CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

MAYOR KIM DOUGLASS • MAYOR PRO-TEM TOM PARNHAM
COUNCILMEMBERS • KEN DELFINO • STEVE HARVEY • TONY HESCH

REGULAR MEETING AGENDA
February 25, 2015
Regular Session begins at 7:00 PM

1) CONVENE OPEN SESSION

1A. **Pledge of Allegiance**

1B. **Roll Call**

1C. **Approval of Agenda Order**
This is the time for changes to the agenda to be considered including removal, postponement, or change to the agenda sequence.
RECOMMENDED ACTION: By motion, accept the agenda as presented or amended.

2) CONSENT CALENDAR

RECOMMENDED ACTION: Approve Consent Calendar

All matters listed under the Consent Agenda are considered routine in nature and will be approved by one blanket motion with a roll call vote. There will be no separate discussion of these items unless persons request specific items to be removed from the Consent Agenda for discussion and separate action. Any items removed will be considered after the motion to approve the Consent Agenda. If you wish to have an item pulled from the Consent Agenda for discussion, please notify the City staff.

2A. **Minutes City Council Meeting of February 11, 2015**
Recommendation: Approve the Minutes of the Regular Meeting of February 11, 2015.

2B. **Cash Summary Report Januar, 2015**
Recommendation: Receive and File.

2C. **Proclamation Honoring Dave Breninger on his Retirement from Placer County Water District.**
Recommendation: Approve for Presentation at the March 5, 2015 PCWA Board Meeting.

2D. **Update on Abatements**
Recommendation: For information only

3) COUNCIL, STAFF AND OTHER AGENCY REPORTS

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

3A. **Committee Reports and Colfax Informational Items - All Councilmembers**

3B. **City Operations Update – City staff**

3C. **Additional Reports – Agency partners**

4) PUBLIC COMMENT

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

5) COUNCIL BUSINESS

5A. **Contract Services Status Update and Cost Summary: Planning, Engineering, WWTP and Sheriff Services**
STAFF PRESENTATION: Mark Miller, City Manager and Laurie Van Groningen, Finance Director
RECOMMENDATION: Informational only, receive staff presentation and discuss as appropriate.

5B. **Authorize Demolition Contractor and Update of Cost Recovery Process of 44 Gearhart**
STAFF PRESENTATION: Mick Cabral, City Attorney
RECOMMENDATION: Adopt Resolution 3-2015 Authorizing the City Manager to Execute an Agreement with Hanson Bros Enterprises to demolish the building at 44 Gearhart according to Court Order.

5C. **Construction Authorization: UPRR Pedestrian Crossing and Bike Path Improvement Project**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: 1) Approve construction plans and specifications for the UPRR Pedestrian and Bike Improvements Project No. 12-01.02 and authorize the City Engineer to solicit construction bids; and, 2) Approve the revised Project Budget Sheets for the Grass Valley Street Road Rehabilitation Project No. 12-01.01 and the UPRR Pedestrian Crossing and Bike Path Improvement Project..

5D. **Potential Pavement Management Committee or Liaison**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Discuss and Direct Staff

6) ADJOURNMENT

IN WITNESS THEREOF, I have hereunto set my hand and posted this agenda
at Colfax City Hall and Colfax Post Office.

Lorraine Cassidy, City Clerk

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

City of Colfax
City Council Minutes
Regular Meeting of Wednesday, February 11, 2015
City Hall Council Chambers
33 S. Main Street, Colfax CA

1 CALL REGULAR MEETING TO ORDER

The Regular Council meeting was called to order at 6:59 PM by Mayor Douglass.

1A. **The Pledge of Allegiance** was led by Greg Walsh.

1B. **Roll Call:**
Councilmembers present: Delfino, Douglass, Harvey, Hesch, and Parnham

1C. **Approval of Agenda:**

On a motion by Councilmember Harvey, seconded by Councilmember Delfino, the City Council approved the agenda.
AYES: Delfino, Douglass, Harvey, Hesch, Parnham
NOES: None

2 CONSENT CALENDAR

2A. Minutes City Council Meeting of January 28, 2015
Recommendation: Approve the Minutes of the Regular Meeting of January 28, 2015.

2B. Building Department 2014 Year End Report
Recommendation: Receive and File

2C. Sales Tax Revenue Update
Recommendation: For information only
Recommendation: Approve and File

On a motion by Councilmember Delfino, seconded by Councilmember Hesch, the City Council approved the consent agenda.
AYES: Delfino, Douglass, Harvey, Hesch, and Parnham
NOES: None

3 COUNCIL, STAFF AND OTHER REPORTS

3A. **Committee Reports and Informational Items – All Council Members**

Councilmember Delfino

- Attended his first meeting as a Board member on SEDCorp this term. He took offense that a person's National Heritage would be a reason to add an at-large member to the board. He is resigning from SEDCorp.

Council discussed a replacement member for SEDCorp. Mayor Douglass will step into this position and Councilmember Harvey agreed to become the alternate.

Councilmember Harvey

- Enquired about the contract with Fisher Enterprises for Wastewater Treatment Plant (WWTP) Operation that was approved at the September 24, 2015 meeting with a not-to-exceed amount of $50,000. Since the expenditures were at $42,000 in December, he asked why no RFP had been issued yet. Councilmember Harvey commented that he doesn't like to see an outside company contract to operate the WWTP because they take no liability, and do not have the same accountability as an employee.

City Manager Miller responded that the full amount has been spent as there were more costs than expected and the plant cannot run with just one Operator. The City Operators-In-Training have not been able to get out to the plant as much as expected due to the long term disability and subsequent retirement of one of our Public Works employees. With the recent vacancy in office staff, the recruitment was further delayed. He would like to do a combined recruitment/request for proposal to fill this position soon.

Councilmember Harvey requested a closed session to discuss this issue. He stated that the plant should be run by a Grade 5 Operator and the City may need to pay up to $120,000 to find the appropriate candidate.

Councilmember Hesch

- Handed out a copy of the eighteen month report that he had prepared for a previous meeting hoping that it would be helpful to the new Council members.
- Requested that Council discuss short and long term solutions for the WWTP both in regards to recycling water and staffing. He is not opposed to meeting in closed session if necessary.
- Attended a Placer Sierra Historical Railroad Society planning meeting for the upcoming Railroad Days/Sesquicentennial Celebration in September. He was disappointed more businesses weren't represented at the meeting. More volunteer help is needed to get the event going.
- Referred to the Placer County Transportation Planning Agency (PCTPA) year-end report. To view the full report, go to www.PCTPA.net. His goal for the coming year is to ensure that small communities, especially Colfax, band together to have more influence and opportunities for funding.
- Requested that the formation of an Asphalt Committee be placed on the next agenda.

Councilmember Harvey concurred with Councilmember Hesch's statement regarding small communities not being able to get a fair share of funding. He stated that Colfax and other small communities receive only a third of their reasonable funding because they must co-op with larger agencies which have the resources to complete the required paperwork. Every Citizen should contact their Congressmen and Senators to change the law so that smaller communities don't have to complete the same copious amounts of paper for our smaller projects that larger entities are required to complete for their mammoth projects.

Mayor Pro Tem Parnham

- Attended the Mosquito Abatement meeting. There are no disease carrying mosquitoes hatching this time of year and there is no Abatement District business pertaining to Colfax to report.
- Echoed Councilmember Harvey's request to staff the WWTP as soon as possible and consider paying enough to recruit a qualified person.

Mayor Douglass

- Attended the Sierra Vista Community Center board meeting. The board approved accepting the $100,000 from the Bianchini Trust Fund to use in major improvements to the facilities.
- Gave a brief "State of the City" address. Colfax finances are improving as evidenced by the good report card from the Auditors last meeting. Colfax recently was awarded a $23,000 grant for an Economic Development Plan from SACOG and Portland State University. Abatement letters will be going out soon to fix certain buildings within the City.

Councilmember Harvey suggested that we look at the cost of what the United States Federal Government gave to Egypt and the huge refunds that every individual would receive if we hadn't spent those monies.
Councilmember Hesch objected on a point of order stating that it isn't appropriate to use Council meeting time for a personal position on non-City related business.

3B**.** **Operations Updates – City Staff**

City Manager Miller

- Confirmed the funding for work from Portland State University to focus on Economic Development for Downtown. City Manager Miller gave each Councilmember a map of downtown. He anticipates a City-wide meeting hosted by the Colfax Theater to discuss options to enhance the downtown area.
- Reported the good news that the recent storm brought 5.56" of rain. Public works was able to keep up with the minor flooding and debris cleanup.
- Announced that the City is finally about to advertise for the Grass Valley Street Railroad Crossing Improvement Project. He gave Council a copy of the construction site plan which will be brought to Council at the next meeting for approval. The construction costs will be about $212,000 and the City will ask for bids to be due April 16. City Manager Miller reported that Councilmember Harvey raised a good point to avoid digging up fresh pavement after work is completed. Staff verified that all of the sewer connections in the area have been inspected, and some were repaired.
- Announced the upcoming Annual Economic Summit Breakfast hosted by the Placer Economic Development Board will be held in Loomis on Wednesday, March 18. Council received invitations and the public is also invited.
- Placer County Water Agency announced that long time employee Einar Maisch will be appointed to the General Manager position after Dave Breninger retires in March. The City benefits from good relations with the Agency and with Mr. Maisch there should be continuity and a good transition.

- The City's railcar lease has expired and is at below market rate. The City will be advertising for tenant proposals in the near future at a rate that will cover current and anticipated costs.
- Attended the Placer Transportation Planning Agency Technical Advisory Committee meeting. Colfax received the preliminary Local Transportation Funding amount which is up slightly at about $116,000. Most of the funds will be used to fill potholes and other minor street repairs.

3C. **Additional Reports – Agency Partners**

Frank Klein, Colfax Chamber of Commerce President

- At the February 8 general meeting, new officers were elected and Mr. Klein continues as president.
- The next mixer will be hosted by Lighthouse Realty on February 24th at 5:30 PM.

Councilmember Delfino asked if Ms. Brigit Barnes had been contacted to schedule the meeting she requested in a letter. City Manager Miller stated that he will work with Council for a date of the meeting. Councilmember Delfino requested that City Manager Miller contact Ms. Barnes out of respect.

Councilmember Delfino inquired about the status of the proposed Dollar General project. City Manager Miller responded that the environmental study is almost complete and the City will schedule a public meeting when the study is completed.

4 <u>PUBLIC COMMENT</u>

Suzanne Roberts – Placer Hills Road:

- Stated that she feels Councilmember Hesch should not have interrupted Councilmember Harvey and owes an apology to him and City Council.

Foxey McCleary

- Announced that the VFW will be raising funds for returning veterans at a dinner on February 21st at the VFW Hall. Tickets are $12 and cocktails will be served at 5:00 followed by dinner at 6:00 pm.
- Handed out pictures from Winterfest illustrating that the vender booths were located in front of businesses, blocking views and discouraging visitors. The generators also were noisy and smelly. City Manager Miller assured her that these issues were discussed at the Winterfest debriefing and her concerns were addressed. Councilmember Hesch suggested that the City also look into requirements about air quality control for the generators. Councilmember Delfino suggested that generator requirements be added to the event permit process.
- Requested that the City erect directional signs to the Sierra Vista Community Center.

Steve Baird – Live Oak Road:

- Requested that Council place a 15-20 minute presentation regarding the proposed State of Jefferson for on a future agenda.

Greg Walsh:

- Spoke in favor of Council allowing a presentation about the proposed State of Jefferson.

Christopher Moyer of Grass Valley:

- Just received his business license and will be in Colfax for a few months soliciting insurance sales.

Kristi Parnham

- Spoke in favor of having a workshop regarding the State of Jefferson before a Council meeting.

Councilmember Delfino stated that this is his second request for the State of Jefferson presentation to be placed on the agenda and could take as little as 10 minutes. City Manager Miller responded with concern that this isn't within the business purview of the City and that it is best to keep business separate from public information and political issues. He suggested a workshop at 6:00 before a Council meeting. Councilmember Delfino stated that this is of interest to the public and politics are the purview of City Council. He would consider a workshop as a first step. Council discussed the request and determined that they would support a workshop to present the State of Jefferson proposal. Mayor Douglass may have a conflict of interest and will have a discussion with City Attorney Cabral about this matter.

5 COUNCIL BUSINESS

5A. **Update for 44 Gearhart Lane**
STAFF PRESENTATION: Mick Cabral, City Attorney
RECOMMENDATION: Information only

City Attorney Cabral stated that he delivered the abatement order to the Placer County Court and the City is now required to demolish the structure at 44 Gearhart. He is fairly confident that the costs will be recovered either by a lien on the property or foreclosure and sale of the property. He also mentioned that as City Attorney he never charges for travel time.

5B. **Contract for Temporary Administrative Staff Position**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Authorize City Manager to Execute Contract with Blue Ribbon Personnel Services for temporary office services should they exceed $5000.

City Manager Miller stated that the vacancy in the office staff provides an opportunity to evaluate position classifications and job responsibilities. Several potential contract individuals were recommended by Blue Ribbon Personnel Services for consideration to temporarily fill the vacancy. The Finance Director and City Clerk interviewed three candidates and selected Amy Ugalde and she has worked out well. Staff envisions recruiting a permanent employee within 3 months and is requesting the flexibility of extending the current contract beyond the City Manager's signature authority if necessary.

Suzanne Roberts, Placer Hills Road, spoke against the concept of using an Agency to fill the position temporarily as it eliminated the opportunity for locals to fill the vacancy. She feels it is Council's responsibility to be included in the process of hiring all personnel. She reminded Council that they are under the guidelines of the 1985 Employee Handbook.

Councilmember Hesch would not want to hire a new permanent employee without reviewing the job description. Councilmember Harvey voiced concern over continuity, the need to train 2 people, and the cost difference between hiring a new employee and contracting for a temporary person. City Manager Miller stated that the costs of the temporary person and a new employee are essentially the same. Councilmember Delfino asked for clarification of the costs and the buy-out if the current temporary person were hired after the recruitment process. Mayor Pro Tem Parnham stated that it is the City Manager's job to staff City Hall.

> On a motion by Councilmember Hesch, seconded by Mayor Pro Tem Parnham, the City Council approved Resolution 2-2015 Authorizing the City Manager to Execute a Contract with Blue Ribbon Personnel Services for Temporary Office Services should they exceed $5000.

AYES: Douglass, Hesch, and Parnham
NOES: Delfino, Harvey

Councilmember Delfino asked to have in the record his request that Council look into an ad-hoc committee for future personnel decisions.

5C. **American Disabilities Act (ADA) Transition Plan Progress Report**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATIONS: Information Only

City Manager Miller stated that even beyond the ADA requirements, it is very important that access is universal. In 2012, the City applied for a CDBG grant but was turned down. A transition plan to comply with ADA requirements was not continued beyond that point other than all new public works projects being constructed within ADA regulations. With limited funds, the City must prioritize the projects that are undertaken to bring existing structures up to code. One priority is the entrance to City Hall. Staff has received a few bids which are up to $12,000 to make the front door universally accessible. This may be a good item to put into the budget at the mid-year review. One key to protect from frivolous lawsuits is to have an ADA Transition plan in place. Council and the City Attorney discussed the value of an ADA plan and its subsequent protection for the City. City Manager Miller suggested that the City reapply for a grant as ADA compliance can be very expensive. Councilmember Delfino thanked City Manager Miller for looking into this issue.

Mayor Douglass adjourned the meeting at 8:23 PM stating, "This concludes the 3rd meeting of the 53rd Council of the City of Colfax."

Respectfully submitted to City Council this 25th day of February, 2015

Lorraine Cassidy

City Clerk

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE FEBRUARY 25, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: February 7, 2014
SUBJECT: City of Colfax Cash Summary Report: January, 2015

X	N/A		FUNDED		UN-FUNDED	AMOUNT:	FROM FUND:

RECOMMENDED ACTION: Accept and File City of Colfax Cash Summary Report: January 2015.

SUMMARY:
Staff recommends that the Council accepts and files the Colfax Cash Summary Report: for January 2015.

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

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

CONCLUSION:
The attached reports reflect an overview of the financial transactions of the City of Colfax in January 2015.

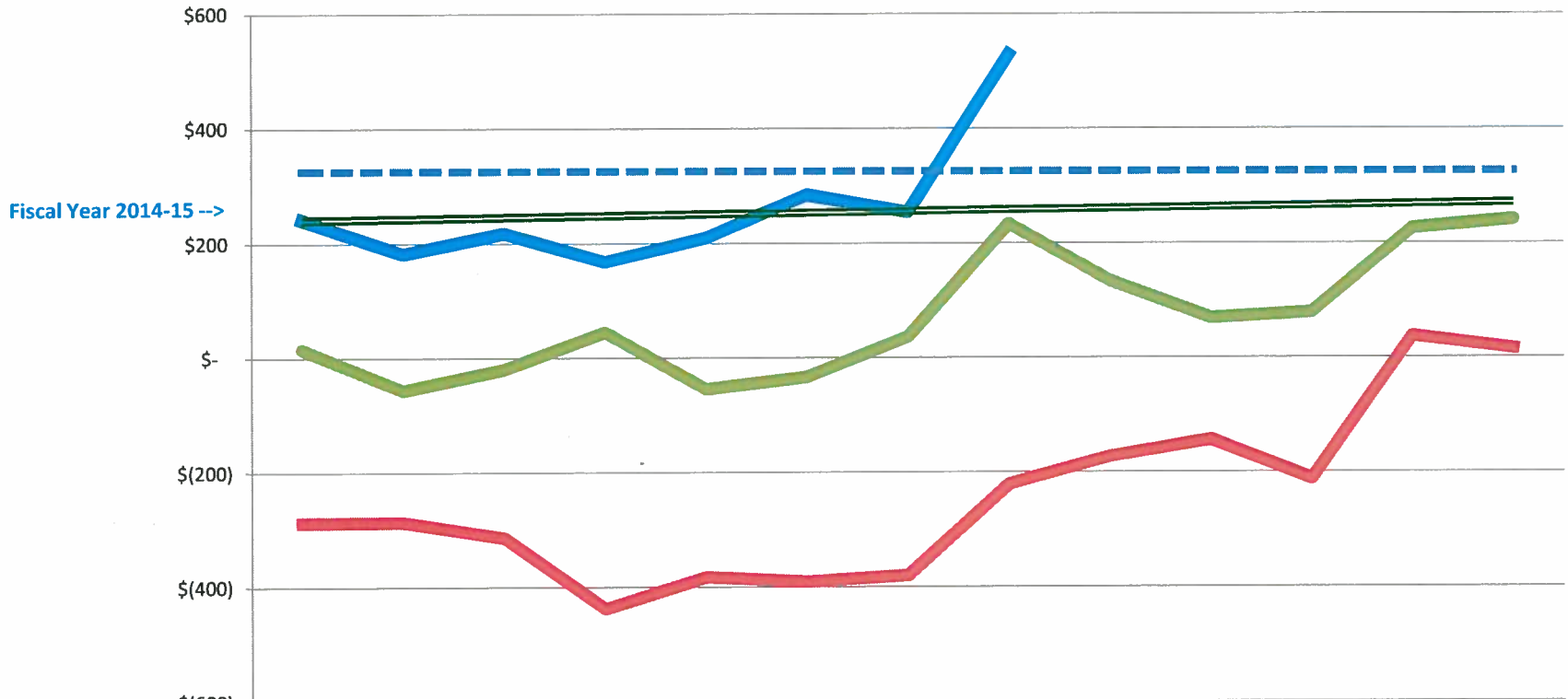
Monthly highlights include:

- As anticipated, January receipts included the first bi-annual allocation from Placer County for property taxes, triple flip sales tax, and delinquent sewer charges that were placed on the County Tax rolls. As part of the Teeter program, we receive 55% of the annual allocation in January of each year for these revenues. The balance is expected in May (40%) and July (5%).
- General fund disbursements were fairly typical and included the quarterly payments for Sheriff Services. The quarterly payment for the Winner property purchase is scheduled in February.

ATTACHMENTS:
1. General Fund Reserved Cash Analysis Graphs
    a. Cash Analysis – Balance
    b. Expenses by Month
    c. Revenues by Month
2. Cash Activity Reports – December 2014
    a. Cash Summary
    b. Cash Transaction Report – by individual fund
    c. Check Register Report
    d. Daily Cash Summary Report

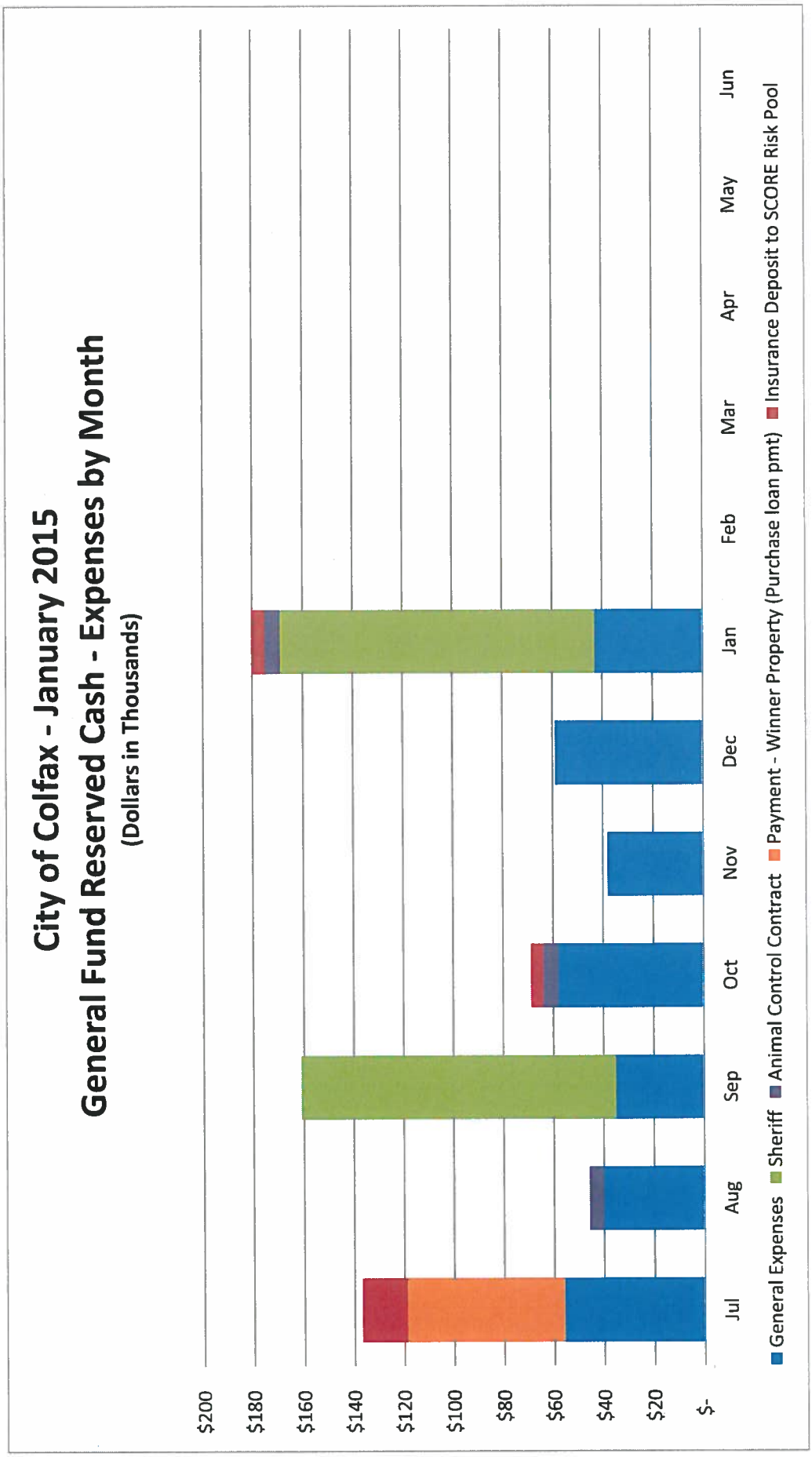
City of Colfax - January 2015
General Fund Reserved Cash Analysis

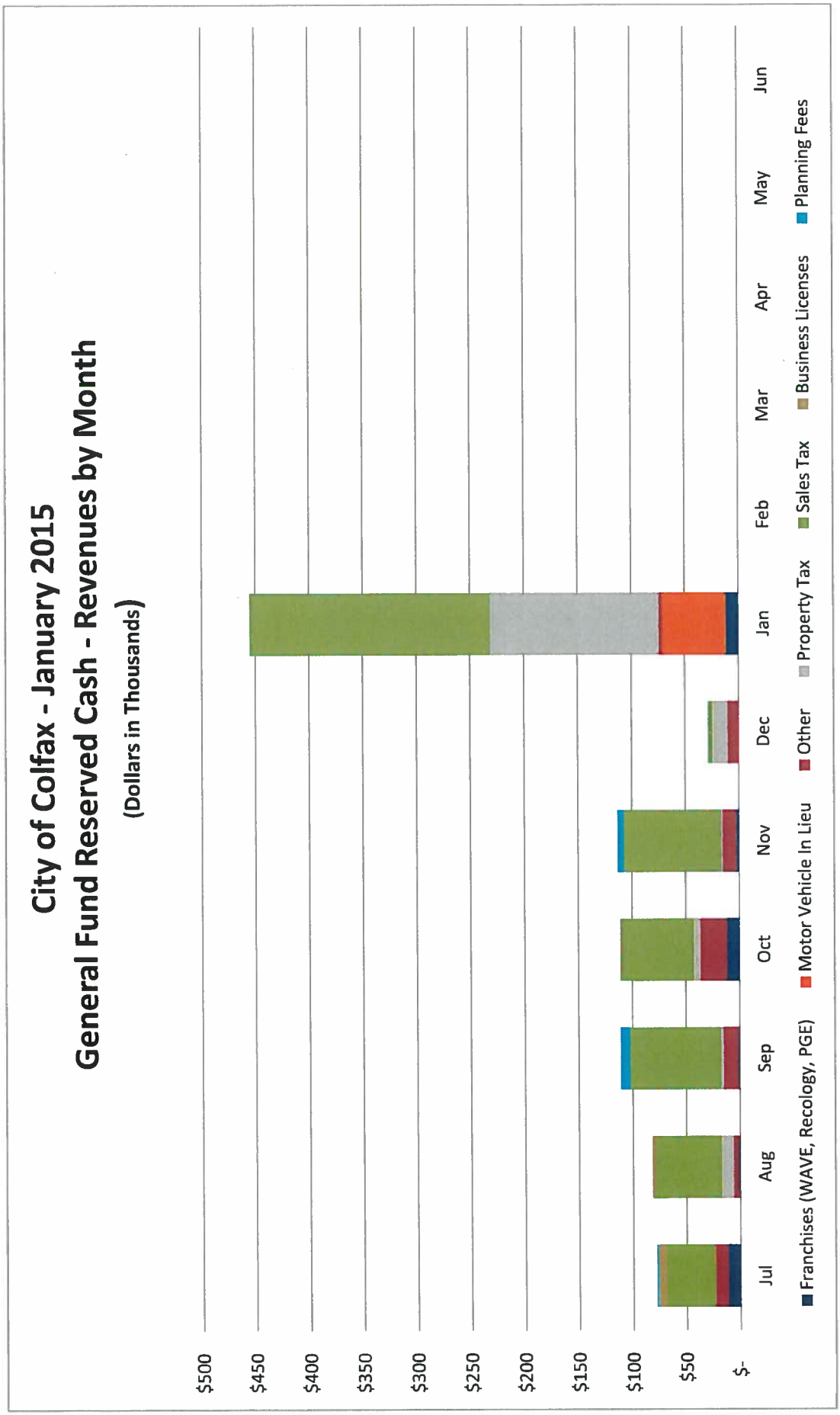
(Dollars in Thousands)



	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2014-15	$240	$181	$217	$167	$209	$284	$253	$528					
Cash Balance FY2013-14	$15	$(57)	$(20)	$45	$(55)	$(34)	$36	$233	$134	$69	$79	$225	240
Cash Balance FY2012-13	$(287)	$(286)	$(314)	$(438)	$(383)	$(391)	$(380)	$(221)	$(173)	$(144)	$(212)	$37	15
*Reserves Target 25%	$325	$325	$325	$325	$325	$325	$325	$325	$325	$325	$325	$325	325
Budget FY2015	$240	$243	$245	$248	$250	$253	$255	$258	$260	$263	$265	$268	270

*This is a recommended General Fund Reserve Target of 25% (3 months) of annual General Fund Revenues.


City of Colfax - January 2015
General Fund Reserved Cash - Expenses by Month
(Dollars in Thousands)
$200
$180
$160
$140
$120
$100
$80
$60
$40
$20
$-
Jul
Aug
Sep
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
General Expenses
Sheriff
Animal Control Contract
Payment - Winner Property (Purchase loan pmt)
Insurance Deposit to SCORE Risk Pool


City of Colfax - January 2015
General Fund Reserved Cash - Revenues by Month
(Dollars in Thousands)
$500
$450
$400
$350
$300
$250
$200
$150
$100
$50
$-
Jul
Aug
Sep
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Franchises (WAVE, Recology, PGE)
Motor Vehicle In Lieu
Other
Property Tax
Sales Tax
Business Licenses
Planning Fees

City of Colfax
Cash Summary
January 31, 2015

	Balance 12/31/14	Revenues In	Expenses Out	Transfers	Balance 01/31/2015
US Bank	$ 223,129.02	$ 724,308.43	$ (372,213.74)	$ (450,000.00)	$ 125,223.71
LAIF	$ 2,393,071.32	$ 1,478.67		$ 450,000.00	$ 2,844,549.99
LAIF - County Loan	$ -				$ -
Total Cash - General Ledger	$ 2,616,200.34	$ 725,787.10	$ (372,213.74)	$ -	$ 2,969,773.70
Petty Cash (In Safe)	$ 300.00				$ 300.00
Total Cash	$ 2,616,500.34	$ 725,787.10	$ (372,213.74)	$ -	$ 2,970,073.70

Change in Cash Account Balance - Total **$ 353,573.36**

Attached Reports:

1. Cash Transactions Report (By Individual Fund)
2. Check Register Report (Accounts Payable) $ (282,750.97)
3. Cash Receipts - Daily Cash Summary Report $ 591,459.44
   - Payroll Checks and Tax Deposits $ (40,406.26)
   - Utility Billings - Receipts $ 85,430.04
   - Bank Service Charges/Paypal $ (158.89)
   - **$ 353,573.36** $ -

Prepared by: Laurie Van Groningen 2/17/15
Laurie Van Groningen, Finance Director

Reviewed by: Mark Miller 2/19/15
Mark Miller, City Manager

Note: Beginning balance at 12/31/14 reflects a UB deposit in the amount of $10,563.61 which was recorded after December cash reports were generated.

City of Colfax

Cash Transactions Report - January 2014

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	$ 517,785.09	$ 443,892.62	$ (177,426.92)	$ 784,250.79
Fund: 120 - Land Development Fees	$ 27,674.77	$ -	$ (2,623.00)	$ 25,051.77
Fund: 570 - Garbage Fund	$ (292,056.92)	$ 10,750.00	$ -	$ (281,306.92)
Fund Type: 1.11 - General Fund - Unassigned	**$ 253,402.94**	**$ 454,642.62**	**$ (180,049.92)**	**$ 527,995.64**
Fund Type: 1.14 - General Fund - Restricted				
Fund: 571 - AB939 Landfill Diversion	$ 30,767.26	$ -	$ -	$ 30,767.26
Fund: 572 - Landfill Post Closure Maintenance	$ 757,144.20	$ 19,808.00	$ (2,630.11)	$ 774,322.09
Fund Type: 1.14 - General Fund - Restricted	**$ 787,911.46**	**$ 19,808.00**	**$ (2,630.11)**	**$ 805,089.35**
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	$ 3,886.33	$ 2.30	$ -	$ 3,888.63
Fund: 211 - Mitigation Fees - Drainage	$ 2,984.20	$ 1.77	$ -	$ 2,985.97
Fund: 212 - Mitigation Fees - Trails	$ 41,412.31	$ 24.49	$ -	$ 41,436.80
Fund: 213 - Mitigation Fees - Parks/Rec	$ 91,820.68	$ 54.29	$ -	$ 91,874.97
Fund: 214 - Mitigation Fees - City Bldgs	$ 445.72	$ 0.27	$ -	$ 445.99
Fund: 215 - Mitigation Fees - Vehicles	$ 230.90	$ 0.14	$ -	$ 231.04
Fund: 217 - Mitigation Fees - DT Parking	$ 26,059.06	$ 15.41	$ -	$ 26,074.47
Fund: 218 - Support Law Enforcement	$ 1,279.43	$ 9,361.38	$ (25,000.00)	$ (14,359.19)
Fund: 241 - CDBG Housing Rehabiliation	$ 94,279.32	$ 55.74	$ -	$ 94,335.06
Fund: 244 - CDBG MicroEnterprise Lending	$ 117,625.52	$ 369.36	$ -	$ 117,994.88
Fund: 250 - Streets - Roads/Transportation	$ (15,881.49)	$ -	$ (11,857.56)	$ (27,739.05)
Fund: 253 - Gas Taxes	$ 60,932.82	$ 4,078.48	$ (1,443.05)	$ 63,568.25
Fund: 270 - Beverage Container Recycling	$ 32,993.49	$ 18.94	$ -	$ 33,012.43
Fund: 280 - Oil Recycling	$ 1,262.09	$ 1.51	$ (598.90)	$ 664.70
Fund: 286 - Bricks	$ 5,236.55	$ 3.10	$ -	$ 5,239.65
Fund: 292 - Fire Department Capital Funds	$ 61,086.96	$ 23.93	$ -	$ 61,110.89
Fund Type: 1.24 - Special Rev Funds - Restric	**$ 525,653.89**	**$ 14,011.11**	**$ (38,899.51)**	**$ 500,765.49**
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 350 - Street Improvement Projects	$ 75,818.78	$ 48.86	$ (28,798.31)	$ 47,069.33
Fund: 360 - Rule 20A Undergrounding	$ (8,659.60)	$ -	$ (2.98)	$ (8,662.58)
Fund Type: 1.34 - Capital Projects - Restricted	**$ 67,159.18**	**$ 48.86**	**$ (28,801.29)**	**$ 38,406.75**
Fund Type: 2.11 - Enterprise Funds - Unassigned				
Fund: 560 - Sewer	$ 204,858.06	$ 152,346.71	$ (70,970.10)	$ 286,234.67
Fund: 561 - Sewer Liftstations	$ 341,043.11	$ 11,218.54	$ (10,456.55)	$ 341,805.10
Fund: 563 - Wastewater Treatment Plant	$ 221,803.28	$ 27,266.15	$ -	$ 249,069.43
Fund: 565 - General Obligation Bond 1978	$ 21,030.56	$ 3,350.38	$ -	$ 24,380.94
Fund: 567 - Inflow & Infiltration	$ 193,337.86	$ 1,349.42	$ -	$ 194,687.28
Fund Type: 2.11 - Enterprise Funds - Unassigı	**$ 982,072.87**	**$ 195,531.20**	**$ (81,426.65)**	**$ 1,096,177.42**
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	$ -	$ 41,745.31	$ (40,406.26)	$ 1,339.05
Fund Type: 9.0 - CLEARING ACCOUNT	**$ -**	**$ 41,745.31**	**$ (40,406.26)**	**$ 1,339.05**
Grand Totals:	**$ 2,616,200.34**	**$ 725,787.10**	**$ (372,213.74)**	**$ 2,969,773.70**

Check Register Report
Accounts Payable
Checks Processed January 2015

Date: 02/02/2015
Time: 10:23 am
Page: 1

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks							
50526	01/08/2015	Printed		01790	AUBURN OFFICE PRODUCTS	SUPPLIES	335.71
50527	01/08/2015	Printed		02084	BRIGIT S. BARNES & ASSOCIATES	PLANNING SERVICES DEC '14	996.40
50528	01/08/2015	Printed		03121	CALIFORNIA BUILDING	BUILDING FEE REPORT	6.00
50529	01/08/2015	Printed		04253	DEPARTMENT OF GENERAL SERVICES	SB 1186 FEES	7.80
50530	01/08/2015	Printed		06420	FISHER'S WASTEWATER SERVICES	WWTP OPERATIONS	8,197.89
50531	01/08/2015	Printed		09455	INLAND BUSINESS SYSTEMS	COPY MACHINE COPY CHARGES	87.85
50532	01/08/2015	Printed		12110	LABOR READY	LABOR READY SERVICES	303.20
50533	01/08/2015	Printed		06011	PELLETREAU, ALDERSON & CABRAL	LEGAL FEES DEC '14	3,436.75
50534	01/08/2015	Printed		16035	PG&E	UTILITIES DEC '14	14,352.13
50535	01/08/2015	Printed		16300	PLACER COUNTY WATER AGENCY	WATER	1,640.60
50536	01/08/2015	Printed		16200	PLACER COUNTY SHERIFF DEPT.	SHERIFF'S CONTRACT	150,872.00
50537	01/08/2015	Printed		19279	SERVICE ENGINEERING	LIFT STATION #2 MAINTENANCE	534.70
50538	01/08/2015	Printed		21131	UNION PACIFIC RAILROAD COMPANY	PEDESTRIAN XING PROJECT,	28,179.56
50539	01/08/2015	Printed		22106	VAN GRONINGEN & ASSOCIATES	FINANCE CONSULTANT DEC '14	4,501.25
50540	01/08/2015	Printed		23169	WAVE BUSINESS SOLUTIONS	INTERNET/PHONE CITY HALL	224.15
50541	01/15/2015	Printed		01414	ALHAMBRA & SIERRA SPRINGS	WATER - CITY HALL/ YARD/WWTP	70.89
50542	01/15/2015	Printed		01460	AMERIPRIDE UNIFORM SERVICE	UNIFORMS & SUPPLIES DEC '14	196.39
50543	01/15/2015	Printed		01766	AT&T MOBILITY	CELL PHONES DEC '14	437.88
50544	01/15/2015	Printed		03650	CRANMER ENGINEERING, INC.	WWTP TESTING	580.00
50545	01/15/2015	Printed		04255	DEPARTMENT OF HOUSING &	MOBILE HOME PARK FEES	40.00
50546	01/15/2015	Printed		08070	HANSEN BROS. ENTERPRISES	SAND	338.64
50547	01/15/2015	Printed		08170	HILLS FLAT LUMBER CO	SUPPLIES	1,060.44
50548	01/15/2015	Printed		08660	HUNT AND SONS, INC.	GAS FIRE DEPT	87.20
50549	01/15/2015	Printed		12110	LABOR READY	LABOR READY SERVICES	303.20
50550	01/15/2015	Printed		13560	MUNICIPAL CODE CORPORATION	CODE BOOK UPDATE	1,176.08
50551	01/15/2015	Printed		13562	MUNITEMPS	INTERIM CITY CLERK SERVICES	1,896.00
50552	01/15/2015	Printed		18400	RIEBES AUTO PARTS	SUPPLIES	99.10
50553	01/15/2015	Printed		19387(2)	SIERRA FOOTHILLS LITTLE LEAGUE	REFUND, EVENT APPLICATION,	100.00
50554	01/15/2015	Printed		20506	TOWN OF LOOMIS	CITY COUNTY OFFICIALS DINNER	150.00
50555	01/15/2015	Printed		23169	WAVE BUSINESS SOLUTIONS	INTERNET CORP YARD	47.95
50556	01/15/2015	Printed		23301	WESTERN PLACER WASTE	SLUDGE REMOVAL DEC '14	1,228.52
50557	01/22/2015	Printed		04400	DIAMOND WELL DRILLING CO.	WWTP MONITORING DEC 2014	4,993.00
50558	01/22/2015	Printed		04592	DWAYNE ARMSTRONG COMMUNICATION	INTERNET WWTP FEB 2015	99.95
50559	01/22/2015	Printed		08050	HACH COMPANY	UVAS SENSOR	995.00
50560	01/22/2015	Printed		08660	HUNT AND SONS, INC.	GAS PUBLIC WORKS	311.33
50561	01/22/2015	Printed		12110	LABOR READY	LABOR READY SERVICES	747.08
50562	01/22/2015	Printed		12200	LEAGUE OF CALIFORNIA CITIES	MEMBERSHIP DUES 2015	1,172.00
50563	01/22/2015	Printed		19390	MAR-VAL'S SIERRA MARKET	WATER	19.27
50564	01/22/2015	Printed		16202	PLACER COUNTY OES FISCAL UNIT	FIRE PROTECTION Q2 14/15	5,716.70
50565	01/22/2015	Printed		18090	RAMOS	USED OIL FILTER PICKUP	60.00
50566	01/22/2015	Printed		18193	RECOLOGY AUBURN PLACER	WWTP DEBRIS BOX RENTAL	1,150.00
50567	01/22/2015	Printed		19279	SERVICE ENGINEERING	LIFT STATION 1/2 MAINTENANCE	431.25
50568	01/22/2015	Printed		19320	SOLENIS	WWTP CHEMICALS	1,577.03
50569	01/22/2015	Printed		21100	ULTRA LINK CABLING SYSTEMS INC	CAT5E CABLE FOR WWTP	172.00
50570	01/22/2015	Printed		23169	WAVE BUSINESS SOLUTIONS	INTERNET CITY HALL	182.95
50571	01/29/2015	Printed		03562	COMMERCIAL PUMP SERVICE, INC	WWTP MAINTENANCE	3,004.51
50572	01/29/2015	Printed		08050	HACH COMPANY	WWTP TESTING	130.75
50573	01/29/2015	Printed		08086	HBE RENTALS	SCISSOR LIFT RENTAL LOCOMOTIVE	130.00

Check Register Report

Checks Processed January 2015

Date: 02/02/2015
Time: 10:23 am
Page: 2

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks							
50574	01/29/2015	Printed		08159	HILL BROTHERS CHEMICAL CO.	CHEMICALS	8,855.47
50575	01/29/2015	Printed		08660	HUNT AND SONS, INC.	GAS PUBLIC WORKS	256.87
50576	01/29/2015	Printed		12110	LABOR READY	LABOR READY SERVICES	344.05
50577	01/29/2015	Printed		13562	MUNITEMPS	INTERIM CITY CLERK SERVICES	2,360.13
50578	01/29/2015	Printed		16139	PLACER COUNTY ADMINISTRATIVE	ANIMAL CONTROL	6,448.62
50579	01/29/2015	Printed		16727	PONTICELLO ENTERPRISES	ENGINEERING DEC '14	5,194.25
50580	01/29/2015	Printed		19070	SCORE - SMALL CITIES ORGANIZED	WORKER'S COMP	10,345.00
50581	01/29/2015	Printed		19279	SERVICE ENGINEERING	LIFT STATION #2 MAINTENANCE	782.20
50582	01/29/2015	Printed		16600	STATIONARY ENGINEERS, LOCAL 39	HEALTH INSURANCE MAR '15	5,718.00
50583	01/29/2015	Printed		23169	WAVE BUSINESS SOLUTIONS	PHONE FIRE STATION	65.28

Total Checks: 58 **Checks Total (excluding void checks): 282,750.97**

Total Payments: 58 **Bank Total (excluding void checks): 282,750.97**

Total Payments: 58 **Grand Total (excluding void checks): 282,750.97**

DAILY CASH SUMMARY REPORT

Jan 2015 Cash Receipts (Non UB
01/01/2015 - 01/31/2015

City of Colfax

			Debit	Credit	Net Chng
Fund: 100 - General Fund					
01/08/2015	Daily Totals		5,131.25	0.00	5,131.25
01/15/2015	Daily Totals		1,456.96	0.00	1,456.96
01/16/2015	Daily Totals		27.25	0.00	27.25
01/22/2015	Daily Totals		2,015.71	0.00	2,015.71
01/30/2015	Daily Totals		435,261.39	0.00	435,261.39
Fund: 100 - General Fund		**TOTALS:**	**443,892.56**	**0.00**	**443,892.56**
Fund: 210 - Mitigation Fees - Roads					
01/30/2015	Daily Totals		2.30	0.00	2.30
Fund: 210 - Mitigation Fees - Roads		**TOTALS:**	**2.30**	**0.00**	**2.30**
Fund: 211 - Mitigation Fees - Drainage					
01/30/2015	Daily Totals		1.77	0.00	1.77
Fund: 211 - Mitigation Fees - Drainage		**TOTALS:**	**1.77**	**0.00**	**1.77**
Fund: 212 - Mitigation Fees - Trails					
01/30/2015	Daily Totals		24.49	0.00	24.49
Fund: 212 - Mitigation Fees - Trails		**TOTALS:**	**24.49**	**0.00**	**24.49**
Fund: 213 - Mitigation Fees - Parks/Rec					
01/30/2015	Daily Totals		54.29	0.00	54.29
Fund: 213 - Mitigation Fees - Parks/Rec		**TOTALS:**	**54.29**	**0.00**	**54.29**
Fund: 214 - Mitigation Fees - City Bldgs					
01/30/2015	Daily Totals		0.27	0.00	0.27
Fund: 214 - Mitigation Fees - City Bldgs		**TOTALS:**	**0.27**	**0.00**	**0.27**
Fund: 215 - Mitigation Fees - Vehicles					
01/30/2015	Daily Totals		0.14	0.00	0.14
Fund: 215 - Mitigation Fees - Vehicles		**TOTALS:**	**0.14**	**0.00**	**0.14**
Fund: 217 - Mitigation Fees - DT Parking					
01/30/2015	Daily Totals		15.41	0.00	15.41

DAILY CASH SUMMARY REPORT

Jan 2015 Cash Receipts (Non UB
01/01/2015 - 01/31/2015

City of Colfax

			Debit	Credit	Net Chng
Fund: 217 - Mitigation Fees - DT Parking		**TOTALS:**	**15.41**	**0.00**	**15.41**
Fund: 218 - Support Law Enforcement					
01/30/2015	Daily Totals		9,361.38	0.00	9,361.38
Fund: 218 - Support Law Enforcement		**TOTALS:**	**9,361.38**	**0.00**	**9,361.38**
Fund: 241 - CDBG Housing Rehabiliation					
01/30/2015	Daily Totals		55.74	0.00	55.74
Fund: 241 - CDBG Housing Rehabiliation		**TOTALS:**	**55.74**	**0.00**	**55.74**
Fund: 244 - CDBG MicroEnterprise Lending					
01/30/2015	Daily Totals		369.36	0.00	369.36
Fund: 244 - CDBG MicroEnterprise Lending		**TOTALS:**	**369.36**	**0.00**	**369.36**
Fund: 250 - Streets - Roads/Transportation					
01/30/2015	Daily Totals		0.00	23.67	-23.67
Fund: 250 - Streets - Roads/Transportation		**TOTALS:**	**0.00**	**23.67**	**-23.67**
Fund: 253 - Gas Taxes					
01/30/2015	Daily Totals		4,078.48	0.00	4,078.48
Fund: 253 - Gas Taxes		**TOTALS:**	**4,078.48**	**0.00**	**4,078.48**
Fund: 270 - Beverage Container Recycling					
01/30/2015	Daily Totals		18.94	0.00	18.94
Fund: 270 - Beverage Container Recycling		**TOTALS:**	**18.94**	**0.00**	**18.94**
Fund: 280 - Oil Recycling					
01/30/2015	Daily Totals		1.51	0.00	1.51
Fund: 280 - Oil Recycling		**TOTALS:**	**1.51**	**0.00**	**1.51**
Fund: 286 - Bricks					
01/30/2015	Daily Totals		3.10	0.00	3.10
Fund: 286 - Bricks		**TOTALS:**	**3.10**	**0.00**	**3.10**

Limited to include: JE Types of: CR

DAILY CASH SUMMARY REPORT

Jan 2015 Cash Receipts (Non UB
01/01/2015 - 01/31/2015

City of Colfax

			Debit	Credit	Net Chng
Fund: 292 - Fire Department Capital Funds					
01/30/2015	Daily Totals		23.93	0.00	23.93
Fund: 292 - Fire Department Capital Funds		**TOTALS:**	**23.93**	**0.00**	**23.93**
Fund: 350 - Street Improvement Projects					
01/30/2015	Daily Totals		48.86	0.00	48.86
Fund: 350 - Street Improvement Projects		**TOTALS:**	**48.86**	**0.00**	**48.86**
Fund: 360 - Rule 20A Undergrounding Projec					
01/30/2015	Daily Totals		0.00	2.98	-2.98
Fund: 360 - Rule 20A Undergrounding Projec		**TOTALS:**	**0.00**	**2.98**	**-2.98**
Fund: 560 - Sewer					
01/08/2015	Daily Totals		200.00	0.00	200.00
01/15/2015	Daily Totals		61.33	0.00	61.33
01/30/2015	Daily Totals		98,549.85	0.00	98,549.85
Fund: 560 - Sewer		**TOTALS:**	**98,811.18**	**0.00**	**98,811.18**
Fund: 561 - Sewer Liftstations					
01/22/2015	Daily Totals		407.00	0.00	407.00
01/30/2015	Daily Totals		407.00	0.00	407.00
Fund: 561 - Sewer Liftstations		**TOTALS:**	**814.00**	**0.00**	**814.00**
Fund: 565 - General Obligation Bond 1978					
01/30/2015	Daily Totals		3,350.38	0.00	3,350.38
Fund: 565 - General Obligation Bond 1978		**TOTALS:**	**3,350.38**	**0.00**	**3,350.38**
Fund: 570 - Garbage Fund					
01/22/2015	Daily Totals		10,750.00	0.00	10,750.00
Fund: 570 - Garbage Fund		**TOTALS:**	**10,750.00**	**0.00**	**10,750.00**
Fund: 572 - Landfill Post Closure Mainten					
01/22/2015	Daily Totals		19,808.00	0.00	19,808.00

DAILY CASH SUMMARY REPORT

Jan 2015 Cash Receipts (Non UB
01/01/2015 - 01/31/2015

Page: 2
2/7/2015
9:40 am

City of Colfax

		Debit	Credit	Net Chng
Fund: 572 - Landfill Post Closure Mainten	**TOTALS:**	**19,808.00**	**0.00**	**19,808.00**
	GRAND TOTALS:	**591,486.09**	**26.65**	**591,459.44**

Limited to include: JE Types of: CR

ITEM 2C

Proclamation

Whereas, David A. Breninger has served nearly forty-eight years in public administration; and

Whereas, twenty-three of those years of service have been leading the Placer County Water Authority as General Manager; and

Whereas, under his leadership the Placer County Water Authority has achieved significant advances in the management of water resources and hydroelectric production, as well as water utility service to wide areas of Placer County ; and

Whereas, Mr. Breninger's leadership abilities have brought people and organizations together to solve past challenges, admirably steering the Agency through Placer County droughts, floods, wildland fires, canal breaks and water shortage emergencies; and

Whereas, Mr. Breninger has always had a great affection for the natural resources, small communities, and history of Sierra Foothill communities; and,

Whereas, Mr. Breninger's accomplishments go beyond agency management, extending from contributions in local community radio station programming to protecting local resources from statewide challenges;

Now, Therefore, I, Kim Douglass, Mayor of the City of Colfax on the behalf of the Council and its citizens, hereby recognize and congratulate, with great gratitude, David Breninger for his dedication of 23 years of service with Placer County Water Agency.

