draft Geotechnical Engineering Report to the County and other project design consultants**

Upon receipt of the consolidated comments, WKA will deliver:

- **Five Hard Copies of the Final Geotechnical Engineering Report to the County**
- **One PDF of the Final Geotechnical Engineering Report to the County and other project design consultants**

Tab H- Cost Proposal

WKA has previous work experience in the nearby vicinity to both the Groveland and Tuolumne CRC projects. Given this local knowledge, we have developed a not-to exceed fee of $19,334.70 for each site ($38,669.40 total) to deliver a fully vetted Geotechnical Engineering Report (one Draft and a Final document).

The following two pages show the breakdown of fees for each site.

Project Name: Groveland CRC
Proposal Number: 2PR19084
Date: 3-Apr-19

				Task 1		Task 2		Task 3		Task 4		Task 5	
				Preliminary Engineering		Site Reconnaissance		Laboratory Testing and Engineering Analyses		Report Preparation		Plan Review	
LABOR	Description	Unit Cost	Unit	Unit	Cost	Unit	Cost	Unit	Cost	Unit	Cost	Unit	Cost
Principal Engineer		$ 180.00	hour		$ -		$ -		$ -	2	$ 360.00		$ -
Senior Engineer		$ 180.00	hour	2	$ 360.00		$ -	1	$ 180.00	4	$ 720.00	1	$ 180.00
Project Engineer		$ 150.00	hour	4	$ 600.00		$ -	8	$ 1,200.00	16	$ 2,400.00	4	$ 600.00
Staff Engineer		$ 135.00	hour		$ -	18	$ 2,430.00	2	$ 270.00		$ -		$ -
Draftsperson/GIS Technician		$ 100.00	hour		$ -		$ -		$ -	4	$ 400.00		$ -
Labor Subtotals				6	$ 960.00	18	$ 2,430.00	11	$ 1,650.00	26	$ 3,880.00	5	$ 780.00
LABORATORY TESTING													
Expansion Index	ASTM D4829	$ 185.00	test		$ -		$ -	1	$ 185.00		$ -		$ -
Moisture Content	ASTM D2216/D4643	$ 25.00	test		$ -		$ -	10	$ 250.00		$ -		$ -
Resistance Value - Untreated	ASTM D2844/CT 301	$ 255.00	test		$ -		$ -	2	$ 510.00		$ -		$ -
Triaxial Shear Test -3 Pt. Staged (Undisturbed)		$ 300.00	test		$ -		$ -	1	$ 300.00		$ -		$ -
Unit Weight/Moisture Content	ASTM D2937, D4643	$ 35.00	test		$ -		$ -	10	$ 350.00		$ -		$ -
Laboratory Subtotals				0	$ -	0	$ -	24	$ 1,595.00	0	$ -	0	$ -
Outside Services (includes 20% markup)													
Backhoe		$ 150.00	hour		$ -	12	$ 2,160.00		$ -		$ -		$ -
Gasch Geophysical		$ 3,500.00	day		$ -	1	$ 4,200.00		$ -		$ -		$ -
NOA testing (CARB 435 - 7 day TAT)		$ 110.00	sample		$ -	2	$ 264.00		$ -		$ -		$ -
Sunland Analytical	Corrosion - CTP.1	$ 200.00	sample		$ -	1	$ 240.00		$ -		$ -		$ -
Outside Services Subtotals					$ -		$ 6,864.00		$ -		$ -		$ -
Other Direct Costs													
Mileage		$ 0.75	mile		$ -	340	$ 255.00		$ -		$ -		$ -
Supplies		$ 100.00	day		$ -		$ -		$ -		$ -		$ -
ODC Subtotals					$ -		$ 255.00		$ -		$ -		$ -
Totals Per Task					$ 960.00		$ 9,549.00		$ 3,245.00		$ 3,880.00		$ 780.00
Total Budget	$ 18,414.00												
Total Budget with 5% Contingency	$ 19,334.70												