Signed this 25th day of February 2015

_____

Kim Douglass, Mayor

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE FEBRUARY 25, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED BY: Staff
DATE: February 18, 2015
SUBJECT: Abatement Update

X	N/A		FUNDED		UN-FUNDED	AMOUNT:	FROM FUND

RECOMMENDED ACTION: Information Only

BACKGROUND AND ANALYSIS:

Several properties within the City limits stand vacant and/or are in need of major repair. As they stand in violation of Colfax Municipal Code, staff has drafted letters to property owners giving 15 days to contact Staff regarding a plan for abatement. If a second letter is necessary after 15 days, the City will escalate the process. If no reasonable action is taken at that point, the City will begin further legal proceedings to abate the nuisance.

RECOMMENDATION:

For information only

ATTACHMENTS:
Letter to Property Owner – 10 E Grass Valley Street
Letter to Property Owner – 2121 S Auburn Road

CITY of COLFAX
CALIFORNIA
CITY HALL, 33 SOUTH MAIN STREET, COLFAX, CA

February 17, 2015

Maximus US LLC

RE: Abatement Request 10 East Grass Valley St, Colfax, CA 95713

The City of Colfax has received a number of complaints regarding the state of your building and its overall impact on public health and welfare. Property owners are required to abate the public nuisance created by structures that violate the Colfax Municipal Code.

The Colfax Hotel located at 10 Grass Valley Street is not in compliance with the Colfax Municipal Code in the following respects:

1. It is a building which is abandoned, boarded up, partially destroyed or left in a state of partial construction in violation of Colfax Municipal Code §8.16.030M.
2. The paint on the building exterior, which is visible from a public street, is mostly worn off or not in compliance with the general plan design element or established design guidelines. This is a violation of Colfax Municipal Code §8.16.030J.
3. It constitutes an attractive nuisance dangerous to children and visible from a public street. It is also attractive to transients that have frequently utilized the premises as temporary living quarters. This is a violation of Colfax Municipal Code §8.16.030E.
4. It constitutes a structure or condition which is a hazard to public health, safety or welfare. This is a violation of Colfax Municipal Code §8.16.020.
5. It constitutes a Dangerous Building as defined by Section 302 of the Uniform Code for the Abatement of Dangerous Buildings which is incorporated into Colfax Municipal Code §15.04.080.

These nuisance conditions need to be remedied so the structure can be brought into compliance and become an asset to the community instead of a detriment. The City would like to work with you to develop a plan and schedule for abating these nuisance conditions. Please contact the City Code Enforcement Officer Gabe Armstrong, or City Manager Mark Miller, within 15 days of the date of this letter so that process can begin.

Thank you in advance for your cooperation.

Gabe Armstrong
Community Services Director
#

CITY of COLFAX
CALIFORNIA
CITY HALL, 33 SOUTH MAIN STREET, COLFAX, CA

February 19, 2015

William Jay Park

RE: Abatement Request 2121 S. Auburn Street, Colfax, CA 95713

The City of Colfax has received a number of complaints regarding the state of your building and its overall impact on public health and welfare. Property owners are required to abate the public nuisance created by structures that violate the Colfax Municipal Code.

The old restaurant building located at 2121 S Auburn Street is not in compliance with the Colfax Municipal Code in the following respects:

1. It is a building which is abandoned, boarded up, partially destroyed or left in a state of partial construction in violation of Colfax Municipal Code §8.16.030M.
2. The paint on the building exterior, which is visible from a public street, is mostly worn off or not in compliance with the general plan design element or established design guidelines. This is a violation of Colfax Municipal Code §8.16.030J.
3. It constitutes an attractive nuisance dangerous to children and visible from a public street. It is also attractive to transients that have frequently utilized the premises as temporary living quarters. This is a violation of Colfax Municipal Code §8.16.030E.
4. It constitutes a structure or condition which is a hazard to public health, safety or welfare. This is a violation of Colfax Municipal Code §8.16.020.
5. It constitutes a Dangerous Building as defined by Section 302 of the Uniform Code for the Abatement of Dangerous Buildings which is incorporated into Colfax Municipal Code §15.04.080.
6. It is an attractive nuisance with extensive graffiti on the building.

These nuisance conditions need to be remedied so the structure can be brought into compliance and become an asset to the community instead of a detriment. The City would like to work with you to develop a plan and schedule for abating these nuisance conditions. Please contact the City Code Enforcement Officer Gabe Armstrong, or City Manager Mark Miller, within 15 days of the date of this letter so that process can begin.

Thank you in advance for your cooperation.

Gabe Armstrong
Community Services Director#

STAFF REPORT TO THE COLFAX CITY COUNCIL

For the February 25, 2015 Council Meeting

FROM: Mark Miller, City Manager

PREPARED By: Staff

SUBJECT: Contract Services Status Update and Cost Summary

	N/A	**X**	**FUNDED**		**UN-FUNDED**	**AMOUNT:** Varies by contract	**FROM FUND:** Multiple - General Fund, Wastewater, and Engineering Project funds

RECOMMENDED ACTION: Informational only: Receive staff presentation and discuss as appropriate.

BACKGROUND AND DISCUSSION:

Due to the small size of the City, the limited number of City staff and the need for specialized services, Colfax contracts for a number of professional services. Over the past year, staff and Council have been reviewing all the various contract services, discussing costs during the budget meetings and considering options to improve cost effectiveness. Last fall, staff provided a list of nearly one hundred active and recently closed contracts that the City has engaged in. An important management step is to periodically review all contracts and assure that the needs and services of the public and the City are best being met. Staff is continuing to review the contracts and will bring an updated list back to City Council for discussion.

Among the professional services being provided to the City, four of the largest contract expense areas include Sheriff, wastewater treatment, planning, and engineering services. The most recent four audited fiscal year expenses for these specific contract services are shown in Table 1 below. The total of these services over four years exceeds $4.7 million, a very large portion of the entire Colfax City budget. Prudent business practice and taxpayer accountability require periodic evaluation of significant expenses.

Recently, the City Council directed a modification to the Sheriff contract to adjust service levels to minimize cost increases. The City and Placer County are currently in the final year of a 3-year contract, and discussions are continuing on potential cost saving measures to bring back to Council for consideration. Also recently, the City Council has directed staff to evaluate the wastewater treatment contract with the goal of providing greater in-house control and operational continuity.

TABLE 1 - City of Colfax Contract Services Cost Summary

	Four Fiscal Year Total	FYE 06/30/2014	FYE 06/30/2013	FYE 06/30/2012	FYE 06/30/2011
Total Engineering Services	**$1,260,317**	**$200,295**	**$285,879**	**$393,609**	**$380,533**
Ponticello Enterprises amount	*$1,171,677*	*$169,447*	*$270,324*	*$356,563*	*$375,343*
Total Planning Services	**$419,648**	**$101,481**	**$111,521**	**$77,736**	**$128,911**
Brigit S Barnes & Assoc. amount	*$375,387*	*$83,805*	*$110,173*	*$77,614*	*$103,795*
Placer County Sheriff	**$2,255,352**	**$603,432**	**$565,812**	**$539,684**	**$546,424**
WWTP Operations *	**$479,694**	**$94,938**	**$151,373**	**$136,099**	**$97,285**
4 YR. SERVICES TOTAL	**$4,701,759**				

*FYE 06/30/2013 WWTP was staffed in-house, total shown is estimated staff wages and benefits

The City engineering service and planning service contracts have been in place for over five years. Service contracts are normally termed for 1 to 3 years, and are subject to City Council funding approval through the City budget process for multiple year contracts. To ensure that the ratepayers and citizens are receiving the most cost effective services by the most qualified providers, the City uses the Request for Proposals (RFP) process. Additionally, some funding sources, such as Federal Highway grants, require RFPs in order to qualify for the funds. In the RFP process, the specific service requirements are advertised for firms and/or individuals to submit proposals. In the current RFP process for engineering and planning services, consideration is being made to the potential for internal staffing for some of services, which could make for considerable cost savings, as well as similar in-house control and operational continuity benefits that the City is looking to achieve in the wastewater treatment plant operations. Staff will bring recommendations to City Council for approval for any proposed contracting or staffing changes.

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE FEBRUARY 25, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED BY: Staff
DATE: February 19, 2015
SUBJECT: Authorize Demolition Contractor and Update of Cost Recovery Process of 44 Gearhart

	N/A	X	**FUNDED**		**UN-FUNDED**	**AMOUNT: $11,300**	**FROM FUND: 100**

RECOMMENDED ACTION: Adopt Resolution 3-2015 Authorizing the City Manager to Execute an Agreement with Hanson Bros Enterprises for Demolition of Structure at 44 Gearhart.

SUMMARY:

The burned structure at 44 Gearhart is being abated with a Court Order to demolish the building. Public Works has received bids for the demolition of the structure from Lorang Brothers Construction, Inc, Hanson Bros Enterprises and Cunningham Excavating, Inc. Hanson Bros. Enterprises' quote was the lowest at $11,300.

In addition to the contract costs for actual demolition of the building, staff and the City Attorney have expended many hours of time devoted to the abatement process. Costs incurred by the City can be recovered by imposing a lien on the property. These additional costs are approximately $8,000.

Colfax Municipal Code Section 8.16.180 requires staff to render an itemized report of all costs of abatement to the City Council and present that report during a hearing before the City Council. A copy of notice of that hearing and the report must be posted on the property and sent to the owner by certified mail at least five days before being submitted to the City Council. An itemized cost accounting of the abatement will be presented during a hearing at the March 11, 2015 meeting.

CONCLUSION:

Staff recommends that City Council authorize the City Manager to execute an agreement with Hanson Bros Enterprises for the demolition of the structure at 44 Gearhart.

ATTACHMENTS:

1. Resolution 3-2015
2. Bids for Demolition
    a. Cunningham Excavation, Inc
    b. Lorang Brothers Construction, Inc
    c. Hanson Bros. Enterprises

Cunningham Excavating, Inc.
P.O. Box 1100
Colfax, CA. 95713
530-888-0611
530-389-8010(fax)
California Contractors General A Engineering License 743266

PROPOSAL

To: City of Colfax
P.O. Box 702
Colfax , CA. 95713

Date: February 18, 2015
Proposal No: COL001
Phone: 530-346-2313
Fax: 530-346-6214

Job Site Address: 44 Gerhart; Colfax, CA

Scope of Work: Demolition and Removal of One House
Cunningham Excavating, Inc. proposes to supply labor, trucking, landfill fees and the equipment necessary to accomplish the demolition and removal of one house: consisting of structure materials and associated products; foundation materials and products, associated miscellaneous debris. Erosion control products of wattles and silt fence will be placed on the easterly and northern property lines, but not maintained. Straw will be placed on the disturbed areas.

Cunningham Excavating, Inc. will not be held responsible in the handling or removal of hazardous or contaminated materials.

EXCLUSIONS: Permits; Permit Fees; Inspection Fees; Special Soil Preparation or Stabilization, Hydro-Seeding; Erosion Control Plan; Maintenance of Erosion Control; Compaction Testing, Special Soil Preparation or Stabilization; SWPPP Development or Maintenance; Storm Water Pumping or Handling of Wet or Unsuitable Soils. Over excavation, re-compaction, processing of soil that is loose, oversaturated, contaminated or otherwise unsuitable.
**It is the Owner's responsibility to obtain all pertinent permits.
Extras to be performed on a Time and Material basis plus 20%.

PRICE: FOR THE TOTAL SUM OF . . . . . $ 18,630.00
(Eighteen Thousand, Six Hundred Thirty Dollars and No Cents)

CONDITIONS:

It is understood and agreed that we shall not he held liable for any loss, damage or delays occasioned by fire, strikes or material stolen after delivery upon premises, lockouts, acts of God, or the public enemy, accidents, boycotts, material shortages, disturbed labor conditions, delayed delivery of materials of Seller's suppliers, force majeure, inclement weather, floods, freight embargoes, causes incident to national emergencies, war, or other causes beyond the reasonable control of Seller, whether of like or different character, or other causes beyond his control. Prices quoted in this contract are based upon present prices and upon condition that the proposal will be accepted within thirty days. Also general conditions which are standard for specialty contractors in the construction industry.
Attorneys' Fees: In the event the parties hereto become involved in litigation arising out of this contract, or the performance or breach thereof, the court in such litigation, or in a separate suit, shall award reasonable costs, expenses, and attorneys' fees to the prevailing party. The court shall not be bound by any court fee schedule, and may, in the interest of justice, award the full amount of costs, expenses, and attorneys' fees incurred in good faith.

TERMS: Due upon completion.

SUBMITTED: BOBBY GEORGE CUNNINGHAM

_____
President, Cunningham Excavating, Inc.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractor's State License Board, 3123 Bradshaw Rd.,Sacramento, CA 95826

Notice to Owner
Under the Mechanics' Lien Law, any contractor, sub-contractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services, or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work or improvements, an original contract for the work of improvement of a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall , in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment, or materials for the work described in said contract.

LORANG BROTHERS CONSTRUCTION INC.
1175 South Auburn Street Colfax, CA 95713
(530) 346-8150
Fax (530) 346-6120

February 18, 2015

City of Colfax
P.O. Box 703
33 S. Main Street
Colfax, CA 95713

Attention: Gabe Armstrong/gabe.armstrong@colfax-CA.gov

Re: Proposal for Residential House Demolition on Gearhart Alley, Colfax, CA

Gentlemen:

Lorang Brothers Construction proposes to furnish and install all Labor, Equipment, Materials and Dump Fees necessary to remove and dispose of the residential house on Gearhart Alley in Colfax, CA.

Lump Sum $16,000.00

Includes:

1. Removal and Disposal of concrete footings and slabs.

Excludes:

1. Tree trimming on Gearhart Alley for high side truck access.
2. Erosion Control (temporary and permanent)
3. Fees and permits.

Should you have any questions, please feel free to contact our office.

LORANG BROTHERS CONSTRUCTION, INC.

Michael Lorang

GENERAL ENGINEERING CONTRACTOR
CSL# 207705
Residential & Commercial Site Development
Quality Aggregates & Ready Mixed Concrete
HBE Equipment Rentals Sales Service
Landscape & Masonry Products
U-Cart Concrete

A California Corporation

HANSEN BROS. ENTERPRISES

Established in 1953

Grass Valley: (530) 273-3381 – All Services
(530) 273-3100 - Rental Yard
(530) 272-5401 - Main Office Fax
Colfax: (530) 346-2432 – Ready Mix Concrete
(530) 346-8174 - Landscape/Masonry Yard
(530) 346-8798 - Main Office Fax
www.gohbe.com

February 11, 2015

PROPOSAL AND CONTRACT FOR: **City of Colfax Attn: Gabe Armstrong**
P.O. Box 702
Colfax, CA 95713

LOCATION: **44 Gearheart, Colfax**
PROJECT: **Demo Burned House and Foundation, Offhaul**

Hansen Bros. Enterprises proposes to furnish all materials and perform all labor necessary to complete the following per conversation with Gabe Armstrong on February 9, 2015. Requested or required modifications or changes in the scope of work, **including increases/decreases in contract quantities,** will be handled by field order or change order and must be approved by owner. These changes/modifications may affect the total price of this project. If required, a copy of the job permit must be on file with Hansen Bros. prior to start of work. Hansen Bros. is an open shop firm. **Private wages have been figured for this project.**

	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	Demo and Offhaul Burned House & Foundation	1,000.00 SF	11.30	11,300.00
			Total:	**$11,300.00**

Note: Carpenter to be onsite if any part is to be saved.

Permit Requirements: Various governmental agencies require permits if work is being performed on land. With some exceptions, these permits must be obtained by the owner. Some of the more commonly required permits are listed below. This list is provided for your information and is not meant to be all-inclusive; neither is Hansen Bros. responsible if the permit your particular job requires is not among those listed.

1. Construction Storm Water Control Permit: If a job disturbs 1 or more acres, the owner must obtain a CSWC permit from the California Regional Water Quality Control Board. Call 916/657-0520 for information.

2. Air Quality Permit: If a job disturbs 1 or more acres, an AQ Permit may be required. Call the Northern Sierra Air Quality Management District at 530/274-9360 for information.

3. Encroachment Permit: An encroachment permit is required from the controlling government agency for all work done within the city, county, state or federal (road) right-of-way, which generally includes the driveway approach and pipeline installations within the right-of-way.

4. Grading Permit/Tree Removal Permit: Counties and cities require a grading permit under several circumstances related to disturbance of, placing or moving dirt on a parcel, and constructing or altering a drainage course. In some cases, a permit may be required for moving or placing less than 50 cubic yards of dirt. A tree removal permit may be required if your project includes removing trees of a certain diameter.

Projects are placed on the schedule in the order signed contracts are received. Therefore, timely return of the executed contract is of the essence. Weather and ground conditions must be suitable for this work to be started and/or completed. This quote is good for 10 days.

EXCLUSIONS: Engineering, surveying, staking, fees, **permits,** bonds, licenses, **compaction testing**; damage to property corners and or underground utilities other than as located by owner or U.S.A.; relocating of utility poles or underground utilities; drilling, blasting, rock splitting or breaking, underslab, structural backfill, structural excavation, footings, concrete curbs, slabs, sidewalks, ADA upgrades, walls; **removal and/ or replacement of fencing,** landscaping, topsoil, irrigation systems, tree protection fencing, temporary or permanent erosion control, winter erosion control maintenance, import, primecoat, fog seal, slurry seal, striping, signs, paving, removal and cleanup of hazardous or toxic waste. **Unhooking any utlities, gas, water, electric or sewer.**

ESCALATION CLAUSE: Due to unstable cement, petroleum and steel prices, items requiring fuel, asphalt oil, plastic, concrete or steel may be increased or decreased by the difference between suppliers quoted price as of the date of this proposal and the invoice price at the time of delivery, plus 10%. (Items may include but not be limited to fuel, asphalt oil, PVC, HDPE and CMP pipe and culvert, rebar, catch basins, etc.)

Mailing Address: P.O. Box 1599, Grass Valley, CA 95945
Locations: 11727 La Barr Meadows Road, Grass Valley, CA 95949 ▪ 44 Central Street, Colfax, CA 95713

PROPOSAL AND CONTRACT FOR: **City of Colfax Attn: Gabe Armstrong**

LOCATION: **44 Gearheart, Colfax**
PROJECT: **Demo Burned House and Foundation,**
VALUE: **$11,300.00**

Alterations or deviation from the above specifications involving extra cost for material or labor and equipment will be performed upon signed change order for same and will become an extra charge over the original sum of the contract.

Verification of insurance coverage is enclosed.

Kirk Harris

Kirk Harris, Estimator
HANSEN BROS. ENTERPRISES

ALL AGREEMENTS MUST BE MADE IN WRITING!
MODIFICATIONS TO THIS PROPOSAL MUST BE SIGNED BY BOTH PARTIES TO BE VALID!

PAYMENTS to be made each month as the work progresses to the value of 100% of all work completed. The final payment of the contract and approved change orders is to be made upon completion of our work. 1-1/2% interest per month charge on past due balances and default charges will be assessed. Collection expense, including legal fees, shall be paid by contract signer.

All of the above work to be completed in a substantial and workmanlike manner for the sum of:

Eleven Thousand Three Thousand and no/100--Dollars ($11,300.00)

Changes/modifications may affect the price of this project

If accepted, please return the following forms to our office for work to be scheduled:
One signed copy of the Contract with required Preliminary Lien information.

ACCEPTANCE: You are authorized to furnish all materials and labor required to complete the work in the above Proposal, for which the undersigned agrees to pay the amount specified in said Proposal, and according to the terms thereof. I have read and agree to the provisions on the reverse side of this Proposal and Contract, Notice to Owner, and any attachments hereto. This quote is good for 10 days.

Owner signature: _____ Date: _____
Name: **City of Colfax Attn: Gabe Armstrong**
Address: **P.O. Box 702**
Colfax, CA 95713

(if any)
Builder signature: _____

Phone: **308-0718** fax:
Email: gabe.armstrong@colfax-ca.gov
Lender name: _____ Address: _____

Address: _____ Address: _____

Address: _____ Phone: _____fax: _____

Phone: _____ fax: _____ Contractor License: _____

Please read the reverse side for Notice to Owner.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint is filed within 3 years of the date of the alleged violation. Questions concerning a contractor may be referred to the:

Registrar, Contractors State License Board
P.O. Box 26000, Sacramento, CA 95826

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE FEBRUARY 25, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager

PREPARED By: Jim Fletter, Assistant City Engineer

SUBJECT: Construction Authorization
UPRR Pedestrian Crossing and Bike Path Improvement Project

	N/A	**X**	**FUNDED**		**UN-FUNDED**	**AMOUNT: $536,668**	**FROM FUND: RSTP Fed, RSTP Exch., PTMISEA, and Local TDA**

RECOMMENDED ACTION: 1) Approve construction plans and specifications for the UPRR Pedestrian and Bike Improvements Project No. 12-01.02 and authorize the City Engineer to solicit construction bids; and, 2) Approve the revised Project Budget Sheets for the Grass Valley Street Road Rehabilitation Project No. 12-01.01 and the UPRR Pedestrian Crossing and Bike Path Improvement Project.

ISSUE STATEMENT AND DISCUSSION:

On March 12, 2014, Staff updated Council on the status of the Union Pacific Railroad (UPRR) Pedestrian and Bike Improvements Project No. 12-01.02, and the Grass Valley Street Road Rehabilitation Project No. 12-01.01.

Grass Valley Street Road Rehabilitation Project No. 12-.1.01
The project was partially completed in August 2014 with the chip sealing of Grass Valley Street from Main Street to Rising Sun Road. The remainder of the project will resurface the roadway between Main Street and S. Auburn Street with asphalt concrete (ac), and has been combined with the UPRR Pedestrian and Bike Improvements. The attached Project Budget Sheet reflects the final costs associated with the completed first phase of the project.

UPRR Ped and Bike Improvements Project No. 12-01.02 (CML-5187(007)
The project includes the grind and placement of ac pavement on Grass Valley Street from the Main Street Intersection to S. Auburn Street, construction of pedestrian and bike improvements across the railroad tracks, accessibility improvements, and relocation of UPRR Signals. The project will result in a safer roadway for pedestrians, bicyclists and vehicles.

The design is complete and Caltrans has approved the Right of Way Certification, which allows the City to submit the Construction Request for Authorization. Once Caltrans authorizes construction to proceed, then the City can proceed with bid call.

The City Engineer has updated the cost estimate and funding, on the attached Project Budget Sheet (PBS). Please note that federal CMAQ funds have been exchanged for federal RSTP funds. The emission reduction calculation was too low to be eligible for CMAQ funds, so PCTPA was able to facilitate an exchange of Colfax's CMAQ funds with Placer County for their RSTP funds. The PBS also reflects the additional funding carried-over from the Road Rehabilitation project.

Staff is requesting that Council approve the construction plans and contract specifications, which are available for review in City Hall and posted online in the Agenda Packet. Pending Caltrans construction authorization, staff plans to advertise the project in March and open bids in April.

The work is planned to begin after school is out for the summer, to avoid the traffic conflicts. Construction hours that impacts the smooth flow of traffic during school pick up and drop off hours is limited, per the specifications, to 9AM and 2PM. The Contractor is allowed to work regular hours, 7AM to 6PM, between June 8th and August 11th; the Monday following the end of the school year and the Friday prior to the new school year. While the construction period is 75 calendar days, it is anticipated that the Contractor will complete most of the work within the 40 working days during summer break.

FINANCIAL AND/OR POLICY IMPLICATIONS:

Grass Valley Street Road Rehabilitation Project No. 12-.1.01
The attached Project Budget Sheet reflects the final costs associated with the project.

UPRR Ped and Bike Improvements Project No. 12-01.02 (CML-5187(007)
The Project has a base bid schedule and four additive alternative bid items. The base bid, with an Engineer's cost estimate of $212,000, involves the relocation of the railroad crossing guards and warning flashers by Union Pacific, construction of the pedestrian improvements, ADA ramps, and reconstruction and restriping of the roadway with traditional hot mix asphalt concrete. The four additive bid items, with an Engineer's cost estimate of $42,000, include the removal of abandoned tracks under the roadway, placement of brick colored stamped asphalt crosswalks around the Main/Grass Valley intersection, placement of brick colored stamped concrete in the spaced between the new curb/gutter and the new sidewalk, and upgrading of the hot mix asphalt in the base bid with rubberized hot mix asphalt concrete (RHMA). The RHMA is included as an additive bid item because, for an extra cost of about 20%, the material will perform better than regular asphalt. By using the additive alternatives, the City has flexibility in awarding the work within the budget available.

The project is funded with RSTP Rural Exchange, RSTP Carry-Over, TDA-Ped/Bike, Federal RSTP, and PTMISEA funds.

Staff is requesting that Council approve the updated Project Budget Sheets.

SUPPORTING DOCUMENTS:

1) Plans and Specifications: UPRR Ped Xing and Bike Path Improvement Project (in City Hall)
2) Project Budget Sheet (Final Costs): Grass Valley Street Road Rehabilitation Project No. 12-01.01
3) Project Budget Sheet: UPRR Ped Xing and Bike Path Improvement Project No. 12-01.02

CITY OF COLFAX
COLFAX, CALIFORNIA

GRASS VALLEY ST. ROAD AND PEDESTRIAN IMPROVEMENT PROJECT
PROJECT NO. 12-01.02

ABBREVIATIONS

AB	AGGREGATE BASE	JT	JOINT
AC	ASPHALT CONCRETE	L	LENGTH
ACI	AMERICAN CONCRETE INSTITUTE	LF	LINEAL FEET
ALT	ALTERNATE	LT	LEFT
APP, APPROX	APPROXIMATE	MAX	MAXIMUM
<,D	ANGLE	MBGR	METAL BEAM GUARDRAIL
BC	BEGIN CURVE	MIN	MINIMUM
BEW	BACK EDGE OF WALK	MISC	MISCELLANEOUS
BM	BENCHMARK	MT	MULE TAPE
BF	BOTTOM FACE	N	NORTH
C	CONDUIT	NO	NUMBER
CA	CRUSHED AGGREGATE	NTS	NOT TO SCALE
CDF	CONTROLLED DENSITY FILL	OC	ON CENTER
CFS	CUBIC FEET (FOOT) PER SECOND	OH	OVERHEAD UTILITY LINE
CG&S	CURB, GUTTER AND SIDEWALK	OD	OUTSIDE DIAMETER
CH	CHORD	OF	OUTSIDE FACE PERMANENT
CICB	CURB INLET CATCH BASIN	PERM	PERMANENT
CIP	CAST-IRON-PIPE	PCC	PORTLAND CEMENT CONCRETE
CIPP	CURED-IN-PLACE PIPE	PG&E	PACIFIC GAS AND ELECTRIC
CLSM	CONTROLLED LOW STRENGTH MATERIAL	PC	POINT OF CURVATURE
CONC	CONCRETE	PE	POLYETHYLENE
CONST	CONSTRUCTION	PG	PROFILE GRADE
CONT	CONTINUOUS	PI	POINT OF INTERSECTION
CJ	CONSTRUCTION JOINT	PL, P	PLATE
CL,℄	CENTERLINE	PL	PROPERTY LINE
CLR	CLEAR	PP	POWER POLE
CMP	CORRUGATED METAL PIPE	PSI	POUNDS PER SQUARE INCH
CP	CONCRETE PIPE	PVC	POLYVINYL CHLORIDE
CSP	CORRUGATED STEEL PIPE	R, RAD	RADIUS
db	BAR DIAMETER	RC	RELATIVE COMPACTION
△	DELTA	RCP	REINFORCED CONCRETE PIPE
DIA,Ø	DIAMETER	REINF	REINFORCING
DIP	DUCTILE IRON PIPE	R&R	REMOVE AND REPLACE
DWG	DRAWING	RT	RIGHT
DWS	DESIGN WATER SERVICE	ROW, R/W	RIGHT OF WAY
E	EAST, ELECTRICAL	S	SOUTH, SEWER
EA	EACH	SCH	SCHEDULE
EC	END CURVE	SD	STORM DRAIN
EF	EACH FACE	SECT	SECTION
EG	EXISTING GRADE	SF	SQUARE FEET
EP	EDGE OF PAVEMENT	SHT	SHEET
EW	EACH WAY	SPEC	SPECIFICATIONS
EL, ELEV	ELEVATION	SS	SANITARY SEWER
ESVCP	EXTRA STRENGTH VITRIFIED CLAY PIPE	SSCO	SANITARY SEWER CLEAN OUT
EX, EXIST	EXISTING	SSMH	SANITARY SEWER MAN HOLE
FB	FLAT BAR	ST	STREET
FG	FINISHED GRADE	STA	STATION
FL	FLOW LINE	STR	STRUCTURE
FOC	FACE OF CURB	SWK	SIDEWALK
FT, (')	FOOT OR FEET	SY	SQUARE YARD
FTG	FOOTING	T	TANGENT DISTANCE
GA	GAGE	TC	TOP OF CURB
GB	GRADE BREAK	TEMP	TEMPORARY
GALV	GALVANIZED	TOB	TOP OF BANK
GL	GROUND LINE	TOE	TOE OF SLOPE
GP	GRADING PLANE	TYP	TYPICAL
GV	GATE VALVE	TOW	TOP OF WALL
H	HEIGHT	TRANS	TRANSITION
HMAC	HOT MIX ASPHALT CONCRETE	UNO	UNLESS NOTED OTHERWISE
HOR	HORIZONTAL	VERT	VERTICAL
HP	HINGE POINT	W	WEST, WATER MAIN
ID	INSIDE DIAMETER	W/	WITH
IF	INSIDE FACE	WSE	WATER SURFACE ELEVATION
IN, (")	INCH	WS	WATER SERVICE
INV	INVERT	WV	WATER VALVE
JP	JOINT UTILITY POLE		

VICINITY MAP
NTS

LEGEND

DESCRIPTION	EXISTING	PROPOSED
EXISTING GROUND ELEVATION	+75.01	
STREET LIGHT		
TRAFFIC SIGNAL BOX	SL	SL
POWER POLE		
CENTERLINE		
MONUMENT		
CABLE TV PEDESTAL	C	C
CATCH BASIN		
CURB INLET		
DRAINAGE INLET	DI	DI
GRATE INLET		
HEAD WALL		
CURB, GUTTER AND SIDEWALK		
EDGE OF DITCH		
EDGE OF PAVEMENT		
RIGHT OF WAY		
SANITARY SEWER CLEAN OUT	SSCO	SSCO
WATER METER	W	W
AIR RELEASE VALVE (ARV)		
FIRE HYDRANT		
WATER MAIN WITH WATER VALVE	8"W	8"W
STORM DRAIN WITH MANHOLE	30"SD	30"SD
SANITARY SEWER WITH MANHOLE	8"SS	8"SS
JOINT TRENCH	JT	JT
TELEPHONE LINE	T	T
STREET LIGHTING CONDUIT & PULL BOX	SL	SL
GAS LINE	G	G

PUBLIC UTILITIES

SANITARY SEWER	CITY OF COLFAX	(530) 346-2313
WATER	PLACER COUNTY WATER AGENCY	(530) 823-4886
STORM DRAIN	CITY OF COLFAX	(530) 346-2313
FIRE PROTECTION	COLFAX VOLUNTEER FIRE DEPT	(530) 346-2313
ELECTRIC	PACIFIC GAS AND ELECTRIC CO.	(530) 889-3269
TELEPHONE	VERIZON	(209) 239-0336
CABLE	WAVE COMMUNICATION	(916) 652-9479
FUEL DISTRIBUTION	KINDER MORGAN	(707) 438-2109
FIBEROPTIC	QWEST/CENTURYLINK	(916) 992-9931

SHEET INDEX

1 TITLE SHEET
2 CONSTRUCTION NOTES
3 CONSTRUCTION PLAN AT RAILROAD XING
4 UPRR AT GRADE RAILROAD XING PROFILE VIEW
5 ROAD REHAB / MAIN ST. TO RR XING
6 ROAD REHAB / RR XING TO S. AUBURN ST.
7 SIGNING & STRIPING PLAN & DETAILS

FINAL DESIGN FOR AGENCY APPROVAL

DESIGNED BY JC
DRAWN BY JC/JEF
CHECKED BY JEF/AM

REV.	DATE	DESCRIPTION	BY	APP'D

REGISTERED PROFESSIONAL ENGINEER JAMES E. FLEETER No. 73487 Mechanical Engineer Expires 12/31/2015 STATE OF CALIFORNIA

DATE:

CITY OF COLFAX
APPROVED BY:

BY _____
NICHOLAS J. PONTICELLO, P.E.
CITY ENGINEER

DATE _____

PONTICELLO ENTERPRISES
CONSULTING ENGINEERS, INC.
1216 Fortna Avenue
Woodland, CA 95776
Phone: (530) 668-5883
Fax : (530) 668-5893

GRASS VALLEY ST. ROAD AND PEDESTRIAN IMPROVEMENT PROJECT
TITLE SHEET

CITY OF COLFAX — PLACER COUNTY, CA

ROAD NAME: GRASS VALLEY STREET
RAILROAD MILE POST: 141.91
RAILROAD SUBDIVISION: ROSEVILLE SUB
DOT#753151U

SCALE: NONE
FILE:
DATE: 1/14/2015
JOB NO. 12-01.02
SHEET 1 OF 7

\\PE-SRV\PE\CONTRACTS\109051 - COLFAX CITY ENGINEER\PROJECTS\CAPITAL\ROADS\UPRR PED XING - CMAQ\PLANS & SPECS\PLANS\ROAD REHAB AND RR PED XING DESIGN 1-22-15.DWG

GENERAL NOTES

1. ALL CONSTRUCTION MATERIALS AND METHODS SHALL CONFORM TO THE REQUIREMENTS OF THE COUNTY OF PLACER GENERAL SPECIFICATIONS DATED AUGUST 2005, UNLESS OTHERWISE SPECIFIED IN THESE PLANS AND THE SPECIFICATIONS. ALL REFERENCES TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS SHALL REFER TO THE 2010 EDITION AND REVISIONS. ATTENTION IS ALSO DIRECTED TO THE STANDARD DRAWINGS CONTAINED IN THE PLACER COUNTY LAND DEVELOPMENT MANUAL AND THE CALTRANS STANDARD PLANS 2010 EDITION AND REVISIONS, WHICH, WHEN APPLICABLE, ARE INCLUDED IN THESE DRAWINGS AND REFERENCED BY PLATE OR STANDARD PLAN NUMBER.

2. CITY, DEPARTMENT OR ENGINEER, AS USED ON THESE PLANS AND NOTES, REFERS TO THE CITY ENGINEER OR AN AUTHORIZED AGENT APPOINTED BY THE CITY MANAGER.

3. PUBLIC SAFETY AND TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH COUNTY AND CALTRANS REQUIREMENTS AND AS DIRECTED BY THE ENGINEER. SAFE VEHICULAR AND PEDESTRIAN ACCESS SHALL BE PROVIDED AT ALL TIMES DURING CONSTRUCTION.

4. THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF ALL UNDERGROUND FACILITIES WHERE SUCH FACILITIES MAY POSSIBLY CONFLICT WITH THE PLACEMENT OF THE IMPROVEMENTS SHOWN ON THESE PLANS. CALL "UNDERGROUND SERVICE ALERT"* AT 800-227-2600 TWO (2) DAYS MINIMUM TO FOURTEEN (14) DAYS MAXIMUM BEFORE CONSTRUCTION IS STARTED.
(*) CITY OF COLFAX IS NOT A MEMBER OF "UNDERGROUND SERVICE ALERT". CONTRACTOR SHALL CALL AGENCIES LISTED ON THE COVER SHEET OF THESE PLANS

5. NO CONSTRUCTION SHALL BE DONE BETWEEN OCTOBER 15 AND MAY 1 WITHOUT A CITY APPROVED SEDIMENT AND EROSION CONTROL PLAN TO PREVENT SOIL EROSION. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THESE PLANS, AND THE SPECIFICATIONS AND RECOMMENDATIONS CONTAINED IN THE "EROSION AND SEDIMENT CONTROL FOR DEVELOPING AREAS OF THE SIERRAS", OCTOBER, 1991.

6. INSTALLATION AND MAINTENANCE OF EROSION CONTROL MEASURES ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION OF SIGNIFICANT EROSION AND SILTATION ENTERING THE STORM DRAIN SYSTEM, NATURAL DRAINAGE COURSES AND/OR INTRUDING UPON ADJACENT ROADWAYS AND PROPERTIES. WINTERIZATION AND EROSION CONTROL SHOWN ON THESE PLANS IS INTENDED AS A GUIDE. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AS DETERMINED IN THE FIELD AND APPROVED BY THE ENGINEER. THIS RESPONSIBILITY SHALL APPLY THROUGHOUT THE COURSE OF CONSTRUCTION AND UNTIL ALL DISTURBED AREAS HAVE BECOME STABILIZED AND SHALL NOT BE LIMITED TO WET WEATHER PERIODS.

7. THE CONTRACTOR SHALL REMOVE ALL ROAD MARKINGS, PAVEMENT MARKERS, AND OTHER DELINEATION THAT ARE IN CONFLICT WITH THE DELINEATION SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL LAYOUT ALL PAVEMENT MARKINGS FOR APPROVAL BY THE ENGINEER. THE CONTRACTOR SHALL APPLY ALL PAVEMENT MARKINGS WITHIN CITY RIGHT-OF-WAY. ALL THERMOPLASTIC PAVEMENT MARKINGS AND ON-SITE PAINTED MARKINGS SHALL BE INSTALLED BY THE CONTRACTOR.

8. PERMANENT TRAFFIC SIGNS SHALL CONFORM TO CALIFORNIA DEPARTMENT OF TRANSPORTATION "TRAFFIC SIGN SPECIFICATIONS" FOR "STANDARD" SIZE, CHARACTER DIMENSIONS, AND LETTER STROKE WIDTH. ALL STOP SIGNS SHALL BE 30 INCH MINIMUM SIZE OF HIGH INTENSITY GRADE SHEETING.

9. BLANK.

10. CONTRACTOR MUST IMMEDIATELY REINSTALL ANY TRAFFIC SIGNS REMOVED IN THE COURSE OF CONSTRUCTION. ANY SIGNS LOST OR DAMAGED BY THE CONTRACTOR SHALL BE REPLACED OR REPAIRED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER.

11. TEMPORARY TRAFFIC STRIPING MUST BE PROVIDED BY THE CONTRACTOR IF EXISTING DELINEATION IS DESTROYED DURING TRENCHING OR OTHER WORK. PAINTED MARKINGS OR STRIPING TAPE MAY BE USED. THE TEMPORARY STRIPING MUST BE APPROVED FOR MATERIAL AND LAYOUT BY THE ENGINEER BEFORE TRENCHING OR OTHER WORK IS STARTED. ALL TEMPORARY PAINTED MARKINGS THAT ARE TO BE REMOVED SHALL BE SANDBLASTED BY THE CONTRACTOR AT THE EXPENSE OF THE CONTRACTOR.

12. PRIOR TO ANY ACTIVITY WITHIN THE CITY RIGHT-OF-WAY, THE CONTRACTOR SHALL INSTALL W20-1 SIGNS IN ACCORDANCE WITH CA MUTCD. THE SIGNS SHALL BE PROFESSIONALLY MADE, METAL, REFLECTORIZED, AND PLACED ON WOODEN POSTS FOR THE DURATION OF THE PROJECT. THE MINIMUM SIZE SHALL BE 36". THE SIGNS SHALL BE REPLACED OR REPAIRED IF STOLEN OR DAMAGED. THE PLACEMENT, TYPE, AND LOCATION OF ALL TRAFFIC CONTROL DEVICES SHALL BE REVIEWED AND APPROVED BY THE CITY INSPECTOR. THE INSPECTOR SHALL DIRECT THE INSTALLATION OR CHANGES TO SIGNS, STRIPING, CONES, BARRICADES, ETC. DURING THE COURSE OF CONSTRUCTION FOR TRAFFIC SAFETY.

13. ONLY THE APPROXIMATE LOCATION OF THE EXISTING SANITARY SEWERS, STORM DRAINS, & WATER FACILITIES HAVE BEEN SHOWN. IN LOCATIONS WHERE WORK WILL BE PERFORMED, THE CONTRACTOR SHALL VERIFY EXACT LOCATION BY POTHOLING IN THE FIELD AND IMMEDIATELY NOTIFY THE PROJECT ENGINEER IF SAID LOCATION IS SIGNIFICANTLY DIFFERENT FROM THAT SHOWN ON THIS PLAN.

14. IF ANY ARCHEOLOGICAL ARTIFACTS, EXOTIC ROCK (NON-NATIVE), OR UNUSUAL AMOUNTS OF SHELL OR BONE ARE UNCOVERED DURING ANY ON-SITE CONSTRUCTION ACTIVITIES, ALL WORK MUST STOP IMMEDIATELY IN THE AREA AND A SOPA-CERTIFIED (SOCIETY OF PROFESSIONAL ARCHAEOLOGISTS) ARCHAEOLOGIST RETAINED TO EVALUATE THE DEPOSIT.

    THE CITY PLANNING DEPT. AND THE COUNTY DEPT. OF MUSEUMS MUST ALSO BE CONTACTED FOR REVIEW OF THE ARCHAEOLOGICAL FIND(S). IF THE DISCOVERY CONSISTS OF HUMAN REMAINS, THE PLACER COUNTY CORONER AND NATIVE AMERICAN HERITAGE COMMISSION MUST ALSO BE CONTACTED. WORK IN THE AREA MAY ONLY PROCEED AFTER AUTHORIZATION IS GRANTED BY THE CITY PLANNING DEPARTMENT. FOLLOWING A REVIEW OF THE NEW FIND AND CONSULTATION WITH APPROPRIATE EXPERTS, IF NECESSARY, THE AUTHORITY TO PROCEED MAY BE ACCOMPANIED BY THE ADDITION OF DEVELOPMENT REQUIREMENTS WHICH PROVIDE PROTECTION OF THE SITE AND/OR ADDITIONAL MITIGATION MEASURES NECESSARY TO ADDRESS THE UNIQUE OR SENSITIVE NATURE OF THE SITE.

15. THE CONTRACTOR SHALL INSURE THAT ALL CONSTRUCTION VEHICLES OR EQUIPMENT, FIXED OR MOBILE, OPERATED WITHIN CLOSE PROXIMITY OF A RESIDENTIAL DWELLING SHALL BE EQUIPPED WITH PROPERLY OPERATING AND MAINTAINED MUFFLERS AT ALL TIMES DURING PROJECT CONSTRUCTION. IT IS THE OWNERS' RESPONSIBILITY TO OBTAIN THE SERVICES OF A QUALIFIED ACOUSTICAL PROFESSIONAL TO VERIFY PROPER EQUIPMENT MUFFLERS, IF CONCERNS RELATING TO THE ISSUE ARISE. CONSTRUCTION NOISE EMANATING FROM ANY CONSTRUCTION ACTIVITIES FOR WHICH A BUILDING PERMIT OR GRADING PERMIT IS REQUIRED IS PROHIBITED ON WEEKENDS AND FEDERAL HOLIDAYS, AND SHALL ONLY OCCUR MONDAY THROUGH FRIDAY, 7:00 AM TO 6:00 PM

17. IF AT ANY TIME DURING THE COURSE OF CONSTRUCTING THE PROPOSED PROJECT EVIDENCE OF SOIL AND/OR GROUNDWATER CONTAMINATION WITH HAZARDOUS MATERIAL IS ENCOUNTERED, THE APPLICANT SHALL IMMEDIATELY STOP THE PROJECT AND CONTACT ENVIRONMENTAL HEALTH SERVICES HAZARDOUS MATERIALS SECTION. THE PROJECT SHALL REMAIN SUSPENDED UNTIL THERE IS RESOLUTION OF THE CONTAMINATION PROBLEM TO THE SATISFACTION OF ENVIRONMENTAL HEALTH SERVICES AND TO THE REGIONAL WATER QUALITY CONTROL BOARD.

18. NO OPEN BURNING OF WOOD/VEGETATIVE WASTE MATERIALS FROM EITHER THE CONSTRUCTION OR OPERATION OF THE PROJECT SHALL OCCUR. ALTERNATIVES TO OPEN BURNING INCLUDE, BUT ARE NOT LIMITED TO, CHIPPING, MULCHING, COMPOSTING AND CONVERSION TO BIOMASS FUEL. THE BURNING OF CONSTRUCTION/DEMOLITION DEBRIS IS PROHIBITED.

19. BLANK.

SURVEY NOTES:

1. ALL FIELD STAKING SHALL BE DONE BY A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR. THE OWNER SHALL PROVIDE ONE SET OF CONSTRUCTION CONTROL STAKES; ANY ADDITIONAL STAKING NECESSARY SHALL BE PROVIDED BY THE ENGINEER/SURVEYOR AT THE EXPENSE OF THE CONTRACTOR. ALL STAKING SHALL BE DONE PER SECTION 5-1.07 PLACER COUNTY GENERAL SPECIFICATIONS.

2. CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND OTHER SURVEY MARKERS. MONUMENTS AND SURVEY MARKERS DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

3. THE CONTRACTOR SHALL REQUEST IN WRITING CONSTRUCTION STAKING FOR ANY PARTICULAR PHASE OF WORK NO LESS THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

4. PRIOR TO ANY CORRECTIVE ACTION BY THE CONTRACTOR WHICH MAY BE NECESSARY DUE TO ALLEGED STAKING ERRORS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER FOR VERIFICATION AND RE-STAKING IF NECESSARY.

5. THE CITY AND ITS AGENTS ASSUMES NO RESPONSIBILITY FOR ANY WORK CONSTRUCTION IF STAKED BY OTHERS.

ENGINEER'S NOTES:

1. THE CONTRACTOR SHALL NOT BEGIN WORK SHOWN ON THESE PLANS UNTIL ALL APPLICABLE PERMITS HAVE BEEN OBTAINED.

2. THE CONTRACTOR SHALL MAKE SITE INSPECTIONS PRIOR TO BIDDING TO DETERMINE ALL ITEMS NOT SHOWN AS BID ITEMS WHICH ARE NECESSARY TO PERFORM A COMPLETE AND ACCEPTABLE JOB. ALL SUCH ITEMS SHALL BE INCLUDED IN THE BID.

3. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

4. THE LOCATIONS OF ALL UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL UNDERGROUND FACILITIES; HOWEVER, CITY ASSUMES NO LIABILITY FOR THE ACCURACY OR COMPLETENESS OF THE EXISTING FACILITIES SHOWN HEREON OR FOR THE EXISTENCE OF OTHER UNDERGROUND UTILITIES OR OBJECTS WHICH MAY BE DISCOVERED BUT ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES AND IMMEDIATELY NOTIFY THE ENGINEER IF ANY SUCH FACILITIES INTERFERE WITH THE CONSTRUCTION OF IMPROVEMENTS.

5. THE CONTRACTOR SHALL PROVIDE ONE COMPLETE ACCURATE SET OF RECORD CHANGES. THE CHANGES SHALL BE PLACED ON A CLEAN SET OF BOND DRAWINGS IN RED, AND GIVEN TO THE ENGINEER AT JOB COMPLETION.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING ALL CONFLICTS, ERRORS, OMISSIONS, ETC. TO THE CONSULTING ENGINEER IMMEDIATELY UPON DISCOVERY. IF SO DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL STOP WORK UNTIL MITIGATION CAN BE MADE. ANY COSTS INCURRED RESULTING FROM THE CONTRACTOR'S FAILURE TO STOP WORK AS DIRECTED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

7. THE CONTRACTOR SHALL AT ALL TIMES COORDINATE HIS WORK WITH THAT OF OTHERS ON THE SITE. THE CONTRACTOR SHALL HAVE A RESPONSIBLE PARTY, WHO SHALL HAVE THE AUTHORITY TO REPRESENT AND ACT FOR THE CONTRACTOR, ON THE JOB SITE DURING ALL CONSTRUCTION ACTIVITIES.

8. THESE DRAWINGS ARE FOR THIS SPECIFIC PROJECT AND NO OTHER USE IS AUTHORIZED.

9. THE CONTRACTOR SHALL TAKE CARE TO PROTECT THE EXISTING SITE AND ADJACENT IMPROVEMENTS FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE CONSTRUCTION AND SHALL REPAIR OR MAKE REPLACEMENT TO CURRENT CITY STANDARDS AND AT THEIR OWN EXPENSE. THE CONTRACTOR SHALL PERFORM THESE REPAIRS AND REMOVE ALL TRASH AND CONSTRUCTION DEBRIS AS DIRECTED BY THE CITY OF COLFAX.

10. THE CITY OR ENGINEER MAY REQUIRE THE CONTRACTOR TO UNCOVER ANY IMPROVEMENTS THAT HAVE BEEN COMPLETED WITHOUT PROPER CITY INSPECTION AND/OR APPROVAL. IF THE INSTALLATION IS FOUND NOT TO MEET APPLICABLE STANDARDS OR PREVIOUSLY APPROVED ALTERNATIVES SHOWN ON THE PLANS, THE CONTRACTOR MAY BE REQUIRED TO REMOVE AND REPLACE SUCH IMPROVEMENTS AT HIS EXPENSE.

11. INSPECTION OF THE WORK SHALL NOT RELIEVE THE CONTRACTOR OF THE OBLIGATION TO FULFILL ALL CONDITIONS OF THE CONTRACT.

12. SOME OF THE DETAILS DIRECT THE CONTRACTORS ATTENTION TO SPECIFIC STANDARD DRAWINGS, THE CONTRACTOR IS CAUTIONED THAT THE REFERRED STANDARDS DO NOT REPRESENT ALL APPLICABLE STANDARDS.

13. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF: (IN THE EVENT OF A CONFLICT, THE MORE STRINGENT AND CONSERVATIVE SHALL APPLY.)
    A. THE PLACER COUNTY GENERAL SPECIFICATIONS, IMPROVEMENT STANDARDS, AND STANDARD DRAWINGS
    B. THESE PLANS AND SPECIFICATIONS
    C. APPLICABLE ASTM STANDARDS
    D. CALTRANS STANDARD SPECIFICATIONS

14. THE CONTRACTOR SHALL COORDINATE WITH CALTRANS TO DETERMINE IF CALTRANS PROJECTS ARE PLANNED FOR OR ARE IN CURRENT CONSTRUCTION AND IF MODIFICATION TO TRAFFIC ROUTING IS NEEDED.

15. CONTRACTOR SHALL ENTER INTO RIGHT-OF-ENTRY AGREEMENT WITH UNION PACIFIC RAILROAD AND PROVIDE INSURANCE AS REQUIRED IN BID SPECIFICATIONS SECTION 5-1.14.

NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (N.P.D.E.S.)

1. THE CONTRACTOR IS ADVISED THAT THE STATE OF CALIFORNIA HAS ADOPTED NATIONAL POLLUTION DISCHARGE ELIMINATION REQUIREMENTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE CLEAN WATER ACT. THIS PROJECT IS SUBJECT TO ALL OF THE REQUIREMENTS CONTAINED IN THOSE ACTS. THE CONTRACTOR SHALL ABIDE BY ALL OF THE LAWS, ORDINANCES, AND REGULATIONS ASSOCIATED WITH N.P.D.E.S. AND THE CLEAN WATER ACT.

EROSION CONTROL AND WINTERIZATION NOTES

1. THE CONTRACTOR MUST COMPLY WITH ALL FEDERAL, STATE AND LOCAL GOVERNMENT LAWS AND REGULATIONS RELATING TO THE DISCHARGE OF STORM WATER RUNOFF ASSOCIATED WITH CONSTRUCTION ACTIVITIES WHETHER OR NOT THE REQUIRED FACILITIES OR METHODS ARE STATED ON THESE PLANS.

2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PREVENT DISCHARGE OF SEDIMENT FROM THE SITE TO ANY WATERCOURSE, DRAINAGE SYSTEM, OR ONTO ADJACENT PROPERTIES AND TO PREVENT DAMAGE BY EROSION OR DEPOSITION OF SEDIMENT WHICH MAY RESULT FROM THE WORK.

3. THE USE OF FIBER ROLLS SHALL BE AS REQUIRED TO PREVENT SEDIMENT TRANSPORT.

4. PRIOR TO STORMS, PROTECT ANY EXPOSED SOIL BY BROADCASTING WITH CLEAN, SMALL GRAIN STRAW (WHEAT, RICE, BARLEY, OAT) AT A RATE THAT WILL PROVIDE COMPLETE COVERAGE ON VISUAL INSPECTION (TO THE SATISFACTION OF THE ENGINEER).

5. ALL LOOSE SOIL AND DEBRIS SHALL BE REMOVED FROM THE STREET AREAS UPON STARTING OPERATIONS AND PERIODICALLY THERE AFTER AS DIRECTED BY THE CITY ENGINEER AND AT THE COMPLETION OF EACH DAY.

6. THE CONTRACTOR SHALL CONDUCT INSPECTIONS OF THE SITE PRIOR TO ANTICIPATED STORM EVENTS, (OCTOBER 15 TO APRIL 15) AND AFTER ACTUAL EVENTS TO IDENTIFY AREAS CONTRIBUTING TO DISCHARGE OF STORM WATER ASSOCIATED WITH CONSTRUCTION ACTIVITY AND TO EVALUATE WHETHER EXISTING CONTROL PRACTICES TO REDUCE POLLUTANT LOADINGS ARE ADEQUATE.

7. ALL EROSION AND SEDIMENT CONTROL FEATURES SHALL BE MONITORED BY THE CONTRACTOR AND DURING STORMS TO INSURE CONTROL FEATURES ARE WORKING PROPERLY. ALTERNATE MEASURES MUST BE INSTALLED IF ORIGINAL MEASURES FAIL.

8. THE EROSION CONTROL CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTION AND MODIFICATION OF THE EROSION CONTROL DEVICES, AS NECESSARY, DURING THE RAINY SEASON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTINUAL MAINTENANCE OF EROSION CONTROL DEVICES. IN THE EVENT OF FAILURE OR REFUSAL TO PROPERLY MAINTAIN SAID DEVICES, THE CITY ENGINEER MAY CAUSE EMERGENCY MAINTENANCE WORK TO BE DONE TO PROTECT ADJACENT PRIVATE AND PUBLIC PROPERTY, THE COST (INCLUDING AN INITIAL MOBILIZATION AMOUNT) SHALL BE CHARGED TO THE CONTRACTOR.

9. GRAVEL BAGS AND NECESSARY MATERIALS IN ACCORDANCE WITH THE APPROVED PLANS SHALL BE AVAILABLE ON-SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES OR TO REPAIR ANY DAMAGED EROSION CONTROL MEASURES WHEN RAIN IS IMMINENT. A STANDBY CREW SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON.

10. TEMPORARY EROSION CONTROL DEVICES SHOWN ON THE EROSION CONTROL PLAN WHICH INTERFERE WITH THE WORK SHALL BE RELOCATED OR MODIFIED AS THE WORK PROGRESSES, AS RECOMMENDED BY THE ENGINEER OF WORK, AS DIRECTED BY THE CITY ENGINEER.

11. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED BEFORE AND AFTER ALL STORMS TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.

12. THE CONTRACTOR SHALL MAINTAIN A LOG AT THE SITE OF ALL INSPECTIONS OR MAINTENANCE OF BMP'S, AS WELL AS, ANY CORRECTIVE CHANGES TO THE BMP'S OR EROSION AND SEDIMENT CONTROL PLAN.

13. ALL EROSION CONTROL PLANS MUST PROVIDE A 24-HOUR TELEPHONE NUMBER AND THE NAME(S) OF THE PROPER PERSON(S) RESPONSIBLE FOR EMERGENCY WORK. A TELEPHONE ANSWERING MACHINE OR ANSWERING SERVICE IS UNACCEPTABLE. NAME(S) AND NUMBER(S) SHALL BE PROVIDED TO:
    CONTACT: GABE ARMSTRONG
    PHONE: (530) 346-2313

14. THE CONTRACTOR SHALL FOLLOW THE SPECIFICATIONS AND GUIDELINES OF THE "EROSION AND SEDIMENT CONTROL GUIDELINES FOR DEVELOPING AREAS OF THE SIERRA FOOTHILLS AND MOUNTAINS" PREPARED BY THE HIGH SIERRA RC&D COUNCIL. THIS PUBLICATION INCLUDES:
    A. THE METHODS AND CONSTRUCTION PRACTICES FOR SEED BED PREPARATION AND BROADCAST
    B. SEED AND FERTILIZER RATES
    C. DELIVERIES AND MIXTURES

15. THIS PLAN MAY NOT COVER ALL THE SITUATIONS THAT ARISE DURING CONSTRUCTION DUE TO UNANTICIPATED FIELD CONDITIONS. VARIATIONS MAY BE MADE TO THE PLAN IN THE FIELD, OR AT THE DIRECTION OF A REPRESENTATIVE OF THE CITY, COUNTY, STATE OR ENGINEER.

FINAL DESIGN FOR AGENCY APPROVAL

\\PE-SRV\PE\CONTRACTS\109051 - COLFAX CITY ENGINEER\PROJECTS\CAPITAL\ROADS\UPRR PED XING - CMAQ\PLANS & SPECS\PLANS\ROAD REHAB AND RR PED XING DESIGN 1-22-15.DWG

DESIGNED BY AU
DRAWN BY AU/JC
CHECKED BY AM/JC

REV.	DATE	DESCRIPTION	BY	APP'D.

REGISTERED PROFESSIONAL ENGINEER JAMES C. FLETCHER No. 73487 License Expires 12/31/2015 STATE OF CALIFORNIA

DATE:

CITY OF COLFAX
APPROVED BY:
BY _____
NICHOLAS J. PONTICELLO, P.E.
CITY ENGINEER
DATE _____

PONTICELLO ENTERPRISES
CONSULTING ENGINEERS, INC.
1216 Fortna Avenue
Woodland, CA 95776
Phone: (530) 668-5883
Fax : (530) 668-5893

GRASS VALLEY ST. ROAD AND PEDESTRIAN IMPROVEMENT PROJECT
CONSTRUCTION NOTES

CITY OF COLFAX — PLACER COUNTY, CA

ROAD NAME: GRASS VALLEY STREET
RAILROAD MILE POST: 141.91
RAILROAD SUBDIVISION: ROSEVILLE SUB
DOT#753151U

SCALE: NONE
SHEET 2 OF 7
FILE:
DATE: 1/14/2015
JOB NO. 12-01.02

CONSTRUCTION NOTES:

1. REMOVE & REPLACE SIDEWALK WITH ACCESS RAMP. RAMP TO BE FLUSH WITH RAILROAD PAVEMENT.
2. REMOVE CURB
3. REMOVE & REPLACE, CURB GUTTER AND SIDEWALK WITH SIDEWALK
4. CONSTRUCT CURB & GUTTER
5. CONSTRUCT STAMPED COLORED CONCRETE
6. CONSTRUCT CURB GUTTER & SIDEWALK PER DETAIL A SHEET 7.
7. CONSTRUCT ACCESS RAMP. RAMP TO BE FLUSH WITH RAILROAD PAVEMENT.
8. INSTALL DETECTABLE PATTERN PANEL (5'X3'), STANDARD YELLOW
9. CONSTRUCT COMMERCIAL DRIVEWAY. 8" AB, 8" CONCRETE WITH #4 REBAR @ 12" OC EACH WAY.
10. CONSTRUCT TYPE T-B GUARD RAIL AS PROVIDED IN CONTRACT DOCUMENTS APPENDIX B OR APPROVED EQUAL. COORDINATE CLEARANCE TO FLASHING SIGNAL WITH UPRR.
11. NEW STD 9 FLASHING SIGNAL & CROSSING ARM. WORK BY UPRR.
12. NEW STD 8 FLASHING SIGNAL ASSEMBLY. WORK BY UPRR.
13. EXISTING FLASHING SIGNALS & CROSSING ARM TO BE REMOVED. WORK BY UPRR.
14. CONSTRUCT 6" HIGH MEDIAN CURB PER DETAIL B SHEET 7. END MEDIAN 60' FROM CROSSING ARM.
15. RECONSTRUCT DRIVEWAY PER DETAIL C SHEET 7.
16. TRANSITION BETWEEN NEW DRIVEWAY ELEVATION AND EXISTING PARKING LOT. REPLACE HMAC.
17. TRANSITION CURB & STAMPED CONCRETE TO MATCH ELEVATION OF RAILROAD CROSSING ASPHALT.
18. CONSTRUCT CALTRANS TYPE G0 DRAIN INLET
19. CONSTRUCT 18" RCP CLASS V, S=0.0000.
20. CONNECT 18" RCP TO EXISTING DRAIN INLET.

CONSTRUCTION NOTES (ADD ALTS):

1. CONSTRUCT STAMPED COLORED CONCRETE
2. DEMOLISH AND DISPOSE OF ABANDONED RAILROAD TRACKS, TIES AND FILL. PROTECT EXISTING FIBER OPTIC LINE UNDER TRACKS AND TIES. BACKFILL WITH CLASS II AB, COMPACTED TO 95% RC.

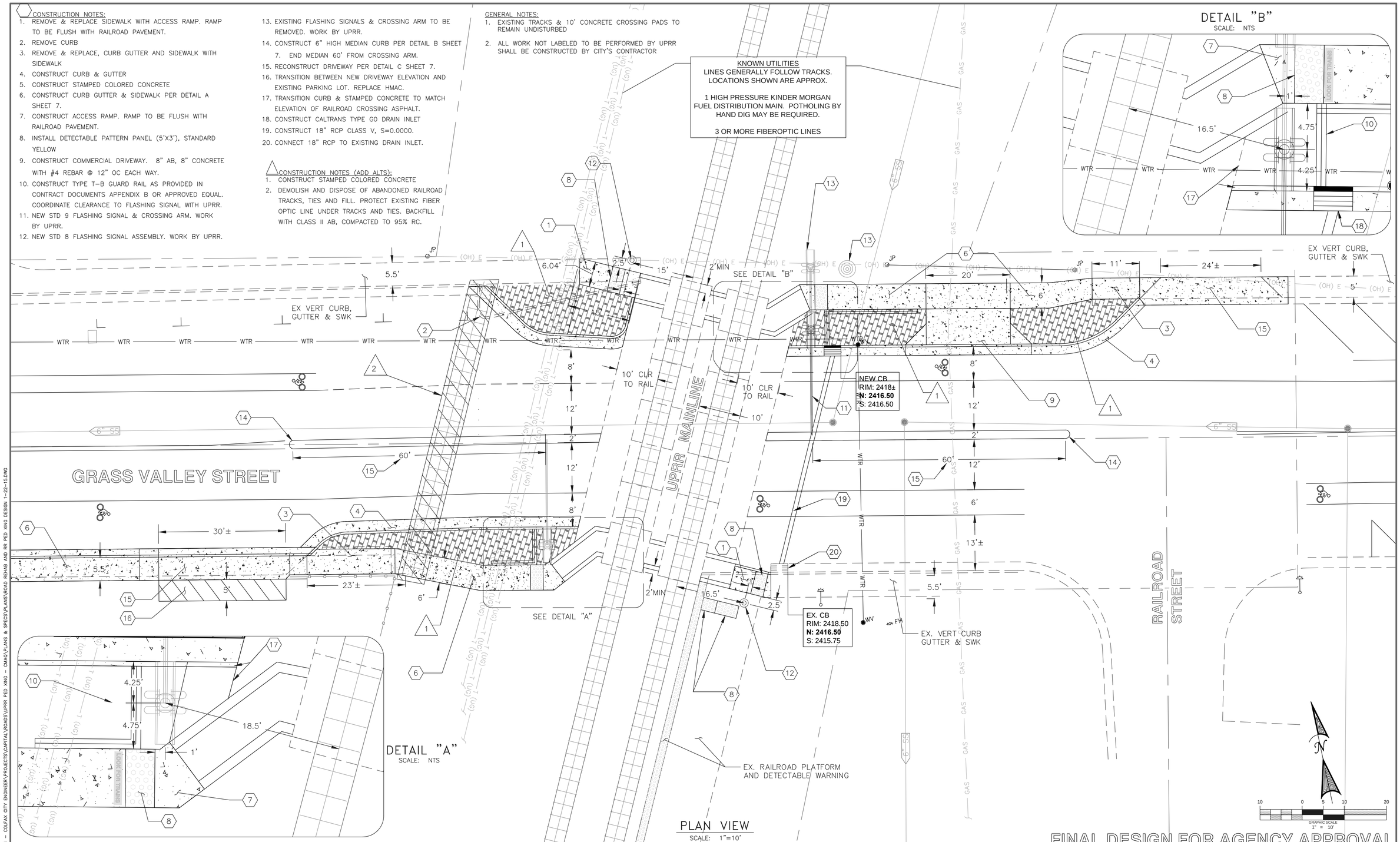
GENERAL NOTES:

1. EXISTING TRACKS & 10' CONCRETE CROSSING PADS TO REMAIN UNDISTURBED
2. ALL WORK NOT LABELED TO BE PERFORMED BY UPRR SHALL BE CONSTRUCTED BY CITY'S CONTRACTOR

KNOWN UTILITIES
LINES GENERALLY FOLLOW TRACKS.
LOCATIONS SHOWN ARE APPROX.

1 HIGH PRESSURE KINDER MORGAN FUEL DISTRIBUTION MAIN. POTHOLING BY HAND DIG MAY BE REQUIRED.

3 OR MORE FIBEROPTIC LINES



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REGISTERED PROFESSIONAL ENGINEER JAMES E. FLETCHER No. 73487 License Expires 12/31/2014 STATE OF CALIFORNIA

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CONSULTING ENGINEERS, INC.
1216 Fortna Avenue
Woodland, CA 95776
Phone: (530) 668-5883
Fax : (530) 668-5893

GRASS VALLEY ST. ROAD AND PEDESTRIAN IMPROVEMENT PROJECT

CONSTRUCTION PLAN AT RAILROAD XING

CITY OF COLFAX — PLACER COUNTY, CA

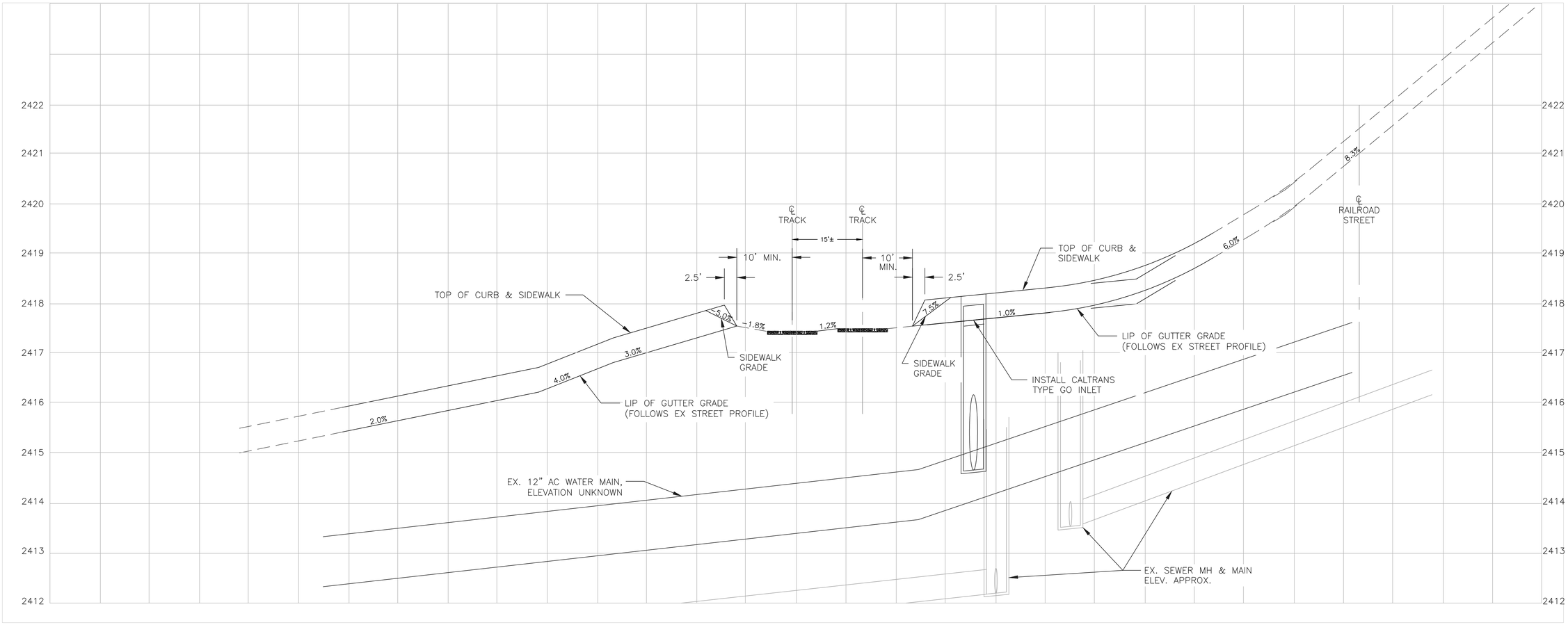
ROAD NAME: GRASS VALLEY STREET
RAILROAD MILE POST: 141.91
RAILROAD SUBDIVISION: ROSEVILLE SUB
DOT#753151U

SCALE: HORIZ: 1"=10'

FILE:
DATE: 1/14/2015
JOB NO. 12-01.02

SHEET 3 OF 7

\\PE-SRV\PE\CONTRACTS\109051 - COLFAX CITY ENGINEER\PROJECTS\CAPITAL\ROADS\UPRR PED XING - CMAQ\PLANS & SPECS\PLANS\ROAD REHAB AND RR PED XING DESIGN 1-22-15.DWG



PROFILE VIEW

SCALE: HORIZ. – 1"=10'
VERT. – 1"=1'

FINAL DESIGN FOR AGENCY APPROVAL

DESIGNED BY AU	REV.	DATE	DESCRIPTION	BY	APP'D.
DRAWN BY AU/JC					
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GRASS VALLEY ST. ROAD AND PEDESTRIAN IMPROVEMENT PROJECT
UPRR AT GRADE RAILROAD XING PROFILE VIEW

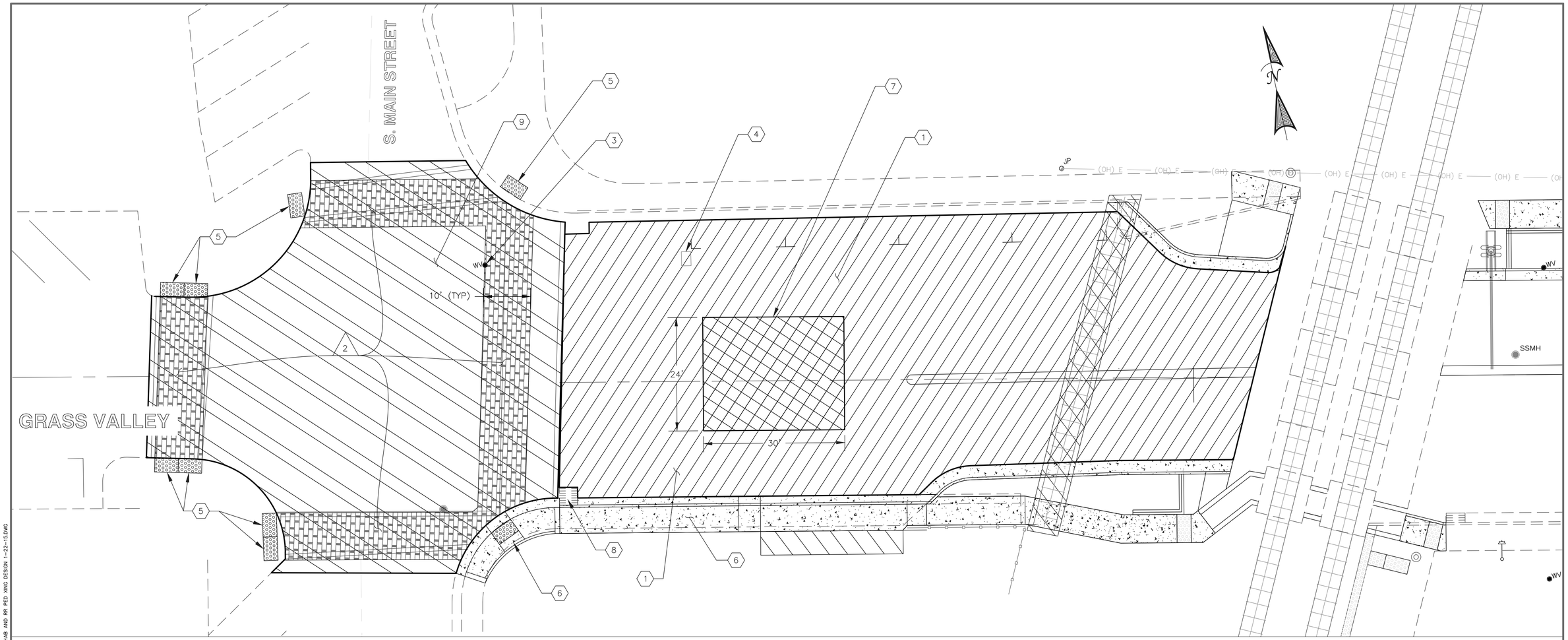
CITY OF COLFAX — PLACER COUNTY, CA

ROAD NAME: GRASS VALLEY STREET
RAILROAD MILE POST: 141.91
RAILROAD SUBDIVISION: ROSEVILLE SUB
DOT#753151U

SCALE: HORIZ: 1"=10' VERT: 1"=1'
FILE:
DATE: 1/14/2015
JOB NO. 12-01.02

SHEET 4 OF 7

\\PE-SRV\PE\CONTRACTS\109051 – COLFAX CITY ENGINEER\PROJECTS\CAPITAL\ROADS\UPRR PED XING – OMAQ\PLANS & SPECS\PLANS\ROAD REHAB AND RR PED XING DESIGN 1-22-15.DWG



CONSTRUCTION NOTES:

1. GRIND EXISTING PAVEMENT AND PAVE 1/2" TYPE A PG 64-16 HMAC (0.25' DEPTH)
2. ADJUST EXISTING SSMH TO GRADE AND INSTALL NEW CONCRETE COLLAR PER SHEET X, DETAIL X
3. ADJUST EXISTING WATER VALVE TO GRADE AND INSTALL NEW CONCRETE COLLAR PER PLACER COUNTY WATER AGENCY DRAWING NO. S106.
4. PAVE ¼" ABOVE EXISTING BLOW OFF VALVE ASSEMBLY BOX, ADJUST AS NECESSARY.
5. INSTALL GLUE DOWN TRUNCATED DOME PANEL (5'X3'), COLONIAL RED.
6. CONSTRUCT CURB RAMP TYPE C. TRUNCATED DOME TO BE COLONIAL RED
7. REPAIR 12" OF AB.
8. FORM CURB AND GUTTER TO EXISTING DI.
9. GRIND TO CONCRETE SUBGRADE AND PAVE ½"

TYPE A PG 64-16 HMAC TO ORIGINAL ELEVATION.

CONSTRUCTION NOTES (ADD ALT):

1. STAMPED COLORED ASPHALT. "OFFSET BRICK" PATTERN COLORED "BRICK RED".

10 0 5 10 20
GRAPHIC SCALE
1" = 10'

FINAL DESIGN FOR AGENCY APPROVAL

DESIGNED BY AU					
DRAWN BY AU/JC					
CHECKED BY AM/JC	REV.	DATE	DESCRIPTION	BY	APP'D.

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GRASS VALLEY ST. ROAD AND PEDESTRIAN IMPROVEMENT PROJECT
ROAD REHAB / MAIN ST. TO RR XING

CITY OF COLFAX — PLACER COUNTY, CA

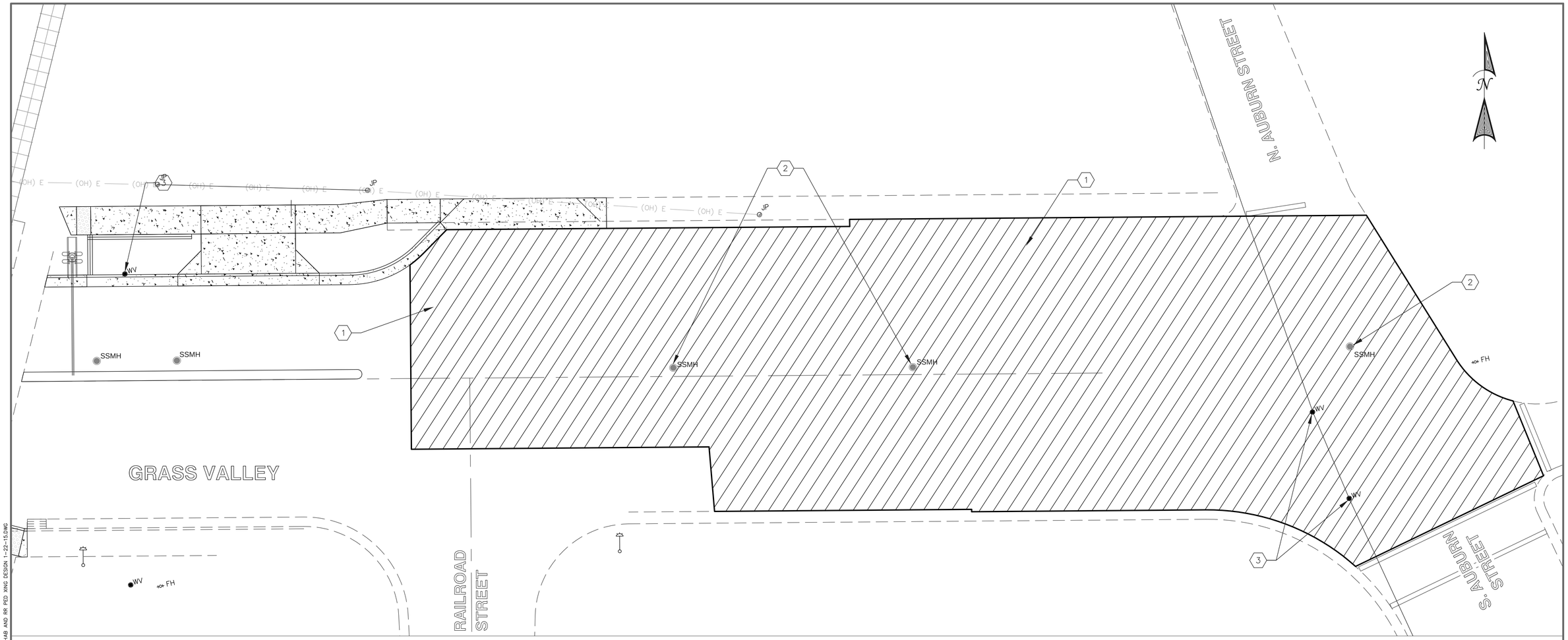
ROAD NAME: GRASS VALLEY STREET
RAILROAD MILE POST: 141.91
RAILROAD SUBDIVISION: ROSEVILLE SUB
DOT#753151U

SCALE: HORIZ: 1"=10'

FILE:
DATE: 1/14/2015
JOB NO. 12-01.02

SHEET 5 OF 7

\\PE-SRV\PE\CONTRACTS\109051 - COLFAX CITY ENGINEER\PROJECTS\CAPITAL\ROADS\UPRR PED XING - CMAQ\PLANS & SPECS\PLANS\ROAD REHAB AND RR PED XING DESIGN 1-22-15.DWG



CONSTRUCTION NOTES:

1. GRIND EXISTING PAVEMENT AND PAVE 1/2" TYPE A PG 64-16 HMAC (0.25' DEPTH)
2. PAVE $\frac{1}{4}$" ABOVE EXISTING MANHOLE COVER, ADJUST AS NECESSARY.
3. PAVE $\frac{1}{2}$" ABOVE EXISTING WATER VALVE, ADJUST AS NECESSARY..

GENERAL NOTES:

1. PROOF ROLL PRIOR TO PAVING. ALLOW TIME FOR POTENTIAL BASE REPAIR

10 0 5 10 20
GRAPHIC SCALE
1" = 10'

FINAL DESIGN FOR AGENCY APPROVAL

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DRAWN BY AU/JC
CHECKED BY AM/JC

REV.	DATE	DESCRIPTION	BY	APP'D.

DATE:

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1216 Fortna Avenue
Woodland, CA 95776
Phone: (530) 668-5883
Fax : (530) 668-5893

GRASS VALLEY ST. ROAD AND PEDESTRIAN IMPROVEMENT PROJECT
ROAD REHAB / RR XING TO S. AUBURN ST.

CITY OF COLFAX — PLACER COUNTY, CA

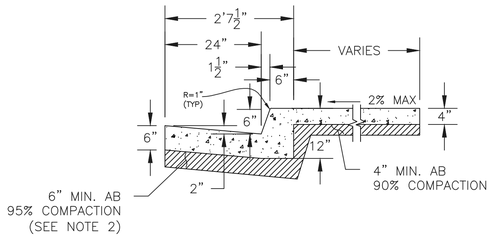
ROAD NAME: GRASS VALLEY STREET
RAILROAD MILE POST: 141.91
RAILROAD SUBDIVISION: ROSEVILLE SUB
DOT#753151U

SCALE: HORIZ: 1"=10'

FILE:
DATE: 1/14/2015
JOB NO. 12-01.02

SHEET 6 OF 7

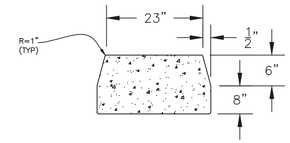
\\PE-SRV\PE\CONTRACTS\109051 - COLFAX CITY ENGINEER\PROJECTS\CAPITAL\ROADS\UPRR PED XING - CMAQ\PLANS & SPECS\PLANS\ROAD REHAB AND RR PED XING DESIGN 1-22-15.DWG



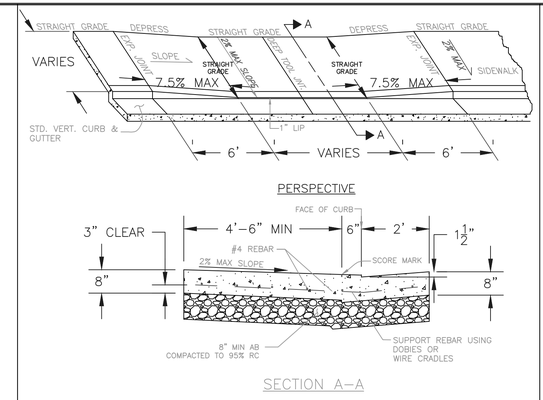
NOTES:

1. LOCATE 1/2" TRANSVERSE EXPANSION JOINTS OF ASPHALT IMPREGNATED CELOTEX IN SIDEWALK, CURB AND GUTTER AT 20' INTERVALS. ALL CONCRETE SHALL BE CLASS 3, 1" MAX PER CALTRANS STANDARD SPECIFICATION SECTION 90.
2. CONTINUE TOTAL REQUIRED ROAD SECTION DEPTH OF AB OR ASB TO BACK OF CURB
3. DEEP TOOL JOINTS SHALL BE 1" DEEP OR ¼ OF SECTION DEPTH, WHICHEVER IS GREATER.
4. SCORE LINES SHALL BE ¼" DEEP AND FORM A SQUARE PATTERN, PERPENDICULAR TO EDGES.
5. ALL EDGES SHALL HAVE ½" RADIUS.

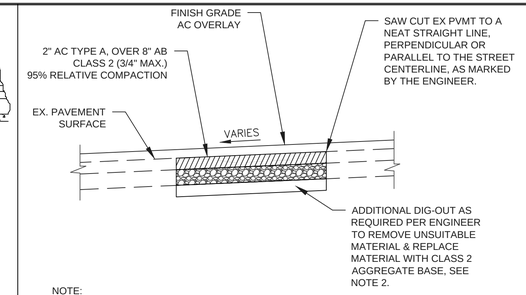
A VAR — MONOLITHIC CURB, GUTTER & SIDEWALK — NTS



B VAR — MEDIAN CURB — NTS



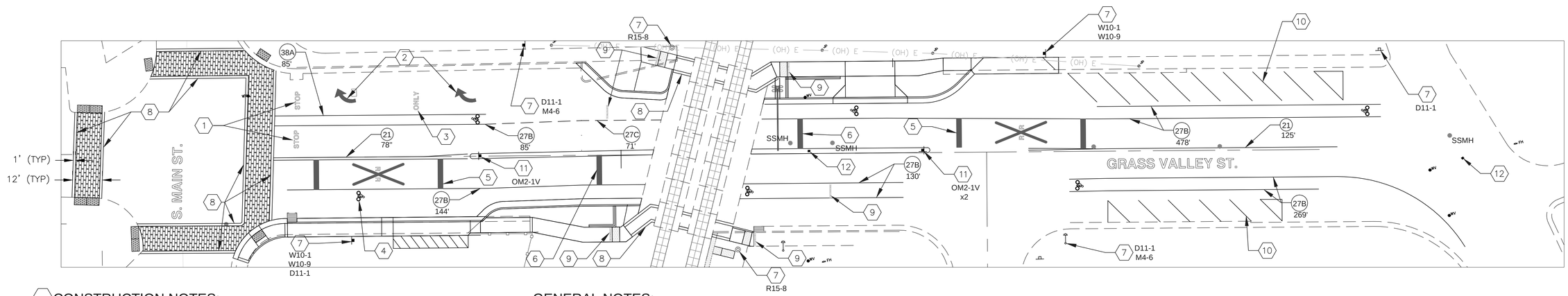
C VAR — COMMERCIAL DRIVEWAY — NTS



NOTE:

1. IF DIG-OUT IS ADJACENT TO THE LIP OF GUTTER, INSTALL 2" TYPE A AC,0.25' BELOW THE LIP OF GUTTER TO ACCOMMODATE FINAL 0.25' AC OVERLAY.
2. EXISTING AC SHALL BE SAW CUT AS SHOWN ON PLANS TO A NEAT, STRAIGHT LINE AND REMOVED. THE EXPOSED EDGE SHALL BE SEALED WITH EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RE-COMPUTED, AND RESEALED PRIOR TO PAVING.

D VAR — STREET DIG-OUT CROSS SECTION — NTS



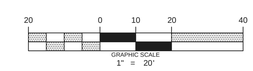
CONSTRUCTION NOTES:

1. PLACE STOP LEGEND (T)
2. PLACE TYPE IV (R) ARROW (T)
3. PLACE ONLY LEGEND (T)
4. PLACE BIKE LANE LEGEND (T)
5. PLACE RAILROAD CROSSING LEGEND (T)
6. PLACE STOP BAR 2' X WIDTH OF LANE, 8' FROM GUARD ARM (T)
7. INSTALL SIGN (MUTCD SIGN TYPE BELOW REF.)
8. PLACE 12" CROSS WALK LINES (T)
9. STENCIL "LOOK FOR TRAINS" IN BLACK LETTERING AND YELLOW BACKGROUND
10. PAINT 4" WHITE PARKING STALLS
11. INSTALL SIGN AND PAINT END OF MEDIAN YELLOW. SIGN SHALL BE BREAKAWAY TYPE
12. PLACE FIRE HYDRANT REFLECTIVE MARKER

(#) XX' — CALTRANS STANDARD STRIPING DETAIL NUMBER AND LENGTH OF STRIPE

GENERAL NOTES:

1. CONCRETE RAILROAD CROSSING PADS NOT TO BE STRIPED.
2. T=THERMOSTRIP



FINAL DESIGN FOR AGENCY APPROVAL

DESIGNED BY	AU				
DRAWN BY	AU/JC				
CHECKED BY	AM/JC				
		REV.	DATE	DESCRIPTION	BY	APP'D.

DATE:

PONTICELLO ENTERPRISES
CONSULTING ENGINEERS, INC.
1216 Fortna Avenue
Woodland, CA 95776
Phone: (530) 668-5883
Fax : (530) 668-5893

GRASS VALLEY ST. ROAD AND PEDESTRIAN IMPROVEMENT PROJECT

SIGNING & STRIPING PLAN & DETAILS

CITY OF COLFAX — PLACER COUNTY, CA

ROAD NAME: GRASS VALLEY STREET
RAILROAD MILE POST: 141.91
RAILROAD SUBDIVISION: ROSEVILLE SUB
DOT#753151U

SCALE: HORIZ: 1"=20'
FILE:
DATE: 1/14/2015
JOB NO. 12-01.02
SHEET 7 OF 7

\\PE-SRV\PE\CONTRACTS\109051 - COLFAX CITY ENGINEER\PROJECTS\CAPITAL\ROADS\UPRR RED XING - CMAQ\PLANS & SPECS\PLANS\ROAD REHAB AND RR RED XING DESIGN 1-22-15.DWG

CITY OF COLFAX
DEPARTMENT OF PUBLIC WORKS

CONTRACT DOCUMENTS

FOR

UPRR PED XING AND BIKE PATH IMPROVEMENT PROJECT

CONTRACT NO. 12-01.02

FEDERAL AID PROJECT No. CML-5187(007)

BID OPENING – APRIL 16, 2015 IMMEDIATELY AFTER 2:00:00 P.M.

CITY MANAGER TEMPORE	**MAYOR**	**MAYOR PRO-**
Mark Miller.	Kim Douglas	Tom Parnham
COUNCIL MEMBERS		
Ken Delfino	Steve Harvey	Tony Hesch

Prepared By:
Construction By:
PONTICELLO ENTERPRISES

Approved for

JAMES E. FLETTER, P.E.
P. E.
PROJECT ENGINEER/MANAGER

ALAN M. MITCHELL,

CITY ENGINEER

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CITY OF COLFAX
DEPARTMENT OF PUBLIC WORKS

PART I – BID BOOK

FOR

UPRR PED XING AND BIKE PATH IMPROVEMENT PROJECT

CONTRACT NO. 12-01.02

FEDERAL AID PROJECT No. CML-5187(007)

BID OPENING – APRIL 16, 2015 IMMEDIATELY AFTER 2:00:00 P.M.

FOR USE IN CONNECTION WITH 2010 STANDARD SPECIFICATIONS, 2010 STANDARD PLANS, AND LABOR SURCHARGE AND EQUIPMENT RATES OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, AND THE PLACER COUNTY LAND DEVELOPMENT MANUAL, INSOFAR AS THE SAME MAY APPLY AND IN ACCORDANCE WITH THE SPECIAL AND TECHNICAL PROVISIONS.

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PROPOSAL TO THE CITY OF COLFAX
DEPARTMENT OF PUBLIC WORKS
CONTRACT NO. 12-01.02

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO:AREA CODE ( )_____

FAX NO: AREA CODE ( ) _____

EMAIL ADDRESS: _____

CONTRACTOR LICENSE NO. _____

The work for which this bid is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2010, the Standard Specifications, dated 2010, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work to be done are dated January 30, 2015 and are entitled:

CITY OF COLFAX
DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS AND SPECIAL PROVISIONS

FOR

UPRR PED XING AND BIKE PATH IMPROVEMENT PROJECT

The project plans for the work to be done were approved January 30, 2015 and are entitled:

CITY OF COLFAX
DEPARTMENT OF PUBLIC WORKS
CONSTRUCTION PLANS

FOR

UPRR PED XING AND BIKE PATH IMPROVEMENT PROJECT

Bids are to be submitted for the entire work. A contract will be awarded to the lowest, responsible and responsive bid that does not exceed the available construction funds or the base bid plus each additive alternative in the following order. **The basis for award shall be on base bid items alone, or base bid plus any or all additive bid items 1A, 2A, 3A and 4A in that order, up to and not exceeding the City's budget for construction of $198,145 and whose bid complies with the specified requirements.**

Base Bid Item #1, Mobilization, shall be no more than 5% of the total of all bid items excepting bid Item #1.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the *CITY OF COLFAX* Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *CITY OF COLFAX*, and that discretion will be exercised in the manner deemed by the *CITY OF COLFAX* to best protect the public interest in the prompt and economical completion of the work. The decision of the *CITY OF COLFAX* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this bid shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the *CITY OF COLFAX*, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *CITY OF COLFAX* that the contract has been awarded, the *CITY OF COLFAX* may, at its option, determine that the bidder has abandoned the contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this bid shall operate and the same shall be the property of the *CITY OF COLFAX*.

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this bid is accepted, that he will contract with the *CITY OF COLFAX*, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the

materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

BID ITEM LIST
UPRR PED XING AND BIKE PATH IMPROVEMENT PROJECT

ITEM	DESCRIPTION	UNITS	QTY	UNIT PRICE	ITEM TOTAL
Base Bid					
1.*	Mobilization and Demobilization	LS	1		
2.	Railroad Right-of-Entry Permit, Insurance & Flagging	LS	1		
3.	Traffic Control	LS	1		
4.	Water Pollution Control Plan & Implementation	LS	1		
5.	Construct Concrete Curb & Gutter	LF	280		
6.	Construct Concrete Sidewalk	SF	1,300		
7.	Construct Commercial Driveway (including Sidewalk)	SF	800		
8.	Construct Type C Corner Ramp	EA	1		
9.	Install ADA Detectable Warning Surface	EA	15		
10.	Place and Compact Soil between Curb & Sidewalk	LS	1		
11.	Construct Storm Drainage Facilities	LS	1		
12.	Road Dig-out	SF	720		
13.	Asphalt Grinding	SF	15,000		
14.	½" Type A PG 64-16 HMAC Leveling Course	TON	228		
15.	½" PG 64-16 RHMA Final Course	TON	341		
16.	Install Pedestrian Barrier	LS	1		
17.	Install Signs, Posts and Markers	LS	1		
18.	Lane and Legend Thermostriping	LS	1		
19.	4" Parking Stripes	LF	300		
20.	Curb Painting	LF	300		
				TOTAL OF BASE BID ITEMS*	
Additive Alternatives					
1A	Excavation and Disposal of Tracks (Sheet 3, Add Alt. 2)	LS	1		
2A	Install Stamped Colored Asphalt Crosswalk (Sheet 5, Add Alt. 1)	SF	1,783		
3A	Place Stamped Colored Concrete (Sheet 3, Add Alt. 1)	SF	1,090		
4A	Replace HMAC Final Course with RHMA	TON	341		
				TOTAL OF BASE BID ITEMS AND ADDITIVE ALT. ITEMS 1A, 2A, 3A & 4A*	

* NOTE: Total Bid lines are provided for convenience purposes only. The actual bid shall be computed as described above. See price limit for mobilization as described above.

Name of Bidder: _____

California Contractor License No.: _____

Bid Submitted By: _____
(Signature)

Print Name: _____

Title: _____

Date: _____

Primary Email Address: _____

Alternate Email Address: _____

The City will use email to notify bidders of the decision of the City on the award of this bid. Therefore, it is essential that bidders identify one or more contact persons who has frequent access to email to monitor the Primary Email Address and Alternate Email Address accounts for City Bidder Notifications. Please provide a Primary Email Address and Alternate Email address in the provided area above for bidder notification purposes. The City will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals‟ failure to retrieve email messages. The City will not attempt to re-deliver any messages which fail due to no fault of the City.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the Department of Public Works does not express or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary, or advisable by the Engineer.

ENVELOPES CONTAINING BIDS shall be marked:

UPRR PED XING AND BIKE PATH IMPROVEMENT PROJECT

NOT TO BE OPENED UNTIL immediately after 2:00:00 PM Pacific, April 16, 2015.

City reserves the right to reject any or all bids and to waive any irregularities in bids.

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.33C, Subcontractor List" of the Standard Specifications. Attention is also directed to Section 5-1.13A, “Subcontracting”, of the special provisions.

LIST OF SUBCONTRACTORS

Subcontractor’s Name, Address, And License Number	**Bid Item Number Subcontracted**	**Bid Item Description**	**Percentage of Item Cost Subcontracted**

Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE) – Part I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	**Phone/ Fax**	**Annual Gross Receipts**	**Description of Portion of Work to be Performed**	**Local Agency Use Only (Certified DBE?)**
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE) Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

Pursuant to Public Contract Code Section 3400, the following substitutions are proposed as "Equals" for those set forth in the Contract. All data substantiating the proposed substitutions shall be submitted to the City upon request.

LIST OF PROPOSED SUBSTITUTIONS

Contract Section	Name of Product to be Substituted Out	Name and Manufacturer of Proposed Product To Be Substituted	Model/Quantity of Proposed Product

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder_____, proposed subcontractor_____, hereby certifies that he has ___ , has not ___, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____ , has not ____been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF COLFAX
DEPARTMENT OF PUBLIC WORKS

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or bid, to the best of his or her knowledge and belief, that:

(l) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) 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 Federal 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or bid that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$_____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature_____
value _____

13. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify_____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:_____

Print Name: _____

Title:_____

Telephone No.:_____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (Ml).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04-90«ENDIF»

Accompanying this Proposal is _____

(NOTICE: INSERT THE WORDS "CASH($ _____)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

_____

_____

_____

_____

Licensed in conformance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

ADDENDA - This Bid is submitted with respect to the changes to the contract included in addenda number/s _____

(*Fill in addenda numbers if addenda have been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda*.)

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____

_____

_____

_____

Signature and Title of Bidder

Business Address_____

Place of Business_____

Place of Residence_____

CITY OF COLFAX
DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We, _____

_____ as Principal, and

_____

as Surety are bound unto the City of Colfax, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH THAT

Whereas, the Principal is submitted to the Obligee for work generally consisting of, but not limited to the following: clearing, grubbing, temporary detour, bridge removal, bridge and roadway construction, temporary detour removal, signing and striping.

for which bids are to be opened at the office of the City Clerk of the City of Colfax, in City Hall, 33 S. Main Street, Colfax, CA 95713 on **Thursday April 16, 2015 at 2:00:00 P.M.**

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____ , 2015.

_____

_____

_____ *Principal*

_____

_____

Surety

By_____

Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City/County of _____ SS

On this _____ day of _____ in the year 20 before me

_____ , personally appeared _____ ,
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____ , and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL) _____
Notary Public

EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: $ _____

BID DATE: _____

BIDDER'S NAME: _____

CONTRACT DBE GOAL: _____

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that all DBE certifications have been verified and information is complete and accurate.

_____ _____ _____

Print Name Signature Date

Local Agency Representative

(Area Code) Telephone Number: _____

Total Claimed DBE Participation

$_____

_____%

_____

Signature of Bidder

_____

Date (Area Code) Tel. No.

_____

Person to Contact (Please Type or Print)

Local Agency Bidder DBE Commitment (Construction Contracts)
(Rev 6/26/09)

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.
(2) Copy – Include in award package to Caltrans District Local Assistance
(3) Original – Local agency files

INSTRUCTIONS - LOCAL AGENCY BIDDER
DBE COMMITMENT (CONSTRUCTION CONTRACTS)

PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers.The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

IMPORTANT: Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. CML-5187(007) **Bid Opening Date April 16, 2015**

The City of Colfax established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

_____
_____
_____
_____

Names, addresses and phone numbers of firms selected for the work above:

_____
_____
_____
_____

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

_____
_____
_____
_____

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

_____
_____
_____
_____

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

_____
_____

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

INFORMATION ONLY, NOT TO BE COMPLETED WITH BID
(to be completed by the local agency upon award of the contract)

CITY OF COLFAX

DEPARTMENT OF PUBLIC WORKS

CONTRACT NO. 12-01.02

THIS AGREEMENT, made and concluded, in triplicate, _____, 20____ between the City of Colfax thereof, party of the first part, and_____ Contractor, party of the second part.