Project Name: Groveland CRC
Proposal Number: 2PR19084
Date: 3-Apr-19

LABOR	Description	Unit Cost	Unit	Task 1 Preliminary Engineering Unit	Task 1 Cost	Task 2 Site Reconnaissance Unit	Task 2 Cost	Task 3 Laboratory Testing and Engineering Analyses Unit	Task 3 Cost	Task 4 Report Preparation Unit	Task 4 Cost	Task 5 Plan Review Unit	Task 5 Cost
Principal Engineer		$ 180.00	hour		$ -		$ -		$ -	2	$ 360.00		$ -
Senior Engineer		$ 180.00	hour	2	$ 360.00		$ -	1	$ 180.00	4	$ 720.00	1	$ 180.00
Project Engineer		$ 150.00	hour	4	$ 600.00		$ -	8	$ 1,200.00	16	$ 2,400.00	4	$ 600.00
Staff Engineer		$ 135.00	hour		$ -	18	$ 2,430.00	2	$ 270.00		$ -		$ -
Draftsperson/GIS Technician		$ 100.00	hour		$ -		$ -		$ -	4	$ 400.00		$ -
Labor Subtotals				6	$ 960.00	18	$ 2,430.00	11	$ 1,650.00	26	$ 3,880.00	5	$ 780.00
LABORATORY TESTING													
Expansion Index	ASTM D4829	$ 185.00	test		$ -		$ -	1	$ 185.00		$ -		$ -
Moisture Content	ASTM D2216/D4643	$ 25.00	test		$ -		$ -	10	$ 250.00		$ -		$ -
Resistance Value - Untreated	ASTM D2844/CT 301	$ 255.00	test		$ -		$ -	2	$ 510.00		$ -		$ -
Triaxial Shear Test -3 Pt. Staged (Undisturbed)		$ 300.00	test		$ -		$ -	1	$ 300.00		$ -		$ -
Unit Weight/Moisture Content	ASTM D2937, D4643	$ 35.00	test		$ -		$ -	10	$ 350.00		$ -		$ -
Laboratory Subtotals				0	$ -	0	$ -	24	$ 1,595.00	0	$ -	0	$ -
Outside Services (includes 20% markup)													
Backhoe		$ 150.00	hour		$ -	12	$ 2,160.00		$ -		$ -		$ -
Gasch Geophysical		$ 3,500.00	day		$ -	1	$ 4,200.00		$ -		$ -		$ -
NOA testing (CARB 435 - 7 day TAT)		$ 110.00	sample		$ -	2	$ 264.00		$ -		$ -		$ -
Sunland Analytical	Corrosion - CTP.1	$ 200.00	sample		$ -	1	$ 240.00		$ -		$ -		$ -
Outside Services Subtotals					$ -		$ 6,864.00		$ -		$ -		$ -
Other Direct Costs													
Mileage		$ 0.75	mile		$ -	340	$ 255.00		$ -		$ -		$ -
Supplies		$ 100.00	day		$ -		$ -		$ -		$ -		$ -
ODC Subtotals					$ -		$ 255.00		$ -		$ -		$ -
Totals Per Task					$ 960.00		$ 9,549.00		$ 3,245.00		$ 3,880.00		$ 780.00
Total Budget	$ 18,414.00												
Total Budget with 5% Contingency	$ 19,334.70												

Tab I - Proof of Insurance

Wallace Kuhl & Associates is an independent firm and (as shown in the sample certificate below) carries general liability insurance, Workers Compensation insurance and automobile liability insurance. Wallace Kuhl & Associates has the ability to obtain the minimum insurance requirements as requested by Tuolumne County.

ACORD

WALLKUH-01 CASDA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
GDI Insurance Agency, Inc.