ARTICLE I.--WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the 2 bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the City of Colfax the work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance with the California Department of Transportation Standard Plans dated 2010, the California Department of Transportation Standard Specifications dated 2010, the City of Colfax Construction Specifications dated September 2003 and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The special provisions for the work to be done are dated January 30, 2015 and are entitled:

CITY OF COLFAX
DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS AND SPECIAL PROVISIONS

FOR

UPRR PED XING AND BIKE PATH IMPROVEMENT PROJECT

IN

COLFAX, CA

The project plans for the work to be done were approved January 30, 2015 and are entitled:

CITY OF COLFAX
DEPARTMENT OF PUBLIC WORKS
CONSTRUCTION PLANS

FOR

UPRR PED XING AND BIKE PATH IMPROVEMENT PROJECT

IN

COLFAX, CA

ARTICLE II.--The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.--The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

ARTICLE IV.--By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. In addition to the insurance and indemnification requirements stated in the Standard Specifications, as Contractor, I will comply with the following insurance requirements:

INSURANCE

1) Throughout the period of this agreement, the CONTRACTOR shall provide the following minimum insurance coverage as listed below. CONTRACTOR shall file with CITY a certificate(s) of Insurance, in a form acceptable to CITY, at the time of execution of this agreement. The insurance company must be acceptable to CITY, with a Best's Rating of no less than A:VII. Documentation of such rating acceptable to the CITY shall be provided at the same time Insurance Certificates are submitted.

2) In the event any of the required policies are canceled prior to the completion of the project and the CONTRACTOR does not furnish a new certificate(s) of insurance prior to cancellation, the CITY may obtain the required insurance and deduct the premium(s) from Contract monies due the CONTRACTOR.

3) WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

a) The CONTRACTOR shall maintain adequate Workers' Compensation Insurance under the Laws of the State of California. CONTRACTOR shall fully comply with the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, before commencing the performance of the work.

b) By CONTRACTOR's signature hereunder, CONTRACTOR certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and he/she will comply with such provisions before commencing the performance of this Contract.

c) If such insurance is underwritten by any agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

d) CONTRACTOR shall require all subcontractors to maintain adequate Workers' Compensation Insurance. Certificates of such Workers' Compensation shall be filed forthwith with the CITY upon demand.

e) Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than the following:

- One Million dollars ($1,000,000) each accident for bodily injury by accident
- One Million dollars ($1,000,000) policy limit for bodily injury by disease
- One Million dollars ($1,000,000) each employee for bodily injury by disease

f) If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

g) Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the City of Colfax."

h) Contractor shall require all Subcontractors to maintain adequate Worker's Compensation insurance. Certificates of Works' Compensation shall be filed forthwith with the City upon demand.

4) GENERAL LIABILITY INSURANCE:

a) Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for: premises, operations; products and completed operations; contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; broad form property damage (including completed operations); explosion, collapse, and underground hazards; personal injury liability.

b) Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract. One of the following forms is required: Comprehensive General Liability; Commercial General Liability (Occurrence); or Commercial General Liability (Claims Made).

c) If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal Injury Liability of:

- Two million dollars ($2,000,000) each occurrence
- Two million dollars ($2,000,000) aggregate

d) If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

i) The limits of liability shall not be less than:

- Two million dollars ($2,000,000) each occurrence (combined single limit for bodily injury and property damage)
- Two million dollars ($2,000,000) for Personal Injury Liability
- Two million dollars ($2,000,000) for Products-Completed Operations
- Two million dollars ($2,000,000) General Aggregate

ii) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be three million dollars ($3,000,000).

e) SPECIAL CLAIMS MADE POLICY FORM PROVISIONS:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of CITY, which consent, if given, shall be subject to the following conditions:

i) The limits of liability shall not be less than:

- Two million dollars ($2,000,000) each occurrence (combined single limit for bodily injury and property damage)
- Two million dollars ($2,000,000) for Personal Injury Liability
- Two million dollars ($2,000,000) aggregate for Products Completed Operations
- Two million dollars ($2,000,000) General Aggregate

ii) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to six (6) months following the completion of the Contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a Claims Made Policy.

5) CONFORMITY OF COVERAGES:

a) If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies if approved by the CITY as noted above. In no case shall the types of coverages be different.

6) ADDITIONAL REQUIREMENTS:

a) Premium Payments: The insurance companies shall have no recourse against the CITY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

b) Policy Deductibles: The CONTRACTOR shall be responsible for all deductibles in all of CONTRACTOR'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to CITY'S approval.

c) CONTRACTOR'S Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

d) Material Breach: Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

7) ENDORSEMENTS:

a) Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

"The City of Colfax, and additional insureds (including, State of California, California Regional Water Quality Control Board) and their officers, agents, outside parties hired to inspect and/or design the work, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

"The insurance provided by the CONTRACTOR, including any excess liability or umbrella form coverage, is primary coverage to the City of Colfax and additional insureds, with respect to any insurance or self-insurance programs maintained by the City of Colfax and additional insureds, and no insurance held or owned by the City of Colfax and additional insureds shall be called upon to contribute to a loss."

"This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the City of Colfax."

8) AUTOMOBILE LIABILITY INSURANCE:

a) CONTRACTOR shall provide Automobile Liability insurance covering bodily injury and property damage in an amount no less than two million dollars ($2,000,000) combined single limit for each occurrence.

b) Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

ARTICLE V.--And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the (*CITY OF COLFAX, DEPARTMENT OF PUBLIC WORKS*), and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

BID ITEM LIST

INFORMATION ONLY, NOT TO BE COMPLETED WITH BID
(to be completed upon award of the contract)

Item No.	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
		(Items in CONTRACT will be the same as those bid in PROPOSAL)				

INFORMATION ONLY, NOT TO BE COMPLETED WITH BID
(to be completed upon award of the contract)

IN WITNESS WHEREOF, The parties to these presents have here-unto set their hands the year and date first above written

CITY OF COLFAX
DEPARTMENT OF PUBLIC WORKS

By _____
Mark M. Miller, City Manager

Contractor

By _____

Licensed in accordance with
an act providing for the
registration of contractors,

License No. _____

Federal Employer Identification

Number _____

Approved and certified as being in conformance with the requirements of the State Contract Act.

Attorney, City of Colfax

Approved Effective _____

INFORMATION ONLY, NOT TO BE COMPLETED WITH BID
(to be completed by the local agency upon award of the contract)
CITY OF COLFAX
DEPARTMENT OF PUBLIC WORKS

SAMPLE PAYMENT BOND

(Section 3247, Civil Code)

WHEREAS, The City of Colfax , acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

> The work generally consists of, but is not limited to the following: clearing, grubbing, temporary detour, bridge removal, bridge and roadway construction, temporary detour removal, signing and striping.

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.
NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars ($ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to fixed by the court.
This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____
_____
_____
_____

_____
Principal

_____
Surety **(SEAL)**

_____
By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City / County of _____ SS

On this _____ day of _____ in the year 20 ___ before me _____,
personally appeared _____, personally known to me (or proved to me
Attorney-in-fact
on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

_____
(SEAL) Notary Public

INFORMATION ONLY, NOT TO BE COMPLETED WITH BID
(to be completed by the local agency upon award of the contract)

SAMPLE PERFORMANCE BOND

(To Accompany Contract)

Bond No.

WHEREAS, the City of Colfax, acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

> The work generally consists of, but is not limited to the following: clearing, grubbing, temporary detour, bridge removal, bridge and roadway construction, temporary detour removal, signing and striping.

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the City of Colfax in the sum of $ _____ dollars, to be paid to said City or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the City / County of _____ , its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 2015.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____
_____
_____

_____
_____
_____

_____
Contractor

_____
Name of Surety **(SEAL)**

_____
By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City / County of _____ SS

On this _____ day of _____ in the year 2015 before me _____, a notary public in and for the City / County of _____ _____, personally appeared _____, known to me to be the person whose name is subscribed to this *Attorney-in-fact* instrument and known to me to be the attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL) **Notary Public** _____

FEDERAL MINIMUM WAGE RATES

See the Federal Web site, http://www.dot.ca.gov/hq/esc/oe/federal-wages/fed_wages.html for current rates.

It is the Contractors sole responsibility to routinely check the above listed web site for publication updates throughout the bid and construction periods of this project.

Revisions to the applicable Federal Wage Rates, up to 10 days before bid opening, will be identified by the issuance of an addendum with the corresponding Internet web site address of where the revisions can be found. The final contract documents signed by the local agency and the contractor, will physically include the Federal Wage Rates, or Federal Wage Rates as revised by addendums, if any such addendums have been issued.

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General Decision Number: CA150009 01/23/2015 CA9

Superseded General Decision Number: CA20140009

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/16/2015
2	01/23/2015

ASBE0016-001 01/01/2014

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU, SUTTER, TEHEMA, TRINITY, TULARE, TUOLUMNE, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all		

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types of mechanical systems)
Area 1.....$ 57.15 18.72
Area 2.....$ 44.05 18.62

ASBE0016-007 01/01/2013

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	$ 31.13	6.95

BOIL0549-002 01/01/2013

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties.	$ 42.06	33.43
(2) Remaining Counties.....	$ 38.37	31.32

BRCA0003-001 08/01/2013

	Rates	Fringes
MARBLE FINISHER.....	$ 28.05	14.01

BRCA0003-004 05/01/2013

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1.....	$ 36.48	19.59
AREA 2.....	$ 39.96	23.79

SPECIALTY PAY:
(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid $1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive $1.25 per hour in addition to the above.
(B) Operating a saw or grinder shall receive $1.25 per hour above the regular rate.
(C) Gunite nozzle person shall receive $1.25 per hour above the regular rate.

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BRCA0003-008 07/01/2013

	Rates	Fringes
TERRAZZO FINISHER	$ 33.15	13.93
TERRAZZO WORKER/SETTER	$ 39.95	24.39

BRCA0003-010 04/01/2014

	Rates	Fringes
TILE FINISHER		
Area 1	$ 22.58	10.04
Area 2	$ 22.58	12.50
Area 3	$ 22.76	12.37
Area 4	$ 22.26	11.85
Tile Layer		
Area 1	$ 38.13	11.98
Area 2	$ 36.43	13.74
Area 3	$ 40.59	13.79
Area 4	$ 37.46	13.74

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba
AREA 2: Alpine, Amador
AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

BRCA0003-014 08/01/2013

	Rates	Fringes
MARBLE MASON	$ 39.30	22.48

CARP0034-001 07/01/2014

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician	$ 39.60	30.73
Diver standby	$ 44.56	30.73
Diver Tender	$ 43.56	30.73
Diver wet	$ 89.12	30.73
Manifold Operator (mixed gas)	$ 48.56	30.73
Manifold Operator (Standby)	$ 43.56	30.73

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are

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complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2014

	Rates	Fringes
Piledriver	$ 40.60	30.73

CARP0035-001 08/01/2014

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 40.35	27.97
Area 3	$ 34.97	27.97
Area 4	$ 33.62	27.97
Drywall Stocker/Scrapper		
Area 1	$ 20.18	16.30
Area 3	$ 17.49	16.30
Area 4	$ 16.81	16.30

CARP0035-009 07/01/2014

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer,		

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     Shingler, Power Saw
     Operator, Steel Scaffold &
     Steel Shoring Erector, Saw
     Filer.......................$ 40.50            27.53
     Journeyman Carpenter........$ 40.35            27.53
     Millwright..................$ 40.45            29.12
-----------------------------------------------------------------
 CARP0035-010 07/01/2014

AREA 1: Marin, Napa, Solano & Sonoma  Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc,
Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou,
Sutter, Tehama, Trinity, Yolo & Yuba counties


                                   Rates          Fringes

Modular Furniture Installer
     Area 1
      Installer I................$ 23.36            18.31
      Installer II...............$ 19.93            18.31
      Lead Installer.............$ 26.81            18.81
      Master Installer...........$ 31.03            18.81
     Area 2
      Installer I................$ 20.71            18.31
      Installer II...............$ 17.76            18.31
      Lead Installer.............$ 23.68            18.81
      Master Installer...........$ 27.31            18.81
     Area 3
      Installer I................$ 19.76            18.31
      Installer II...............$ 16.99            18.31
      Lead Installer.............$ 22.56            18.81
      Master Installer...........$ 29.58            18.81
-----------------------------------------------------------------
 CARP0046-001 07/01/2014

El Dorado (West), Placer (West), Sacramento and Yolo Counties

                                   Rates          Fringes

Carpenters
     Bridge Builder/Highway
     Carpenter...................$ 40.35            27.53
     Hardwood Floorlayer,
     Shingler, Power Saw
     Operator, Steel Scaffold &
     Steel Shoring Erector, Saw
     Filer.......................$ 34.62            27.53
     Journeyman Carpenter........$ 34.47            27.53
     Millwright..................$ 36.97            29.12

  Footnote: Placer County (West) includes territory West of and
  including Highway 49 and El Dorado County (West) includes
  territory West of and including Highway 49 and territory
  inside the city limits of Placerville.

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CARP0046-002 07/01/2014

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),
Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 33.27	27.53
Journeyman Carpenter	$ 33.12	27.53
Millwright	$ 35.62	29.12

CARP0152-003 07/01/2014

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 33.27	27.53
Journeyman Carpenter	$ 33.12	27.53
Millwright	$ 35.62	29.12

CARP0180-001 07/01/2014

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 40.50	27.53
Journeyman Carpenter	$ 40.35	27.53
Millwright	$ 40.45	29.12

CARP0751-001 07/01/2014

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		

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     Bridge Builder/Highway
     Carpenter...................$ 40.35            27.53
     Hardwood Floorlayer,
     Shingler, Power Saw
     Operator, Steel Scaffold &
     Steel Shoring Erector, Saw
     Filer.......................$ 40.50            27.53
     Journeyman Carpenter........$ 40.35            27.53
     Millwright..................$ 40.45            29.12
----------------------------------------------------------------
 CARP1599-001 07/01/2014

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama
and Trinity Counties


                                   Rates          Fringes

Carpenters
     Bridge Builder/Highway
     Carpenter...................$ 40.35            27.53
     Hardwood Floorlayer,
     Shingler, Power Saw
     Operator, Steel Scaffold &
     Steel Shoring Erector, Saw
     Filer.......................$ 33.27            27.53
     Journeyman Carpenter........$ 33.12            27.53
     Millwright..................$ 35.62            29.12
----------------------------------------------------------------
 ELEC0180-001 06/01/2014

NAPA AND SOLANO COUNTIES

                                   Rates          Fringes

CABLE SPLICER...................$ 50.97         3%+20.13
ELECTRICIAN.....................$ 45.31         3%+20.13
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 ELEC0180-003 12/01/2014

NAPA AND SOLANO COUNTIES

                                   Rates          Fringes

Sound & Communications
     Installer...................$ 32.32            16.27
     Technician..................$ 35.66         3%+15.30

SCOPE OF WORK INCLUDES-
  SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call,
  Telephone); FIRE ALARM SYSTEMS [excluding fire alarm  work
  when installed in raceways (including wire and cable
  pulling) and when performed on new or major remodel
  building  projects or jobs],
  TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS
  SYSTEMS that transmit or receive information and/or control
  systems that are intrinsic to the above.

EXCLUDES-
  Excludes all other data systems or multiple systems which
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include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 12/01/2013

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications Installer	$ 24.68	3%+12.85
Sound & Communications Technician	$ 28.38	3%+12.85

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS
Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems

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Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0340-003 12/01/2013

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area	$ 39.06	18.54
Sierra Army Depot, Herlong	$ 48.83	18.54
Tunnel work	$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 07/01/2013

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN	$ 37.00	14.62

ELEC0551-004 06/01/2014

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 47.20	16.76

ELEC0551-005 12/01/2014

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MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 32.32	16.27
Technician	$ 36.80	16.41

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0659-006 01/01/2015

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 30.44	15.71

ELEC0659-008 02/01/2013

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer	$ 51.09	4%+13.30
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man	$ 45.62	4%+13.30
(3) Tree Trimmer	$ 32.07	4%+9.80
(4) Line Equipment Man	$ 45.62	4%+9.80
(5) Powdermen, Jackhammermen	$ 34.22	4%+9.80
(6) Groundman	$ 31.31	4%+9.80

ELEC1245-004 06/01/2013

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		

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(1) Lineman; Cable splicer..$ 50.30 15
(2) Equipment specialist
(operates crawler
tractors, commercial motor
vehicles, backhoes,
trenchers, cranes (50 tons
and below), overhead &
underground distribution
line equipment).....$ 40.17 14.56
(3) Groundman.....$ 30.73 13.48
(4) Powderman.....$ 44.91 13.48

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2014

	Rates	Fringes
ELEVATOR MECHANIC.....	$ 59.19	26.785

FOOTNOTE:
PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 07/01/2013

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	$ 40.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	$ 35.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	$ 34.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	$ 31.15	27.81
AREA 2:		
(1) Leverman.....	$ 42.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	$ 37.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	$ 36.45	27.81
(4) Bargeman; Deckhand;		

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Fireman; Leveehand; Oiler..$ 33.15 27.81

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

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PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

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"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 39.85	27.44
GROUP 2	$ 38.32	27.44
GROUP 3	$ 36.84	27.44
GROUP 4	$ 35.46	27.44
GROUP 5	$ 34.19	27.44
GROUP 6	$ 32.87	27.44
GROUP 7	$ 31.73	27.44

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     GROUP 8.....................$ 30.59            27.44
     GROUP 8-A...................$ 28.38            27.44
OPERATOR:  Power Equipment
(Cranes and Attachments -
AREA 1:)
     GROUP 1
      Cranes.....................$ 40.73            27.44
      Oiler......................$ 33.76            27.44
      Truck crane oiler..........$ 37.33            27.44
     GROUP 2
      Cranes.....................$ 38.97            27.44
      Oiler......................$ 33.50            27.44
      Truck crane oiler..........$ 37.04            27.44
     GROUP 3
      Cranes.....................$ 37.23            27.44
      Hydraulic..................$ 32.87            27.44
      Oiler......................$ 33.26            27.44
      Truck Crane Oiler..........$ 36.77            27.44
     GROUP 4
      Cranes.....................$ 34.19            27.44
OPERATOR:  Power Equipment
(Piledriving - AREA 1:)
     GROUP 1
      Lifting devices............$ 41.07            27.44
      Oiler......................$ 31.81            27.44
      Truck crane oiler..........$ 34.09            27.44
     GROUP 2
      Lifting devices............$ 39.25            27.44
      Oiler......................$ 31.54            27.44
      Truck Crane Oiler..........$ 33.84            27.44
     GROUP 3
      Lifting devices............$ 37.57            27.44
      Oiler......................$ 31.32            27.44
      Truck Crane Oiler..........$ 33.55            27.44
     GROUP 4
      Lifting devices............$ 35.80            27.44
     GROUP 5
      Lifting devices............$ 34.50            27.44
     GROUP 6
      Lifting devices............$ 33.16            27.44
OPERATOR:  Power Equipment
(Steel Erection - AREA 1:)
     GROUP 1
      Cranes.....................$ 41.70            27.44
      Oiler......................$ 32.15            27.44
      Truck Crane Oiler..........$ 34.38            27.44
     GROUP 2
      Cranes.....................$ 39.93            27.44
      Oiler......................$ 31.88            27.44
      Truck Crane Oiler..........$ 34.16            27.44
     GROUP 3
      Cranes.....................$ 38.45            27.44
      Hydraulic..................$ 32.67            27.44
      Oiler......................$ 31.66            27.44
      Truck Crane Oiler..........$ 33.89            27.44
     GROUP 4
      Cranes.....................$ 36.43            27.44
     GROUP 5
      Cranes.....................$ 35.13            27.44
OPERATOR:  Power Equipment
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(Tunnel and Underground Work
- AREA 1:)

SHAFTS, STOPES, RAISES:

GROUP 1	$ 35.95	27.44
GROUP 1-A	$ 38.32	27.44
GROUP 2	$ 34.59	27.44
GROUP 3	$ 33.36	27.44
GROUP 4	$ 32.22	27.44
GROUP 5	$ 31.08	27.44

UNDERGROUND:

GROUP 1	$ 35.85	27.44
GROUP 1-A	$ 38.32	27.44
GROUP 2	$ 34.59	27.44
GROUP 3	$ 33.26	27.44
GROUP 4	$ 32.12	27.44
GROUP 5	$ 30.98	27.44

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels,

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etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie

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spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu.

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yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

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MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

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SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 29.64	25.71
AREA 2	$ 31.64	25.71
GROUP 2		
AREA 1	$ 26.04	25.71
AREA 2	$ 28.04	25.71
GROUP 3		
AREA 1	$ 21.43	25.71
AREA 2	$ 23.43	25.71

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part

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Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

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SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-002 01/01/2015

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 27.08	18.24
Ornamental, Reinforcing and Structural	$ 33.50	28.20

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

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$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-002 12/01/2014

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B	$ 20.06	9.62
LABORER (Lead Removal)		
Area A	$ 29.02	19.42
Area B	$ 28.02	19.42

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0067-006 06/30/2014

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 29.09	18.66
GROUP 1	$ 28.39	18.66
GROUP 1-a	$ 28.61	18.66

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GROUP 1-c.....$ 28.44 18.66
GROUP 1-e.....$ 28.94 18.66
GROUP 1-f.....$ 28.97 18.66
GROUP 1-g (Contra Costa
County).....$ 28.59 18.66
GROUP 2.....$ 28.24 18.66
GROUP 3.....$ 28.14 18.66
GROUP 4.....$ 21.83 18.66
See groups 1-b and 1-d under laborer classifications.
Laborers: (CONSTRUCTION CRAFT
LABORERS - AREA B:)
Construction Specialist
Group.....$ 28.09 18.66
GROUP 1.....$ 27.39 18.66
GROUP 1-a.....$ 27.61 18.66
GROUP 1-c.....$ 27.44 18.66
GROUP 1-e.....$ 27.94 18.66
GROUP 1-f.....$ 27.97 18.66
GROUP 2.....$ 27.24 18.66
GROUP 3.....$ 27.14 18.66
GROUP 4.....$ 20.83 18.66
See groups 1-b and 1-d under laborer classifications.
Laborers: (GUNITE - AREA A:)
GROUP 1.....$ 29.35 18.66
GROUP 2.....$ 28.85 18.66
GROUP 3.....$ 28.26 18.66
GROUP 4.....$ 28.14 18.66
Laborers: (GUNITE - AREA B:)
GROUP 1.....$ 28.35 18.66
GROUP 2.....$ 27.85 18.66
GROUP 3.....$ 27.26 18.66
GROUP 4.....$ 27.14 18.66
Laborers: (WRECKING - AREA A:)
GROUP 1.....$ 28.39 18.66
GROUP 2.....$ 28.24 18.66
Laborers: (WRECKING - AREA B:)
GROUP 1.....$ 27.39 18.66
GROUP 2.....$ 27.24 18.66
Landscape Laborer (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)
(1) New Construction.....$ 28.14 18.66
(2) Establishment Warranty
Period.....$ 21.83 18.66
Landscape Laborer (GARDENERS,
HORTICULURAL & LANDSCAPE
LABORERS - AREA B:)
(1) New Construction.....$ 27.14 18.66
(2) Establishment Warranty
Period.....$ 20.83 18.66

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer

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manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material

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cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0185-002 06/30/2014

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.11	17.34

LABO0185-005 06/30/2014

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.60	19.49
GROUP 2	$ 34.37	19.49
GROUP 3	$ 34.12	19.49

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GROUP 4.....$ 33.67 19.49
GROUP 5.....$ 33.13 19.49
Shotcrete Specialist.....$ 35.12 19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-002 06/30/2014

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 28.14	19.03
Traffic Control Person I....	$ 28.44	19.03
Traffic Control Person II...	$ 25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-004 06/30/2014

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 34.60	19.49
GROUP 2.....	$ 34.37	19.49

DRAFT

GROUP 3	$ 34.12	19.49
GROUP 4	$ 33.67	19.49
GROUP 5	$ 33.13	19.49
Shotcrete Specialist	$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-007 06/30/2014

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 32.36	17.34

LABO0324-004 06/30/2014

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 27.14	19.03
Traffic Control Person I	$ 27.44	19.03
Traffic Control Person II	$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0324-008 06/30/2014

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.60	19.49
GROUP 2	$ 34.37	19.49
GROUP 3	$ 34.12	19.49
GROUP 4	$ 33.67	19.49
GROUP 5	$ 33.13	19.49
Shotcrete Specialist	$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-010 06/30/2014

NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick	$ 31.36	17.34

LABO1414-005 08/07/2013

	Rates	Fringes
Plasterer tender	$ 30.00	16.36

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-004 01/01/2013

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MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	$ 33.86	20.26

PREMIUMS:
EXOTIC MATERIALS - $0.75 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-005 01/01/2013

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	$ 36.24	18.67

PAIN0016-007 01/01/2014

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:.....	$ 30.02	16.32

SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.00 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-008 01/01/2013

DRAFT

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	$ 44.87	17.98

PAIN0169-004 01/01/2013

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER.....	$ 41.88	21.59

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* PAIN0567-001 07/01/2014

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....	$ 23.16	10.38
Spray Painter & Paperhanger.	$ 24.01	10.38

PREMIUMS:
Special Coatings (Brush), and Sandblasting = $0.50/hr
Special Coatings (Spray), and Steeplejack = $1.00/hr
Special Coating Spray Steel = $1.25/hr
Swing Stage = $2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2014

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER.....	$ 25.81	11.68

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PAIN0567-010 07/01/2013

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper	$ 27.07	11.14
(2) Steeplejack - Taper, over 40 ft with open space below	$ 28.57	11.14

PAIN0767-004 01/01/2013

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER	$ 32.24	19.88

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2014

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 34.26	11.65
GROUP 2	$ 29.12	11.65
GROUP 3	$ 29.46	11.65

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

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PAIN1237-001 01/01/2013

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 28.25	16.73

PLAS0300-003 07/01/2014

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties	$ 31.41	22.26
AREA 355: Marin	$ 34.75	22.26
AREA 355: Napa & Sonoma Counties	$ 31.41	22.26

PLAS0300-005 06/30/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 30.00	22.07

PLUM0038-002 07/01/2014

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding hgih-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and resarch facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE	$ 54.40	40.71

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(2) All other work - NEW
CONSTRUCTION RATE.....$ 64.00 43.29

PLUM0038-006 07/01/2014

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	$ 54.40	32.15

PLUM0228-001 07/01/2014

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....	$ 37.00	25.89

PLUM0343-001 07/01/2014

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	$ 30.60	19.40
All Other Work.....	$ 48.00	30.05

DEFINITION OF LIGHT COMMERICIAL:
Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand ($250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand ($250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand ($250,000) for the plumbing bid; and Two Hundred Fifty Thousand ($250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: $.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: $.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: $.75 per hour additional.

PLUM0350-001 01/01/2011

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes

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PLUMBER/PIPEFITTER.....$ 34.60 10.50

PLUM0355-001 07/01/2014

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 28.55	9.25

PLUM0442-003 07/01/2014

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER	$ 38.00	25.39

PLUM0447-001 07/01/2013

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman	$ 41.77	22.35
Light Commercial Work	$ 32.23	17.22

ROOF0081-006 08/01/2014

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer	$ 35.06	13.89

ROOF0081-007 08/01/2014

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN,LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer	$ 33.23	13.79

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* SFCA0483-003 01/01/2015

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes

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SPRINKLER FITTER (Fire
Sprinklers).....$ 56.02 27.77

SFCA0669-003 07/01/2013

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	$ 34.19	19.37

SHEE0104-006 07/01/2014

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
$200,000 or less.....	$ 48.79	35.29
All other work.....	$ 54.85	35.91

SHEE0104-009 07/01/2014

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	$ 39.05	31.24

SHEE0104-010 07/01/2014

AlPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	$ 36.59	28.66

SHEE0104-011 07/01/2014

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only).....	$ 33.86	31.83

SHEE0104-014 07/01/2014

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

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	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 33.86	31.83

SHEE0104-019 07/01/2014

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs $200,000 & under	$ 29.88	28.75
Mechanical Jobs over $200,000	$ 39.05	31.24

TEAM0094-001 07/01/2014

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 27.96	24.28
GROUP 2	$ 28.26	24.28
GROUP 3	$ 28.56	24.28
GROUP 4	$ 28.91	24.28
GROUP 5	$ 29.26	24.28

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch

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truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

DRAFT

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

CITY OF COLFAX

DEPARTMENT OF PUBLIC WORKS

PART II
NOTICE TO BIDDERS
&
SPECIAL PROVISIONS

FOR

UPRR PED XING AND BIKE PATH IMPROVEMENT PROJECT
CITY PROJECT NO. 12-01.02,
FEDERAL AID PROJECT NO. CML-5187(007)

IN

COLFAX, CA

For use in conjunction with federally funded Local Assistance construction projects administered under the 2010 Standard Specifications and 2010 Standard Plans of the California Department of Transportation, the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and the Placer County Land Development Manual, insofar as the same may apply and in accordance with the Special and Technical Provisions

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IMPORTANT
SPECIAL NOTICE

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- The “Proposal and Contract” book has been retitled and is now the “Bid” book.
- The “Notice to Contractors” has been retitled and is now the “Notice to Bidders.”
- Bidders are advised that, as required by federal law, the City of Colfax is implementing new Disadvantaged Business Enterprise requirements for Underutilized Disadvantaged Business Enterprises (UDBE). Section 2, "Proposal Requirements and Conditions," under subsection titled "Disadvantaged Business Enterprises (DBE)" and Section 5, "General," under subsection titled "Performance of Subcontractors" of these special provisions cover the UDBE requirements.

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STANDARD PLANS LIST

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. The Revised Standard Plans (RSP) and New Standard Plans (NSP) which apply to this contract are included as individual sheets of the project plans.

CITY OF COLFAX

DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS

CONTRACT NO. 12-01.02

Sealed bids for the work shown on the plans entitled:

CITY OF COLFAX;
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS FOR

UPRR PED XING AND BIKE PATH IMPROVEMENT PROJECT

IN

COLFAX, CA

Bid forms for this work are included in a separate book entitled:

CITY OF COLFAX;
DEPARTMENT OF PUBLIC WORKS
BID FOR

UPRR PED XING AND BIKE PATH IMPROVEMENT PROJECT

IN

COLFAX, CA

General work description: C**onstruction of new curb, gutter and sidewalk across the existing railroad tracks on Grass Valley Street, construction of a curbed median to each side of the tracks, construction of an ADA corner ramp, drainage improvements, removal and repaving of the roadway surface, and signing and striping within the project roadway. The work further entails placement and stamping of colored asphalt crosswalks and concrete borders.**

The UDBE Contract goal is 9.1% percent.

There will be a non-mandatory pre-bid conference held at 10:00 AM on March 19, 2015 at City Hall. The proposed site is open to access, so bidders may visit the job site at their convenience.

The contractor will be required to attend and participate in a preconstruction conference prior to commencement of field construction activities.

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

Bids are required for the entire work described herein.

The contractor shall possess a Class A license on the date of bid opening. The Contractor must be properly licensed as a contractor from contract award through Contract acceptance

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.

Plans and Specifications may be examined at the: City of Colfax Public Works Department office in City Hall at 33 S. Main Street, Colfax, CA or at Ponticello Enterprises Consulting Engineers office at 1216 Fortna Avenue Woodland, CA.

Copies of the Contract Documents may be obtained through PlanWell Enterprise™ at https://order.e-arc.com/arcEOC/PWELL_Main.asp?mem=23

or by contacting Arc Global Document Management, Sacramento Office at (916) 443-1322.

Direct all technical bid period questions to Jim Fletter, Project Engineer, Ponticello Enterprises at the email address jim.fletter@ponticelloinc.com.

The successful bidder shall furnish a payment bond and a performance bond.

The City of Colfax affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

The successful bidder shall furnish a payment bond and a performance bond.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at City of Colfax 318 First Street, Colfax, CA 95694 and available from the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov/DLSR/PWD. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the Bid book and in copies of this book that may be examined at the offices described above where project plans, special provisions, and bid forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of Bid book. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the Bid book. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

CITY OF COLFAX

_____

Lorraine Cassidy, City Clerk

COPY OF BID ITEM LIST

(NOT TO BE USED FOR BIDDING PURPOSES)

ITEM	DESCRIPTION	UNITS	QTY	UNIT PRICE	ITEM TOTAL

Base Bid					
1.*	Mobilization	LS	1		
2.	Railroad Right-of-Entry Permit, Insurance & Flagging	LS	1		
3.	Traffic Control	LS	1		
4.	Water Pollution Control Plan & Implementation	LS	1		
5.	Construct Concrete Curb & Gutter	LF	280		
6.	Construct Concrete Sidewalk	SF	1,300		
7.	Construct Commercial Driveway (including Sidewalk)	SF	800		
8.	Construct Type C Corner Ramp	EA	1		
9.	Install ADA Detectable Warning Surface	EA	15		
10.	Place and Compact Soil between Curb & Sidewalk	LS	1		
11.	Construction Storm Drainage Facilities	LS	1		
12.	Road Dig-out	SF	720		
13.	Asphalt Grinding	SF	15,000		
14.	½” Type A PG 64-16 HMAC Leveling Course	TON	228		
15.	½” PG 64-16 RHMA Final Course	TON	341		
16.	Install Pedestrian Barrier	LS	1		
17.	Install Signs, Posts and Markers	LS	1		
18.	Lane and Legend Thermostriping	LS	1		
19.	4” Parking Stripes	LF	300		
20.	Curb Painting	LF	300		
TOTAL OF BASE BID ITEMS*					
Additive Alternatives					
1A	Excavation and Disposal of Tracks (Sheet 3, Add Alt. 2)	LS	1		
2A	Install Stamped Colored Asphalt Crosswalk (Sheet 5, Add Alt. 1)	SF	1,783		
3A	Place Stamped Concrete (Sheet 3, Add Alt. 1)	SF	1,090		
4A	Replace HMAC Final Course with RHMA	TON	341		
TOTAL OF BASE BID ITEMS AND ADDITIVE ALT. ITEMS 1A, 2A, 3A & 4A*					

CITY OF COLFAX

DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS

Annexed to Contract No. – 12-01.02

SECTION 1. SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the 2010 Standard Specifications and the 2010 Standard Plans, of the Department of Transportation insofar as the same may apply and these special provisions.
In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of the conflicting portions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL
The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of and the submission of the bid.

The bidder's bond shall conform to the bond form in the Bid book for the project and shall be properly filled out and executed. The bidder's bond form included in that book may be used.
In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bid book. Signing the Bid book shall also constitute signature of the Noncollusion Affidavit.
The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.
Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

2-1.015--FEDERAL LOBBYING RESTRICTIONS.--Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.
If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Bid book. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Bid book. Signing the Bid book shall constitute signature of the Certification.
The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding $100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase if $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
(3) A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE).—This project is subject to Title 49 CFR 26.13(b):

> The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the Agency specifies a goal for Underutilized Disadvantaged Business Enterprises (UDBEs). UDBE is a firm that meets the definition of DBE and is a member of one of the following groups:

1. Black Americans
2. Native Americans
3. Asian-Pacific Americans
4. Women

References to DBEs include UDBEs, but references to UDBEs do not include all DBEs.

Make work available to UDBEs and select work parts consistent with available UDBE subcontractors and suppliers.

Meet the UDBE goal shown in the Notice to Bidders or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the UDBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm

Only UDBE participation will count towards the UDBE goal. DBE participation will count towards the Agency's Annual Anticipated DBE Participation Level and the California statewide goal.

Credit for materials or supplies you purchase from UDBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a UDBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a UDBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a UDBE that is neither a manufacturer or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a UDBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55.

UDBE Commitment Submittal

Submit UDBE information on the "Local Agency Bidder-UDBE Commitment (Construction Contracts)," Exhibit 15-G(1), form included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the UDBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the UDBE Commitment form to the Agency. UDBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the UDBE Commitment form unless the Agency requests it. If the Agency requests you to submit a UDBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each UDBE stating that it is participating in the contract. Include confirmation with the UDBE Commitment form. A copy of a UDBE's quote will serve as written confirmation that the UDBE is participating in the contract.

If you do not submit the UDBE Commitment form within the specified time, the Agency finds your bid nonresponsive.

Good Faith Efforts Submittal

If you have not met the UDBE goal, complete and submit the "UDBE Information - Good Faith Efforts," Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by UDBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your UDBE Commitment form shows that you have met the UDBE goal or if you are required to submit the UDBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the UDBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to UDBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate UDBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to UDBE firms.
2. Names of certified UDBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the UDBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified UDBEs through all reasonable and available means and provide sufficient time to allow UDBEs to respond.
3. Name of selected firm and its status as a UDBE for each item of work made available. Include name, address, and telephone number of each UDBE that provided a quote and their price quote. If the firm selected for the item is not a UDBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested UDBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using UDBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested UDBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the UDBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested UDBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the UDBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the UDBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address: City of Colfax, 33 S. Main Street, Colfax, CA 95713.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: **City of Colfax, 33 S. Main Street, Colfax, CA 95713**

A "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G2" form is included in the Bid book to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's "Local Agency Bidder- Information (Construction Contracts), Exhibit 15-G2" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement.

The "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G2" form shall be completed and returned to the Agency by the successful bidder with the executed contract and contract bonds.

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work;" in Section 8-1.06 "Time of Completion;" and in Section 8-1.07, "Liquidated Damages;" of the Standard Specifications and these special provisions.
The Contractor shall begin work within 15 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City of Colfax.

This work shall be diligently prosecuted to completion before the expiration of **Eighty-Four (84) CALENDAR DAYS** beginning on the fifteenth calendar day after approval of the contract. Contractor is directed to Section 01030, Special Project Constraints, of the Special Provisions. Construction hours of operation are restricted prior to June 8, 2015 and after August 7, 2015.

The Contractor shall pay to the City of Colfax the sum of $1,400.00 per day, for each and every working day's delay in finishing the work in excess of the number of calendar days prescribed above.

SECTION 5. GENERAL

SECTION 5-1. MISCELLANEOUS

5-1.01 LABOR NONDISCRIMINATION. -- Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM
(GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of $5,000 or more.

5-1.02 PREVAILING WAGE. -- Attention is directed to Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the City of Colfax, 33 S. Main Street, Colfax, CA 95713. These wage rates are included in the Bid book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

5-1.03 BUY AMERICA REQUIREMENTS. -- Attention is directed to the "Buy America" requirements of the Title 23 United States Code, Section 313 and the regulations adopted pursuant thereto. In accordance with said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements. A Certificate of Compliance, conforming to the provisions in Section 6-1.07, Certificates of Compliance, of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes

for the materials occurred in the United States, except for the exceptions allowed herein. The requirements imposed by said law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost or $2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating such materials into the work.

5-1.04 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES. -- When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

5-1.05 SUBCONTRACTOR AND DBE RECORDS
The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors" Form CEM-2402(F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. The amount of $10,000 will be withheld from payment until a satisfactory form is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contactor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month. This documentation shall be submitted on "Monthly DBE Trucking Verification" Form CEM-2404(F).

5-1.06 DBE CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403(F) indicating the DBEs' existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

5-1.07 PERFORMANCE OF SUBCONTRACTORS

The subcontractors listed by you in Bid book shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or $10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

UDBEs must perform work or supply materials as listed in the "Local Agency Bidder - UDBE Commitment" form specified under Section 2, "Bidding," of these special provisions. Do not terminate a UDBE listed subcontractor for convenience and perform the work with your own forces or obtain materials from other sources without prior written authorization from the Agency.

The Agency grants authorization to use other forces or sources of materials for requests that show any of the following justifications:

1. Listed UDBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulate a bond is a condition of executing the subcontract and the listed UDBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed UDBE does not have a valid license under Contractors License Law.
4. Listed UDBE fails or refuses to perform the work or furnish the listed materials.
5. Listed UDBE's work is unsatisfactory and not in compliance with the contract.
6. Listed UDBE delays or disrupts the progress of the work.
7. Listed UDBE becomes bankrupt or insolvent.

If a listed UDBE subcontractor is terminated, you must make good faith efforts to find another UDBE subcontractor to substitute for the original UDBE. The substitute UDBE must perform at least the same amount of work as the original UDBE under the contract to the extent needed to meet the UDBE goal.

The substitute UDBE must be certified as a DBE at the time of request for substitution.

The Agency does not pay for work or material unless it is performed or supplied by the listed UDBE, unless the UDBE is terminated in accordance with this section.

5-1.08 SUBCONTRACTING

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City of Colfax may exercise the remedies provided under Pub Cont Code § 4110. The City of Colfax may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.
Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

5-1.09 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.10 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.11 PARTNERING -- The City of Colfax will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the City of Colfax and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator, and of the expenses for obtaining the workshop site. The State's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

5-1.12 QUALITY ASSURANCE -- The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. You may examine the records and reports of tests the Agency performs if they are available at the job site. Schedule work to allow time for QAP..

5-1.13 DIFFERING SITE CONDITIONS

a. Contractor's Notification

Promptly notify the Agency's Engineer if you find either of the following conditions:

1. Physical conditions differing materially from either of the following:

   - Contract documents
   - Job site examination

2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract

Include details explaining the information you relied on and the material differences you discovered.

If you fail to promptly notify the Engineer, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

b. Engineer's Investigation and Decision

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work

2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both

5-1.14 TITLE VI ASSURANCES – During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

(1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

5-1.15 RAILROAD RIGHT-OF-ENTRY PERMIT -- Part of the project area is within the Union Pacific Railroad (UPRR) right-of-way and work will occur within twenty-five (25) feet of active railroad tracks. The existing rail facilities will be in operation throughout the execution of this contract. The Contractor shall schedule and conduct the work so as not to interfere with UPRR operation and maintenance.

The City of Colfax will obtain a primary Right-of-Entry Agreement from UPRR. UPRR requires that, if a Contractor is employed by the Licensee (City) to perform any of the agreed to activities under the Right of Entry Agreement, the Contractor will complete and return the Contractor's Endorsement Form along with an Administrative Fee determined by UPRR and a copy of their General Liability Insurance certificate meeting the specified coverages as shown in the License Agreement. A Railroad Protective Liability Insurance policy has been obtained by the City.

For work within 25-feet of an active rail, UPRR requires a flagger during construction. It is the Contractors responsibility to coordinate with UPRR. Cost of flagging or any other UPRR incurred expenses during construction shall be the Contractor's responsibility and is assumed included in the other bid items listed and no additional compensation will be allowed therefore.

Should a conflict occur between the Special Provisions and/or Plans and the requirements included in the Right-of-Entry Agreement, the requirements within the agreement shall govern. The Contractor shall abide by all terms and conditions of the agreement during the prosecution of the work. The cost of complying with any and all Railroad Right-of-Entry Agreement requirements included in the permit (s) shall be the Contractor's responsibility and is assumed included in the other bid items listed and no additional compensation will be allowed therefore.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

MONTHLY DBE TRUCKING VERIFICATION

CP-CEM-2404(F) (NEW 12/99)

CONTRACT NO.	MONTH	YEAR

Truck Owner	DBE Cert. No.	Company Name and Address	Truck No.	California Hwy. Patrol CA No.	Commission Or Amount Paid*	Date Paid	Lease Arrangement (√ if applicable)
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
				TOTAL AMOUNT PAID	$		

PRIME CONTRACTOR	BUSINESS ADDRESS	BUSINESS PHONE NO.

* *Upon request all Lease Agreements shall be made available, in accordance with the Special Provisions.*

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE	TITLE	DATE

CEM-2404F (NEW 12/99)

COPY DISTRIBUTION: ORIGINAL - RESIDENT ENGINEER

Form CP-CEM 2404 (F)(NEW 12/99)
MONTHLY DBE TRUCKING VERIFFICATION

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.

The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of nonDBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the Special Provisions Section 5-1.7.
Payment information is derived using the following:
1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
2.) 100% for the trucking services provided by the trucks leased from other DBE firms.
3.) The fee or commission paid to nonDBEs for the lease of trucks. The Prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of the form is a space to put the name of the "Prime Contractor," their "Business Address" and their "Business Phone No."

At the bottom of the form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete.

SECTION 6. (BLANK)

SECTION 7. (BLANK)

SECTION 8. (BLANK)

SECTION 9. (BLANK)

SECTION 10. (BLANK)

SECTION 11. (BLANK)

SECTION 12. (BLANK)

SECTION 13. RELATIONS WITH RAILROAD

This project includes work performed on Union Pacific Railroad (UPRR) property and within 25 feet of active railroad tracks. The City will maintain an encroachment agreement with UPRR during the period of construction for this project. The Contractor will conform to all requirements of UPRR and the Special Provisions in Section 5.

SECTION 14.

FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS (Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract

VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor

shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the

full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and

trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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, and 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 Federal 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MIONORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8

179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	 19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	 11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	 16.9 18.2

For each July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

FEDERAL REQUIREMENT TRAINING SPECIAL PROVISION. -- As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training to develop full journeymen in the types of trades or job classification involved.

The goal for the number of trainees or apprentices to be trained under the requirements of this special provision will be __0__.

In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees or apprentices are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of trainees or apprentices in each occupation shall be in their first year of apprenticeship or training.

The number of trainees or apprentices shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing work, the Contractor shall submit to the Department for approval the number of trainees or apprentices to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee or apprentice employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees or apprentices as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority and women trainees or apprentices (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees or apprentices) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee or apprentice in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by both the Department and the Federal Highway Administration. The Department and the Federal Highway Administration will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee or apprentice for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with the State of California, Department of Industrial Relations, Division of Apprenticeship Standards recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some

offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training. Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein.

This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees or apprentices are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or apprentice or pays the trainee's or apprentice's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee or apprentice as a journeyman, is caused by the

Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee or apprentice will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees or apprentices be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees or apprentices specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Only trainees or apprentices registered in a program approved by the State of California's State Administrator of Apprenticeship may be employed on the project and said trainees or apprentices shall be paid the standard wage specified under the regulations of the craft or trade at which they are employed.

The Contractor shall furnish the trainee or apprentice a copy of the program he will follow in providing the training. The Contractor shall provide each trainee or apprentice with a certification showing the type and length of training satisfactorily completed. The Contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

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TECHNICAL PROVISIONS

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION: This section covers a summary of the work and requirements supplementary to those of the conditions of the contract and other sections of the specifications.

1.02 GENERAL DESCRIPTION OF WORK: The work generally consists of the construction of new curb, gutter and sidewalk across the existing railroad tracks on Grass Valley Street, construction of a curbed median to each side of the tracks, construction of an ADA corner ramp, construction of approximately 50 feet of drainage pipe and inlet, removal and repaving of the roadway surface, and signing and striping within the project roadway. The work further entails placement of stamped colored asphalt crosswalks and stamped colored concrete between curb and sidewalk.

1.03 OWNER SUPPLIED ITEMS (NOT USED)

1.04 CONTRACTOR USE OF SITE AND PREMISES

A. Limit use of site and premises to allow Owner occupancy and Work by other Contractors. The Contractor shall cooperate fully with the Owner and other Contractors to provide continued access to their respective work sites. The Contractor's failure to do so shall not constitute the basis for delay claims by the Contractor.

1.05 ANTICIPATED CONCURRENT WORK

A. Union Pacific Railroad may be working concurrently to install or relocate rail guard arms and flashers. Contractor shall coordinate work with UP construction work.

B. The City may be constructing underground electrical and telecommunications services on Grass Valley Street west of the railroad tracks to north of the alley behind Main Street. The work involves trenching of the Contractor shall coordinate work with the undergrounding contractor as necessary.

1.06 PRECONSTRUCTION CONFERENCE

A. Refer to Section 01040 for required attendees. Scheduling and location of the Pre-Construction Conference shall be confirmed with the Owner no more than five (5) days after the Notice to Proceed. The Contractor may request that the Pre-Construction Conference be held prior to the Notice to Proceed but after the Bid Opening at the Contractor's risk.

1.07 ACCESS FOR OPERATING PERSONNEL

A. The Contractor's attention is drawn to the fact that during the course of the work of this Contract, adjacent existing facilities will be used and maintained by the City or other agencies' personnel. The Contractor shall coordinate its work in such a way as to interfere as little as possible with the routine work of existing facilities except in direct pursuit of the work of this Contract and as favorably reviewed by the Construction Manager. The Contractor shall provide safe access at all times to all existing facilities for operating personnel and equipment.

END OF SECTION

SECTION 01014

PROTECTION OF THE ENVIRONMENT

PART 1 - GENERAL

1.01 GENERAL

A. The Contractor shall maintain all work areas within and outside the project boundaries free from environmental pollution that would be in violation to any federal, state, or local regulations.

1.02 PHASE II ENVIRONMENTAL ASSESSMENT

A. The City has completed a Phase II Environmental Assessment of the soil near the railroad crossing. As complete copy of the study is available at City Hall.

B. The Assessment detected elevated total lead concentrations from 7 to 220 mg/kg. The lead concentrations neither exceed the Total Threshold Limit Concentration (1000 mg/kg), nor the California Human Health Screening Level for commercial/industrial soil (320 mg/kg).

C. Soluble lead concentrations by Title 22 Waste Extraction Test (WET; citrate extractant) in some soil samples exceed the Soluble Threshold Limit Concentration (STLC; 5 mg/L), indicating that the soil would be classified as hazardous waste if it were to be disposed at a landfill.

D. Soluble lead concentrations were detected above the STLC (exceeded hazardous waste thresholds) at the location of the abandoned rail lines to be removed. The abandoned lines cross Grass Valley Street from north to south at a location 20 to 60 feet west of the UPRR Mainline.

E. Excavation of earth material containing lead from the vicinity of the abandoned rail lines may cause it to be classified as a hazardous waste, and may require its disposal at an off-site solid waste facility. If the soil is to be excavated, the excavated soil would need to be stockpiled at the site for additional characterization prior to offhaul, with appropriate erosion control and dust control measures to protect the stockpile.

F. The Geotechnical Firm, Holdrege & Kull (H&K), that prepared the Phase II Report recommends that this soil be managed in place without excavation. Soil that contains elevated lead concentrations (including those above hazardous waste classification thresholds) would not necessarily be classified as a waste if appropriately managed on site. Management may include leaving the material in place; or scarifying, moisture conditioning and recompacting in place. Provided that the soil represented by these samples is scarified and recompacted in place, H&K does not anticipate that further characterization would be required.

G. According to the United States Department of Labor, Occupational Safety & Health Administration (OSHA) Code of Federal Regulations (CFR) Title 29, Section 1926.62(c)(1), an employer shall assure that no employee is exposed to lead at concentrations greater than 50 micrograms per cubic meter of air (ug/m3) averaged over an 8-hour period. These regulations should be taken into consideration by the City of Colfax and any contractors and subcontractors during the construction of the proposed improvements.

H. Pursuant to California Code of Regulations (CCR) Title 8, Section 1532.1, the contractor performing the work is required to prepare a lead compliance plan and perform lead awareness training. Special Provisions Section 1561 is provided to address these requirements.

PART 2 - PROTECTION OF THE ENVIRONMENT

2.01 WATERWAYS The Contractor shall observe the rules and regulations of Placer County, the State of California and agencies of the United States government prohibiting the pollution of stream or river waters by the dumping of any refuse, rubbish, or debris therein.

2.02 AIR QUALITY

A. Air pollution due to construction operations shall be minimized by wetting down bare soils during windy periods, use of properly operating combustion emission control devices on construction vehicles and equipment used by contractors, and by shutting down motorized equipment not actually in use.

B. Trash burning will not be permitted on the construction site.

C. If temporary heating devices are necessary for protection of the work, such devices shall be of an approved type that will not cause pollution of the air.

2.03 CONSTRUCTION NOISE

A. The Contractor shall conduct all work, using appropriate construction methods and equipment, and furnish and install acoustical barriers, all as necessary so that no noise emanating from the process or any related tool or equipment will exceed legal noise levels. Contractor shall have machinery equipped with mufflers that meet the provisions of the State Resources Code and the Vehicle Code.

2.04 NIGHTTIME, WEEKEND AND HOLIDAY WORK

A. If the Contractor desires to perform any work between the hours of 6:00 p.m. and 7:00 a.m. or during weekends or federal holidays, Contractor shall obtain all necessary permits from the appropriate agencies and make all necessary arrangements prior to commencing. The Contractor shall be responsible for all overtime costs for City staff during these work hours.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 ADMINISTRATIVE SUBMITTALS

A. Schedule of Values: Submit schedule on a form acceptable to the Owner's Representative.

B. Schedule of Estimated Progress Payments:

1. Submit with initially acceptable schedule of values.
2. Submit adjustments thereto upon request by the Owner's Representative.

C. Application for Payment: In accordance with Article 14.02 of the General Conditions and as specified herein.

1. Final Application for Payment: As specified in Article 14.07 of the General Conditions and as specified herein.

1.02 SCHEDULE OF VALUES

A. Reference Section 01301, Schedule of Values.

B. Format:

1. Reflect schedule of values format included in conformed Proposal, specified allowances, and alternates. Provide separate value for each item or task on the progress schedule.
2. An unbalanced or front-end loaded schedule will not be acceptable.
3. List separately such items as Bonds and insurance premiums, mobilization, demobilization and contract closeout, facility startup, and other appropriate Division 1 activities.
4. Include proportional amount of Contractor's overhead and profit in each line item.
5. List separately an item for monthly schedule update.

1.03 SCHEDULE OF ESTIMATED PROGRESS PAYMENTS

A. Show estimated payment requests throughout Contract Times and aggregating initial Contract Price.

B. Base estimated progress payments on initially acceptable progress schedule. Adjust to reflect subsequent adjustments in progress schedule and Contract Price as reflected by modifications to the Contract Documents.

C. Submit adjusted payment schedule with each Application for Payment.

1.04 APPLICATION FOR PAYMENT

A. Reference Article 14 of the General Conditions.

B. Transmittal Summary Form:

1. Provided by Owner's Representative.
2. Attach one Summary Form with each detailed Application for Payment for each schedule.
3. Include Request for Payment of Materials and Equipment on Hand as applicable.
4. Execute certification by authorized officer of Contractor.

C. Use detailed Application for Payment Form suitable to Owner's Representative.

1. Provide separate form for each schedule as applicable.

2. Include accepted schedule of values for each schedule or portion of Work, the unit price breakdown for Work to be paid on unit price basis, a listing of Owner-selected equipment, if applicable, and allowances, as appropriate.

3. Form(s) to conform to the examples furnished by Owner's Representative for Lump Sum Work and materials on hand.

D. Preparation:

1. Round values to nearest dollar.

2. List each Change Order and Written Amendment executed prior to date of submission as separate line item. Totals to equal those shown on the Summary Sheet for each schedule as applicable.

3. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form, a listing of materials on hand, and such supporting data as may be requested by Owner's Representative.

1.05 MEASUREMENT-GENERAL

A. Weighing, measuring, and metering devices used to measure quantity of materials for Work shall be suitable for purpose intended and conform to tolerances and specifications as specified in National Institute of Standards and Technology, Handbook 44.

1.05 PAYMENT

A. General: See General Conditions, Article 14.

B. Payment for all Work shown or specified in the Contract Documents is included in the Contract Price. No measurement or payment will be made for individual items.

1.06 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for following:

1. Loading, hauling, and disposing of rejected material.

2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.

3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provisions of Contract Documents.

4. Material not unloaded from transporting vehicle.

5. Defective Work not accepted by Owner.

6. Material remaining on hand after completion of Work.

1.07 FINAL APPLICATION FOR PAYMENT

A. Reference Article 14.07 of the General Conditions, Section 01700, Contract Closeout, and as may otherwise be required in Contract Documents.

B. Prior to submitting final application, make acceptable delivery of required documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 BID ITEMS

A. The Bid Amounts for each Bid Item will be used for comparative bid analysis. The Bid amounts will also form the basis of monthly progress payments. Each Lump Sum bid amount will undergo further breakdown as described later in this section. Unit prices for any unit price bid items will be the basis for monthly progress payment determinations and for any changes related to that Work Item.

B. The bid item for sheeting, shoring, and bracing shall demonstrate the Contractor's compliance with the California Labor Code relating to the price for sheeting, shoring, and bracing of excavations.

C. Bid items are not intended to be exclusive descriptions of work categories and the Contractor shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item (work phase) as shown and specified.

D. All bid item work shall conform to the construction plans, these specifications, Caltrans Specifications, and manufacturer's recommendation as required or appropriate.

E. All bid items shall include all miscellaneous items of work as shown and specified, but not otherwise specifically included in any other bid item in this contract.

F. BID ITEM 1. Mobilization and Demobilization

1. This bid item shall not exceed 5 percent of total bid price and shall include payment for obtaining all bonds, all Contractor acquired permits, licenses, agreements, certifications, notices of intent, and temporary easements; moving onto the site of all equipment, materials and staff including set up of Contractor's staging area/yard; furnishing and erecting all needed construction facilities, fencing, project signage, project security, demobilization, and all work as required for the proper performance and completion of the project, including preconstruction photographs, video recording of surface features, progress schedules and reports, contract meetings, and record drawings.

2. Mobilization shall include preparation of a lead compliance plan and perform lead awareness training. Special Provisions Section 1561 is provided to address these requirements

3. The Contractor may request payment for mobilization up to 75% of the amount for this bide item. The remaining retention for mobilization may be included for payment in the last progress payment.

4. This bid item shall exclude the cost of Railroad Liability Insurance and the cost, time and labor to obtain necessary right-of-entry permits with the Union Pacific Railroad.

5. Payment shall be "Lump Sum" for all that which is necessary for this item.

G. BID ITEM 2. Railroad Right-of-Entry Permit, Insurance and Flagging

1. This bid item includes payment for obtaining any necessary right-of-entry permits, railroad liability insurance, and railroad flagging costs required by Union Pacific Railroad. The bid item further include any other costs imposed on the Contractor by Union Pacific Railroad.

2. Payment shall be "Lump Sum" for all that which is necessary for this item.

H. BID ITEMS 3. Traffic Control

1. This bid item includes payment for all work, equipment and materials necessary to provide traffic control for completion of the entire project. No measurement will be made and shall be full compensation for submittals; furnishing detailed traffic control plans approved by the Owner, the City of Colfax, Placer County, Union Pacific Railroad and Caltrans as necessary. The bid item further includes barricades, lighted arrow boards, signs, detours, lighting, pedestrian and traffic ramps, temporary striping and pavement markers, temporary traffic signal detection if required, and all incidentals necessary for worker, pedestrian and traffic protection.

2. Payment shall be "Lump Sum" for all that which is necessary for this item.

I. BID ITEM 4. Water Pollution Control Plan and Implementation

1. The work under this contract item shall include the preparation of a Water Pollution Control Plan in conformance with all legal requirements and these specifications. The work shall further include implementation, maintenance and removal of the measures required to conform to the approved Water Pollution Control Plan.

2. Payment shall be "Lump Sum" for all that which is necessary for this item.

J. BID ITEM 5. Construct Concrete Curb and Gutter

1. This bid item includes payment for all work, equipment and materials necessary for constructing or replacing concrete curb and gutter. Work further includes saw cutting, demolition, excavation, disposal, aggregate base, compaction, form and forming, concrete placement, flow testing and protection of work.

2. Measured quantity shall exclude the length of driveway which are provided for as a separate bid item.

3. Payment shall be per Linear Foot (LF) of curb and gutter placed.

K. BID ITEM 6. Construct Concrete Sidewalk

1. This bid item includes payment for all work, equipment and materials necessary for constructing and replacing sidewalk, whether separated or monolithic with curb and gutter. Work further includes saw cutting, demolition, excavation, disposal, aggregate base, compaction, form and forming, raising/lowering utility boxes, concrete placement and protection of work.

2. This work excludes labor, equipment and materials necessary to place ADA detectable warning surface within concrete work.

3. Payment shall be per Square Foot (SF) of sidewalk placed.

L. BID ITEM 7. Construct Commercial Driveway (including Sidewalk)

1. This bid item includes payment for all work, equipment and materials necessary for constructing and replacing commercial driveways. Work further includes saw cutting, demolition, excavation, disposal, aggregate base, compaction, form and forming, reinforcement, raising/lowering utility boxes, concrete placement and protection of work.

2. The bid item further includes excavation and re-contouring private parking lot pavement approaches to match new driveway

3. Payment shall be per Square Foot (SF) of driveway placed. Measurement shall not include area of asphalt placed for contouring which shall be included in the driveway area.

M. BID ITEM 8. Construct Type C Corner Ramp

1. This bid item includes payment for all work, equipment and materials necessary to demolish existing concrete corners and construct new ADA compliance Type C Corner ramps. Work further includes saw cutting, excavation, disposal, aggregate base, compaction, form and forming, raising/lowering utility boxes, concrete placement and protection of work.

2. This work excludes work, equipment and materials necessary to place ADA detectable warning surface within concrete work.

3. Payment shall be per Each (EA) of corner ramps placed.

N. BID ITEM 9. Install ADA Detectable Warning Surface

1. This bid item includes payment for all work, equipment and materials necessary to install ADA detectable warning surfaces within or on top of existing or new concrete per manufacturer's recommendations. The work further includes glue, securing fasteners, etc. as required by the manufacturer.

2. Payment shall be per Each (EA) of panel placed. Placement of two or more panels side by side shall constitute separate panel installations for the purposes of payment quantity.

O. BID ITEM 10. Place and Compact Soil between Curb and Sidewalk

1. This bid item includes payment for all work, equipment and materials necessary for placement of soil between the separation of curb and sidewalk. The work further include demolition, excavation, disposal, raising/lowering utility boxes, soil import, placement and compaction.

2. Payment shall be "Lump Sum" for all that which is necessary for this item.

P. BID ITEM 11. Construct Storm Drainage Facilities

1. This bid item includes payment for all work, equipment and materials necessary for constructing reinforced concrete pipe and curbside drainage inlet. Work further includes saw cutting, demolition, excavation, disposal, aggregate base, backfill, compaction, connecting to existing drainage facilities, grout, and concrete.

2. All work shall be in accordance with the Standard Specifications and Standard Plans and these Technical Provisions.

3. Payment shall be “Lump Sum” for all that which is necessary for this item.

Q. BID ITEMS 12. Road Dig-out

1. These bid items includes payment for all work equipment and materials necessary replace roadway base and sub-base as provided on the plans. Work further includes saw cutting, grinding, demolition, excavation, disposal, aggregate base, compaction and asphalt placement.

2. Payment shall be per Square Foot (SF) of dig-outs performed.

R. BID ITEM 13. Asphalt Grinding

1. This bid item includes payment for all work, equipment and materials necessary for cold planning (grinding) asphalt roadway surfaces. The work further includes protection of property, sweeping, hauling, disposal, recycling of grindings, placement of temporary measured for traffic, bicycle and pedestrian safety and protecting/lowering of manholes, valve and other boxes as necessary.

2. Contractor shall, as necessary, locate the limit of the concrete base within the intersection of Main Street and Grass Valley. It is the Contractor’s responsibility to protect the concrete based from damage due to its operation.

3. Payment shall be per Square Foot (SF) of grinding performed.

S. BID ITEM 14 & 15: ½” Type A PG 64-16 HMAC Leveling Course and ½” PG 64-16 RHMA Final Course

1. This bid item includes payment for all work, equipment and materials necessary to resurface the roadway with asphalt per the plans and specifications. The work further includes surface preparation, cleaning, sweeping, placement of asphalt binder, hauling, spreading and rolling, and installation of temporary traffic markings and controls.

2. Payment shall be per TON of asphalt placed.

T. BID ITEMS 16. Install Pedestrian Barrier

1. These bid items include payment for all work, equipment and materials necessary to install pedestrian barriers The work further includes surface preparation, forming and placing concrete bases, drilling bolts, assembling, painting and finishing barrier.

2. Payment shall be “Lump Sum” for all that which is necessary for this item.

U. BID ITEM 17. Install Signs, Posts and Markers

1. This bid item includes payment for all work, equipment and materials necessary to install roadside signs and other signage per the construction plans. The work further includes augering, concrete, post material and placement, and sign installation.

2. This bid items further includes placement of retro-reflective hydrant marker at locations shown on construction plans.

3. Payment shall be “Lump Sum” for all that which is necessary for this item.

V. BID ITEM 18. Lane and Legend Thermostriping

1. This bid item includes payment for all work, equipment and materials necessary for all thermostriping to place lane striping and legends on the roadway per the construction plans. The work further includes surface cleaning, preplanning and marking for lane alignment and protection of work.

2. All lane locations shall be approved by City Inspector prior to placement.

3. Payment shall be “Lump Sum” for all that which is necessary for this item.

W. BID ITEM 19. 4” Parking Stripes

1. This bid item includes payment for all work, equipment and materials necessary to paint parking stall striping. Work further includes surface cleaning, preplanning and marking for parking stall alignment and protection of work.
2. All parking stall locations shall be approved by City Inspector prior to placement.
3. Payment shall be per Linear Foot (LF) for placement of 4" parking stripes.

X. BID ITEM 20. Curb Painting

1. This bid item includes payment for all work, equipment and materials necessary to paint the top and face of concrete curbs. Work further includes surface cleaning, preplanning and marking for color and location of paint and protection of work.
2. All curb painting locations shall be approved by City Inspector prior to placement.
3. Payment shall be per Linear Foot (LF) for placement of curb painted.

Y. ADDITIVE BID ITEM 1A. Excavation and Disposal of Tracks (Sheet 3, Add Alt. 2)

1. This bid item includes payment for all work, equipment and materials necessary for excavation and removal of railroad track near or underneath the surface of the roadway. Work further includes sawcutting, flame cutting, demolition, hauling, disposal, aggregate base, compaction, cut back and temporary striping.
2. Payment shall be "Lump Sum" for all that which is necessary for this item.

Z. ADDITIVE BID ITEM 2A. Install Stamped Colored Asphalt Crosswalk (Sheet 5, Add Alt. 1)

1. This bid item includes payment for all work, equipment and materials necessary to place brick pattern colored stamped asphalt crosswalk in the new asphalt paving per manufacturer's recommendations.
2. Color samples shall be provided to the City for review and approval.
3. Payment shall be per Square Foot (SF) for stamped asphalt completed.

AA. ADDITIVE BID ITEM 3A. Place Stamped Colored Concrete (Sheet 3, Add Alt. 2)

1. This bid item includes payment for all work, equipment and materials necessary for placing concrete in the same manner as concrete sidewalk and providing a brick stamped colored pattern to the concrete per manufacturer's recommendations. Work further includes excavation, grading, aggregate base, backfill, raising/lowering utility boxes, compaction and protection of the work.
2. Color samples shall be provided to the City for review and approval.
3. Payment shall be per Square Foot (SF) for placement of stamped concrete placed.

BB. ADDITIVE BID ITEM 4A. Replace HMAC Final Course with RHMA

1. This bid item includes payment for all work, equipment and materials necessary for placing Rubberized Hot Mix Asphalt (RHMA) per the Standard Specifications. The work further includes surface preparation, cleaning, sweeping, placement of tack coat, hauling, spreading and rolling, and installation of temporary traffic markings and controls.
2. PRICE IN BID SCHEDULE: The Unit Price to be paid for this item of work shall be the incremental added cost to switch from Hot Mix Asphalt (HMA), in 3.01.S Bid Item 15, to RHMA.
3. PAYMENT METHOD: Payment to the Contractor for RHMA will be calculated by multiplying the actual tonnage of RHMA and recorded in Line Items 15 AND 4A and the Unit Price for each of those items. The total payment to the Contractor for RHMA will be the summation of Item Total for Bid Schedule Line Items 15 AND 4A.
4. Payment shall be per TON of asphalt placed.

3.02 ADJUSTMENT OF QUANTITY AND PAYMENT AMOUNT

A. The quantities shown in the bid schedule are for bid purposes only. Additive or deductive quantities of the work will be adjusted by the Owner's Representative. For lump sum items, payment for quantity

adjustments will be based on unit price breakdowns provided with the Schedule of Values. Final amount of payment will be adjusted based on actual quantity of work installed multiplied by the bid price for each bid item, or based on the unit price breakdowns provided with the Schedule of Values.

END OF SECTION

SECTION 01030

SPECIAL PROJECT CONSTRAINTS

PART 1 - GENERAL

1.01 GENERAL: The contractor is cautioned that all of the work generally involves construction on a major a major arterial roadway, as well as, next to and across a highly active railroad corridor.

A. The Contractor must maintain safe and efficient control of vehicle, bicycle and pedestrian traffic during regular working hours.

B. During off hours, the work area must be secured and cleaned to allow for full, safe and efficient movement of trains, vehicles, bicycles and pedestrian traffic.

C. At all time, the Contractor must aware of the train traffic to ensure the safety of workers and the public.

D. Under no circumstance will obstruction of train traffic be allowed without written approval of the Union Pacific Railroad.

E. Underground Services Alert (USA)

1. The Contractor shall notify the Construction Manager and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure.

2. A primary notification center is USA-Northern California: 800-227-2600

3. The City is not a member of the USA system and contact for the locations of City facilities including storm and sewer systems is to be made to the City at (530) 346-2313.

F. Union Pacific Railroad

1. The Contractor shall obtain all necessary permits and insurance to work around the Union Pacific Railroad Tracks.

2. The City has agreements for UP for this work. The agreement and contractor stipulations are provided in the Appendix T-A of these specifications.

3. The Contractor shall work directly with Union Pacific in the coordination of construction and flagging that UP may require.

1.02 SUBMITTALS

A. All submittals shall be done in accordance with Section 01300, Submittals. The submittals included in this Section 01030 are:

1. Plan for stockpiling and/or disposal of excavated materials

2. Roadway closure schedule

3. Traffic control plan.

1.03 SPECIFIC SEQUENCE AND CONSTRAINTS

A. Concrete work within twenty feet of the rail guards and warning flasher devised shall be complete after the rail guards are relocated or moved by Union Pacific Railroad. If UPRR provides conduit stubs for future installation of the equipment then Contractor may complete concrete work with approval of the Engineer and UPRR.

B. July 3rd Parade and Celebration

1. No construction will be allowed on July 3,' 2015.

2. The City will conduct a parade on July 3 and downtown celebration on July 3rd. The contractor is required to secure all trenches, provide safe pedestrian pathways across the railroad tracks, and remove all construction equipment and materials within the public right-of-way by end of day, July 1st.

3. The streets shall be swept clean and be free of debris by end of day July 2nd.

1.04 CONSTRUCTION PERIOD

A. City roadways are impacted by heavy traffic when school is in session.

B. Construction work causing traffic delays or rerouting shall be performed between June 8 and August 7, 2015.

C. Any work prior to and after the above dates will not be allowed without prior written approval. Construction times shall be limited between 9AM and 2PM. Exceptions may be allowed for work that does not interfere with the regular flow of traffic.

1.05 TRAFFIC CONTROL

A. The Contractor shall maintain steady traffic across the railroad track at all time. Traffic control shall not cause vehicles to stop on tracks.

B. During full closure of the street and intersection, traffic may be routed onto State Route 174 to North Main Street to Depot Street and to Grass Valley Street; and the reverse for the opposing traffic.

C. The Contractor shall obtain all necessary permit for traffic control measures on Caltrans controlled State Highways, Routes, bridges and on/off ramps. The facility may include, but may not be limited to,

1. State Route 174

2. Intersections

(a) South Auburn & SR 174

(b) I-80 Overpass & South Auburn

(c) I-80 Overpass & South Canyon

(d) I-80 on/off ramps & South Auburn

D. Signing shall be provided to direct the public to downtown and parking within the business district during traffic rerouting.

E. Work is schedule to be completed during school break between June 8 and August 11, 2015. Contractor will be allowed to fully close Grass Valley Street and the intersection at Main Street and Grass Valley under the following circumstances.

1. The roadway and intersection may be fully closed during working hours while roadway paving occurs. This includes placement of pavement fabric and asphalt.

2. A detailed traffic control plan shall be approved in writing to route traffic safely around the work area.

3. The roadway and intersection shall be fully open during non-work hours.

4. Full closure will not be allowed for sidewalk, drainage or other work.

F. The Contractor will be allowed to partially close the roadway and intersection under the following circumstances.

1. Half of the roadway and/or intersection may be closed as necessary to safely complete all other work not allowing full closure.

2. A detailed traffic control plan shall be approved in writing to manage traffic through the partial closure or partially reroute traffic around the work area.

3. The roadway and intersection shall be fully open during non-work hours.

PART 2 - PRODUCTS

2.01 STORAGE OF MATERIALS AND EQUIPMENT

A. No public or private property adjacent to the site shall be used for storage or disposal of the Contractor's equipment and materials, and excess excavated material, unless prior written approval is obtained from the legal owner.

PART 3 - EXECUTION

3.01 CONVENIENCE AND ACCESS

A. The Contractor shall conduct the operation so as to cause minimum obstruction or inconvenience to City staff, community and businesses. People must be able to access business buildings at all times.

B. The Contractor shall provide clear unobstructed access to all fire hydrants at all times.

C. The Contractor shall cooperate with the collection and removal of trash and garbage and coordinate as necessary with the local waste disposal company as necessary. Contact (530) 885-3735 for such coordination.

END OF SECTION

SECTION 01040

COORDINATION

PART 1 - GENERAL

1.01 SUBMITTALS

A. Photographs and other records of examination, as required herein.

1.02 OTHER WORK

A. Coordination of Owner's Work by Others: Reference Article 7.02 of the General Conditions and Section 01010 for coordination of Owner's work by others, if any, and coordinate Contractor's Work with Owner or Owner's designated coordinator.

1.03 PROJECT MEETINGS

A. General:

1. Owner: Schedule physical arrangements for meetings throughout progress of Work, prepare meeting agenda with Contractor input and distribute with written notice of each meeting, preside at meetings, record minutes to include significant proceedings and decisions, and reproduce and distribute copies of minutes within 7 days after each meeting to participants and parties affected by meeting decisions.

2. Representatives of Owner, Contractor, and Subcontractors shall attend meetings, as needed, or as requested by Owner.

B. Preconstruction Conference:

1. As set forth in Section 01010, Summary of Work, a preconstruction conference will be held at City Hall.

2. Attendees may include but not be limited to:

(a) Owner's representatives.

(b) Contractor's office representative.

(c) Contractor's resident superintendent.

(d) Contractor's quality control representative.

(e) Contractor’s safety program representative.

(f) Subcontractors' representatives whom Contractor may desire or Owner may request to attend.

(g) Utility agencies’ representatives (as required)

(h) Others as appropriate.

C. Progress Meetings:

1. Owner will schedule regular progress meetings at City Hall or at a location of the Owner’s choice, conducted weekly or as needed to review Work progress, progress schedule, Submittals submissions schedule, Application for Payment, contract modifications, and other matters needing discussion and resolution.

2. Attendees will include:

(a) Owner's representative(s).

(b) Contractor, and appropriate Subcontractors and Suppliers.

(c) Others as appropriate.

D. Quality Control and Coordination Meeting(s):

1. Scheduled by Owner on regular basis and as necessary to review test and inspection reports, and other matters relating to quality control of Work and work of other contractors.

2. Attendees will include Owner's Representatives, Contractor, Contractor's designated quality control representative, selected Subcontractors and Suppliers, and other equipment item suppliers.

E. Preinstallation Meetings:

1. When required, or as called out in individual Specification sections, convene at site prior to commencing Work of that section.

2. Require attendance of entities directly affecting, or affected by, Work of that section.

3. Notify Owner's Representative four (4) days in advance of meeting date.

4. Provide suggested agenda to Owner's Representative to include reviewing conditions of installation, preparation and installation or application procedures, and coordination with related Work and work of others.

F. Other Meetings: In accordance with Contract Documents and as may be required by Owner.

1.04 SEQUENCE OF WORK

A. Include the Milestones and sequences of Work specified herein as a part of the progress schedule required under Section 01310, PROGRESS SCHEDULES.

B. Perform Work continuously during critical connections and changeovers, and as required to prevent interruption of Owner's operations.

C. Coordinate proposed Work with the Owner's facility operations personnel before effecting unit shutdowns. Under no circumstances cease Work at the end of a normal working day if such actions may inadvertently cause a cessation of any facility operating process, in which case, remain onsite until necessary repairs are complete.

D. Do not close lines, divert flow, or take other action which would affect the operation of existing systems, except as specifically required by the Contract Documents and after approval of Owner. Such actions will be considered by Owner upon 48 hours written notice to Owner unless otherwise specified.

1.05 ADJACENT FACILITIES AND PROPERTIES

A. Examination:

1. After Effective Date of the Agreement and before Work at site is started, Contractor and Owner shall make thorough examination of pre-existing conditions including existing buildings, structures, pipelines, and other improvements in vicinity of Work, as applicable, which might be impacted or potentially damaged by construction operations.

2. Contractor shall take two (2) sets of photographs and videotape preexisting conditions prior to the start of the work. One set of photographs and videotape shall be given to the Owner. Periodic reexamination shall be jointly performed to include, but not limited to, cracks in structures, settlement, heaping, leakage, and similar conditions. Include public roads and improvements to adjacent private property as part of preexisting condition documentation.

3. Record observations for signature of Owner's Representative and Contractor.

B. Documentation:

1. Submit two copies of photographs, videotapes and other records documenting examination for Owner's Representative's signature. Owner's Representative will review, sign, and return one record copy of every observation document and photograph to Contractor to be kept on file in Contractor's field office as site records.

2. These observations and photographs and videotapes are intended for use as indisputable evidence in ascertaining whether and to what extent damage occurred as a result of Contractor's operations, and are for protection of Contractor and Owner.

1.06 OWNER'S OCCUPANCY

A. Owner will occupy the premises during the entire period of construction for the conduct of its normal operations. Cooperate with Owner in all construction operations to minimize conflict and to facilitate Owner usage.

1.07 RELOCATION OF EXISTING FACILITIES

A. The Contractor shall take adequate measures to insure that his operations do not harm any existing underground facilities not specifically mentioned or shown on the Plans.

B. The Contractor is required to hand excavate a minimum of two (2) feet each side of any existing utility prior to the use of power excavating equipment.

C. Relocation of services conveying hazardous or toxic materials shall comply with all regulatory requirements for handling of these materials including, but not limited to, requirements of OSHA, PSM, EPA, AQMD, and UFC.

D. Any relocation of water services or water mains shall be coordinated with the Placer County Water Agency (PCWA) at the beginning of the project. PCWA may require relocations to be self (PCWA) performed.

1.08 PHYSICAL CONDITIONS

A. Exercise reasonable care to verify locations of existing subsurface structures and underground facilities, proceeding in accordance with Article 4 of the General Conditions.

B. Thoroughly check immediate and adjacent areas subject to excavation by visual examination (and by electronic metal and pipe detection equipment, as necessary) for indications of subsurface structures and underground facilities.

C. Make exploratory excavations where existing Underground Facilities or structures may potentially conflict with proposed Underground Facilities or structures. Conduct exploratory excavations in presence of Owner’s Representative and sufficiently ahead of construction to avoid possible delays to Contractor's Work.

1.09 REFERENCE POINTS AND SURVEYS

A. Location and elevation of bench marks, as applicable, are shown on Drawings.

B. Dimensions for lines and elevations for grades of structures, appurtenances, and utilities are indicated on Drawings, together with other pertinent information required for laying out Work. If conditions vary from those indicated, notify Owner immediately, who will make minor adjustments required.

C. Owner’s Representative may perform checks to verify accuracy of Contractor's layout Work and that completed Work complies with Contract Documents.

D. Any existing survey points or other control markers destroyed without proper authorization shall be replaced by owner of the survey points or control markers at the Contractor's expense.

E. Contractor's Responsibilities:

1. Provide survey and layout as required.

2. Locate and protect reference points prior to starting Work at site.

3. Check and establish exact location of existing facilities prior to construction of new facilities and any connections thereto.

4. In event of discrepancy in data provided by Owner, request clarification before proceeding with Work.

5. Preserve and leave undisturbed control staking until Owner has completed checks it deems necessary.
6. Re-establish reference points resulting from destruction by Contractor's operations.
7. Retain professional land surveyor or civil engineer registered in California who shall perform or supervise engineering surveying necessary for additional construction staking and layout.
8. Maintain complete accurate log of survey Work as it progresses as a Record Document.
9. Submit documentation, as requested.
10. Provide competent employee(s), tools, stakes, and other equipment and materials as Owner may require to:
    (a) Check layout, survey, and measurement Work performed by others.
    (b) Measure quantities for payment purposes.
    (c) Cooperate with Owner so that checking and measuring may be accomplished with least interference to Contractor's operations.

1.10 SPILLS, OVERFLOWS, LEAKS, ILLEGAL DISCHARGES

A. If an overflow, spill, discharge, or leak occurs due to the Contractor's operations or neglect, and any fine is levied against the Owner, the fine shall be considered direct damages caused by the Contractor. Further, if the Contractor exceeds his allotted time for any shutdown or bypass, and the Owner is thereby required to expend additional time and expenses to maintain compliance with plant discharge requirements or inspect the Contractor's work, the Contractor shall be solely liable for all such extra costs. The Contractor shall be responsible for the clean up of any spills caused by his operation.

B. The above requirements shall be distributed, and be applicable, to all of the Contractor's Subcontractors working on the project site.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01060

SAFETY, REGULATORY REQUIREMENTS, AND PERMITS

PART 1 - GENERAL

1.01 CONTRACTOR'S RESPONSIBILITY FOR SAFETY

A. The Contractor shall at its own cost do whatever Work is necessary for safety and be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees) and property during the Contract period. This requirement shall apply continuously and not be limited to normal working hours.

B. The Contractor shall prepare a lead compliance plan and perform lead awareness training per Section 1561 of these Special Provisions.

1.02 FEDERAL, STATE, AND LOCAL SAFETY REQUIREMENTS

A. Safety provisions shall conform to the Federal and State Departments of Labor Occupational Safety and Health Act (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve Contractor from compliance with the obligations and penalties set forth therein.

1.03 SAFE ACCESS BY FEDERAL, STATE, AND LOCAL GOVERNMENT OFFICIALS

A. The Contractor shall at all times provide proper facilities for safe access to the Work by authorized government officials.

1.04 CONSTRUCTION SAFETY PROGRAM

A. Refer to General Conditions, Article 6.13.

1.05 TRENCH OR EXCAVATION SAFETY PLAN

A. Refer to General Conditions, Article 6.13.

1.06 CONFINED SPACES

A. The Contractor shall perform tests for the presence of combustible or dangerous gases and shall monitor oxygen and combustible gases levels with an approved device immediately prior to a worker entering a confined space and at intervals frequent enough to ensure a safe atmosphere during the time a worker is in such a structure. A record of such tests shall be kept at the jobsite. Post a permit at the entry point and conduct all such entries in conformance with Placer County policy.

1. Sources of ignition, including smoking, are prohibited within 50 feet of any confined space including manholes, lift stations, trenches and tanks.

(a) Note: Confined spaces for the purpose of this Section shall mean the interior of storm drains, sewers, vaults, drywells, utility pipelines, tunnels, manholes, reservoirs, and any other such structure which is similarly surrounded by confining surfaces so as to limit circulation of oxygen and/or permit the accumulation of dangerous gases or vapors, and has limited access or egress.

B. No employee shall be permitted to enter or remain within a confined space until such confined space is free of concentrations of harmful gases, and lack of oxygen, unless the employee is wearing suitable and approved respiratory equipment.

1. Confined spaces that contain or that have last been used as containers of toxic gases, light oils, hydrogen sulfide, corrosives, or poisonous substances, shall, in every case, be tested by means of approved devices or chemical analysis before being entered without wearing approved respiratory equipment.

2. When entering confined spaces, the Contractor's employees shall follow all applicable safety requirements, including the use of additional employees on watch outside the confined space, the use of a lever with a lifting range to a surface tripod, etc.

C. Before any Work is performed in a suspected confined space, a detailed procedure shall be submitted to the Engineer 14 days in advance of the Work. The Contractor shall follow as a minimum the provisions of the General Industry Safety Orders, Section 5156, Title 8, California Administrative Code.

1.07 MATERIAL SAFETY DATA SHEET (MSDS)

A. Refer to General Conditions, Article 6.14. Attention is directed to the provisions of General Industry Safety Orders, Section 5194, Title 8, California Administrative Code. The Contractor shall submit to the Engineer a Material Safety Data Sheet for each hazardous substance proposed to be used, ten days prior to the delivery of such material to the job site or use of such material at a manufacturing plant where the Engineer is to perform an inspection. Hazardous substance is defined as any substance included in the list (Director's List) of hazardous substances prepared by the Director, California Department of Industrial Relations, pursuant to Labor Code Section 6382.

1.08 LEAD COMPLIANCE PLAN AND AWARENESS TRAINING

A. Refer to Section 1561 of the Special Provisions.

1.09 CONTRACTOR'S RESPONSIBILITY FOR ENVIRONMENTAL PROTECTION

A. Refer to Section 01014, Protection of the Environment.

B. Coordination: Construction equipment/vehicle refueling and maintenance operations shall be performed only in designated areas that are either paved or lined and surrounded by protective dikes to provide sufficient volume to contain any spill.

C. A spill contingency plan shall be developed; upon detection of a spill or leak of construction material, oil, or fuels, clean up procedures shall be implemented. Adequate clean up equipment and supplies shall be kept onsite.

D. Emission controls shall be installed on applicable construction equipment, and idling of equipment shall be minimized.

E. Disturbed areas shall be watered whenever soil moisture conditions and weather conditions result in visible dust generation. Dirt stockpiles shall be covered. Dust producing activities shall be suspended during periods of high winds if dust control measures are unable to avoid visible dust plumes.

F. Equipment and manpower shall be available at all times during construction for watering of disturbed soil surfaces. Materials subject to wind dispersion shall be covered, as necessary, on a daily basis during site grading and leveling operations.

G. All construction vehicles and equipment shall be equipped with manufacturer approved muffler/baffles, as applicable.

H. In the event paleontological specimens (fossils) are uncovered during construction activities, the Contractor shall notify the Owner. All ground disturbing Work in the immediate vicinity of the discovery shall cease until the Owner completes an evaluation of significance and significant specimens are scientifically removed for appropriate study and curation. Refer to Section 01040.

PART 2 - PRODUCTS

2.01 SAFETY EQUIPMENT

A. The Contractor, as part of its safety program, shall maintain at its office or other well-known place at the jobsite, safety equipment applicable to the Work as prescribed by the governing safety authorities, all articles necessary for giving first-aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of any person who may be injured on the jobsite.

B. The Contractor shall do all Work necessary to protect the Owner's personnel and the general public from hazards. Barricades, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the public and the Work.

C. The performance of all Work and all completed construction, particularly with respect to ladders, platforms, structure openings, scaffolding, shoring, lagging, machinery guards and the like, shall be in accordance with the applicable governing safety authorities.

D. During construction, the Contractor shall construct and at all times maintain satisfactory and substantial temporary chain link fencing, solid fencing, railing, barricades or steel plates, as applicable at all openings, obstructions, or other hazards in floors, roofs, and walkways. All such barriers shall have adequate warning lights as necessary, or required, for safety.

E. The Contractor shall provide temporary lighting in all Work areas sufficient to maintain a lighting level during working hours not less than the lighting level required by California OSHA standards.

F. The Contractor shall provide workers with adequate personal protective equipment including ear protection in accordance with all applicable OSHA standards.

2.02 WARNING DEVICES AND BARRICADES

A. The Contractor shall adequately identify and guard all hazardous areas and conditions by visual warning devices and, where necessary, physical barriers. Such devices shall, as a minimum, conform to the requirements of Cal-OSHA.

2.03 HAZARDS IN PROTECTED AREAS

A. Excavations on sites shall be marked or guarded in a manner appropriate for the hazard.

2.04 ACCIDENT REPORTS

A. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner. In addition, the Contractor must promptly report in writing to the Owner all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the site, giving full details and statements of witnesses.

B. It shall be the responsibility of the Contractor to notify Federal and State Departments of Labor Occupational Safety and Health Act in accordance with applicable laws and regulations.

2.05 FIRE PREVENTION AND PROTECTION

A. The Contractor shall perform all Work in a fire-safe manner. The Contractor shall supply and maintain on the site adequate fire-fighting equipment capable or extinguishing incipient fires. The Contractor shall comply with applicable federal, local, and state fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

B. Sufficient number of fire extinguishers of the type and capacity required to protect the Work and ancillary facilities shall be provided in readily accessible locations.

2.06 USE OF EXPLOSIVES

A. Use of explosives is not allowed.

2.07 SITE SECURITY

A. The Contractor, where necessary to safeguard the Work and equipment, shall at its cost, employ licensed, uniformed security guards, physically capable of adequately patrolling the whole of the Work, who shall be at the site of the Work at all times, except during ordinary working hours, from the beginning to the date of acceptance of the Work.

2.08 CONTRACTOR TO SAFEGUARD EXISTING UTILITIES

A. The Contractor shall perform all Work, including excavation, dewatering, and demolition operations, in such a manner as to avoid damage to existing fire hydrants, power poles, lighting standards, and all other existing utilities, public or private.

2.09 PROTECTION OF PROPERTY

A. All public and private property, pavement or improvement, shall be safely guarded from injury or loss in connection with this contract by the Contractor at all times. Should any facility, structure, or property be damaged during operations of the Contractor, he shall immediately notify the proper owners or authorities.

The Contractor, at its own expense, shall rebuild, repair, restore, and make good, to the existing conditions, all injuries and damage resulting from its operations.

PART 3 - EXECUTION

3.01 PERMIT ACQUISITION

A. The City has a Public Highway At-Grade Crossing Improvement Agreement (UPRR Folder No. 2808-28) with Union Pacific Railroad Company. A copy of the Agreement is included in the Appendix T-A of these specifications. The Contractor shall obtain all necessary agreement, permits and insurance required the UP to complete the work under this contract.

B. Contractor shall apply for, obtain, and comply with all the terms, conditions, and requirements attached to all permits, bonds, and licenses required by any local, state, or federal agencies to perform work, construct, erect, test and start-up of any equipment or facility for this Contract. Where operating permits are required, the Contractor shall apply for and obtain such operating permits in the name of the City and provide the permit in an appropriate frame or file holder when the City accepts the equipment or facility for beneficial use. The Contractor shall give all notices necessary and incidental to the due and lawful prosecution of the Work.

C. Any permits, bonds, licenses, and fees therefore required for the performance of work under this Contract and not specifically mentioned herein as being reimbursed by the City shall be included in the Contractor's Bid price. The Contractor shall apply for and obtain all safety permits for excavations, tunneling, trenches, construction (building structure, scaffolding, or falsework), and demolition required by CAL/OSHA.

D. Contractor shall provide to Construction Manager a copy of all Contractor acquired approved permits, license agreements, Notice of Intent, and certifications.

E. The Contractor shall apply for and obtain in its name the necessary building, plumbing, and electrical permits and shall be responsible for satisfying all code requirements, calling for inspections, and obtaining final approvals. The Contractor shall notify the Construction Manager of the need and the readiness of all required inspections. All inspections are to be coordinated with the Construction Manager. The Contractor shall comply with all construction conditions stipulated in the permits. The Contractor shall initially pay for all permits, fees, and inspections required to comply with local agency and code requirements. The Contractor shall submit invoices to the Construction Manager for the City’s reimbursement of such costs. All other permits and inspection fees will be the sole responsibility of the Contractor and shall be included in the Bid Price. The Contractor shall be responsible for, and the City shall not provide reimbursement for, any costs required for the reinspection of defective work or additional costs due to the Contractor’s failure to properly schedule the inspections. The Contractor shall comply with the provisions of any and all required permits obtained or pending.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION. This section covers requirements for submittals and forms a part of all other specification sections in which submittals are specified or required. Refer to the specific sections and divisions of the specifications for additional submittal requirements.

A. Submittal Requirements Included in This Section.

1. Shop drawings.
2. Samples.
3. Material lists and equipment data.
4. Sub-Contractor Qualifications.
5. Certificates including, but not limited to warrantees, bonds, service agreements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 SUBMITTALS-GENERAL REQUIREMENTS. The contractor shall submit to the owner for its review all shop drawings, samples, materials lists, equipment data, record documents, manufacturer's equipment manuals, and other submittals required by the contract documents and herein, or subsequently required by modifications. All such items required to be submitted for review shall be furnished by and at the expense of the contractor, and any work affected by them shall not proceed without such review. Submittals and their contents shall be properly prepared, identified, and transmitted as provided herein or as the owner may otherwise direct. Except for record documents, and instructional manuals for operation and maintenance, each submittal shall be approved before the material or equipment covered by the submittal is delivered to the site.

A. Digital copies of submittals will be accepted in Adobe PDF format. If paper copies are required then such submittal shall include three (3) sets of black line or blue line printed copies.

B. Submittal Review Time. Contractor shall allow a total period of not less than four

1. (4) weeks for review and approval of submittals, not including the time necessary for delivery or mailing, and shall cause no delay in the Work. Extension of the Contract Time will not be granted because of the Contractor's failure to make timely and correctly prepared and presented submittals with allowance for the checking and review periods.

C. Deviations. At the time of the submission, the Contractor shall give notice, in writing, in the submittal, of any deviation from the requirements of the Contract Documents. The deviations shall be clearly indicated or described. The Contractor shall state in writing, all variation in costs occasioned by the deviations, and any assumptions of the cost of all related changes if the deviation is approved.

D. Method of Submittal. The Contractor shall deliver submittals by means of dated, signed, and sequence numbered transmittals on the Owner provided forms (provided at the end of this section) identifying as to initial or resubmittal status, and fully describing the submittal contents. In each transmittal, the Contractor shall state the Project Number and Name, Name and Address of Contractor, Name and Address of Subcontractor, Manufacturer, Distributor, and specification Section (as applicable), Articles, and paragraphs to which the submittal pertains; accompanying data sheets, catalogs, and brochures shall be identified in the same manner. Where several types or models are contained in the literature, the Contractor shall delete non-applicable portions, or specifically indicate, which portions are intended and applicable. Submittal transmittals shall fully index all items submitted.

1. Incomplete Submittals, including those not correctly transmitted, not correctly titled and identified, or not bearing the Contractor's review and approval stamp, will be returned to the Contractor without review.

2. Interrelated Submittals. Except where the preparation of a submittal is dependent upon the approval of a prior submittal, all submittals pertaining to the Work, shall be submitted simultaneously.

E. Contractor's Review and Approval. Every submittal of shop drawings, samples, materials lists, equipment data, instruction manuals, and other submittals upon which the proper execution of the Work is dependent, shall bear the Contractor's review and approval stamp certifying that the Contractor: 1) has reviewed, checked and approved the submittal and has coordinated the contents with the requirements of the Contract Documents, 2) has determined and verified all quantities, field measurements, field construction criteria, materials, equipment, catalog numbers, and similar data, or will do so, and 3) states the Work covered by the submittal is recommended by the Contractor and the Contractor's guarantee will fully apply thereto. Contractor's stamp shall be dated and signed by the Contractor in every case.

F. Owner's Review. Submittals will be reviewed only for conformance with the design concept of the Project and with the information given in the Contract Documents. The review of a separate item, as such, will not indicate approval of the assembly in which the item functions, nor shall review be construed as revising, in any way, the requirements for a fully integrated and operable system, as specified. The review of submittals shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents, or for any revision in resubmittals, unless the Contractor has given notice, in writing, of the deviation or revision at the time of submission or resubmission, and written acceptance has been given to the specific deviation or revision, nor shall any review relieve the Contractor of responsibility for errors or omissions in the submittals, or for the accuracy of dimensions and quantities, the adequacy of connections, and the proper and acceptable fitting, execution, and completion of the Work.

G. Corrections and Resubmittals. The Contractor shall make all required corrections and shall resubmit the required number of corrected submittals until approved by the Owner. The Contractor shall direct specific attention, in writing, to revisions other than the corrections called for on previous submittals, and shall state, in writing, all variations in costs, and his assumption of the cost of related changes the same as is required for deviations in 3.01B. Identify each resubmittal with number of the original submittal, followed by consecutive letters starting with "A" for first resubmittal, "B" for second resubmittal, etc. Note that in addition to any applicable liquidated damages, the Owner reserves the right to deduct monies from the amounts due to Contractor to cover the cost of Owner's review time beyond the second submission.

H. Check of Returned Submittals. The Contractor shall check submittals returned to him for correction and ascertain if the corrections result in extra cost to him above that included under the Contract Documents, and shall give written notice to the Owner within five (5) days, if in his opinion, such extra cost results from corrections. By failing to notify the Owner or by starting any Work covered by a submittal, the Contractor waives all claims for extra costs resulting from required corrections.

I. Conformance. No Work represented by required submittals shall be purchased, or paid for, or commenced until the applicable submittal has been approved. Work shall conform to the approved submittals and all other requirements of the Contract Documents, unless subsequently revised by an appropriate modification, in which case, the Contractor shall prepare and submit revised submittals as may be required. The Contractor shall not proceed with any related Work which may be affected by the Work covered under submittals until the applicable submittals have been approved.

J. Piecemeal Submittals. Piecemeal submittals will be returned unreviewed. However, for mechanical equipment and the like, separate submittals for embedded items, embedded metal work and anchors, will be reviewed, as applicable.

3.02 SHOP DRAWINGS. Each submittal shall be complete with respect to dimensions, design criteria, materials, connections, bases, foundations, anchors, and the like, and shall be accompanied by technical and performance data, as necessary, to fully illustrate conformance with the contract documents. Unless otherwise specified, each submittal shall be digitally submitted in Adobe PDF format. Paper copies may be required and shall include three (3) sets of black line or blue line printed copies. The printed copies shall be submitted folded to

8-1/2 inches x 11 inches in size. For catalog cuts and the like, which are 8-1/2 inch x 11 inch format, provide no less than three (3) copies, of which one (1) will be retained by the owner.

A. Title Block and Identification. On each shop drawing, provide a space for the Owner's approval or correction stamp, and a title block showing the following:

   1. Names and addresses of Contractor, sub-Contractor, manufacturer, distributor, as applicable
   2. Name and address of Owner
   3. Date, scale of drawings, and identification number
   4. Contractor's review and approval stamp
   5. Owner's number
   6. Plan Reference and Specification Section reference
   7. Project Name

B. Preparation and Size. Details and information shall be clearly drawn, dimensioned, noted, and cross referenced. Unless otherwise approved, prepare shop drawings on 22 X 34, or 11 X 17, or 8-1/2 inch x 11 inch sheets, as applicable.

C. Information Required. Shop drawings shall contain details and information fully developing the pertaining Contract Document requirements and such other information as may be specified or required for approval, including, but not limited to:

   1. Related work with cross references to applicable portions of the Contract Documents.
   2. Dimensions, including variations between indicated dimensions and actual conditions.
   3. Physical configurations with critical dimensions for clearance, access and servicing.
   4. List of materials, including fasteners and connectors, as applicable.
   5. Grouting work, including grouting space and material.
   6. Anchoring details showing anchor bolt type and class, sizes, embedments, projections, and locations measured with respect to permanent structural features. An anchor bolt template shall be shown on the Shop Drawings and shall be furnished unless waived in writing by the Owner.
   7. Protective coatings and factory finishes fully described as to materials, number of coats, plated and metallic coating finishes, treatments, and similar information, all based on specified requirements. The term "as specified" is not acceptable for this purpose.
   8. Machinery and equipment details. Standard catalog items need not be illustrated in detail, but indicate and detail sizes, supports, and connections.

D. Details and Connections. Satisfactorily detail all connections required to complete the Work, including details necessary to make indicated or specified additions to existing work or to provide connections for future work. Design connections and parts of strength to withstand, without adverse deflection or stress, all loads or pressures to which they may be subjected and to develop the strength of the members or parts connected. In no case shall the connections, parts, or details be inferior to those required by the Contract Documents.

E. Related Work. Except as provided in 3.02G., the term "by others" is not acceptable for the description of related work shown in the shop drawings. Clearly note by name or description the Contractor, Subcontractor, or trade to provide such related Work; where such name or description is missing, it shall be understood and agreed that the Contractor is to furnish and install such related Work.

F. Composite Shop Drawings with Installation Layouts. Prepare and submit such drawings, wherever specified or required. Owner reserves the right to determine when composite drawings are required showing dimensional plans and elevations of the materials or equipment in the involved, and include complete information as to arrangements, locations, clearances, avoidance of interferences, access, sizes, supports, connections, services, assembly, disassembly, and installation. Composite shop drawings and

layouts shall be coordinated in the field by the Contractor and his Subcontractors for proper relationship based on field conditions, and shall be checked and approved by them before submittal. Contractor shall have competent technical personnel readily available for such coordinating and checking.

3.03 INSTALLATION INSTRUCTIONS. The contractor shall submit two copies of manufacturers' installation instructions for material and equipment incorporated in the work to the extent specified in other sections and divisions of the specifications or requested by the owner for its review. Installation instructions will be reviewed for general adequacy only. After review, the suppler shall distribute copies to all those involved with the instructions.

3.04 OTHER SUBMITTALS. Provide no less than four (4) copies of other submittals such as calculations, manufacturer's certified reports, operational demonstration and system validation reports specified elsewhere in the contract documents, three (3) of which will be retained by the owner and the rest of which will be returned to the contractor marked to show the required corrections.