CONTACT NAME:
PHONE (A/C, No, Ext): (209) 634-2929 FAX (A/C, No): (209) 634-2927
E-MAIL ADDRESS: info@gdiins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance	
INSURER B : Great American Ins	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
River City Geoprofessionals, Inc. dba: Wallace Kuhl & Associates
3050 Industrial Blvd.
West Sacramento, CA 95691

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL5180154	3/1/2019	3/1/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							PER PROJECT	$ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			CA2961587	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / OCCUR EXCESS LIAB / X CLAIMS-MADE DED X RETENTION $ 10,000			SBU-0017058-09	3/1/2019	3/1/2020	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC080756343	3/1/2019	3/1/2020	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
Proof of Insurance only

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

Tab J - Required Statements

Per the County's RFP requirement, by this submittal, WKA attests to the following statements:

- WKA will perform the services and adhere to the requirements described in this RFP.
- WKA assures that we will not substitute members of our designated team without approval by the County Administrator's Office.
- WKA agrees to fulfill the indemnification and insurance requirements contained in the sample contract subject to California Civ. Code §2782.8(a).
- Mr. Andrew S. Wallace, CFO/COO of Wallace Kuhl & Associates is authorized to bind the contract for the firm.

Exhibit B

Project Budget and Rates

Wallace - Kuhl Associates

Project Name: Groveland CRC
Proposal Number: 2PR19084
Date: 3-Apr-19

				Task 1		Task 2		Task 3		Task 4		Task 5	
				Preliminary Engineering		Site Reconnaissance		Laboratory Testing and Engineering Analyses		Report Preparation		Plan Review	
LABOR	Description	Unit Cost	Unit	Unit	Cost	Unit	Cost	Unit	Cost	Unit	Cost	Unit	Cost
Principal Engineer		$ 180.00	hour		$ -		$ -		$ -	2	$ 360.00		$ -
Senior Engineer		$ 180.00	hour	2	$ 360.00		$ -	1	$ 180.00	4	$ 720.00	1	$ 180.00
Project Engineer		$ 150.00	hour	4	$ 600.00		$ -	8	$ 1,200.00	16	$ 2,400.00	4	$ 600.00
Staff Engineer		$ 135.00	hour		$ -	18	$ 2,430.00	2	$ 270.00		$ -		$ -
Draftsperson/GIS Technician		$ 100.00	hour		$ -		$ -		$ -	4	$ 400.00		$ -
Labor Subtotals				6	$ 960.00	18	$ 2,430.00	11	$ 1,650.00	26	$ 3,880.00	5	$ 780.00
LABORATORY TESTING													
Expansion Index	ASTM D4829	$ 185.00	test		$ -		$ -	1	$ 185.00		$ -		$ -
Moisture Content	ASTM D2216/D4643	$ 25.00	test		$ -		$ -	10	$ 250.00		$ -		$ -
Resistance Value - Untreated	ASTM D2844/CT 301	$ 255.00	test		$ -		$ -	2	$ 510.00		$ -		$ -
Triaxial Shear Test -3 Pt. Staged (Undisturbed)		$ 300.00	test		$ -		$ -	1	$ 300.00		$ -		$ -
Unit Weight/Moisture Content	ASTM D2937, D4643	$ 35.00	test		$ -		$ -	10	$ 350.00		$ -		$ -
Laboratory Subtotals				0	$ -	0	$ -	24	$ 1,595.00	0	$ -	0	$ -
Outside Services (includes 20% markup)													
Backhoe		$ 150.00	hour		$ -	12	$ 2,160.00		$ -		$ -		$ -
Gasch Geophysical		$ 3,500.00	day		$ -	1	$ 4,200.00		$ -		$ -		$ -
NOA testing (CARB 435 - 7 day TAT)		$ 110.00	sample		$ -	2	$ 264.00		$ -		$ -		$ -
Sunland Analytical	Corrosion - CTP.1	$ 200.00	sample		$ -	1	$ 240.00		$ -		$ -		$ -
Outside Services Subtotals					$ -		$ 6,864.00		$ -		$ -		$ -
Other Direct Costs													
Mileage		$ 0.75	mile		$ -	340	$ 255.00		$ -		$ -		$ -
Supplies		$ 100.00	day		$ -		$ -		$ -		$ -		$ -
ODC Subtotals					$ -		$ 255.00		$ -		$ -		$ -
Totals Per Task					$ 960.00		$ 9,549.00		$ 3,245.00		$ 3,880.00		$ 780.00
Total Budget	$ 18,414.00												
Total Budget with 5% Contingency	$ 19,334.70												