3.05 FORM OF REVIEW.

A. Copies of submittals which are returned to the Contractor and which are subject to review will be marked with notations (1), (2), (3) or (4).

1. No Exceptions Taken.
2. Make Corrections Noted.
3. Amend and Resubmit.
4. Rejected - Resubmit.

B. Returned copies of drawings marked with either notation (1) or (2) authorize Contractor to proceed with the fabrication, or construction, or any combination thereof, covered by such returned drawings, provided, that such fabrication, or construction shall be subject to the comments, if any, shown on such returned copies

C. Returned copies of drawings marked with notation (3) or (4) shall be corrected as necessary and revised drawings shall be submitted in the same manner as before.

D. Returned copies of drawings marked with either notation (3) or (4) shall be resubmitted not later than seven (7) days after date of transmittal by Owner.

3.06 REVISION OF SUBMITTALS. Whenever a modification causes a change to the information contained in previously approved submittals, the supplier shall submit information and data corresponding to the changed requirements for approval. Revision submittals shall be submitted following the procedures required for previously approved submittals.

END OF SECTION

SECTION 01301

SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 GENERAL

A. This Section defines the process whereby the Schedule of Values (lump sum price breakdown) shall be developed and utilized by the Contractor for preparation of Contractor's Progress Payment Requests.

B. All price breakdown items shall include all manpower, equipment and material costs such that the total of all items equals the Contract Bid Price.

C. The Contractor shall install all equipment and appurtenances required to construct the complete system as specified and shown in order to receive payment of the full lump sum contract price upon project completion.

1.02 SCHEDULE OF VALUES

A. Contractor shall submit a Schedule of Values for the major components of the WORK at the Preconstruction Conference in accordance with Section 01010. Overhead and profit shall not be shown as a separate item; and, each line item shall include pro-rated amounts for the Contractor's costs, overhead, profit, temporary facilities and other expenses in connection with the item of work. The total of all items listed in the schedule shall be equal to the Contract Sum. For each line item which has an installed value of $10,000.00 or more, break down the item and list the values of major products or operations. The listing shall include, at a minimum, the proposed value for the following major WORK components; schedule separate line item cost for:

1. Mobilization and Demobilization. Provide a lump sum price for each. Maximum value not to exceed five percent (5%) of total contract price to be paid in accordance with Section 01025.

2. Each trade or class of work. As a minimum, use the Table of Contents of these Specifications, all Sections in Division 2 through 15, as format.

B. The Contractor and Owner's Representative shall meet and jointly review the preliminary Schedule of Values and make any adjustments in value allocations if, in the opinion of the Owner, these are necessary to establish fair and reasonable allocation of values for the major WORK components. Front end loading will not be permitted. The Owner may require reallocation of major WORK components from items in the above listing if in the opinion of the Owner such reallocation is necessary. This review and any necessary revisions shall be completed within ten

1. (10) days from the date of the Notice of Proceed.

1.03 CHANGES TO SCHEDULE OF VALUES

A. In the event that the Contractor and Owner agree to make adjustments to the original Schedule of Values because of inequities discovered in the original accepted detailed Schedule of Values, increases and equal decreases to values for activities may be made.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01310

PROGRESS SCHEDULES

PART 1 - GENERAL

1.01 SUBMITTALS

A. Submit with Each Progress Schedule Submission:

1. Contractor's certification that progress schedule submission is the actual schedule being utilized for execution of the Work and certification by all Subcontractors with 5 percent or more of Work that they concur with Contractor's progress schedule submission.

2. Four legible copies of the progress schedule.

3. One electronic copy of the progress schedule. See Paragraph 1.03 for format.

B. Preliminary Progress Schedule: Submit within 10 days of the Notice to Proceed and as specified in the General Conditions.

C. Initially Acceptable Progress Schedule: As provided in the General Conditions.

D. Acceptable Progress Schedule: Submit adjusted schedule or confirm validity of current acceptable schedule with each monthly Application for Payment in accordance, and at such other times as necessary to reflect: i) progress of Work to within 5 working days prior to submission; ii) changes in Work scope and activities modified since submission; iii) delays in Submittals or resubmittals, deliveries, or Work; iv) adjusted or modified sequences of Work; v) other identifiable changes; and vi) revised projections of progress and completion.

E. Narrative Progress Report: Submit with each monthly submission of progress schedule.

F. Precedent to final payment, provide four copies of any Critical Path Method (CPM) type schedule utilized with certification that said schedule represents correctly the way the Work was performed.

G. Progress quantity chart.

1.02 PROGRESS OF THE WORK

A. If Contractor fails to complete activity by its latest scheduled completion date and this failure may extend Contract Times (or Milestones), Contractor shall, within 7 days of such failure, submit a written statement as to how Contractor intends to correct nonperformance and return to the acceptable current progress schedule. Actions by Contractor to complete Work within Contract Times (or Milestones) will not be justification for adjustment to Contract Price or Contract Times.

B. Owner may order Contractor to increase plant, equipment, labor force, or working hours if Contractor fails to: i) complete a critical scheduled activity by its latest Milestone completion date; or ii) satisfactorily execute Work as necessary to prevent delay to the overall completion of the Project.

1.03 PROGRESS SCHEDULE REQUIREMENTS

A. General:

1. Schedule(s) shall reflect Work logic sequences, restraints, delivery windows, review times, Contract Times, and Milestones set forth in the Agreement and Section 01040, Coordination, and shall begin with the date of Notice to Proceed and conclude with the date of Final Completion.

2. The schedule requirement herein is the minimum required. Contractor may prepare a more sophisticated schedule if such will aid Contractor in execution and timely completion of Work.

3. Base schedule on standard 5-day Work week.

4. When bar chart or network analysis schedules are specified, use Microsoft Project latest version or compatible and approved software.

5. Adjust or confirm on a monthly basis.

6. Use of float suppression techniques such as preferential sequencing or logic, special lead/lag logic restraints, and extended activity times are prohibited and use of float time disclosed or implied by use of alternate float-suppression techniques shall be shared to proportionate benefit of Owner and Contractor.

7. Pursuant to above float-sharing requirement, no time extensions will be granted nor delay damages paid until a delay occurs which: i) impacts Project's critical path; ii) consumes available float or contingency time; and iii) extends Work beyond contract completion date.

8. If Contractor provides an accepted schedule with an early completion date, Owner reserves the right to reduce the duration of the Work to match the early completion date by issuing a deductive Change Order at no change in Contract Price.

B. Network Analysis Diagram: Provide a comprehensive computer-generated schedule using CPM, generally as outlined in Associated General Contractors of America (AGC) publication "The Use of CPM in Construction – A Manual for General Contractors and the Construction Industry," latest edition, prepared on reproducible paper, not larger than 30 inches by 42 inches.

1. Show complete interdependence and sequence of construction and Project related activities reasonably required to complete the Work, identifying Work of separate stages and other logically grouped activities, and clearly identify critical path of activities.

2. Include at a Minimum: Subcontract Work; major and other equipment and critical product design, fabrication, testing, delivery and installation times including required lead time for Owner-furnished products; move-in and other preliminary activities; Project closeout and cleanup; Substantial Completion dates; Submittals that may impact critical path; and system/subsystem/component testing, facility startup, and training activities that may impact critical path.

3. Provide subschedules to further define critical portions of the Work, i.e., Process Instrumentation and Control System/Subsystems.

4. Indicate dates for early-and late-start, early-and late-finish, float, and duration.

5. No activity duration, exclusive of those for Submittals review and product fabrication/delivery, shall be less than 1 day nor more than 15 working days, unless otherwise approved by Engineer.

6. Activity duration for Submittals review shall not be less than review time specified unless clearly identified and prior written acceptance has been obtained from Engineer.

7. Monthly Schedule Submissions: Include overall percent complete, projected and actual, and percent completion progress for each listed activity.

8. Prepare a schedule report listing information for each activity in network diagram in tabular format, and sorted according to:

(a) Early-start, within responsibility.

(b) Early-start.

(c) Activity number sequence.

(d) Activity number sequence with predecessor and successor activity.

C. Disposition of Progress Schedules: In accordance with Section 01300, Submittals.

1.04 NARRATIVE PROGRESS REPORT REQUIREMENTS

A. Include, as a minimum:

1. Summary of Work, completed during the past period between Narrative Progress Reports.

2. Work planned during the next period.
3. Explanation of differences between summary of Work completed and Work planned in previously submitted Narrative Progress Report.
4. Current and anticipated delaying factors and their estimated impact on other activities and completion Milestones.
5. Corrective action taken or proposed.

1.05 CLAIMS FOR ADJUSTMENT OF CONTRACT TIMES

A. Reference Article 12 of the General Conditions.

B. Where Engineer has not yet rendered formal decision on Contractor's claim for adjustment of Contract Times, and parties are unable to agree as to amount of adjustment to be reflected in progress schedule, Contractor shall reflect that amount of time adjustment in progress schedule as Engineer may accept as appropriate for the interim. It is understood and agreed that such interim acceptance by Engineer will not be binding and will be made only for purpose of continuing to schedule Work, until such time as formal decision as to an adjustment, if any, of the Contract Times acceptable to Engineer has been rendered. Contractor shall revise progress schedule prepared thereafter in accordance with Engineer's formal decision.

1.06 PRODUCTS (NOT USED)

PART 2 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 - GENERAL

1.01 INSPECTION AND TESTING

A. Additional requirements for tests are described other Technical Paragraphs of these Specifications.

1.02 GENERAL

A. Where the Contract Documents require work to be field tested or approved, it shall be tested in the presence of the Construction Manager or its authorized representative. The Construction Manager shall have the right to witness all on-site tests performed by the Contractor and any shop tests. The results of any tests performed by the Contractor shall be made available for the information of the Construction Manager. Inspections, tests or favorable reviews by the Construction Manager or others shall not relieve the Contractor from its obligation to perform the work in accordance with the requirements of the Contract Documents or for its sole responsibility for the quality of workmanship and materials.

B. Except as specifically required under the technical specifications for testing and inspection, all tests for materials furnished by the Contractor will be done in accordance with commonly recognized standards of national organizations. Where tests are to be performed by the Construction Manager or by an independent laboratory or agency, the Contractor shall furnish such samples of all materials as required by the Construction Manager without charge. The sample or samples of materials to be tested shall be selected by such laboratory or agency, or the Construction Manager, and not by the Contractor. No material for which the Contract Documents require the submittal and approval of tests, certificates of compliance or other documentation shall be incorporated in the Work until such submittal has been made and approved.

C. The Contractor shall provide safe access for the Construction Manager and inspectors to adequately inspect the quality of work and the conformance with the Contract Documents. The Contractor shall furnish the Construction Manager the necessary labor and facilities for such things as excavation in the compacted fill to the depths required to take samples. The Contractor shall provide adequate lighting, ventilation, ladders and other protective facilities as may be necessary for the safe performance of inspections.

D. Upon completion of the Work, the Construction Manager will conduct a final inspection as provided for in Article 14.06 of the General Conditions, Final Inspection and Payment. Records shall be available at all reasonable hours for inspection by other local or State agencies to ascertain compliance with laws and regulations.

1.03 NOTICE

A. The Contractor shall notify the Construction Manager at least 24 hours before any field testing or special inspections are required to be performed by the Construction Manager or independent laboratory furnished by the City. The Contractor shall notify the Construction Manager at least two hours before any inspection is required to be performed or to witness the Contractor's on-site field testing.

B. Whenever the Contractor varies the period during which work is carried on each day, the Contractor shall give due notice to the Construction Manager so that proper inspection may be provided. Any work done in the absence of the Construction Manager shall be subject to rejection.

C. The Contractor shall give the Construction Manager written notification at least 30 days prior to the shipment of materials and equipment to be tested and/or inspected at the point of origin. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the materials and equipment nor shall such tests and inspections preclude retesting or reinspection at the site of the Work.

1.04 COSTS OF TESTING

A. The Contractor shall be responsible for, and shall pay for, all quality control and off-site tests of materials required including all source and mix design tests for the approval of soil and concrete materials.

B. The Contractor shall be responsible for, and shall pay for, all source quality control and all on-site tests of materials required, except those tests specifically noted to be performed and paid for by the City. The City will perform the soils compaction and concrete confirmation tests detailed in the Technical Specifications during the performance of the Work.

C. The Construction Manager shall have the authority to require additional tests or inspections due to the manner in which the Contractor executes its work. Examples of such additional tests and inspections include; tests of materials substituted for previously accepted materials, or substituted for specified materials, or retests made necessary by failure of material to comply with the requirements of the Specifications. Where such tests and inspections are required by Contract to be performed by the City, the City will pay for the additional tests and inspections but will issue a unilateral Change Order to deduct these costs from the Contract price.

1.05 WORK COVERED PRIOR TO INSPECTION AND/OR TESTING

A. Work requiring inspection and/or testing shall not be concealed or buried prior to the acceptance of such inspection or testing. Work covered without the favorable review or consent of the Construction Manager shall, if required by the Construction Manager, be uncovered for inspection and/or testing at the Contractor's expense.

1.06 WORK COVERED WITH PRIOR INSPECTION AND/OR TESTING

A. If the Construction Manager considers it necessary or advisable that covered work which was favorably inspected and tested be uncovered for reinspection and/or retesting, the Contractor, at the Construction Manager's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Construction Manager may require, that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the Contractor will bear all expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective the Contractor will be allowed an increase in the Contract price or an extension of the Contract time, or both, directly attributable to such uncovering, exposure, observation, testing and reconstruction, and a Change Order shall be issued for such additional work.

1.07 TEST WATER

A. The Contractor shall furnish and dispose of the water which is required for testing of piping and structures. The Contractor shall dispose of all testing water without damage to property, and in accordance with applicable regulations.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 SUBMITTALS

A. Meet requirements of Section 01300, SUBMITTALS, as applicable. Make Submittals required below before starting Work at the site or in accordance with accepted schedule of Submittals submissions.

B. Administrative Submittals: Copies of permits and approvals for construction as required by Laws and Regulations and governing agencies.

1.02 MOBILIZATION

A. Reference the General Conditions.

B. Mobilization shall include, but not be limited to, these principal items:

1. Obtaining required permits.
2. Moving CONTRACTOR's plant and equipment required for first month operations onto site.
3. Installing temporary construction power, wiring, and lighting facilities.
4. Providing onsite communication facilities, including telephones.
5. Providing onsite sanitary facilities and potable water facilities as specified and as required by Laws and Regulations, and governing agencies.
6. Arranging for and erection of CONTRACTOR's work and storage yard.
7. Posting OSHA required notices and establishing safety programs and procedures.
8. Having CONTRACTOR's superintendent at the site full time.
9. Submitting of initially acceptable schedules as required in the General Conditions.

C. Payment for Mobilization. The CONTRACTOR's attention is directed to the condition that no payment for mobilization, or any part thereof will be approved for payment under the contract until all applicable mobilization items listed above have been completed.

1.03 CONTRACTOR ACCESS, STAGING/LAYDOWN AREA, USE OF PREMISES

A. Lands furnished by OWNER upon which CONTRACTOR shall perform the Work are as shown on the Drawings.

B. Unless otherwise provided, CONTRACTOR shall obtain and secure legal areas for staging/laydown, and site access.

C. CONTRACTOR's employees shall park their vehicles in the designated staging area. Vehicles outside of the staging area shall be limited to those necessary for transportation of equipment and shall be clearly marked with the company name.

D. CONTRACTOR's employees shall not use OWNER's facilities including, but not limited to, buildings, restrooms/showers, or landscaped areas for break or lunch times. CONTRACTOR's employees shall be responsible for cleaning up any litter from break or lunch times.

1.04 PERMITS

A. Permits, Licenses, or Approvals: Obtain in accordance with Article 6.08 of the General Conditions.

1.05 PROTECTION OF WORK AND PROPERTY

A. Comply with OWNER's safety rules.

B. Keep OWNER informed of serious accidents on the site and related claims.

C. Use of Explosives: No blasting or use of explosives will be allowed on the site.

D. During the performance of the Work, CONTRACTOR is responsible for adapting its means, methods, techniques, sequences, and procedures of construction to allow OWNER to maintain operation as described in Section 01030, SPECIAL PROJECT CONSTRAINTS, at the existing level of facility production and consistent with applicable permit requirements, and Laws and Regulations. In performing such Work and in cooperating with OWNER to maintain operations, it may be necessary for CONTRACTOR to plan, design, and provide various temporary services, utilities, connections, temporary piping and heating, access, and similar items that will be included within the Contract Price.

PART 2 - PRODUCTS

2.01 OWNER'S TRAILER: A trailer for use as the OWNER's field office will NOT be required.

2.02 CONTRACTOR FIELD OFFICE

A. It is optional that the CONTRACTOR install a project field office at the WORK site. The CONTRACTOR shall provide and pay for all temporary utilities including water, sanitary connection, telephone and electric power services for its field office. The CONTRACTOR is responsible for all costs associated with obtaining and maintaining temporary utilities.

PART 3 - EXECUTION

3.01 OWNER'S FIELD OFFICE (NOT REQUIRED)

3.02 TEMPORARY UTILITIES

A. Power:

1. The CONTRACTOR shall arrange, at its own cost, with the local utility to provide adequate temporary electrical service at a location acceptable to the City. The Contractor shall then provide adequate jobsite distribution facilities conforming to applicable codes and safety regulations and with the approval of the City. The Contractor shall provide, at its own cost, all electric power required for construction, testing, general and security lighting, and all other purposes whether supplied through temporary or permanent facilities. All the power provided to the Contractor shall be through a meter that is separate from any and all City electrical supply.

2. The CONTRACTOR shall provide its own diesel or gasoline engine driven air compressor system when required for its pneumatic tools or equipment if any.

B. Lighting: Provide temporary lighting at least to meet all applicable safety requirements to allow erection, application or installation of materials and equipment, and observation or inspection of the Work. Cost of temporary lighting required for performing the Work will be borne by the CONTRACTOR.

C. Heating, Cooling, and Ventilating:

1. Provide as required to maintain adequate environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation of materials, and to protect materials, equipment, and finishes from damage due to temperature or humidity.

2. Provide adequate forced air ventilation of enclosed areas to cure installed materials, to dispense humidity, and to prevent hazardous accumulations of dust, fumes, vapors, or gases.

3. Pay all costs of installation, maintenance, operation, removal, and fuel consumed.

4. Provide portable unit heaters, complete with controls, oil- or gas-fired, and suitably vented to outside as required for protection of health and property.

5. If permanent natural gas piping is used for temporary heating units, do not modify or reroute gas piping without approval of OWNER. Provide separate gas metering as required by OWNER.

D. Water:

1. The CONTRACTOR shall pay for and shall construct all facilities necessary to furnish water for its use during construction, including potable water service. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water. The Contractor shall pay for all water used for the Contractor's operations prior to final acceptance.
2. CONTRACTOR will provide temporary facilities and piping required to bring water to the point of use, and remove them when no longer needed.
3. CONTRACTOR will provide water required for testing equipment, manholes or vaults, and piping prior to Substantial Completion, unless otherwise specifically stated in the Specifications for the equipment, systems, or facilities to be tested.

E. Sanitary and Personnel Facilities:

1. Provide and maintain facilities for CONTRACTOR's employees, Subcontractors, and all other onsite employer's employees. Service, clean, and maintain facilities and enclosures.
2. Use of OWNER's existing sanitary facilities by CONTRACTOR's personnel will not be allowed.

F. Communication:

1. The CONTRACTOR shall make arrangements to obtain and pay for its own communication equipment such as telephone, cellular phone, and facsimile equipment.
2. Arrange and provide onsite telephone service for CONTRACTOR's use during construction. CONTRACTOR to pay all costs of installation and monthly bills.
3. No incoming telephone calls shall be allowed to OWNER's plant telephone system.

G. Fire Protection:

1. Furnish and maintain on the site adequate firefighting equipment capable of extinguishing incipient fires. Comply with applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241).

3.03 PROTECTION OF WORK AND PROPERTY

A. General:

1. Not Used.
2. Perform Work within rights-of-way and easements in a systematic manner that minimizes inconvenience to property owners and the public.
3. No primary access road shall be cut off from vehicular traffic for a period exceeding four (4) hours unless special arrangements have been made.
4. Maintain in continuous service all existing pipelines, cables, storm drains, process drains, sewers, poles and overhead power, and all other utilities encountered along the line of Work, unless other satisfactory arrangements have been made.
5. Where completion of Work requires temporary or permanent removal and/or relocation of an existing utility, coordinate all activities with owner of said utility and perform all work to their satisfaction.
6. Protect, shore, brace, support, and maintain underground pipes, conduits, drains, and other underground utility construction uncovered or otherwise affected by construction operations.
7. Keep fire hydrants and water control valves free from obstruction and available for use at all times.
8. In areas where CONTRACTOR's operations are adjacent to or near pipelines, cables, storm drains, sewers, process drains, and such operations may cause damage or inconvenience, suspend operations until arrangements necessary for protection thereof have been made by CONTRACTOR.

9. Notify all affected parties other than OWNER, which may be affected by any construction operations, five (5) days in advance. Thereafter, provide written notice at least two (2) days in advance.

10. Do not impair operation of existing sewer systems. Prevent construction material, pavement, concrete, earth, volatile and corrosive wastes, and other debris from entering sewers, pump stations, or other sewer structures. Maintain original site drainage wherever possible.

B. Site Security:

1. Security Fence: Provide and maintain additional temporary security fences as necessary to protect the Work and CONTRACTOR's equipment, stored material, etc.

C. Barricades and Lights:

1. Provide as necessary to prevent unauthorized entry to construction areas and affected roads, streets, and alleyways, inside and outside of fenced area, and as required to ensure public safety and the safety of OWNER's, CONTRACTOR's employees, other employer's employees, and others who may be affected by the Work.

2. Provide to protect existing facilities and adjacent properties from potential damage.

3. Locate to enable access by facility operators and property owners.

D. Signs and Equipment:

1. Conform to requirements of Caltrans Standard Specifications.

2. Barricades: Provide in sufficient quantity to safeguard public and Work.

3. Traffic Cones: Provide to delineate traffic lanes to guide and separate traffic movements.

4. Provide at obstructions, such as material piles and equipment.

5. Illuminate barricades and obstructions with warning lights from sunset to sunrise.

6. Use to alert general public of construction hazards, which would include surface irregularities, unramped walkways, grade changes, and trenches or excavations in roadways and in other public access areas.

7. No Parking signs shall be posted at least forty-eight (48) hours prior to start of Work in affected area. No Parking signs shall be posted on barricades and not on existing trees or poles.

E. Existing Structures: Where CONTRACTOR contemplates removal of small structures such as signposts and culverts that interfere with CONTRACTOR's operations, obtain OWNER's prior approval. Replace those removed in a condition equal to or better than original.

F. Finished Construction: Protect finished floors and concrete floors exposed as well as those covered with composition tile or other applied surfacing.

G. Waterways: Keep ditches, culverts, existing swales, and natural drainages continuously free of construction materials and debris.

H. Dewatering: Construct, maintain, and operate channels, flume drains, sumps, pumps, or other temporary diversion and protection works. Furnish materials required, install, maintain, and operate necessary pumping and other equipment for the environmentally safe removal and disposal of water from the various parts of the Work. Maintain the foundations and parts of the Work free from water.

3.04 TEMPORARY CONTROLS

A. Water Pollution Control:

1. Prior to commencing excavation and construction, obtain OWNER's agreement with detailed plans showing procedures intended to handle and dispose of sewage, groundwater, and stormwater flow, including dewatering pump discharges.

2. Do not dispose of volatile wastes such as mineral spirits, oil, chemicals, or paint thinner in storm drains or sanitary sewers. Disposal of wastes into streams or waterways is prohibited. Provide acceptable containers for collection and disposal of waste materials, debris, and rubbish.

B. Erosion, Sediment, Runoff, and Flood Control:

1. Provide, maintain, and operate temporary facilities to control erosion and sediment releases, prevent runoff of recycled water, and to protect Work and existing facilities from flooding during construction period.

2. Obtain and comply with the General NPDES Permit for Storm Water Discharges associated with Construction Activity.

3.05 STAGING AREA

A. The CONTRACTOR’s staging area shall be approved by the Owner prior to staging any equipment or vehicles.

B. Temporary Storage Area: Construct temporary storage area for storage of products that are not subject to damage by weather conditions.

C. Temporary Storage Buildings:

1. Provide environmental control systems that meet recommendations of manufacturers of equipment and materials stored.

2. Arrange or partition to provide security of contents and ready access for inspection and inventory.

3. Store combustible materials (paints, solvents, fuels, etc.) in a well-ventilated and remote building meeting safety standards.

3.06 ACCESS ROADS AND DETOURS

A. Road closures and detours are anticipated for the Work. Contractor shall provide traffic control measures as specified in Section 02800 to construct the project.

B. Maintain drainage ways.

C. Where required, or as directed by OWNER’s Representative, provide gravel, crushed rock, or other stabilization material to permit access by all motor vehicles at all times.

D. Maintain road grade and crown to eliminate potholes, rutting, and other irregularities that restrict access.

E. Where construction affects existing fences, install and maintain gates. Temporary fencing will be adequate to perform the function of the permanent fencing it will replace on s short term basis. Refer also to any permit requirements in Section 01040, COORDINATION.

F. Upon completion of construction, leave roads and fences in same or better condition as prior to start of construction activities, and suitable for future use by OWNER.

3.07 PARKING AREAS

A. Control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, OWNER's operations, or construction operations.

B. Provide parking facilities for personnel working on the Project in CONTRACTOR's staging area. No employee or equipment parking will be permitted on OWNER's existing paved areas.

3.08 CLEANING DURING CONSTRUCTION

A. General:

1. In accordance with the General Conditions, as may be specified in specific Specification sections, and as required herein.

2. Wet down exterior surfaces prior to sweeping to prevent blowing of dust and debris.

3. Provide approved containers for collection and disposal of waste materials, debris, and rubbish. At least at weekly intervals, dispose of such waste materials, debris, and rubbish offsite.

4. At least weekly, brush sweep the entry drive and roadways, and all other streets and walkways affected by Work and where adjacent to Work.

3.09 REMOVAL OF TEMPORARY FACILITIES AND UTILITIES

A. At such time or times any temporary construction facilities and utilities are no longer required for the Work, CONTRACTOR shall notify OWNER of his intent and schedule for removal of the temporary facilities and utilities, and obtain OWNER's approval before removing the same. As approved, CONTRACTOR shall remove the temporary facilities and utilities from the site as his property and leave the site in such condition as specified, as directed by OWNER, and/or as shown on the Drawings.

B. After completion of the project, all temporary utility services shall be disconnected or removed and all affected improvements shall be restored to their original condition by the CONTRACTOR at no cost to the OWNER.

C. The condition of the site shall be left in a condition that will restore original drainage, evenly graded, seeded or planted as necessary, and left with an appearance equal to, or better than original.

3.10 WORKING HOURS

A. Working hours are defined as 7:00 a.m. to 6:00 p.m.; however, without prior written permission, no lanes may be closed to traffic before 8:30 a.m. or after 4:00 p.m. Monday through Thursday or after 3:00 p.m. on Friday, unless further restricted by the City. Work required for maintenance of sewage control and diversion, and curing shall be provided 24 hours a day.

B. When approved in advance by the City, work on weekends or holidays will conform to the following hours, unless otherwise approved by the City. Work on weekends and holidays may or may not be approved at the City’s sole discretion. The Contractor shall request permission in writing from the Construction Manager at least 24 hours prior to any work to be performed outside the normal working hours defined above, on weekends or holidays.

C. The Contractor shall be responsible for any inspection and additional administration costs incurred by the City, or its agents and representatives for the following conditions:

1. For work by the Contractor outside the hours defined above on weekdays, or any work on weekends or holidays recognized by the City.

2. For overtime costs beyond ten (10) hours in any one workday shift, regardless if the ten (10) hours occur in the allowed working hours.

D. Such costs shall be withheld from the succeeding monthly progress payment. Any work in Section 01010, SUMMARY OF WORK, specifically required to be performed outside the normal working hours is excluded from the provisions of this paragraph.

END OF SECTION

SECTION 01560

ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.01 STORM WATER QUALITY CONTROLS

A. GENERAL

1. The federal Clean Water Act (CWA) prohibits certain discharges of storm water containing pollutants except in compliance with a National Pollutant Discharge Elimination System (NPDES) permit (Title 33 United States Code (U.S.C.) §§ 1311 and 1342(p); also referred to as Clean Water Act (CWA) §§ 301 and 402(p)). The U.S. Environmental Protection Agency

   (U.S. EPA) promulgates federal regulations to implement the CWA's mandate to control pollutants in storm water runoff discharges. (Title 40 Code of Federal Regulations (C.F.R.) Parts 122, 123, and 124). The federal statutes and regulations require discharges to surface waters comprised of storm water associated with construction activity, including demolition, clearing, grading, and excavation, and other land disturbance activities (except operations that result in disturbance of less than one acre of total land area and which are not part of a larger common plan of development or sale), to obtain coverage under an NPDES permit. The NPDES permit requires implementation of Best Available Technology (BAT) economically achievable and Best Conventional Pollutant Control Technology (BCT) to reduce or eliminate pollutants in storm water runoff.

B. CITY RESPONSIBILITIES

1. The City shall, through its representative, inspect the Contractor's water pollution control plan (WPCP) and implementation to determine whether Contractor's stormwater pollution prevention measured are sufficient prior to and during construction.

C. CONTRACTOR'S RESPONSIBILITIES

~~1. Contractor shall prepare and implement the site-specific water pollution control plan for this project pursuant to the requirements of the National Pollution Discharge Elimination System (NPDES) General Permit [Order No. 2009-0009-DWQ as amended by 2010-0014-DWQ, NPDES No. CAS000002] for Storm Water Discharges Associated with Construction and Land Disturbance Activities (General Permit), including any new revisions or amendments of the General Permit.~~

~~2. The construction site does not require a permit registration document or notice of intent under the State's SMARTs system. This project is classified as roadway maintenance and is except from these requirement..~~

3. Contractor shall prepare a water pollution control plan and maintain best management practices to manage and control pollution from stormwater runoff.

4. Contractor shall perform all necessary erosion control, sediment control, and storm water and non-stormwater management measures in compliance with all federal, state and local requirements for erosion and sediment control and pollution prevention, including all requirements set forth in the WPCP. Requirements for erosion and sediment control and disposal of surface water during construction may include, but are not limited to, construction of sedimentation ponds, ditches, culverts, silt fences, straw wattles, pumping, draining and other measures required for the removal or exclusion of water from the excavations, stockpile, and other incidental work areas.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01561

EARTH MATERIALS CONTAINING LEAD

PART 1 - GENERAL

1.01 GENERAL

A. This work includes handling earth material containing lead under the Standard Specifications and these special provisions.

1.02 Submittals

A. Submit a lead compliance plan under Section 7-1.07, "Lead Compliance Plan," of the Standard Specifications.

1.03 Project Conditions

A. Lead is present in earth material within the project limits at average concentrations below 1,000 mg/kg total lead and below 5 mg/l soluble lead. Earth material within the project limits:

1. 1. Is not a hazardous waste
2. 2. Does not require disposal at a permitted landfill or solid waste disposal facility.

B. Levels of lead found within the project limits range from 7 to 220 mg/kg total lead with an average concentration of 195 mg/kg total lead as analyzed by EPA Test Method 6010 or EPA Test Method 7000 series and based upon a 95% Upper Confidence Limit. Three samples in which the highest total lead values were detected (220, 110 and 74 mg/kg) were analyzed for soluble lead, resulting in soluble concentrations of 8.0, 6.1 and 0.6 mg/l as analyzed by the California Waste Extraction Test. This material, located in the vicinity of the abandoned rail lines that are to be removed, is to managed on site, and is not to be excavated. Management on site includes scarifying, moisture conditioning and recompacting in place.

1.04 Construction

A. Handle earth material containing lead under all applicable laws, rules, and regulations, including those of the following agencies:

1. 1. Cal/OSHA
2. 2. CA Regional Water Quality Control Board, Region 5 – Central Valley
3. 3. CA Department of Toxic Substances Control

B. Manage earth material as shown in the following table.

Earth Material Management

Location	Depth	Management Requirements
Grass Valley Street 20 to 60 west of UPRR Mainline	All depths	Manage soil on site. No soil excavation. Scarify, moisture condition and recompact in place

1.05 Earth Material Management

A. If earth material is disposed of:

1. Dispose of under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications

2. Disclose the lead concentration of the earth material to the receiving property owner when obtaining authorization for disposal on the property
3. Obtain the receiving property owner's acknowledgment of lead concentration disclosure in the written authorization for disposal
4. You are responsible for any additional sampling and analysis required by the receiving property owner

B. If you choose to dispose of earth material at a commercial landfill:

1. Transport it to a Class II or Class I landfill appropriately permitted to receive the material
2. You are responsible for identifying the appropriately permitted landfill to receive the earth material and for all associated trucking and disposal costs including any additional sampling and analysis required by the receiving landfill.

1.06 Measurement and Payment

A. Full compensation for handling earth material containing lead is included in the contract unit prices paid for various items of work in the Bid Schedule and no additional compensation will be allowed therefor.

SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 CONTRACT CLOSEOUT SUBMITTALS

A. Reference: Article 14, General Conditions and as otherwise required in the Contract Documents.

B. Record Documents: As required in Section 01720, Record Documents.

C. Approved Shop Drawings and Samples: As required in Section 01300, Submittals, of the specifications.

D. Certificates of Testing and Inspection: As required in Article 13.03 of the General Conditions and the individual Specification sections.

E. Certificate of Substantial Completion as required in Article 14.04 of the General Conditions.

F. Special Bonds, Special Warranties, and Service Agreements:

1. Form of Submittals:

(a) Bind in commercial quality, 8-1/2 by 11-inch three-ring side binders with hardback, clear, plastic covers. Label cover of each binder with typed or printed title 'WARRANTIES AND BONDS," with title of Project; name, address, and telephone number of Contractor and equipment Supplier; and name of responsible principal.

(b) Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the Specification section in which specified, and the name of the product or Work item.

(c) Separate each warranty of Bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, Supplier, and manufacturer, with name, address, and telephone number of responsible principal.

2. Preparation for Submission: Obtain notarized warranties and bonds, executed in duplicate by responsible Subcontractors, Suppliers, and manufacturers, within ten (10) days after completion of the applicable item or Work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the date of Substantial Completion is determined. Retain warranties, Bonds, service agreements until time specified for submission.

3. Time of Submission:

(a) Submit other Submittals within twenty (20) days after the date of Substantial Completion and prior to submission of final Application for Payment.

(b) For item of Work, when acceptance is delayed beyond date of Substantial Completion, submit within 10 days after Owner's written acceptance, listing the date of acceptance as the beginning of the warranty period.

G. Certificates of Evidence of Insurance: As required in Articles 2 and 5, General Conditions.

H. Consent of Surety to Final Payment: As required in Article 14.07, General Conditions.

I. Releases or Waivers of Liens and Claims: As required in Article 14.09, General Conditions.

J. Spare parts and special tools.

K. Other Required Submittals: In accordance with the Contract Documents.

1.02 FINAL APPLICATION FOR PAYMENT. Submit final Application for Payment in accordance with procedures and requirements of Article 14.07, General Conditions; Section 01025, Measurement and Payment; and as may otherwise be specified herein.

1.03 FINAL INSPECTION. Reference Article 14.06, General Conditions. Also, all applicable permitting agencies.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 FINAL CLEANING

A. At completion of Work or of a part thereof and immediately prior to Contractor's request for certificate of Substantial Completion; or if no certificate is issued, immediately prior to Contractor's notice of completion, clean entire site or parts thereof, as applicable.

1. Leave the Work and adjacent areas affected in a clean condition satisfactory to Owner.
2. Remove grease, dirt, dust, paint or plaster splatter, stains, labels, fingerprints, and other foreign materials from exposed surfaces. Broom clean exterior paved driveways and parking areas. Hose clean sidewalks, loading areas, and others contiguous with principal structures.
3. Repair, patch, touch up marred surfaces to specified finish and match adjacent surfaces.
4. Rake clean all other surfaces.
5. Leave water courses, gutters, and ditches open and in condition satisfactory to Owner.

B. Use only cleaning materials recommended by manufacturer of surfaces to be cleaned.

END OF SECTION

SECTION 01720

RECORD DOCUMENTS

PART 1 - GENERAL

1.01 SUBMITTALS

A. Quality Control Submittals: Written procedures for maintaining and markup of record documents.

B. Contract Closeout Submittal: Submit Record Documents in accordance with the requirements of this section. Submit prior to application for final payment.

1.02 QUALITY ASSURANCE

A. Furnish qualified and experienced person, whose duty and responsibility shall be to maintain record documents.

B. Accuracy of Records:

1. Coordinate changes within record documents, making legible and accurate entries on each page of Specifications and each sheet of Drawings and other documents where such entry is required to show change.

2. Purpose of Project record documents is to provide factual information regarding aspects of Work, both concealed and visible, to enable future modification of Work to proceed without lengthy and expensive site measurement, investigation, and examination.

C. Make entries within 24 hours after receipt of information that a change in Work has occurred.

D. Prior to submitting each request for progress payment, request Owner's review and approval of current status of record documents. Failure to properly maintain, update, and submit record documents may result in return of Contractor's Application for Progress Payment by Owner as provided in Article 14.02 of the General Conditions.

1.03 DELIVERY, STORAGE, AND HANDLING

A. Maintain record documents completely protected from deterioration, loss, and damage until completion of Work.

B. In event of loss of recorded data, use means necessary to again secure data to Owner's acceptance.

1. Such means shall include, if necessary in Owner's opinion, removal and reconstruction of covering materials, at no cost to Owner.

PART 2 - PRODUCTS

2.01 RECORD DOCUMENTS

A. Promptly following commencement of Contract Times, secure from Owner at no cost to Contractor, one complete set of Contract Documents. Drawings will be half size, 11 by 17 inches.

PART 3 - EXECUTION

3.01 MAINTENANCE OF RECORD DOCUMENTS

A. General:

1. Label or stamp each record document with title, "RECORD DOCUMENTS," in neat large printed letters.

2. Record information concurrently with construction progress and within 24 hours after receipt of information that change has occurred. Do not cover or conceal Work until required information is recorded.

B. Preservation

1. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.

2. Make documents and Samples available at all times for observation by Owner.

C. Making Entries on Drawings

1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe change by graphic line and note as required.

   (a) Color Coding:

      (i) Green when showing information deleted from Drawings.

      (ii) Red when showing information added to Drawings. 3) Blue and circled in blue to show notes.

2. Date entries

3. Call attention to entry by "cloud" drawn around area or areas affected.

4. Legibly mark to record actual changes made during construction, including, but not limited to:

   (a) Location, rim elevation, and invert elevation of manholes, rodding inlets, cleanouts, or sewer laterals if not shown or where it differs from that shown.

   (b) Final inside diameters and lengths of sewer lined with cured-in-place-pipe.

   (c) Changes made by Addenda and Field Orders, Work Change Directive, Change Order, Written Amendment, and Owner's written interpretation and clarification using consistent symbols for each and showing appropriate document tracking number.

D. Make entries in other pertinent documents as accepted by Owner.

E. If documents are not accepted by Owner, secure a new copy of that document from Owner at Owner's usual charge for reproduction and handling, and carefully transfer change data to new copy to acceptance of Owner.

END OF SECTION

SECTION 01740

WARRANTIES

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Preparation and submittal of warranties.

B. Time and schedule of submittals.

1.02 RELATED SECTIONS

A. Section C-700 - General Conditions: Contractor's General Warranty and Guarantee.

B. Section 01700 - Contract Closeout: Contract closeout procedures.

C. Individual Specifications Sections: Warranties required for specific Products or Work.

1.03 FORM OF SUBMITTALS

A. Bind in commercial quality 8-1/2 x 11 binders with durable plastic covers.

B. Cover: Identify each binder with typed or printed title WARRANTIES with title of Project; name, address and telephone number of Contractor [and equipment supplier]; and name of responsible company principal.

C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of Product or work item.

D. Separate each warranty with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

1.04 PREPARATION OF SUBMITTALS

A. Obtain warranties executed by responsible Subcontractors, suppliers, and manufacturers, within 15 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties until time specified for submittal.

1.05 TIME OF SUBMITTALS

A. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.

B. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

DIVISION 2 – TECHNICAL SPECIFICATIONS

SECTION 02090

ABANDONMENT OF PIPELINES AND STRUCTURES, DEMOLITION

PART 1 - GENERAL

1.01 THE REQUIREMENT

A. The Contractor shall furnish all tools, equipment, materials, and supplies and shall perform all labor as required for the abandonment, demolition, removal, disposal, and salvage of all structures, improvements, utilities, and facilities in accordance with the Contract Documents.

B. The Work of this Section shall include, but shall not be limited to, the following items:

1. Demolition and disposal of asphalt pavement, concrete pavement, curbs and gutters, medians and other pavement features.

2. Demolition and disposal of concrete pavement, concrete driveways, and other property improvements.

3. Abandonment, demolition, salvage, and disposal of existing sewer as required to complete the Work. Salvaged items shall include all manhole frames, covers, and other castings removed for abandoned sewers.

C. All salvaged items shall become the property of the Contractor. No salvaged items shall be used in the new Work without the written approval of the Construction Manager.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

All work in connection with demolition and salvage shall be in accordance with applicable local, state, and federal regulations and safety orders. Demolition, abandonment, or salvage work shall not begin until all required permits have been obtained and required reports have been filed.

1.03 DEMOLITION COORDINATION

A. The Contractor shall coordinate the extent of abandonment and demolition with the City, local, state, and federal agencies as required to perform the Work.

B. The Contractor shall coordinate utility outages with the City and local agencies as required to perform the Work.

C. The Contractor shall coordinate Work in the public right of way with the City and the local agencies as required to perform the Work.

1.04 REPAIR OF DAMAGE

A. Any damage to remaining street work improvements, building elements to remain, and other existing facilities to remain, as caused by the Contractor's operations, shall be repaired at the Contractor's expense.

B. Damaged items shall be repaired or replaced with new materials as required to restore damaged items or surfaces as closely to their original condition as possible prior to damage or start of Work of this Contract.

1.05 PROTECTION OF EXISTING WORK

A. Before beginning any cutting, trenching, abandonment, or demolition work, the Contractor shall carefully survey the existing work and shall examine the Contract Documents to determine the extent of the Work. The Contractor shall take all necessary precautions to prevent damage to existing facilities which are to remain in place and shall be responsible for any damages to existing facilities which are caused by Contractor's operations. Damage to such Work shall be repaired or replaced as closely to its existing

condition as possible at no additional cost to the City. The Contractor shall provide shoring, bracing, and supports, as required. The Contractor shall ensure that structural elements are not overloaded and shall be responsible for increasing structural elements as needed due to any cutting, abandonment, removal, or demolition Work performed under any part of this Contract. The Contractor shall remove all temporary protection when the Work is complete or when so authorized by the Construction Manager.

1.06 JOB CONDITIONS

A. The City assumes no responsibility for actual condition of the facilities to be abandoned or demolished. The Contractor shall visit the site, inspect all facilities, and become familiarized with all existing conditions and utilities.

B. No existing pipeline or structure shall be abandoned without appropriate provision for continuous service.

PART 2 - PRODUCTS

2.01 CONCRETE

Concrete for pipeline plugs shall be as specified in Section 03300.

2.02 CONTROL LOW STRENGTH MATERIAL

Control low strength material for filling pipeline to be abandoned in place shall be as specified in Section 02200.

PART 3 - EXECUTION

3.01 ABANDONMENT OF EXISTING SEWER MAIN AND LATERALS:

A. No sewer facility shall be abandoned until all new facilities serving the same area are in operation and as authorized by the Construction Manager. In the case of sewers that are to be removed due to conflicts with new work, the sewers may be removed after the bypass system has been installed and tested (see Section 02145, Bypassing and Dewatering of Facilities).

B. Where existing piping is to be abandoned, the Contractor shall cut back the abandoned pipe for a distance of five (5) feet from any connecting structures that are to remain in service. All holes at the existing structures shall be repaired. The abandoned pipe shall be filled with CLSM or approved alternate pumpable mix design and capped or plugged with 2-feet thick concrete at both ends prior to backfill.

3.02 DEMOLITION

A. General: Demolition Work shall be conducted in a manner that protects against damage to facilities to remain and that provides necessary protection against injury to the Contractor's and City's personnel. In general the Contractor shall perform the Work with prime consideration to the following:

1. Protection of Contractor and City personnel, as well as the public.
2. Protection of existing facilities to remain.
3. Control noise, shocks, and vibration.
4. Control dust and debris.
5. Access to existing facilities for operation and maintenance by City personnel.
6. Coordination and cooperation with the City and other Contractors, particularly with respect to shutdown of existing facilities.
7. Timely and proper disposal of demolition debris.

B. Disposal of all materials shall be performed in compliance with applicable local, state, and federal codes and requirements. No trace of these structures shall remain prior to placing of backfill in the areas from which structures were removed.

C. The Contractor shall note that the Drawings are approximate and are a compilation of local agencies and survey data. The plans and sections have been reproduced to clarify the scope of Work as much as possible.

D. The identification and extent of demolition, such as, but not limited to, pavement demolition and utility demolition are the responsibility of the Contractor. The Contractor shall make every attempt to minimize the extent of the demolition unless noted otherwise.

E. Asphalt pavement and concrete curbs and gutters shall be removed as necessary to perform the specified Work. The limits of removal shall be saw cut. When the required improvements have been constructed, new asphalt pavement and concrete curbs and gutters shall be constructed in accordance with the Contract Documents.

F. When existing pipe is removed, the Contractor shall plug all resulting abandoned connections whether or not shown.

G. When the existing piping is removed from existing structures, the Contractor shall fill all resulting holes in the structures and repair any damage such that the finished rehabilitated structure shall appear as a new homogeneous unit with little or no indication of where the new and old materials join. The holes in water-bearing structures shall be filled with nonshrink grout to be watertight and reinforced, as required. In all locations where the surface of the grout will be exposed to view, the nonshrink grout shall be recessed to approximately one-half (½) inch back of the exposed surface, and the recessed area shall be filled with cement mortar grout.

3.03 STRUCTURE AND PIPING REHABILITATION

A. Certain areas of existing structures, piping, conduits, and the like will be affected by work necessary to complete modifications under this Contract. The Contractor shall rehabilitate those areas affected by its construction activities.

B. When new piping is installed in existing structures, the Contractor shall accurately position core-drilled openings in the concrete. Openings shall be of sufficient size to permit a final alignment of pipelines and fittings without deflection of any part and to allow adequate space for satisfactory packing where the pipe passes through the wall to ensure water tightness around openings so formed. The boxes or cores shall be provided with continuous keyways to hold the filling material in place, and they shall have a slight flare to facilitate grouting and the escape of entrained air during grouting. Before placing the nonshrink grout, concrete surfaces shall be sandblasted, thoroughly cleaned of sand and any other foreign matter, and shall be coated with epoxy bonding compound.

C. When new piping is to be connected to existing piping, the existing piping shall be cut square and ends properly prepared for the connection required. Any damage to the lining and coating of the existing piping shall be repaired by the Contractor. Dielectric insulating joints shall be installed at connections between new and existing piping, if required.

D. Existing reinforcement to remain in place shall be protected, cleaned, and extended into new concrete. Existing reinforcement not to be retained shall be cut off as follows:

1. Where new concrete joins existing concrete at the removal line, reinforcement shall be cut off flush with the concrete surface at the removal line.

2. Where the concrete surface at the removal line is the finished surface, the reinforcement shall be cut back two (2) inches below the finished concrete surface, the ends painted with epoxy paint, and the remaining holes patched with cement mortar grout.

3.04 DISPOSAL OF DEMOLISHED MATERIALS

Demolition and removal of debris shall be conducted to ensure minimum interferences with roads, streets, sidewalks, and other adjacent occupied or used facilities. Alternate routes shall be provided around closed or obstructed traffic ways. Site debris, rubbish, and other materials resulting from demolition operations shall be legally removed and disposed of at the Contractor’s expense.

3.05 SALVAGE

A. The Contractor may salvage and restore such items as, but not limited to, fences, gates, street signs, retaining walls, road barriers, guard rails, and other items when in good and reasonable condition and approved by the Construction Manager. The salvage shall be performed in a manner that will preserve the condition of the item being salvaged. Items not in salvageable condition shall be demolished, removed,

and replaced. All items not in usable condition at the time of replacement shall be removed and replaced at the Contractor's cost to the satisfaction of the Construction Manager.

B. Manhole frames, covers, and other castings for abandoned sewers shall become the property of the Contractor. These items shall not be used in the new Work without the written approval of the Construction Manager.

3.06 PROTECTION

A. Safe passage of persons around the area of demolition shall be ensured. Operations shall be conducted to prevent injury to people and damage to adjacent buildings, structures, or other facilities.

B. Interior and exterior shoring, bracing, or supports shall be provided to prevent movement, settlement, or collapse of structures to be demolished, and to adjacent facilities to remain.

C. Existing landscaping materials, structures, and appurtenances that are not to be demolished shall be protected.

3.07 CLEANING

A. During and upon completion of Work, the Contractor shall promptly remove unused tools and equipment, surplus materials, rubbish, debris, and dust and shall leave areas affected by the Work in a clean, approved condition.

B. Adjacent structures shall be cleaned of dust, dirt, and debris caused by demolition, as directed by the Construction Manager or governing authorities, and adjacent areas shall be returned to the condition existing prior to start of Work.

C. The Contractor shall clean and sweep streets using a vacuum type pick-up broom truck at the end of each work day in accordance with Section 01560-12.0, Construction Cleaning. The Contractor shall minimize the accumulation of dust, dirt, and debris caused by the construction activities.

3.08 REMOVAL OF PAVEMENT

A. When portions of asphalt pavements and concrete pads are to be removed and later construction is to be connected, edges shall be saw cut, on a neat line at right angles to the curb face.

B. Sidewalks, curbs and concrete pavement shall be removed at the nearest expansion joint. Mid-joint saw cutting shall not be allowed.

3.09 PAVEMENT:

A. When portions of asphalt pavements and concrete pads are to be removed and later construction is to be connected, edges shall be saw cut, on a neat line at right angles to the curb face.

B. Sidewalks, curbs and concrete pavement shall be removed at the nearest expansion joint. Mid-joint saw cutting shall not be allowed

END OF SECTION

SECTION 02100

SITE PREPARATION

PART 1 - GENERAL

1.01 DESCRIPTION

A. SCOPE:

This section specifies site preparation which consists of protecting and replacing any existing features damaged during construction.

B. EXISTING CONDITIONS:

The Drawings indicate the condition of the site as it affects this portion of work related to items to be cleared, grubbed or demolished as part of this project. Existing landscaped improvements shall be protected wherever possible.

The Contractor shall replace, in kind, all grass, plants, sidewalks, curbs and gutters, pavement, fences, mailboxes, irrigation sprinklers and piping, and other improvements that are removed during site preparation or construction.

Approval shall be obtained from the Construction Manager in writing prior to removing items that cannot practicably be replaced in kind, such as trees and limbs.

C. PROTECTION:

1. SITE: Site preparation shall not damage existing improvements, structures or other surface features on or adjacent to the site. The Contractor shall repair or replace any damage as a result of work to a pre-construction condition.

2. TREES: The Contractor is responsible for the protection of all trees including roots and canopies. The Contractor shall be responsible for any damage to trees along the pipeline alignment caused by construction of the Project.

3. WORK WITHIN ROADWAYS: Where possible, Contractor shall perform all work so as to minimize damage to existing pavement. Damaged pavement, sidewalks, curbs, gutters, medians, and signage outside of limits shown on the drawings shall be at Contractor's expense at no additional cost to the Owner. Any pavement, curb, gutter, median, or sidewalk, which is damaged due to activity by the Contractor, shall be removed and replaced by the Contractor at no cost to the City. For a minimum period of one (1) year following the date of final acceptance of the work, the Contractor shall promptly patch, maintain, repair, and/or replace any pavement, curb, or sidewalk which settles or becomes damaged due to settlement or defective materials or workmanship. If settlement has occurred, the pavement, curb, or sidewalk shall be removed and the subbase and/or base course restored to proper grade before restoration of the surface course.

   All damages or claims resulting from improper maintenance of pavements, curbs, and sidewalks shall be borne entirely by the Contractor.

PART 2 - PRODUCTS

No products are included in this section.

PART 3 - EXECUTION

3.01 PRECONSTRUCTION DOCUMENTATION

Contractor shall conduct a preconstruction audio/video survey of the project site.

A. Documentation shall consist of a DVD format recording of existing surface conditions.

B. Video shall have date of recording.

C. Video shall progress from downstream to upstream.

D. Video shall be performed in the presence of the Construction Manager.

3.02 UTILITY INTERFERENCE

Where existing utilities interfere with the prosecution of the work, the Contractor shall relocate them in accordance with Article 6.13 of the General Conditions and the specifications.

END OF SECTION

SECTION 02160

EXCAVATION SUPPORT SYSTEMS

PART 1 - GENERAL

1.01 WORK INCLUDED

A. This section includes design and construction parameters for Contractor designed temporary shoring as necessary for trenches or structures where such systems are not shown on the Drawings.

B. Shoring refers to providing all components of the excavation support system, including, but not limited to, bracing, steel soldier piles or sheet piles, struts, wales, or any other support including internal bracing, where applicable. Use other methods of support only when approved by the Owner. Shoring shall be designed, provided, maintained, and where applicable, removed by the Contractor, in accordance with this Section and the Construction Documents.

C. As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the contract involves the excavation of any trench or trenches 5 feet or more in depth, including temporary construction pits and manhole excavations, the Contractor shall submit to the Construction Manager a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plans vary from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plans shall be prepared and signed by a registered civil or structural engineer employed by the Contractor. Shoring system plans for large excavations in excess of 5 feet or more in depth, shall be prepared and signed by a civil or structural engineer, registered in California and employed by the Contractor. All costs therefore shall be included in the bid price named in the contract for completion of the work as set forth in the contract documents. Nothing in this section shall be deemed to allow the use of a shoring, sloping or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose tort liability on the Owner, Construction Manager, Design Consultant, or any of their officers, agents, representatives, or employees.

The sheeting shoring and bracing system shall be designed to assure worker safety and optimal conditions for pipe installation and to minimize damage to adjacent pavement and utilities.

Horizontal strutting below the barrel of a pipe and the use of pipe as support are not acceptable.

1.02 SYSTEM DESCRIPTION

A. Design Requirements:

The sheeting, shoring, and bracing system shall be designed and constructed to meet all of the following minimum requirements:

1. Protect personnel that enter excavations.
2. Protect adjacent existing utilities, pipelines, pavements, and structures.
3. Installation of support system should not cause settlement or heave of the ground surface nor produce construction vibrations that could damage adjacent utilities or structures.
4. Prevent flowing running, caving, raveling, and sloughing of excavation walls and associated loss of adjacent ground and adjacent ground surface settlement.
5. Prevent heave and/or piping (boiling) of the excavation bottom.
6. Resist lateral earth pressures and prevent caving of soils (i.e., raveling, running or flowing), or lateral movement of excavation walls and associated loss of adjacent ground and adjacent ground surface settlement, even when subjected to construction vibrations.

7. As permitted by the specifications, allow for removal or abandonment of shoring in a manner that is (1) in step with the backfilling sequence (i.e., shoring should not be removed ahead of backfilling), (2) does not cause loosening or shifting of backfill particularly within the pipe embedment material, and (3) does not damage the finished pipeline or manhole structures or existing structures, pavements, and utilities through settlement, heave, or vibrations (contractor to address removal/abandonment concerns specific to the type of shoring proposed in the shoring submittal). Any void space created by shoring should be completely filled with CLSM or approved equivalent.

   The Contractor shall design and construct the shoring system in accordance with all applicable codes, and in accordance with the specific requirements described herein.

   The Contractor shall at all times furnish, install, and maintain sufficient shoring and bracing in trenches and pits to insure safety of the workmen and to protect and facilitate the work. System shall be designed and constructed in accordance with Section 02200 of this Specification.

8. Design each member or support element to support the maximum loads that can occur during construction with appropriate safety factors.

9. Design the support system to prevent raveling, running, and flowing of excavation walls and associated loss of adjacent ground and adjacent ground surface settlement or existing trench material at utility crossings. Design the support system to retain noncohesive granular soils subject to raveling, flowing, and/or running upon vibration from construction equipment including compaction of backfill.

10. Design excavation support systems in accordance with all CAL/OSHA, and OSHA, requirements.

11. Contractor shall take into account all surcharge loadings. Surcharge loadings can be due to such things as material or soil stockpiles, sloping ground adjacent to shoring, and adjacent building foundations. Contractor shall assure that his assumed conditions and loadings are not exceeded in the field during construction.

12. The Contractor shall design shoring to withstand any construction loading.

13. The design of shoring shall conform to accepted engineering practice in this field. The Owner's approval of the Contractor's plans and methods of construction does not relieve the Contractor of his responsibility for the adequacy of this support.

B. Performance Criteria:

1. The Contractor shall be solely responsible for, and bear the sole burden of cost for, any and all damages resulting from improper shoring or failure to shore.

2. The safety of workmen, the protection of adjacent structures, property and utilities, and the installation of adequate supports for all excavations shall be the sole responsibility of the Contractor.

3. The design, planning, installation, (and removal, if required) of all shoring shall be accomplished in such a manner as to maintain stability of the required excavation and to prevent movement of soil and rock that may cause damage to adjacent shoring systems, structures and utilities, damage or delay the work, or endanger life and health.

1.03 SUBMITTALS

A. Shop Drawings:

Submit plans for shoring to the Construction Manager for review at least 30 days prior to commencement of work. No excavations shall be started until the Engineer has received the Contractor's shoring design. The shoring and bracing system plans shall permit the Engineer to review the overall completeness and effectiveness of the proposed system. Receipt of the shoring and bracing plans by the Engineer in no way relieves the Contractor of complete responsibility for providing effective and safe shoring and bracing of the construction area and/or pipeline under construction. Shoring and bracing submittals shall demonstrate coordination with the dewatering method and submittal.

B. Include:

1. Design assumptions, analyses, calculations, and information on Contractor's proposed method of installation (and removal, if required) of all shoring. The design and calculations shall be performed by, sealed and signed by a professional civil or structural engineer registered in the State of California and experienced in the design of earth retaining structures.
2. The maximum design load to be carried by the various members of the support system.
3. Detailed excavation support drawings, showing all pertinent dimensions, spacings, and relationships among the components of the shoring, as well as construction sequence and scheduling.
4. The method of bracing.
5. The full excavation depth and depth(s) below the main excavation to which the support system will be installed.
6. Detailed sequence of construction and bracing removal.
7. Detailed drawings and descriptions of the method to be used by the Contractor to monitor shoring and adjacent ground/structure movements.
8. Demonstrate coordination with interior (sump pumps) and exterior (dewatering wells) dewatering methods and dewatering submittal.
9. Calculations demonstrating that shoring has been designed for hydrostatic pressures if external dewatering wells are not planned to fully draw down the groundwater level behind the shoring to below the excavation bottom.

1.04 QUALITY CONTROL SUBMITTALS:

A. Submit proof of experience and qualifications required in this section.

1.05 PERMITS:

A. Contractor shall obtain appropriate permits.

1.06 QUALITY ASSURANCE

A. Qualifications of Designer and Installer:

1. Work of this Section shall be performed by an individual or firm of established reputation (or, if newly organized, whose personnel have previously established a reputation in the same field) for at least 5 years, which is regularly engaged in, and which maintains a regular force of workmen skilled in design, installation and maintenance of shoring.

B. Welding Requirements:

1. All welding shall be done by skilled welders, welding operators, and tackers who have had adequate experience in the type of materials to be used. Welders shall be qualified under the provisions of ANSI/AWS D1.1 by an independent local approved testing agency not more than six (6) months prior to commencing work; unless having been continuously employed in similar welding jobs since last certification. Machines and electrodes similar to those used in the work shall be used in qualification tests. The Contractor shall furnish all material and bear the expense of qualifying welders.

1.07 PROJECT CONDITIONS

A. Existing ground and groundwater conditions:

1. No geotechnical reports or other subsurface analysis were prepared for this project.

B. Existing Utilities:

1. Contract Drawings do not show all utilities. Contractor shall notify the Underground Service Alert (USA), the City, and field-check locations of utilities prior to commencing work. The Contractor shall protect any overhead wires and any sewer, water, gas, electric or other pipelines or conduits uncovered during work from damage caused by the work of this contract.

2. Where utilities are anticipated or encountered unexpectedly, excavate by hand or other excavation methods acceptable to the utility owner.

3. If existing utilities identified interfere with Contractor's proposed method of support, any required modification or relocation shall be performed at no additional cost to the Agency.

PART 2 - MATERIALS (NOT USED)

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify Surface Conditions and utility locations. Protect utilities and improvements, as called for in the Contract Documents, or required by the Utility Company(s).

B. Field Measurements: Verify field measurements indicated on Drawings.

C. Layout: Verify layout of work before beginning installation.

3.02 EXCAVATION

A. Protect or repair utilities damaged by operations of this Section. Protect adjacent structures and property from damage and disfiguration.

B. Provide necessary groundwater control and drainage in accordance with Section 02140, Excavation Dewatering.

C. The methods of constructing the temporary shoring are at the option of the Contractor and subject to review and approval by the Engineer. Excavations shall be made to the lines, grade, and dimensions shown on the Contractor's Shop Drawings. If the excavation is found to be deviating from the true lines and grade, the Contractor shall immediately make the necessary changes in operation to bring the operation back to the correct position. Any excess deviation beyond that specified herein shall be remedied by the Contractor at their own expense.

D. All materials encountered shall be regarded as unclassified and shall be excavated, regardless of the nature thereof, and all excavated material must be removed and disposed of as described in Section 02200, Excavation and Backfill.

E. Excavation shall be done in such manner as to provide adequate support at all times to adjacent conduits, structures, or roads and so as to offer no hazard to train, truck or automobile operations. Bracing and shoring shall be substantial and safe, and all work shall be done in full conformity and subject to the inspection of all affected parties. If and when required and to the degree necessary, the Contractor shall provide additional support as may be necessary at no additional cost.

F. Every precaution shall be taken to prevent the entry of water, mud and foreign matter into the excavation at all times. It is the intention of these Specifications that all construction work described herein shall be carried out under dry conditions. The Contractor shall promptly and continuously control water inflow and dispose of all water from any source that may accumulate in the excavation. This shall include all necessary pumping, bailing, draining and sedimentation prior to discharge.

G. Any and all excess excavation or over-excavation performed by the Contractor for any purpose or reason, except as may be ordered in writing by the Owner, shall be at the expense of the Contractor. Any damage done to the work by the Contractor's operations shall be repaired by and at the expense of the Contractor and in a manner approved by the Owner.

H. Excavate only as much as can safely stand unsupported prior to installing shoring, but in no case more than 4 feet shall be left unsupported at any time. Install lagging immediately after excavation.

END OF SECTION

SECTION 02200

EARTHWORK

PART 1 - GENERAL

1.01 DESCRIPTION

A. SCOPE

This section specifies earthwork which consists of excavation, filling, grading, and disposal of excess material, including contaminated materials.

B. DEFINITIONS

1. RELATIVE COMPACTION (ASTM METHOD): The ratio expressed as a percentage, of the dry density of the backfill material as compacted in the field, to the maximum dry density of the same material determined in the laboratory by ASTM D1557.
2. Optimum Moisture Content (ASTM Method): The ratio, expressed as a percentage, of the weight of water in the solid material to the weight of the solids which occurs at the maximum dry density as determined by ASTM D1557.
3. RELATIVE COMPACTION (CALTRANS METHOD): The ratio expressed as a percentage, of the wet density of the backfill material as compacted in the field, to the maximum wet density of the same material determined in the laboratory by Caltrans Test Method 216.
4. Optimum Moisture Content (Caltrans method): The ratio, expressed as a percentage, of the weight of the water in the soil material to the weight of the solids which occurs at the maximum wet density as determined by Caltrans Test Method 216.
5. EXCAVATION: Excavation shall mean all of the below ground surface work (including cutting and removal of pavement and stockpiling topsoil) necessary to install the sewer line and structures.
6. EXCAVATION SLOPE: Excavation slope shall be defined as an inclined surface formed by removing material from below existing grade.
7. BACKFILLING: Trench and pit backfilling shall consist of all materials, native or imported, returned to an excavation in the process of constructing a sewer line and/or appurtenances.
8. PIPE FOUNDATION: The pipe foundation shall be the 12 inches of trench between the trench bottom and the sewer subgrade. Sewer subgrade is defined as a horizontal plane located 6 inches below the bottom of the pipe barrel.
9. PIPE EMBEDMENT: Pipe embedment or pipe zone backfill shall mean that portion of the material placed within the trench from the sewer subgrade, 6 inches below the bottom of the pipe barrel, to a point 12 inches above the outside top of the pipe barrel.
10. TRENCH BACKFILL: Trench backfill is considered to be all material placed in the trench between the pipe embedment and the road bed or ground surface.

1.02 QUALITY ASSURANCE

A. REFERENCES

Unless otherwise specified, references to documents shall mean the documents in effect at the time of Advertisement for Bids or Invitation to Bid (or on the effective date of the Agreement if there were no Bids). If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued. Where document dates are given, references to those documents shall mean the specific document version associated with that date, whether or not the document has been superseded by a version with a later date, discontinued or replaced.

REFERENCE	TITLE
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C150	Standard Specification for Portland Cement
ASTM C260	Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3(2,700 kN-m/m3))
ASTM D2922	Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods
ASTM D3017	D3017-04 Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
California Test Method 202	Mechanical Analysis of Soils
California Test Method 216	Relative Compaction of Untreated and Treated, Soils & Aggregates
California Test Method 217	Sand Equivalent Test
California Test Method 229	Durability Index Test
California Test Method 301	Resistance “R” Value of Treated and Untreated Bases, Subbases, and Basement Soils by the Stabilometer
California Test Method 342	Surface Skid Resistance with the California Portable Skid Test

B. TESTS

1. The geotechnical firm hired by the Construction Manager will take samples and perform moisture content, gradation, compaction, and density tests during placement of backfill materials to check compliance with these specifications. The Contractor shall remove surface material at locations designated by the Construction Manager and provide such assistance as necessary for sampling and testing. The Construction Manager may direct the Contractor to construct inspection trenches in compacted or consolidated backfill to determine that the Contractor has complied with these specifications.

2. Tests will be made by the geotechnical firm hired by the Construction Manager in accordance with the requirements of the agency having jurisdiction. In the absence of such jurisdiction, or with the concurrence of the agency, tests shall be made in accordance with the following:

Test	Standard Procedure
Moisture content	ASTM D3017
Gradation	ASTM C136
Density in-place	ASTM D2922
Moisture-density relationships	ASTM D1557

3. Initial compaction testing will be paid for by the City. However, the Contractor shall be responsible for all costs associated with retesting materials which fail to meet City and County standards.

   All costs due from the Contractor for retesting will be charged against the contract and deducted from monies due or to become due to the Contractor. In order for the geotechnical firm to have sufficient

time to obtain material samples for testing purposes, the Contractor shall deliver to the City representative samples of all backfill material at least fifteen (15) days prior to material installation.

The Contractor shall provide excavation and any and all safety devices including and not limited to shoring at the locations and depths required by the geotechnical firm hired by the City to verify that the required compaction is being obtained. Compaction testing shall be performed at the convenience of the geotechnical firm hired by the Construction Manager.

CLSM material is excluded from these compaction requirements.

Flooding and/or jetting will not be allowed as a method of compaction.

1.03 SUBMITTALS

Contractor shall submit documentation, in accordance with Section 01340, confirming that all backfill materials, including Class 2 aggregate base, pipe bedding material, pipe zone backfill material, intermediate backfill material, and CLSM, conforming to the requirements cited in this section. No submittal is required for trench excavation material to be used as backfill; however, only material meeting the requirements of trench excavation as stated in this Section will be permitted as backfill.

Samples of fill materials to be used shall be submitted 2 weeks in advance of use. Samples shall consist of 0.5 cubic feet of each type of material. Submittals related to the testing, handling, and transport of contaminated material shall be completed in accordance with paragraph 3.08 of this section.

Before dewatering commences, the Contractor shall submit plans of the proposed dewatering system for the Engineer's review. The dewatering system plans shall be in sufficient detail to indicate power source, sizes of pumps, piping, appurtenances, placement of wells, and the ultimate disposal point for water; and to permit the Engineer to review the overall completeness and effectiveness of the proposed system. The submittal shall also show means of evaluating drawdown in real-time (e.g., piezometers). Review of the dewatering plans by the Engineer in no way relieves the Contractor of complete responsibility for providing effective and safe dewatering of the construction area and/or pipeline under construction. The control of groundwater shall be such that softening of the bottom of excavations or formation of "quick" conditions or "boils" do not occur. Dewatering systems shall be designed and operated to prevent removal of the natural soils. Dewatering system submittal shall demonstrate coordination with the contractor-designed shoring and bracing method and submittal and the contractor-designed ground improvement method and submittal.

PART 2 - MATERIALS

2.01 FILL MATERIALS CLASSIFICATION

A. CLASS 2 AGGREGATE BASE (CLASS II AB)

Class 2 aggregate base shall be 3/4-inch maximum material conforming to Section 26-1.02A of the Caltrans Standard Specifications.

B. PIPE BEDDING AND PIPE ZONE BACKFILL MATERIAL

Pipe bedding and pipe zone backfill material shall be crushed rock (chips) with at least 75 percent of the particles having one or more fractured faces. Not over 25 percent shall be pieces that show no such faces resulting from crushing. Rock will be designated by normal size.

When tested in accordance with Section 6 of Caltrans State Standard Specifi-cations, the material shall meet the following requirements:

The material shall be of such size that the percentage composition by weight, as determined by laboratory sieves will conform to the following gradation:

Sieve Size	Percent Passing
1-inch sieve	100
3/4-inch sieve	90 – 100
No. 4 sieve	0 – 15

No. 200 sieve 0 - 4

C. INTERMEDIATE BACKFILL

Intermediate Backfill shall be Class II Aggregate Base for trenches in paved areas, and shall be either Class II Aggregate Base or Select Native Backfill for trenches outside of paved areas.

Select Native Backfill shall be material excavated from trench free of vegetable matter and refuse, and shall contain no concrete, stones, or clods larger than 4 inches in diameter. The select Native Backfill shall contain sufficient fines so all voids will be filled when compacted and shall be capable of meeting compaction requirements. Contractor shall remove and dispose of all trench material that does not meet the requirements of Select Native Backfill or trench material that cannot be incorporated into project.

D. CONTROL LOW STRENGTH MATERIAL (CLSM)

Controlled low strength material (CLSM) or Control density Fill (CDF) shall be manufactured in accordance with the following referenced standards. It shall be a hand-excavatable mixture of aggregate, cement, pozzolan, water and admixtures to be used as fill material where indicated in this specification and on the drawings. CLSM shall meet the requirements of Section 201-6 of the APWA Standard Specifications for Public Works Construction.

CLSM material shall have the following properties:

1. Cement shall be Type II in accordance with ASTM C150.
2. Pozzolan shall be Type F in accordance with ASTM C618.
3. Coarse aggregate shall consist of a well-graded mixture of crushed rock, soil, or sand with a maximum size aggregate of 3/8 inch. One hundred percent shall pass the 1/2-inch sieve. Not more than 30 percent shall be retained by the 3/8-inch sieve and not more than 12 percent shall pass the No. 200 sieve. All material shall be free from organic matter and not contain more alkali, sulfates or salts than the native soils at the site of the work.
4. Air entraining shall be used to improve the workability of the mixture in accordance with ASTM C260. Entrained air content shall be between 8 and 20 percent.
5. Water reducing agent shall be added to improve the workability and shall be in accordance with ASTM C494.
6. Water shall be potable, clean and free from objectionable quantities of silty organic matter, alkali, salts and other impurities.
7. CLSM shall be a flowable material similar in all respects to Pozzolanic International Flowable Compacting Fill by RMC Lonestar, or equal. The 28-day compressive strength shall be between 50 and 150 psi.
8. CLSM that has a 28-day compressive strength in excess of 150 psi shall be removed as directed by the Construction Manager and replaced with CLSM meeting the specifications at no additional cost to the Owner.
9. Contractor shall take and test field samples of CLSM as directed by the Construction Manager, when poured/installed in the field to ensure that the strength characteristics are met.
10. Placement of backfill on top of CLSM shall not be allowed until the CLSM passes the ball drop test of ASTM D6024.

PART 3 - EXECUTION

3.01 GENERAL

A. CONTRACTOR'S RESPONSIBILITY

Attention is called to the various Safety Orders of the California State Industrial Accident Commission which are adopted by reference as part of these Specifications.

The excavation shall be made to enable the sewer to be laid to the grade and alignment designed on the Plans.

Unprotected, open excavations during nonworking hours shall not be permitted.

It shall be the responsibility of the Contractor to conform to all the requirements of all permits obtained from all agencies and to make the construction site safe against injury to people and/or livestock by erection of adequate posted barricades and/or temporary fences and covering the excavations with plating.

Free access shall be maintained to all fire hydrants, water gates, meters, and private drives, and means shall be provided so that water can flow in the gutters without interruption.

Arrangements for access to the construction site over private property shall be mutually agreed upon by the Contractor and the City before start of construction.

Any pavement, curb, or sidewalk constructed or reconstructed which is subsequently damaged due to activity under this Contract shall be removed and replaced by the Contractor at no additional cost to the City. For a period of one (1) year following the date of final acceptance of the work, the Contractor shall promptly patch, maintain, repair, and/or replace any pavement, curb, or sidewalk which settles or becomes damaged due to settlement or defective materials or workmanship. If settlement has occurred, the pavement, curb, or sidewalk shall be removed and the subbase and/or base course restored to proper grade before restoration of the surface course.

All damages or claims resulting from damaged or improperly restored or maintained pavements, curbs, and sidewalks shall be borne entirely by the Contractor.

B. EXISTING UTILITIES

Existing utilities shall be protected at all times. Contractor shall be responsible for locating, verifying, and potholing all existing utilities.

C. OPEN TRENCHING

Unless otherwise indicated, the walls of the sewer trench shall be vertical and supported by shoring or bracing and no side sloping of the trench walls will be allowed. Twelve-inch minimum and 18-inch maximum clearance shall be maintained between the outer wall of the pipe barrel and the shoring or bracing, unless otherwise approved by the Engineer.

The trench shall be excavated to a level section and to such elevation as will give a uniform bearing and true flow line elevation when the sewer pipe is laid. All loose dirt in the bottom of the trench must be removed.

The amount of open trench permitted at any time during working hours shall not exceed 100 feet. Open trench during nonworking hours shall not be permitted. Open trench that is not backfilled shall be covered with steel plates that conform to Caltrans skid-resistance guidelines and have a coefficient of friction of 0.35 or greater made from machined surface.

All sheets/shoring extending no deeper than the bottom of the excavation shall be extracted by static pull only without the use of vibratory equipment.

D. TRENCH PLATES

Steel plates shall be used for temporary cover of trenches and other excavations. All trench plates shall have a skid resistant surface treatment. When backfilling trenches and excavations, whether transverse or longitudinal, and the work cannot be properly completed within the same working day, trench plates with non-skid surface treatment will be required to maintain all vehicular, bicycle and pedestrian traffic flow. The following conditions shall apply:

1. All steel trench plates shall extend beyond the edge of the trench wall a minimum of twelve (12”) inches.
2. All steel trench plates shall be fully supported around the perimeter to prevent tipping.
3. Trenches and excavations shall be adequately shored or braced to withstand highway traffic loads.

4. All trench plates shall be tack welded together at the end of each day.
5. All trench plates shall be pinned in each corner to prevent movement.
6. Temporary paving or hot-mix asphalt concrete shall be placed around all edges of the trench plates.
7. A maximum of fifty (50) lineal feet of trench plating shall be allowed unless otherwise approved in writing by the Engineer.
8. Trench plates shall be minimum 1 ¼ inches thick.

Trenches and excavation with spans greater than four feet (4'), a structural design shall be prepared by a Civil Engineer licensed by the State of California. Designs shall be submitted to the City for review.

All trench plating shall be designed for HS20-44 Truck loading per the Caltrans Bridge Design Manual.

Trench plates shall maintain a skid resistant surface treatment having a minimum coefficient of friction equivalent to 0.35 per California Test Method

342. A Rough Road Sign (W33) shall be used in advance of all trench plates.

Steel trench plate deformation my occur during loading, but if a steel plate is deformed without loading to at least ½-inch per 8 feet length the plate shall be removed and replaced.

E. REMOVING EXISTING PAVEMENT:

In cutting and breaking up surfacing, the Contractor shall not use equipment which will damage the adjacent pavement. All pavement surfaces shall be scored with concrete sawing equipment and removed to clean, straight lines. If a strip of existing pavement less than 4 feet is left, it shall be removed and new pavement placed in its stead in accordance with the latest specifications, rules, and regulations, and subject to inspection of and by the City of Colfax.

Concrete sidewalks, curbs and gutters required to be removed in connection with the work shall be cut to the nearest score mark and shall be replaced with the same kind or better by the Contractor in accordance with the latest specifications, rules, and regulations, and subject to inspection of and by the City.

F. CONTROL OF WATER:

See Section 02140, EXCAVATION DEWATERING.

Overexcavation ordered by the Engineer for undisturbed yielding subgrade shall be refilled with ballast rock wrapped in geotextile fabric in accordance with the Plans. Payment shall be made to the Contractor for that portion of the work below the trench bottom specifically designated by the Engineer on a cubic yard basis as specified in Section 01025, Measurement and Payment, of these specifications.

Such direction shall be verified by a signed field order with estimated quantities shown. Without signed field orders, no additional payment will be considered.

G. DISTURBED SUBGRADE:

Where disturbed and loosened soils are present, the loose material shall be removed or compacted to at least 90 percent relative compaction prior to placing pipe bedding materials. The Contractor shall receive no extra compensation for such work.

Disturbed subgrade resulting from inadequate dewatering of trench and pit excavations shall be removed as directed by the Construction Manager and restored to grade with additional pipe bedding material thoroughly compacted. The Contractor shall receive no extra compensation for such materials or work.

H. SURPLUS MATERIAL:

Unless otherwise specified, surplus excavated material shall be disposed of offsite in accordance with applicable ordinances and environmental requirements in a location authorized to accept surplus material. Contractor shall submit authorization of disposal site or sites prior to beginning excavation.

I. HAULING:

When hauling is done over highways or city streets, the loads shall be trimmed and the vehicle shelf areas shall be cleaned after each loading. The loads shall be watered and covered after trimming to eliminate dust.

3.02 CONTROLLED LOW STRENGTH MATERIAL

CLSM shall be utilized for backfilling excavation trenches, tunnels, or utilities where normal compaction requirements cannot be met due to presence of existing utilities or foundations. The Contractor shall receive no extra compensation for the use of CLSM materials.

3.03 EARTHWORK FOR PIPELINES AND CONDUITS

A. GENERAL:

Earthwork for pipelines and conduits is shown on the drawings and in the following paragraphs.

B. PIPELINE EXCAVATION:

The bottom of the trench shall be carried to the specified lines and grades with proper allowance for pipe thickness and for bedding as specified.

C. PIPELINE TRENCH AND INSTALLATION PIT BACKFILL:

1. PLACEMENT OF MATERIAL: All material shall be placed in uniform lifts not to exceed 6 inches per lift using mechanical compaction and/or vibration. No jetting or flooding shall be allowed. Trench or pit excavations shall be backfilled with materials as shown on the drawings.

2. PIPE ZONE BACKFILL: The Contractor shall not proceed with backfill placement in excavated areas until the subgrade has been inspected by the Construction Manager. All pipe shall have a minimum thickness of pipe zone backfill material below the barrel of the pipe as shown on the drawings. Pipe zone backfill material shall be placed in the bottom of the trench, leveled and compacted. Bell holes shall be excavated at each pipe joint to permit proper inspection and uniform bearing of pipe on pipe zone backfill material. No backfill shall be deposited over a sewer line and/or appurtenances until placed pipe has been inspected and approved for backfilling operations.

That portion from the sewer subgrade to a point 12 inches above the outside top of the pipe shall be installed in two stages:

STAGE ONE - Shall be from the sewer subgrade to the outside bottom of the sewer pipe. This import shall be graded so that the pipe can be laid to proper line and grade. The bedding material shall be seated by mechanically compacting with a Vibraplate 220Y Wacker with a 12-inch square shoe, or equal. A minimum of four passes uniformly over the rock surface shall be performed.

STAGE TWO - After the pipe has been installed to the proper line and grade, the remaining import shall be installed around the pipe, in 6-inch maximum lifts, from the outside bottom of the pipe to a point 12 inches above the outside top of the pipe barrel the full width of the trench. The pipe embedment material shall be hand shovel sliced around the pipe before compaction to ensure the absence of voids beneath the pipe haunches. After pipe embedment has been placed to a point 12 inches above the top outside of the pipe barrel, the surface shall be mechanically compacted with four passes of a Vibraplate 220Y Wacker with a 12-inch square shoe, or equal. Impact tampers shall not be used directly above the pipe to mitigate damaging the pipe in accordance with pipe manufacturer’s recommendations.

3. INTERMEDIATE BACKFILL:

Intermediate backfill material, placement and compaction above the pipe zone shall be as specified. Backfill above the pipe bedding shall not commence until pipe bedding backfill has been inspected and accepted by the Construction Manager. In paved areas or future paved areas, the specified intermediate backfill material shall be compacted to a minimum of 90 percent relative compaction. Relative compaction in paved areas to be determined by Caltrans California Test 216 in Caltrans right-of-way and ASTM D1557 elsewhere. The moisture content of the trench zone backfill material being placed shall be at or above optimum moisture content to achieve required compaction.

Trench intermediate backfill shall be placed in horizontal layers no thicker than 8 inches uncompacted. Each layer shall be moistened, if necessary, tamped, rolled or otherwise compacted to the density shown on the Drawings.

Compaction testing of trench materials within paved areas shall be done in accordance with the requirements of the Caltrans Standard Specifications and referenced standard tests. The compaction tests shall be California Test 216, using wet-wet sample densities for lime-treated materials and dry-dry sample densities for nonlime-treated materials. Compaction testing of trench materials within unpaved areas shall be done in compliance with ASTM D1557 (Modified Proctor Test). Maximum or relative densities refer to dry soil densities obtainable at optimum moisture content.

3.04 SUBGRADE FOR PAVEMENT

The prepared subgrade shall be scarified to a depth of at least 30 inches and recompacted in maximum 8-inch lifts to at least 95 percent of the maximum density.

3.05 EXPLOSIVES AND BLASTING

Blasting or the use of explosives shall not be permitted.

3.06 CONTAMINATED MATERIALS

No contaminated materials are known in the project area. If contaminated materials are encountered, a change of condition will be addressed in accordance with these Specifications.

Activities involving contaminated materials, should they be encountered, shall be in accordance with:

A. California Hazardous Water Control Law (HWCL), Health and Safety Code, Sections 25100 through 25249.

B. California Code of Regulations, Title 22, Division 4, Chapter 30, Minimum Standards for Management of Hazardous and Extremely Hazardous Wastes.

C. Federal Resources Conservation and Recovery Act (RCRA), 42 USC, Sections 6901 through 6987.

D. Federal Hazardous and Solid Waste Amendments (HSWA), PL 98-6 16.

E. California State Water Resources Control Board Regulations, California Code of Regulations, Sections 2501 through 2610.

F. California Code of Regulations, Title 8, General Industry Safety Orders, Section 5194, Hazard Communication.

G. California Labor Code, Chapter 2.5, Hazardous Substances Information and Training.

H. California Occupational Safety and Health Administration (CAL/OSHA) regulations (Title B, CCR, Section 5192).

I. Other codes and regulations related to the scope of work.

The Contractor shall prepare and submit a site-specific Health and Safety Plan (HSP), subject to review by the Engineer, which details how the Contractor intends to protect workers while working in the presence of contaminated soils and groundwater.

If contaminated materials are encountered during construction, the Contractor shall stop work immediately in this area, and shall sufficiently secure the work area such that contaminated materials or potentially contaminated materials are not exposed to public. This shall be accomplished through temporary backfilling, trench plating, covering exposed areas with plastic sheeting, or other means. The Contractor shall immediately notify the Construction Manager of his findings, shall secure the area, and then shall continue work in another area away from the area in question. The Contractor shall not continue work in the potentially contaminated area until directed by the Construction Manager. Stopping work in a potentially contaminated area and moving to another work area will be considered part of the change of condition.

The HSP shall be prepared, signed, and stamped by a Certified Industrial Hygienist employed by or under contract to the Contractor. The HSP shall be reviewed and signed by the Contractor and all personnel who will be overseeing work in the contaminated construction zones, including subcontractors.

A copy of the HSP shall be provided to all personnel working in the contaminated areas. All Contractor personnel performing work in the identified contaminated areas shall be required to read the HSP and shall be required to sign an acknowledgment that he/she has obtained and read a copy of the HSP. No worker shall be allowed in the identified contaminated areas until a copy of his/her signed acknowledgment has been submitted to the Engineer by the Contractor.

The HSP shall conform to the requirements of all local, state, and federal ordinances, rules, regulations, and guidelines concerning occupational health and safety issues. Included as part of the HSP is the requirement for and the implementation of ongoing monitoring of the project by the Contractor for contaminated materials. This monitoring shall, at a minimum, include visual observation and odor detection by personnel with appropriate hazardous materials training, including 40 hours of EPA-approved Health and Safety training.

The excavation or exposure of soil within 100 yards of the described locations shall be monitored by the Contractor for subsurface contamination in compliance with CAL/OSHA. This monitoring shall, at a minimum, include visual observation by personnel with appropriate hazardous materials training, including 40 hours of EPA-approved Health and Safety training.

Analysis for contamination of soil and water samples will be provided by the Contractor through a State of California certified hazardous waste laboratory using U.S. EPA approved analytical methods. The laboratory shall be approved by the City.

Implementation of the HSP for the project, beyond the monitoring which is included with the HSP, requires: first, detection of contaminated materials; second, a written request by the Contractor to the Engineer; and third, approval by the Engineer in writing that the HSP shall be implemented.

Stockpiling of contaminated material will be allowed only at locations approved by the Engineer and shall comply with all regulatory requirements. Unless otherwise indicated on the plans, Contractor shall provide temporary site or sites for stockpiling, and no stockpiling of contaminated material shall be allowed within or adjacent to the pipeline alignment.

In the event that groundwater contamination is encountered, Contractor shall comply with all applicable federal, state, and local laws and regulations pertaining to the work performed during the dewatering and disposal of contaminated groundwater. A permit from the City will be required if the Contractor wants to dispose of treated groundwater into the City's sewer.

END OF SECTION

SECTION 02500

PAVING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. This Section includes furnishing all labor, material, equipment, tools and services required for repairing and resurfacing of existing roadways and paved areas damaged or removed during construction.

B. All paving materials and methods shall conform to the specifications of the agency having jurisdiction.

1.02 SUBMITTALS

A. The Contractor shall provide the following submittals as specified in Section 01300:

1. Mix design for asphalt concrete.
2. Certificate of compliance for asphalt concrete, aggregate base, prime coat and paint binder.

PART 2 - PRODUCTS

2.01 MATERIALS

A. AGGREGATE BASE:

Aggregate base shall be Class II, 3/4-inch maximum grading conforming to Section 26-1.02B of the Caltrans Standard Specifications.

B. LIQUID ASPHALT:

Liquid asphalt for tack coats and prime coat treatment of aggregate base shall be

Grade SC-70 and shall comply with Section 93 of the Caltrans Standard Specifications.

C. ASPHALT CONCRETE:

Aggregate for initial courses where required shall meet the full requirements of Section 39-2.02 of the Caltrans Standard Specifications for Type "B" 3/4-inch maximum medium grading; aggregate for final lift shall meet the full requirements of Section 39-1.02E of the Caltrans Standard Specifications for Type "B" 1/2-inch maximum medium grading.

The grade of asphalt binder to be used shall be PG-64-16 viscosity graded asphalt confirming to the requirements of Section 92, "Asphalts," of the Caltrans Standard Specifications. The amount of asphalt binder to be mixed with aggregate shall be such that the air void content of the resulting asphalt concrete shall be not less than 3 percent nor more than 5 percent. Stabilometer value as determined by California Test Method No. 304 shall be 38 minimum.

D. ASPHALTIC EMULSION:

Asphaltic emulsion to be used as a tack coat on existing asphalt concrete surfaces shall be SS1 in conformance with Section 94 of the Caltrans Standard Specifications.

2.02 STRIPES AND PAVEMENT MARKINGS

A. All traffic striping and pavement markings shall be thermoplastic.

B. Thermoplastic stripes and pavement markings shall conform to the provisions in Section 84-2 of the State Standard Specifications.

2.03 PAVEMENT MARKERS

A. Pavement markers shall conform to Section 85 of the State Standard Specifications.

B. Non-reflective pavement markers (Types A and AY) shall be ceramic in conformance to Section 85-1.02B(3) “Non-Reflective Pavement Markers,” of the State Standards. Plastic non-reflective pavement markers shall not be allowed.

C. Reflective pavement markers (Type D and G) shall be in conformance to Section 85-1.02C, “Retro-reflective Pavement Markers,” of the State Standards. Reflective markers shall be glass faced abrasion resistant markers.

D. Furnish certificates of compliance for the pavement markers in conformance with the provisions in Section 6-3.05E, "Certificates of Compliance," of the State Standards.

PART 3 - EXECUTION

3.01 GENERAL

A. This Specification shall cover pavement overlays as well as existing pavement restoration.

B. Where excavation for trenches is within 4 feet of the pavement edge or concrete flatwork, the entire pavement width from the trench section to the edge of pavement or concrete flatwork shall be cut away, removed and repaired.

C. Any pavement outside the limits of trench repair, damaged during construction by the Contractor shall be cut out and restored at the Contractor’s own expense.

D. All existing structures such as valve boxes, manhole frames and covers, and electrical vaults shall be adjusted as necessary to match the new grade within paved areas.

3.02 PAVEMENT CUTTING

A. The pavement shall be cut back a minimum of 6 inches on each side of the trench or to the edge of pavement or concrete flatwork if it is within 4 feet of the trench section.

B. Existing pavements shall be cut on a line parallel to the trench so that a neat and vertical edge is left without causing damage to the adjacent pavement. The practice of over-cutting the trench prior to excavation will not be permitted.

3.03 PLACEMENT OF AGGREGATE BASE

A. Areas to be paved shall be graded and compacted in accordance with Section 02200.

B. Placement, moisturizing, spreading and compaction aggregate base shall comply with all requirements of the State Standard Specifications Section 26-1.03 inclusive.

3.04 PRIME COAT APPLICATION

A. Prime Coat: In advance of spreading paving materials, a prime coat of liquid asphalt shall be applied to all base course surface areas to be covered with asphaltic concrete.

1. Immediately before applying the prime coat, the area to be surfaced shall be cleaned of al loose material by means of hand brooms.

2. Application: Liquid asphalt shall be applied at a rate of 0.25 gallons per square yard of surface covered. Application shall conform to Section 39-4.02 of the State Standard Specifications.

3.05 TACK COAT APPLICATION

A. Tack Coat: In advance of spreading bituminous material upon an existing bituminous or Portland cement concrete surface, a tack coat shall be applied to all areas to be surfaced and to all vertical surfaces of existing pavement, curb, gutters and construction joints against which additional material is to be placed. When two or more lifts of asphaltic concrete are required, a tack coat shall be applied between each lift.

1. Preparation: Immediately before applying a tack coat, the area to be surfaced shall be cleaned of all loose material.

2. Application: The tack coat shall be applied at a rate of 0.02 to 0.10 gallons per square yard of surface covered. Application shall conform to Section 39-4.02 of the State Standard Specifications.

3.06 PAVEMENT RESTORATION

A. Pavement shall be restored to original condition within 14 days of excavation or bypass pipe removal whichever is sooner. Permanent paving shall be completed no later than 5 working days after backfilling, unless otherwise approved by the City.

B. Asphalt concrete shall be placed in lifts as specified in Section 39-3 of the State Standard Specifications to restore roadway to its original condition. Storing, proportioning, mixing, equipment, spreading, compacting, and miscellaneous asphalt concrete materials and installation shall conform to the requirements of the agency having jurisdiction.

C. When asphalt concrete is placed in contact with existing asphalt concrete, the surface shall be completely dry of water, clean of dirt and debris, and a tack coat of asphaltic emulsion shall be applied to insure proper bond.

D. At gutter lips the finished grade shall not be less than flush and no more than one-hundredth of a foot (0.01') higher than the lip of gutter. Pavement within 50 feet of a structure or approach slab shall conform to the smoothness tolerances specified in Section 51.1.03F(5), "Finishing Roadway Surfaces" of the State Specifications.

E. Connection to the existing surfacing shall match edge grinding or be feathered to conform to the requirements for smoothness. Private driveways are to have a minimum two (2') foot paveouts and are to be placed during mainline paving with the mainline paver screed extended. If necessary, additional rubberized asphalt concrete surfacing material shall be placed along the vertical edge of the surfacing at private drives, hand raked (if necessary), and compacted to form smooth tapered conforms.

F. Bring the aggregate base material to a smooth, even grade at the correct distance below the top of the existing pavement surface so as to provide adequate space for the pavement. Trim existing pavement to a straight line to remove any pavement which has been damaged or which is broken and unsound to provide a smooth, sound edge for joining the new pavement.

G. Compact the subgrade to a minimum of 95 percent of maximum dry density as determined by ASTM D 1557 and accomplish supplementary compaction where required with approved mechanical vibrating or impact type tampers.

H. Place the asphalt concrete on the prepared subgrade over the trench to a depth as shown on the Plans. Place asphalt concrete after the prime coat has set. Spread and level the asphalt concrete with hand tools or by use of a mechanical spreader, depending upon the area to be paved. Bring the asphalt concrete to the proper grade and compact by rolling or the use of hand tampers where rolling is impossible or impractical.

I. Roll with power rollers capable of producing required compaction as specified by the agency having jurisdiction.

J. The finished surface of the new compacted paving shall be flush with the existing surface and shall conform to the grade and crown of the adjacent pavement. Immediately after the new paving is compacted, all joints between new and original asphalt pavement shall be painted with hot asphalt or asphalt emulsion and be covered with dry paving sand before the asphalt solidifies.

K. Surface Smoothness: The surface smoothness of the replaced pavement shall be such that when a 12-foot straightedge is laid across the patched area between the edges of the old surfacing and the surface of the new pavement, the new pavement shall not deviate from the straightedge more than 1/4 inch. If the finished surface of the asphalt concrete does not meet the specified surface tolerances, it shall be brought within tolerance by either (1) abrasive grinding or (2) removal and replacement.

The method will be selected by the Engineer and the corrective work shall be at the Contractor's expense.

L. If the finished surface does not meet the specified surface tolerances, it shall be brought within tolerance by either (1) abrasive grinding with slurry seal of the entire roadway width on the areas which have been ground (limits to be determined by the Engineer), (2) removal and replacement, or (3) placing an overlay of asphalt concrete. The method will be selected by the Engineer after meeting with the Contractor. The corrective work shall be at the Contractor's expense.

M. If abrasive grinding is used to bring the finished surface to specified surface tolerances, additional grinding shall be performed, as necessary, to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to, the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline within any ground area.

N. All ground areas shall be neat rectangular areas of uniform surface appearance. Abrasive grinding shall use equipment with diamond cutting blades mounted on a self-propelled machine designed for grinding and textured concrete pavement. The grinding residue may be legally disposed of outside the City's right of way.

3.07 PAVEMENT OVERLAY

A. Once existing pavement is restored, the entire traffic lane or lanes containing the restored trench area shall be overlaid with 1 ½" inches of new pavement where shown on the Plans.

B. Paving shall be as specified in Section 39 of the State Standard Specification.

C. Grind existing asphalt pavement at the locations and to the dimensions shown on the Plans and as directed by the City Representative.

D. Pavement grinding shall conform to the provisions of Section 42, Groove and Grind Pavement, of the State Standard Specifications.

E. A seal coat shall be applied to the surface of all newly paved surfaces and shall extend a minimum of 12 inches beyond the new pavement to existing paved surfaces and seal the joint between existing and new pavement. Seal coat shall consist of a mixture of asphaltic emulsion and added water and be applied in accordance with the requirements of State Standard Specification Sections 37-2.

3.08 TEMPORARY PAVEMENT DELINEATION

A. Whenever the work causes obliteration of any or all of the pavement delineation, temporary or permanent delineation shall be in place prior to opening the traveled way to public traffic.

3.09 THERMOPLASTIC STRIPES, PAVEMENT MARKINGS AND PAVEMENT MARKERS

A. Replace existing stripes, pavement markings and pavement markers to conform to that which previously existed. Where portions of legends, markings or stripes are damaged due to construction, entire legend, marking or stripe shall be replaced.

B. Application of thermoplastic pavement stripes and markings shall conform to Section 84-2 of the State Standard Specifications.

C. Application of pavement markers shall conform to Section 85 of the State Standard Specifications.

END OF SECTION

SECTION 02701

PRECAST CONCRETE STRUCTURE

PART 1 - GENERAL

1.01 THE REQUIREMENT

The Contractor shall furnish and install all prefabricated manhole base, barrel and cone sections, and other structures, complete with grade rings, frames, covers, pipe connections, preformed joint sealant, liners, and any other necessary appurtenances, in accordance with the requirements of the Contract Documents.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

Unless otherwise specified, references to documents shall mean the documents in effect at the time of Advertisement for Bids or Invitation to Bid (or on the effective date of the Agreement if there were no Bids). If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued. Where document dates are given, references to those documents shall mean the specific document version associated with that date, whether or not the document has been superseded by a version with a later date, discontinued or replaced.

REFERENCE	TITLE
ASTM C150	Standard Specification for Portland Cement
ASTM C478	Standard Specification for Precast Reinforced Concrete Manhole Sections

1.03 CONTRACTOR SUBMITTALS

The Contractor shall furnish complete shop drawings for all precast manhole sections, drainage inlets, cast-iron frames and covers, cast iron frames and grates, precast concrete bases, and appurtenances for review by the Engineer in accordance with Section 01300, Submittals.

1.04 QUALITY ASSURANCE

After installation, the Contractor shall demonstrate that all manholes, drainage inlets, and other precast concrete structures have been properly installed, level, with tight joints, at the correct elevations and orientations, and that the backfilling has been carried out in accordance with the Contract Documents. All manholes shall be tested in accordance with Section 02730, Sanitary Sewer System Testing.

PART 2 - PRODUCTS

2.01 CONCRETE

Cast-in-Place concrete bases will not be allowed unless called out on the plans or approved in writing by the Engineer. Contractor shall submit, in writing to Engineer, for each manhole base that is requested to be cast-in-place. Concrete for cast-in-place concrete base block shall be as specified in Section 3300.

2.02 REINFORCING

Reinforcing for cast-in-place concrete base block shall be as specified in Section 03200.

2.03 MANHOLE FRAMES AND COVERS

Manhole frames and covers shall be as specified in Section 05541.

2.04 MATERIALS

A. Precast Concrete Sections: Manholes, bases, drainage inlets, and other precast concrete structures, shall be constructed of precast concrete sections and shall conform to ASTM C478. Precast concrete sections shall

be manufactured by a process that will produce a dense, homogeneous concrete of first quality. The sections shall be steel reinforced and have a minimum wall thickness of four (4) inches. Cement used in manufacturing the sections shall be Type II, Portland cement. Precast concrete sections, cones, and grade rings shall be joined using preformed joint sealant only. Use of mortar will not be allowed. All manholes precast concrete bases and formed channels with inverts to match the adjoining pipes.

1. Manhole Manufacturers, or Approved Equal:

   (a) Teichert Precast, 8775 Jackson Road, Sacramento, California

   (b) Hanson Concrete Products, 7020 Tokay Avenue, Sacramento, California

2. Joint-Seal Material, or Approved Equal:

   (a) Ram-Nek, K.T. Snyder Company

B. Castings: Castings for manhole frames and covers and drainage inlet frames and grates shall conform to Section 05541.

C. Concrete Sealant: Concrete sealant and waterproofing compound shall be applied to the outside of the manhole barrel prior to backfill. Sealant material shall be submitted to the Engineer for approval.