Copy of 2PR19084 - Groveland GER budget:MMW

Wallace - Kuhl Associates

Project Name: Tuolumne ~~Groveland~~ CRC
Proposal Number: 2PR19084
Date: 3-Apr-19

				Task 1		Task 2		Task 3		Task 4		Task 5	
				Preliminary Engineering		Site Reconnaissance		Laboratory Testing and Engineering Analyses		Report Preparation		Plan Review	
LABOR	Description	Unit Cost	Unit	Unit	Cost	Unit	Cost	Unit	Cost	Unit	Cost	Unit	Cost
Principal Engineer		$ 180.00	hour		$ -		$ -		$ -	2	$ 360.00		$ -
Senior Engineer		$ 180.00	hour	2	$ 360.00		$ -	1	$ 180.00	4	$ 720.00	1	$ 180.00
Project Engineer		$ 150.00	hour	4	$ 600.00		$ -	8	$ 1,200.00	16	$ 2,400.00	4	$ 600.00
Staff Engineer		$ 135.00	hour		$ -	18	$ 2,430.00	2	$ 270.00		$ -		$ -
Draftsperson/GIS Technician		$ 100.00	hour		$ -		$ -		$ -	4	$ 400.00		$ -
Labor Subtotals				6	$ 960.00	18	$ 2,430.00	11	$ 1,650.00	26	$ 3,880.00	5	$ 780.00
LABORATORY TESTING													
Expansion Index	ASTM D4829	$ 185.00	test		$ -		$ -	1	$ 185.00		$ -		$ -
Moisture Content	ASTM D2216/D4643	$ 25.00	test		$ -		$ -	10	$ 250.00		$ -		$ -
Resistance Value - Untreated	ASTM D2844/CT 301	$ 255.00	test		$ -		$ -	2	$ 510.00		$ -		$ -
Triaxial Shear Test -3 Pt. Staged (Undisturbed)		$ 300.00	test		$ -		$ -	1	$ 300.00		$ -		$ -
Unit Weight/Moisture Content	ASTM D2937, D4643	$ 35.00	test		$ -		$ -	10	$ 350.00		$ -		$ -
Laboratory Subtotals				0	$ -	0	$ -	24	$ 1,595.00	0	$ -	0	$ -
Outside Services (includes 20% markup)													
Backhoe		$ 150.00	hour		$ -	12	$ 2,160.00		$ -		$ -		$ -
Gasch Geophysical		$ 3,500.00	day		$ -	1	$ 4,200.00		$ -		$ -		$ -
NOA testing (CARB 435 - 7 day TAT)		$ 110.00	sample		$ -	2	$ 264.00		$ -		$ -		$ -
Sunland Analytical	Corrosion - CTP.1	$ 200.00	sample		$ -	1	$ 240.00		$ -		$ -		$ -
Outside Services Subtotals					$ -		$ 6,864.00		$ -		$ -		$ -
Other Direct Costs													
Mileage		$ 0.75	mile		$ -	340	$ 255.00		$ -		$ -		$ -
Supplies		$ 100.00	day		$ -		$ -		$ -		$ -		$ -
ODC Subtotals					$ -		$ 255.00		$ -		$ -		$ -
Totals Per Task					$ 960.00		$ 9,549.00		$ 3,245.00		$ 3,880.00		$ 780.00
Total Budget	$ 18,414.00												
Total Budget with 5% Contingency	$ 19,334.70												