2.05 DESIGN LOADS

A. Vertical Loads: Design all precast manhole rings and accessories to support an AASHTO H-20 truck loading, in addition to soil weight above sloping ring sections and the dead load of all material supported above.

B. Lateral Loads: Lateral loads shall be as dictated by the following formula:

Operating: 95 x H (psf) triangular equivalent fluid pressure for dead load plus a live load surcharge from an H-20 truck, including impact.

Seismic: 23 x H2 (psf) uniform pressure distribution.

Where H = depth below finished grade.

PART 3 - EXECUTION

3.01 WORKMANSHIP

A. General

Manholes or special structures shall be sound watertight structures, constructed as shown on the Plans. The type of manhole and its location is to be as shown on the Plans. The manhole shall be constructed to the rim elevations shown on the Plans. In paved areas, the Contractor shall set the manhole rim after backfill and site settlement to match the proposed finish pavement elevation based on pavement restoration and pavement overlay requirements, if applicable.

B. Manhole Protection

Particular care must be taken to protect new and existing manholes from damage and to keep rock, dirt, or debris from entering the sewer.

On new manholes, or manholes that have had frame and cover removed, a steel cover of adequate strength, close fitted and well secured, shall be installed over the manhole opening until the frame and cover are permanently installed.

Ground or surface water shall not be allowed to drain into or be discharged to existing sewers. Temporary watertight plugs shall be installed by the Contractor to effect this protection.

C. Sewer Pipeline Through Manholes

The sewer shall be laid continuously through manholes on all straight runs except where manhole is used as a closure for field joint, at connections to existing pipe, and at angle points. When excavation is made below the pipe for manhole construction, care must be taken that the pipe spanning this area is firmly supported.

D. Cast-in-Place Manhole Base Block

The base block shall be poured using concrete as specified in Section 03300 and in accordance with the design shown on the Drawings. The concrete shall be placed with a continuous pour deposited in such a manner that segregation of material does not occur. Once deposited, it shall be consolidated by vibration so as to secure a dense watertight mass. Precast manhole base blocks will not be allowed.

For manholes, an approved metal form ring shall be on the job site so that a level keyed slot may be formed in the fresh concrete to receive the precast section. As an alternative to the form ring, the first precast section of the manhole may be set plumb into fresh concrete. Connection manholes shall include a collar section to join the base block to the precast section, as detailed on the Plans.

When the sewer pipe has been laid through the manhole and after the concrete has set, the top half of the sewer pipe shall be removed to within 1 inch longitudinally of the inside wall of the precast section and the cut finished with mortar as specified by the Engineer. Where pipe is plastic lined, the cut edge shall be protected with plastic liner.

The width of opening at the top of base block shall be the inside diameter of the pipes in the manhole.

In angle point manholes, connection manholes and junction manholes, the pipes shall be joined by smooth curves, shaped to conform with the lower half of the pipe. In all cases, the upper portion of the manhole channel from the midpoint of the pipes in the manhole to the top of the base block shall be constructed vertically.

When the manhole channel is not completed in the original pour, it shall be finished smooth by use of concrete as specified in Section 03300. Before application of the concrete, the existing concrete surface shall be thoroughly cleaned and roughened to secure a firm bond. All channels shall be troweled smooth so that a smooth uninterrupted surface is achieved. The top of the base block shall be troweled to slope towards the channel at an approximate slope of 1 inch in 6 inches.

The manhole base shelf and channel is not required to be coated.

E. Precast Manhole Shaft

Precast concrete sections for manholes shall be in accordance with the Plans and shall conform to the requirements of ASTM C478 except that Type II Portland cement shall be used. The cone section shall be eccentric unless concentric is specified elsewhere or directed by the Engineer and placed as shown on the Drawings.

Joints between precast concrete sections shall have a "Ram-Nek" flexible plastic gasket installed between the tongue and groove joint to make a watertight joint. "Ram-Nek" sections shall be overlapped a minimum of 3 inches. After the shaft is in place, the joint shall be trimmed smooth with a sharp tool on the inside of the manhole.

F. Drop Connections

When a drop connection is shown on the Plans, it shall be included as part of the manhole construction. The drop shall be made with approved fittings inside the manhole shaft as shown on the Plans.

G. Manhole Castings

The manhole frame and cover shall be permanently set when so authorized by the Engineer. The frame shall be centered on the manhole shaft and laid on mortar to final grade. The mortar shall be neatly struck.

H. Manhole Steps (Not Used)

I. Manhole Collar

1. UNPAVED AREAS: Unless otherwise specified by the Engineer, a concrete collar shall be poured around the frame and shaft so as to securely anchor the frame to the shaft (see Drawings).

2. IN PAVED AREAS: Concrete shall be poured around the manhole frame and shaft in lieu of the rock base to a point 2 inches below the rim or in accordance with requirements of the agency having jurisdiction (see Drawings).

J. Waterstops

Waterstops shall be required on pipe penetrations as provided on plan details.

K. Precast Concrete Sections

Precast concrete sections shall be set so as to be vertical, with sections in true alignment. The joint of the previously set section shall be covered with sealing compound primer and joint sealant before the next section is placed.

L. Connections

Connections to manufactured, precast items shall be made by casting sections of pipe into the items, using nonshrink grout, and/or using an approved resilient connector.

M. All precast concrete structures shall be installed in strict conformance with the manufacturer's written instructions, on a well-compacted foundation, as specified in Section 02200, Earthwork. After installation of concrete manholes and concrete manhole risers on junction structures, the Contractor shall apply concrete waterproofing sealant to the outside of manhole barrels and manhole risers. The Contractor shall allow sufficient time for sealant to cure, prior to backfill, in accordance with the manufacturer's written instructions.

N. Existing and new manhole frames and covers shall not be set to final grade until the pavement has been completed, unless otherwise approved by the Engineer. Concrete manhole collars shall be installed as indicated. Paving around the manhole shall be in accordance with Section 02500, A.C. Paving. Openings in manholes shall be protected from construction loads, debris, and unauthorized entry.

O. Connection to existing manholes: Contractor shall core drill openings to existing manholes where new pipes are to connect. The new pipe shall be inserted into the core-drilled opening with a waterstop conforming to Section 02701-3.01 J fitted around the pipe exterior. The annular space between the pipe outside diameter and the cored opening shall be packed with nonshrink. After connection the Contractor shall rechannel the inside of the existing manhole base to provide a smooth flow channel to the new exit pipe. The Contractor shall plug any holes remaining from abandoned lines with nonshrink grout.

P. Testing: All precast concrete structures shall be tested in accordance with Section 02730, Sanitary Sewer System Testing.

END OF SECTION

SECTION 02800

TRAFFIC CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION

A. The Contractor shall furnish all labor, materials, equipment, tools, and services necessary to provide access to the motoring and pedestrian public; and adequately safeguard the workers and public from construction hazards with a minimum of inconvenience.

B. Work includes but is not limited to the following:

1. Preparation of Traffic Control Detail Drawing and obtaining approval of Traffic Control Detail drawings from the City.
2. Masking and restoring permanent signs and stripping.
3. Erection and removal of temporary construction signs.
4. Installation and removal of temporary traffic control devices, including barriers and barricades.
5. Coordinating work with all agencies having jurisdiction.
6. Nothing in these special provisions shall be construed as relieving the Contractor from its responsibility as provided in Section 7-1.03, “Public Convenience,” and Section 7-1.04, “Public Safety,” of Caltrans Standard Specifications.

1.02 REFERENCE STANDARDS

A. The Contractor shall comply with guidelines excluding payment sections of the latest editions of the following reference standards:

1. California Manual on Uniform Traffic Control Devices (California MUTCD).
2. Caltrans Standard Specifications, 2010.
   (a) Section 7-1.03 Public Convenience
   (b) Section 7-1.04 Public Safety
   (c) Section 12, Construction Area Traffic Control Devices
3. Caltrans Standard Plans, 2010.
4. CAL/OSHA, State of California Construction Safety Orders.
   (a) Section 1599, Traffic Control for Public Streets and Highways.
   (b) Section 1599, Flaggers.
5. OSHA, Code of Federal Regulations.
   (a) Title 19, Part 1926, Construction Safety and Health Regulations.
   (b) Title 29, Part 1910, Occupational Safety and Health Standards.

B. In case of conflict between the above reference standards and the specifications contained herein, these specifications shall take precedence and be used in lieu of such conflicting portions.

1.03 SUBMITTALS

A. Traffic Control Details: According to the requirements of Section 01300, Shop Drawings, Product Data, and Samples, submit, at least 3 weeks prior to work, Traffic Control Detail drawings which conform to all

requirements of these specifications, approved by agency having jurisdiction. Traffic Control Detail drawings shall be provided for roadways and intersections as specified herein.

B. All signs, signals, pedestrian and vehicle ramps, and barricades shall conform to the requirements of CAL/OSHA Construction Safety and Health Regulations. A Traffic Control Plan shall be submitted to the Engineer and agencies having jurisdiction for review and approval. Traffic Control Plan shall contain, but not be limited to, location, placement, monitoring schedule and movement of all traffic control devices including, but not limited to, signs, signals, pedestrian and vehicle ramps, and barricades.

1.04 QUALITY ASSURANCE

A. Traffic Control Detail drawings shall be prepared in accordance with Section 12 of Caltrans Specifications.

B. No changes or deviations from the approved Traffic Control Detail shall be made, except temporary changes in emergency situations, with prior approval of the Engineer, the Construction Manager, and all agencies having jurisdiction.

C. Immediately notify the Engineer, the Construction Manager, and the agencies having jurisdiction of occurrences that necessitate modification of the approved Traffic Control Detail drawings.

1.05 TRAFFIC CONTROL

A. Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, alleyway, or parking area during the performance of the work hereunder, and the Contractor shall so conduct its operations as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleyways, or parking areas. No streets shall be closed to the public without first obtaining permission of the Engineer and proper government authority. Where excavation is being performed in primary streets or highways, one lane in each direction shall be kept open to traffic at all times unless otherwise provided or shown. Toe boards shall be provided to retain excavated material if required by the Engineer or the agency having jurisdiction over the street or highway. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to assure the use of sidewalks and the proper functioning of all gutters, sewer inlets and other drainage facilities.

B. For the protection of traffic in public or private streets and ways, the Contractor shall provide, place and maintain all necessary barricades, traffic cones, warning signs, lights and other safety devices in accordance with requirements of the California MUTCD.

C. Contractor shall take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be illuminated at night, and all lights shall be turned on from sunset until sunrise. The Contractor shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdiction.

D. The Contractor shall submit traffic control details for review and written approval from the City. Traffic control details on State Route 174 and the around the overpasses and access roads to I-80 shall be submitted for review and written approval from Caltrans. Traffic control details shall depict bypass pumping and staging locations.

E. No work will be allowed in city or county streets until the Contractor obtains written approval of the proposed Traffic Control Plan from agencies having jurisdiction.

F. Traffic delays shall not exceed 3 minutes. If construction operation creates significant traffic congestion, work hours defined in Section 01500 – 3.10 may be modified.

1.06 REQUIRED NOTIFICATION

A. The Contractor shall notify the following agencies and entities at least 48 hours prior to lane or roadway closures, reopenings, or partial obstruction of roadways.

1. Fire Department

2. Sheriff Department

3. Department of Public Works

PART 2 - MATERIALS

2.01 TRAFFIC CONTROL DEVICES

A. All traffic control devices shall conform to the provisions in Caltrans Standard Specifications, Section 12, "Construction Area Traffic Control Devices," and to the California MUTCD and the agency having jurisdiction.

B. Included, but not limited to, are flag units, construction signs, channelizing devices, barricades, delineators, and lighting devices.

C. All signs which are to convey their messages during darkness shall be reflectorized or illuminated.

D. No signs or supports shall bear any commercial advertising.

PART 3 - EXECUTION

3.01 ACCESS TO ADJACENT PROPERTIES

A. Provide and maintain access to adjacent properties at all times. The Contractor shall notify homeowners/occupants along the proposed construction route.

3.02 STREET CLOSURE

A. If closure of any street is required during construction, a formal application for a street closure shall be made to the authority having jurisdiction at least thirty (30) calendar days prior to the required street closure for approval and to determine necessary sign and detour requirements.

3.03 TRAFFIC COORDINATION WITH OTHER CONTRACTORS

A. The Contractor shall coordinate the traffic routing work with that of other forces working in the same or adjacent areas.

3.04 CONSTRUCTION PARKING CONTROL

A. Curb parking shall be removed in accordance with the Traffic Control Plan. Removal of curb parking shall be minimized.

B. The Contractor shall make arrangements directly with local authorities to keep the working area clear of parked vehicles.

C. The Contractor may prohibit stopping in parking lanes where and when necessary in order to gain access to the work to provide the required traffic lanes in city streets and parking areas.

D. At least two (2) days in advance of construction, the Contractor shall furnish and place, where approved by the Construction Manager, portable "TOW AWAY – NO STOPPING" signs. The dates and times of parking removal shall be posted on the signs.

E. The Contractor shall notify the Placer County Sherriff's office of all parking violators who require tow away from construction areas.

F. Construction equipment not actively engaged in the work and employee vehicles shall not be parked in the vicinity of the work in such a manner as to further restrict or obstruct traffic flow.

G. Vehicles and equipment in continuous or frequent use may be operated or parked in the same traffic lane as the work obstruction.

3.05 CONSTRUCTION SIGNING

A. All construction area signs shall conform to Caltrans Standard Specifications 12-3.06.

B. Sign spacing shall conform to the California MUTCD.

C. Signs normally shall be installed immediately before work is to commence and must be removed immediately after work is complete. If at any time a sign is not required, it shall be covered or removed.

D. The Contractor shall be responsible for the placement of advisory signs to inform the public of any street closure, detour, or construction affecting traffic at least 7 days before the closure or other significant disruption of normal traffic flow. The signs shall include a 24 hour emergency phone number. The emergency phone number shall be provided to the Fire Department, CalFire, Sheriff's Department and Department of Public Works prior to start of work.

E. Existing roadside signs conflicting with the construction area signs shall be either removed and reset upon completion of work or securely covered.

3.06 ILLUMINATION

Provide sufficient visibility on a 24-hour basis to approaching traffic whenever a street is closed partially or completely. Ensure that sufficient illumination is provided by means of portable flashing beacons, floodlights, or other similar devices. Mount all lighting fixtures in a manner which precludes glare to approaching traffic.

Arrow boards or other traffic control devices and lighting which will operate outside of the normal working hours shall be battery-operated. The use of gas-fired generators during nonworking hours will not be allowed.

3.07 FLAGGING

Flaggers shall be required:

1. Where workers or equipment intermittently block a traffic lane.
2. When trucks or equipment enter or leave the work site from an adjacent traffic lane.
3. Where plans or permit allow the use of one lane for two directions of traffic.
4. Wherever the safety of the public and/or workers, determine there is a need.

Flagging shall be carried out in accordance with Caltrans Standard Specifications. All flagging costs shall be considered as included in pay items for traffic control.

3.08 PEDESTRIAN SAFETY The Contractor shall maintain safe and adequate pedestrian zones and public transportation stops as well as provide pedestrian crossings at intervals not to exceed 300 feet within the work zone.

When the construction area crosses a crosswalk, the crosswalk shall be barricaded and sign "No Ped Crossing Use Crosswalk" posted.

3.09 TRAFFIC HANDLING AT SPECIFIC LOCATIONS The Contractor shall maintain the full visibility and function of all school safety signing and striping within the work area. Additional temporary safety striping and signage shall be installed if deemed necessary by the agency having jurisdiction.

Vehicular and pedestrian ramps

The Contractor shall provide and maintain ramps as shown on plans.

END OF SECTION

SECTION 02930

SITE RESTORATION

PART 1 - GENERAL

1.01 GENERAL

A. This section specifies the restoration of features and includes restoration of surface features damaged during the course of execution of this contract to be restored as part of this work. The work may include such repairs as manhole appurtenances, pavement, sidewalk, curb and gutters, fencing, landscape, vegetation, grass, and plants.

B. Unless otherwise specified, all public and private property impacted by construction shall be restored to original condition or better.

C. Restrict operations to cause the least amount of damage to surrounding property and do not damage off-site features or adjacent vegetation.

D. The Contractor shall be held responsible for any damage to existing structures, features, materials, or equipment due to the work in this contract, and the Contractor shall repair or replace any damaged structures, features, materials or equipment to the satisfaction of the property owner.

E. Construction Manager shall be notified immediately if accidental damage occurs. Contractor shall insure that adjacent roads are maintained and clear of soil and/or other debris at all times during the construction period. Any changes or modifications to this plan shall receive prior approval from the Construction Manager.

F. Contractor shall remove or obliterate all USA markings at project completion.

1.02 SUBMITTALS

A. The Contractor shall provide the following submittals in accordance with Section 01300.

B. The Contractor shall, at minimum, submit the following:

1. Methods, materials, and equipment to be used at each site requiring restoration.

PART 2 - NOT USED

PART 3 - EXECUTION

3.01 TRENCHING EXCAVATION AND BACKFILL

A. Trench safety requirements are specified in Section 02160.

3.02 PAVEMENT RESTORATION

A. Placement of aggregate base and asphalt concrete shall be in accordance with these specifications and Caltrans specifications.

3.03 POST-CONSTRUCTION PAVEMENT INSPECTION

A. Restoration of pavement, curb, gutter, and sidewalks shall be to the satisfaction of the Construction Manager.

3.04 FENCES

A. All existing fences affected by the work shall be maintained by the Contractor until completion of the work. Fences which interfere with construction operations shall be relocated or dismantled for the period of the construction at that particular property and then shall be replaced after demobilization of equipment.

3.05 TREES AND PLANTS

A. All trees and plants not removed shall be protected against injury from the construction operations. Prune, thin out and shape trees and shrubs in accordance with standard horticultural practice. Do no pruning prior to approval by the Construction Manager.

B. Tree roots greater than 3-inch in diameter shall be inspected by an arborist prior to cutting to ensures stability and health of tree.

3.06 CURB, GUTTER AND SIDEWALK

A. Restoration per Placer County Land Development Manual and as indicated on Drawings.

3.07 OTHER SITE FEATURES

A. All other site features either damaged or destroyed during the execution of this contract shall be repaired or replaced to the satisfaction of the Construction Manager to the installation specifications of the manufacturer of the approved replacement item.

3.08 WARRANTY

A. Contractor shall warrant for a period of one (1) year from the date of substantial completion of the project that the turf and plant materials used in the public right-of-way, Caltrans right-of-way, schools fields, open spaces, or easements are in good, healthy, and flourishing condition. During the one year warranty period, the Contractor shall replace any turf or plant materials, that are defective, have died, or failed to thrive.

END OF SECTION

SECTION 03200

CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.01 DESCRIPTION

This section specifies reinforcing steel for use in reinforced concrete.

1.02 QUALITY ASSURANCE

A. QUALITY CONTROL BY OWNER:

To verify conformance with the specified requirements for concrete reinforcement, the Owner shall engage the services of an independent testing laboratory which complies with the requirements of ASTM E329. The testing laboratory shall provide inspection services as specified herein. Costs of testing laboratory services shall be in accordance with specification Section 01400.

B. REFERENCES:

Unless otherwise specified, references to documents shall mean the documents in effect at the time of Advertisement for Bids or Invitation to Bid (or on the effective date of the Agreement if there were no Bids). If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued. Where document dates are given, references to those documents shall mean the specific document version associated with that date, whether or not the document has been superseded by a version with a later date, discontinued or replaced.

REFERENCE	TITLE
ASTM A82	Standard Specification for Steel Wire, Plain, for Concrete Reinforcement
ASTM A185	Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A706	Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A775	Standard Specification for Epoxy-Coated Steel Reinforcing Bars
ASTM A996	Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement
ASTM E329	Standard Specification for Agencies Engaged in Construction Inspection and/or Testing

1.03 PLACING DRAWINGS

The Contractor shall prepare reinforcement placing drawings conforming to the requirements of ACI 315. Placing drawings shall include bar lists, schedules, bending details, placing details, and placing plans and elevations as required to fully delineate this portion of the work.

PART 2 - PRODUCTS

2.01 BAR REINFORCEMENT

Reinforcing bars shall be deformed billet steel in conformance with ASTM A615, including supplementary requirements. Bars shall be Grade 60. Bars to be welded shall be deformed billet steel conforming to ASTM

A706. ASTM A996 steel shall not be used. Bars provided as dowels for future construction and bars where specified shall be epoxy-coated in conformance with ASTM A775.

2.02 WIRE FABRIC

Wire fabric shall be welded steel mesh conforming to ASTM A185.

2.03 WIRE AND PLAIN BARS

Wire used as reinforcement and bars used as spiral reinforcement in structures shall be cold drawn steel conforming to ASTM A82.

2.04 TIE WIRE

The wire shall be minimum 16 gage annealed steel conforming to FEDSPEC QQ-W-461H.

2.05 BAR SUPPORTS

Bar supports coming into contact with forms shall be CRSI Class 1 plastic protected or Class 2 stainless steel protected and shall be located in accordance with CRSI MSP-1 and placed in accordance with CRSI PRB. Concrete block supports shall be provided for footing and slabs on grade. Stainless steel or plastic protected plain steel supports shall be provided for other work.

2.06 THREADED MECHANICAL COUPLERS

Threaded mechanical couplers shall be "Lenton" as manufactured by Erico Products, Inc., or "Grip-Twist" as manufactured by Dayton Barsplice Inc. designed to develop 125 percent of the yield strength of the reinforcing steel.

2.07 PRODUCT DATA

The following product data shall be provided prior to installation in accordance with Section 01300:

1. Certified mill test reports.
2. Welder qualification certificate in accordance with AWS D1.4.

PART 3 - EXECUTION

3.01 FABRICATION

Reinforcing steel shall not be bent or straightened in a manner which will injure the material. Bars with kinks or with bends not shown shall not be used. Heating or welding bars shall be performed in accordance with AWS D1.4 and shall only be permitted where specified or approved by the Construction Manager. Bars shall not be welded at the bend.

3.02 PLACEMENT

Reinforcing steel shall be placed in accordance with CRSI PRB and CRSI MSP-1.

Reinforcing steel shall be positioned accurately and secured against displacement by using annealed iron wire at intersections and shall be supported by concrete or metal chairs, spacers or metal hangers. Tack welding of cross bars is not acceptable. Bars shown on the drawings shall not be repositioned (buried) to act as support bars. Additional bars shall be provided as required for supports. Steel rods and pegs may be used to support reinforcing steel on rock foundations. Reinforcing steel shall be placed in such a manner as to not damage waterproofing membrane or plastic lining which has been previously applied or constructed. Reinforcing steel shall be shop-bent or slightly relocated where necessary to clear waterstop. Reinforcing steel shall not be placed on fresh concrete or forced into fresh concrete.

Supports for embedded items shall not be welded to the reinforcement. Additional reinforcement may be provided for this purpose.

3.03 SPLICING

Reinforcing steel shall be spliced as indicated. Additional splices may be provided where approved by the Construction Manager. Splices shall conform to ACI standards.

In slabs, beams, girders and walls, reinforcing steel shall not be spliced in areas of maximum stress. Splices of adjacent bars shall be staggered at least one splice length, unless otherwise specified. Splices in welded wire fabric shall be at least 1-1/2 meshes wide.

3.04 CLEANING

Reinforcing steel shall be cleaned of mill rust scale, dried concrete, or other coatings that may reduce bond. Reinforcement reduced in section is not acceptable. When concrete placement is delayed, reinforcement shall be cleaned by sandblasting if directed by the Construction Manager.

3.05 REPAIR OF EPOXY COATING

Epoxy coating damage need not be repaired in cases where the damaged area is 0.1 square inch or smaller. All damaged areas larger than 0.1 square inch shall be repaired in conformance with ASTM A775.

END OF SECTION

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 DESCRIPTION

This section specifies cast-in-place concrete for footings, slabs, floors, manhole bases, walls, piers, channels, pavements, sidewalks, curbs, pipe bedding encasement, electrical conduit encasement, and miscellaneous structures.

1.02 QUALITY ASSURANCE

A. QUALITY CONTROL BY OWNER:

To verify conformance with the specified requirements for cast-in-place concrete, the Owner shall engage the services of an independent testing laboratory which complies with the requirements of ASTM E329. Costs of testing laboratory services shall be in accordance with specification Section 01400.

B. BASIS FOR QUALITY:

Cast-in-place concrete shall conform to the requirements of ACI 301, except as modified. Unless specified otherwise, all formwork shall conform to ACI 347.

C. REFERENCES:

Unless otherwise specified, references to documents shall mean the documents in effect at the time of Advertisement for Bids or Invitation to Bid (or on the effective date of the Agreement if there were no Bids). If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued. Where document dates are given, references to those documents shall mean the specific document version associated with that date, whether or not the document has been superseded by a version with a later date, discontinued or replaced.

REFERENCE	TITLE
ACI 301	American Concrete Institute Specifications for Structural Concrete
ACI 347	American Concrete Institute Guide to Formwork for Concrete
ASTM C31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C33	Standard Specification for Concrete Aggregates
ASTM C39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C42	Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
ASTM C67	Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile
ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C150	Standard Specification for Portland Cement
ASTM C172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C260	Standard Specification for Air-Entraining Admixtures for Concrete

ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C143	Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C467	Standard Classification of Mullite Refractories
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM CD39 (should be C39)	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM E329	Standard Specification for Agencies Engaged in Construction Inspection and/or Testing

1.03 SUBMITTALS

Contractor shall submit concrete, mix designs, recent test data for the submitted mixes, and test data for mix components confirming that the mixes meet the requirements of this section.

Reports of concrete mix designs shall be provided in accordance with Section 01300. Requirements for the reports are specified in paragraph 03300-2.02 D.

Submittal data on concrete accessories specified herein that the Contractor intends to install in the work.

PART 2 - PRODUCTS

2.01 MATERIALS

A. CEMENT:

Portland cement shall be ASTM C150, Type II or Type V, low alkali, containing less than 0.60 percent alkalies.

B. AGGREGATES: GENERAL: Fine and coarse aggregates shall conform to ASTM C33. Fine and coarse aggregates shall be tested in accordance with ASTM C136. Aggregates shall be nonreactive and shall be washed before use.

When sources of aggregates are changed, test reports shall be provided for the new material. The tests specified shall be performed prior to commencing concrete work.

FINE AGGREGATE: Fine aggregate shall be hard, dense, durable particles of either sand or crushed stone regularly graded from coarse to fine. Gradation shall conform to ASTM C33.

COARSE AGGREGATE: Coarse aggregate shall be hard, dense and durable gravel or crushed rock free from injurious amounts of soft and friable particles, alkali, organic matter and other deleterious substances. Gradation of each coarse aggregate size specified in paragraph 03300-2.02 A shall conform to ASTM C33-Table 2.

C. ADMIXTURES:

GENERAL: Admixtures shall be compatible with the concrete. Calcium chloride or admixtures containing calcium chloride are not acceptable. Admixtures shall be used in accordance with the manufacturer's recommendations and shall be added separately to the concrete mix.

WATER REDUCING RETARDER: Water reducing retarder shall be ASTM C494, Type D, and shall be Master Builders, Pozzolith 300-R; Sika Chemical Corp., Plastiment; or equal.

AIR ENTRAINING AGENT: Air entraining agent shall be Master Builders, MB-AE10; W. R. Grace and Co., DaraVair; or equal. The air entraining agent added shall produce, in accordance with ASTM C260, an entrained air content specified in paragraph 03300-2.02 A for each class of concrete.

D. WATER:

Water for washing aggregate, for mixing and for curing shall be free from oil and deleterious amounts of acids, alkalies, and organic materials.

2.02 CONCRETE CHARACTERISTICS

A. Mix Proportioning: Concrete shall be normal weight concrete composed of specified cement, admixtures, aggregates and water proportioned and mixed to produce a workable, strong, dense, and impermeable concrete.

B. Concrete shall be provided in accordance with the following:

Concrete class	ASTM coarse aggregate size	Min. cement content, sacks/cu yd concrete	Maximum water/ cement ratio by weight	Pozzolan percent by weight of portland cement	Air/ Entraining	Maximum slump in inches	Minimum[a] 28-day compressive strength, psi
A	467	6	0.45	(if allowed by the Engineer) 18-20	(if allowed by the Engineer)	3 to 4	4000
C	67	4	0.45	(if allowed by the Engineer) 18-20	(if allowed by the Engineer)	4 to 8	2500
E[b]	467	3.25	0.55	0	No	6	2000

Notes for table:

(a) Compressive strength shall be determined at the end of 28 days based on test cylinders made and tested in accordance with ASTM C39.

(b) Concrete encasement for electrical conduit shall contain 3 pounds of red oxide per sack of cement.

C. Use: Concrete shall be provided by class for the corresponding use listed as follows:

Type of use	Class of concrete
Structural Concrete	A
Mass Concrete	C
Pipe bedding and encasement, electrical conduit encasement (duct banks) and concrete fill	E

D. Control: Before beginning concrete work, the Contractor shall determine the proper proportions of materials for class of concrete A and C. Methods for selecting and adjusting proportions of the ingredients shall be in accordance with ACI 211.1. Reports from the concrete supplier of each mix design shall state whether the items reported comply with the specifications and shall show (1) the expected strength, (2) corresponding slump, (3) expected drying shrinkage, (4) weights and test results of the ingredients on the basis of field experience and/or trial mixtures in accordance with ACI 318, Chapter 5 with at least 30 tests, and (5) other physical properties necessary to check each mix design. Copies of the reports shall be submitted in accordance with paragraph 03300-1.03.

2.03 WATERSTOPS

Waterstops in construction joints shall be The Burke Company's Vinylock Type RB316-6; Water Seals, Inc., 6-inch Flex-Bulb; or equal. Waterstops in expansion joints shall be The Burke Company's Vinylock Type RB38-9; Water Seals, Inc., 9-inch heavy-duty Flex-Bulb; or equal.

2.04 SEALANTS AND JOINT FILLERS (NOT USED)

2.05 BONDING COMPOUNDS

Epoxy resin bonding compounds shall be used for wet areas and shall be Master Builders Technologies, Concresive series as applicable; Sika Chemical Corporation, Sikadur 35, Hi-Mod LV, Sikadur 32, Hi-Mod, or Sikadur 31, Hi-Mod Gel as applicable; Burke Company 881 LPL Epoxy; or equal.

Nonepoxy bonding compounds shall be used for dry areas and shall be Burke Company, Acrylic Bondcrete; Imperial Chemical Industrial, Inc., Thoro System Products, Acryl 60; Thorobond; or equal. Bonding compounds shall be applied in accordance with the manufacturer's instructions.

2.06 RETARDANT

Retardant for exposing aggregates for nonformed surfaces in construction joints shall be Sika Rugasol-S, Horn Aggretex-H, Burke Company True Etch Surface Retarder, or equal. Retardant shall be applied in accordance with manufacturer's instructions sufficient to assure a minimum penetration of 1/8 inch.

2.07 CURING AND SEALING COMPOUNDS

Curing and sealing compound shall be Master Builders, Masterseal; A. C. Horn Inc., Horn Clearseal EM180; Burke Company Spartan-Cote WB Cure Seal Hardner; or equal; conforming to ASTM C309. Curing compounds shall be clear and shall be applied in accordance with the manufacturer's instructions, except as otherwise specified.

2.08 PRODUCT DATA

The following product data shall be provided in accordance with Section 01300.

2.09 MANUFACTURER'S DATA:

A. Copies of manufacturer's data shall be provided for the following:

1. Waterstops
2. Retardants
3. Curing compounds
4. Bonding compounds
5. Admixtures

B. TEST REPORTS:

Three copies of reports from the concrete supplier shall be provided certifying that all concrete materials comply with the specifications and all test requirements.

C. READY-MIXED CONCRETE TRUCK DELIVERY TICKETS:

Each load of ready-mixed concrete delivered to the job site shall be accompanied by a delivery ticket showing the information listed in ASTM C94, Section 16.

PART 3 - EXECUTION

3.01 GENERAL

Construction of cast-in-place concrete shall be in accordance with the pertinent recommendations contained in ACI Manual of Concrete Practice of 300 Group.

3.02 CONCRETE

Concrete shall be truck-mixed, ready-mixed concrete conforming to the applicable portions of ASTM C94. Materials shall be proportioned by weighing. The Contractor shall be responsible for producing concrete of the specified characteristics.

Concrete shall be delivered to the site of work, and discharge shall be completed within 1-1/2 hours after introduction of the water to the mixture.

3.03 CONVEYING AND PLACING CONCRETE

A. CONVEYING CONCRETE:

Concrete shall be conveyed from the mixer to the forms in accordance with ACI 301, Chapter 8. Concrete which has segregated in conveying shall be removed from the site of the work.

B. PLACING CONCRETE:

1. GENERAL: Concrete shall be placed in accordance with ACI 301, Chapter 8, and ACI 304, Chapter 6. Pumped concrete shall be the class and consistency specified in paragraph 03300-2.02.
2. PLACING CONCRETE IN HOT WEATHER: In hot weather (above 85 degrees F), concrete shall be placed in accordance with ACI 305R.
3. PLACING CONCRETE IN COLD WEATHER: In cold weather (below 45 degrees F), concrete shall be placed in accordance with ACI 306R.

3.04 CONCRETE FORMWORK

Formwork shall be installed in accordance with ACI 347.

3.05 CURING AND SEALING

A. GENERAL:

Concrete curing shall be completed by water curing or by using a clear membrane curing compound or by a combination of both methods. Repairs or treatment of concrete surfaces shall be coordinated so that interruption of the curing will not be necessary.

Concrete surface temperature shall be maintained between 50 degrees F and 80 degrees F for at least 5 days. Curing concrete in hot weather (above 85 degrees F) shall be in accordance with ACI 305 R. Curing concrete in cold weather (below 45 degrees F) shall be in accordance with ACI 306 F.

B. WATER CURING:

When water curing is used, concrete shall be kept wet continuously for a minimum of 10 days after placement. Absorptive mats or fabric may be used to retain moisture during the curing period.

C. CURING COMPOUND:

When curing compound is used, it shall be applied as soon as the concrete has set sufficiently so as not to be marred by the application or immediately following form removal for vertical and other formed surfaces. Preparation of surfaces, quantities used, application procedures, and installation precautions shall be followed in strict compliance with the manufacturer's instructions.

Curing compound shall not be used on concrete surfaces to be coated, waterproofed, or moistureproofed.

3.06 PROTECTION

Concrete shall be protected from injurious action by sun, rain, flowing water, frost and mechanical injury.

3.07 CONSTRUCTION JOINTS

Construction joints shall be located and formed as specified. A rough surface of exposed concrete aggregates shall be produced using a surface retardant at construction joints. The limit of the treated surfaces shall be 1 inch away from the joint edges. Within 24 hours after placing, retarded surface mortar shall be removed either by high pressure water jetting or stiff brushing or combination of both so as to expose coarse aggregates. A rough surface of exposed aggregate may also be produced by sandblasting followed by high pressure water jetting. Sandblasting, if used, shall remove 1/8 inch of laitance film and shall expose coarse aggregate to insure adequate bond.

Reinforcing steel and welded wire fabric shall be continued across construction joints. Waterstops shall be provided in construction joints at locations as specified.

3.08 INSERTS AND EMBEDMENTS

A. INSERTS:

Where pipes, castings or conduits are to pass through structures, the Contractor shall place such pipes or castings in the forms before placing the concrete, or he may provide openings in the concrete for subsequent insertion of such pipes, castings or conduits. Such openings shall be provided with waterstops and V-shaped construction joint as shown and shall have a slight flare to facilitate grouting and permit the escape of entrained air during grouting.

Additional reinforcement shall be provided around large openings as shown.

B. EMBEDMENTS:

Gate frames, gate thimbles, special castings, channels or other miscellaneous metal parts that are to be embedded in the concrete shall be set and secured in the forms prior to concrete placement. Unless otherwise specified, anchor bolts and inserts shall be embedded in concrete as shown. The Contractor shall provide inserts, anchors or other bolts necessary for the attachment of piping, valves, metal parts and equipment. Operators or sleeves for gate or valve stems shall be positioned to clear reinforcing steel, conduit and other embedments, and to align accurately with equipment.

3.09 EXPANSION JOINTS

Expansion joints shall be as specified. Reinforcement or other embedded metal items bonded to the concrete shall not extend through expansion joints. Waterstops shall be provided in expansion joints as specified in paragraph 03300-3.10.

3.10 WATERSTOPS

Waterstops shall be provided at the specified locations. Waterstops shall be securely held in position during placing of concrete. If, after placing concrete, waterstops are materially out of position or shape, the surrounding concrete shall be removed, the waterstop reset, and concrete replaced in accordance with paragraph 03300-3.11.

3.11 MODIFICATION OF EXISTING CONCRETE

Existing concrete shall be removed and the remaining surfaces resurfaced as specified. The remaining concrete shall be protected from damage. Clean lines shall be made by sawing through the existing concrete. The concrete may be broken out after initial saw cuts in the event thickness prevents cutting through. Where it is not possible to use a saw, the initial cuts shall be made with chipping hammers. These cuts shall be sufficient to prevent damage to the remaining concrete. In general, an opening in existing concrete shall be oversized 1 inch on all sides and built back to the correct dimension with an epoxy grout. Where oversized openings cannot be made, the concrete shall be cut to the correct dimension, with the exposed reinforcing cut back an additional 1 inch and the resulting hole filled with epoxy grout. Cut or broken concrete surfaces shall be resurfaced with an epoxy grout. Concrete surfaces to be coated shall be dry. Where new concrete adjoins existing concrete surfaces or surfaces which have been cut, such surfaces shall be cleaned by sandblasting to remove laitance, loose coatings and foreign materials, and coated with the bonding compound just prior to the placement of the new concrete. Bonding compounds shall be as specified in paragraph 03300-2.05. Unless otherwise specified, continuity of reinforcing steel shall be obtained across the joint either by exposing existing bars to provide sufficient laps with new bars or by welding existing bars with new bars. Dowels shall be drilled and set with epoxy grout into existing concrete.

3.12 FORMED SURFACE FINISHES

A. REPAIR OF SURFACE DEFECTS:

Surface defects, including tie holes, minor honeycombing or otherwise defective concrete shall be repaired in accordance with ACI 301, Chapter 9. Areas to be patched shall be cleaned. Patches on exposed surfaces shall be finished to match the adjoining surfaces after they have set. Patches shall be cured as specified for the concrete.

B. FINISHING:

1. FINISH A: Finish A shall be a grout clean finish in accordance with ACI 301, Section 10.3.2. Surfaces shall be lightly sandblasted prior to sacking. For interior areas not exposed to moisture or weather, water used in the mortar shall be mixed with a PVA bonding compound as recommended by the manufacturer. Unless otherwise specified, Finish A shall be provided for all surfaces exposed to view, both painted and unpainted.

2. FINISH B: Finish B shall be the same as Finish A, except that the final burlap rubbing may be omitted, providing the steel trowel scraping removes the loose buildup from the surface. Finish B shall be provided for waterproof and moistureproof coated surfaces.

3. FINISH C: Finish C shall be a finish which has surface imperfections less than 3/8 inch in any dimension. Surface imperfections greater than 3/8 inch shall be repaired or removed and the affected areas neatly patched. Finish C or smoother shall be provided for interior surfaces of tanks and channels from 1 foot below minimum water surfaces and down and otherwise unfinished interior surfaces.

4. FINISH D: Unless otherwise specified, Finish D shall be the finish for surfaces not exposed to view in the finish work or by other construction, which may be left as they come from the forms, except that tie holes shall be plugged and defects greater than 1/2 inch in any dimension shall be repaired.

3.13 SLAB FINISHES

A. GENERAL:

Where finish is not specified, floor slabs shall receive steel troweling. Dry cement shall not be used on new concrete surfaces to absorb excess moisture. Edges shall be rounded to a radius of 1/2 inch. Joints shall be grooved to a radius and depth of 1/4 inch each.

B. FLOAT FINISH:

Float finish shall conform to ACI 301, Section 11.7.2. Floating shall be performed with a hand or power-driven float. Floating of any one area shall be the minimum necessary to produce the finish specified. Floating shall compact and smooth the surface and close any cracks and checking of surfaces. Float finish shall be applied to surfaces of channel and tank bottom slabs and to footings.

C. STEEL TROWEL FINISH:

Steel trowel finish shall conform to ACI 301, Section 11.7.3. Immediately after final troweling, the surface shall be cured and protected as specified in paragraphs 03300-3.05 and 03300-3.06. Steel trowel finish shall be provided on floors unless specified otherwise.

D. BROOMED FINISH:

Broomed finish shall conform to ACI 301, Section 11.7.4. Broomed finish shall be provided for walks, tops of walls, slabs on grade exposed to atmosphere, and where otherwise specified.

3.14 FIELD SAMPLING AND TESTING OF CONCRETE

A. GENERAL:

Field sampling and testing shall be performed by the independent testing laboratory specified in paragraph 03300-1.02 A. Samples of concrete shall be taken at random locations and at such times to represent the quality of the materials and work throughout the project. The laboratory shall provide the necessary labor, materials and facilities for sampling, casting, handling and storing the concrete samples at the site of work. The minimum number of samples and tests are specified in paragraph 03300-3.14 C.

B. SAMPLING:

Concrete shall be sampled as follows and tested in accordance with paragraph 03300-3.14 C. Samples of plastic concrete shall be obtained in accordance with ASTM C172. Samples for pumped concrete shall be taken at the hose discharge point. Samples for other concrete shall be taken at the hopper of transit mix truck.

C. TESTING:

Services of a certified concrete testing laboratory shall be provided at the City's expense to confirm compliance of cast-in-place concrete and CDF with these Specifications. Failure of the concrete to meet the specified requirements shall be grounds for removal and replacement of the failing concrete at the Contractor's expense.

1. STRENGTH TESTS: The strengths specified for the design mix shall be verified by the testing laboratory during placement of the concrete. Verification shall be accomplished by testing standard cylinders of concrete samples taken at the job site.

Standard cylinders shall represent the concrete placed in the forms. One set of three standard cylinders shall be cast for each 50 cubic yards, or fraction thereof, for concrete placed in structures, building slabs and footings, but at least three cylinders shall be taken from any one batch. Casting, handling and curing of cylinders shall be in accordance with ASTM C31. Additional cylinders shall be provided when an error in batching is suspected. For the first 24 hours after casting, the cylinders shall be kept moist in a storage box constructed and located so that its interior air temperature will be between 60 and 80 degrees F. At the end of 24 hours, the cylinders shall be transported to the testing laboratory.

Testing of specimens for compressive strength shall be in accordance with ASTM C39. Tests shall be made at 7 and 28 days from time of casting. One test cylinder from each group of three shall be tested at the end of 7 days, and two shall be tested at the end of 28 days. Each strength test result shall be the average of the strengths of two test cylinders at 28 days, except that if one cylinder in a set of two shows evidence of low strength due to improper sampling, casting, handling or curing, the result of the remaining one cylinder shall be used.

The average of any three consecutive 28-day strength test results of the cylinders representing each class of concrete shall be equal to or greater than the specified strength and not more than 10 percent of the strength test results shall have values less than the specified 28-day strength for the total job concrete. No individual strength test results shall be less than the specified strength by more than 500 pounds per square inch.

Certified reports of the test results shall be provided directly to the Construction Manager. Test reports shall include sufficient information to identify the mix used, the stationing or location of the concrete placement, and the quantity placed. Slump and ambient temperature shall be noted.

If the 28-day test results fall below the specified compressive strength for the class of concrete required for any portion of the work, adjustment in the proportions, water content, or both, shall be made as necessary at the Contractor's expense. Changes and adjustments shall be reported in writing to the Construction Manager.

If compressive test results indicate concrete in place may not meet structural requirements, tests shall be made to determine if the structure or portion thereof is structurally sound. Tests may include, but not be limited to, cores in accordance with ASTM C42 and any other analyses or load tests acceptable to the Construction Manager. Costs of such tests shall be borne by the Contractor.

2. TESTS FOR CONSISTENCY OF CONCRETE: The slump shall be as specified when measured in accordance with ASTM C143. Samples for slump determination shall be taken from the concrete during placing. Slump tests shall be performed whenever standard cylinders are cast.

D. FINAL LABORATORY REPORT:

A final report, prepared by the testing laboratory, shall be provided at the completion of all concreting. This report shall summarize the findings concerning concrete used in the project and provide totals of concrete used by class and structure.

3.15 CLEANUP

Upon completion of the work and prior to final inspection, the Contractor shall clean all concrete surfaces, except outside sidewalks or paved areas and those having curing and sealing compound.

END OF SECTION

DRAFT

APPENDIX T-A

PUBLIC HIGHWAY AT-GRADE CROSSING IMPROVEMENT AGREEMENT

DRAFT

UPRR Folder No.: 2808-28

PUBLIC HIGHWAY AT-GRADE CROSSING IMPROVEMENT AGREEMENT

BETWEEN

UNION PACIFIC RAILROAD COMPANY

AND THE

CITY OF COLFAX

COVERING THE

IMPROVEMENT OF THE EXISTING GRASS VALLEY ROAD AT-GRADE PUBLIC ROAD CROSSING
DOT NO.: 753151U

AT

RAILROAD MILE POST 141.91 – ROSEVILLE SUBDIVISION

IN OR NEAR

COLFAX,
PLACER COUNTY,
CALIFORNIA

Railroad Copy

BUILDING AMERICA DRAFT

UPRR Folder No.: 2808-28

UPRR Audit No.: _____

PUBLIC HIGHWAY AT-GRADE CROSSING IMPROVEMENT AGREEMENT

Grass Valley Road – DOT No. 753151U
Mile Post 141.91- Roseville Subdivision
Colfax, Placer County, California

THIS AGREEMENT ("Agreement") is made and entered into as of the 17th day of January, 2014 ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and **CITY OF COLFAX**, a municipal corporation of the State of California to be addressed at PO Box 702, 33S. Main Street, Colfax, CA 95713 ("City").

RECITALS:

The City desires to undertake as its project (the "Project") the improvement of the existing at-grade public road crossing over Grass Valley Road, (DOT No. 753151U), which includes the narrowing of the existing Grass Valley Roadway and the removal of cantilever and flashing lights with a gate in the SE quad; the installation of new flashing lights with a gate in the proper location to comply with MUTCD; and the installation of a ped and flashers in off quadrants at Railroad's Mile Post 141.91 on the Railroad's Roseville Subdivision at or near Colfax, Placer County, California (the "Crossing Area"). The Crossing Area is shown on the Railroad Location Print marked **Exhibit A** and detailed on the Detailed Print marked **Exhibit A-1**, with each exhibit being attached hereto and hereby made a part hereof. The portion of the roadway located within the Crossing Area is the "Roadway".

The right of way currently utilized by the City for the existing Grass Valley Road at-grade public road crossing pursuant to the Agreement between the City and the Railroad dated December 12, 1978, at Railroad Audit number 59374 is sufficient to allow for the improvement of the Roadway.

The Railroad and the City are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

ARTICLE 1. EXHIBIT B

The General Terms and Conditions marked **Exhibit B,** are attached hereto and hereby made a part hereof.

DRAFT

ARTICLE 2. RAILROAD GRANTS RIGHT

For and in consideration of the sum of **One Thousand DOLLARS ($1,000.00)** to be paid by the City to the Railroad upon the execution and delivery of this Agreement and in further consideration of the City's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the City the right to construct, maintain and repair the Roadway over and across the Crossing Area.

ARTICLE 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the City to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

ARTICLE 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the City shall require the Contractor to:

   i. execute the Railroad's then current Contractor's Right of Entry Agreement
   ii. obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
   iii. provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The City confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UPRR Folder No. 2808-28

D. If the City's own employees will be performing any of the Project work, the City may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

ARTICLE 5. FEDERAL AID POLICY GUIDE

If the City will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

ARTICLE 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The City agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

ARTICLE 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO CITY; CITY'S PAYMENT OF BILLS

A. The work to be performed by the Railroad, at the City's sole cost and expense, is described in the Railroad's Material and Force Account Estimate dated May 3, 2013, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is $169,592.00.

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the City in the event the City does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The City acknowledges that the Estimate does not include any estimate of flagging or other protective service costs that are to be paid by the City or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the City or the Contractor as determined by the Railroad and the City. If it is determined that the Railroad will be billing the Contractor directly for such costs, the City agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the City during the Project and final billing to the City within one hundred eighty (180) days after receiving written notice from the City that all Project work affecting the Railroad's property has been completed.

E. The City agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

ARTICLE 8. PLANS

A. The City, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the City or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the City or Contractor on the Plans is at the risk of the City and Contractor.

ARTICLE 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and City mutually agree in writing to:

   i. deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B,
   ii. deem the Non Railroad Facilities part of the Structure, and
   iii. supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

ARTICLE 10. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the City in the event the City does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the City shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the

date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

ARTICLE 11. CONDITIONS TO BE MET BEFORE CITY CAN COMMENCE WORK

Neither the City nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

i. The Railroad and City have executed this Agreement.
ii. The Railroad has provided to the City the Railroad's written approval of the Plans.
iii. Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
iv. Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contactor's Right of Entry Agreement.

ARTICLE 12. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and City agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

ARTICLE 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. City shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and City.

ARTICLE 14. SIGNAL MAINTENANCE

The State and the Railroad agree to split equally the cost of maintenance of the automatic grade-crossing protection as provided for in California Public Utilities Code Section 1202.2 and as allocated by the Public Utilities Commission.

ARTICLE 15. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the City will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the City agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The City confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore,

(i) the ARRA reporting requirements are the responsibility of the City and not of the Railroad, and
(ii) the City shall not delegate any ARRA reporting responsibilities to the Railroad.

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The City also confirms and acknowledges that

(i) the Railroad shall provide to the City the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and

(ii) such standard and customary billing and documentation from the Railroad provides the information needed by the City to perform and complete the ARRA reporting documents.

The Railroad confirms that the City and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

ARTICLE 16. TERMINATION OF ORIGINAL AGREEMENT

Upon the completion of the Roadway, the Original Agreement shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Roadway.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: Daniel A. Leis
DANIEL A. LEIS
General Director – Real Estate

ATTEST:

By Karen Pierce

(SEAL)

CITY OF COLFAX

By Gabe Armstrong
Printed Name: Gabe Armstrong
Title: Interim City Manager

Pursuant to Resolution/Order No. 49-2013
dated: November 13, 2013
hereto attached.

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RAILROAD LOCATION PRINT
ACCOMPANYING A
CROSSING IMPROVEMENTAGREEMENT/CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

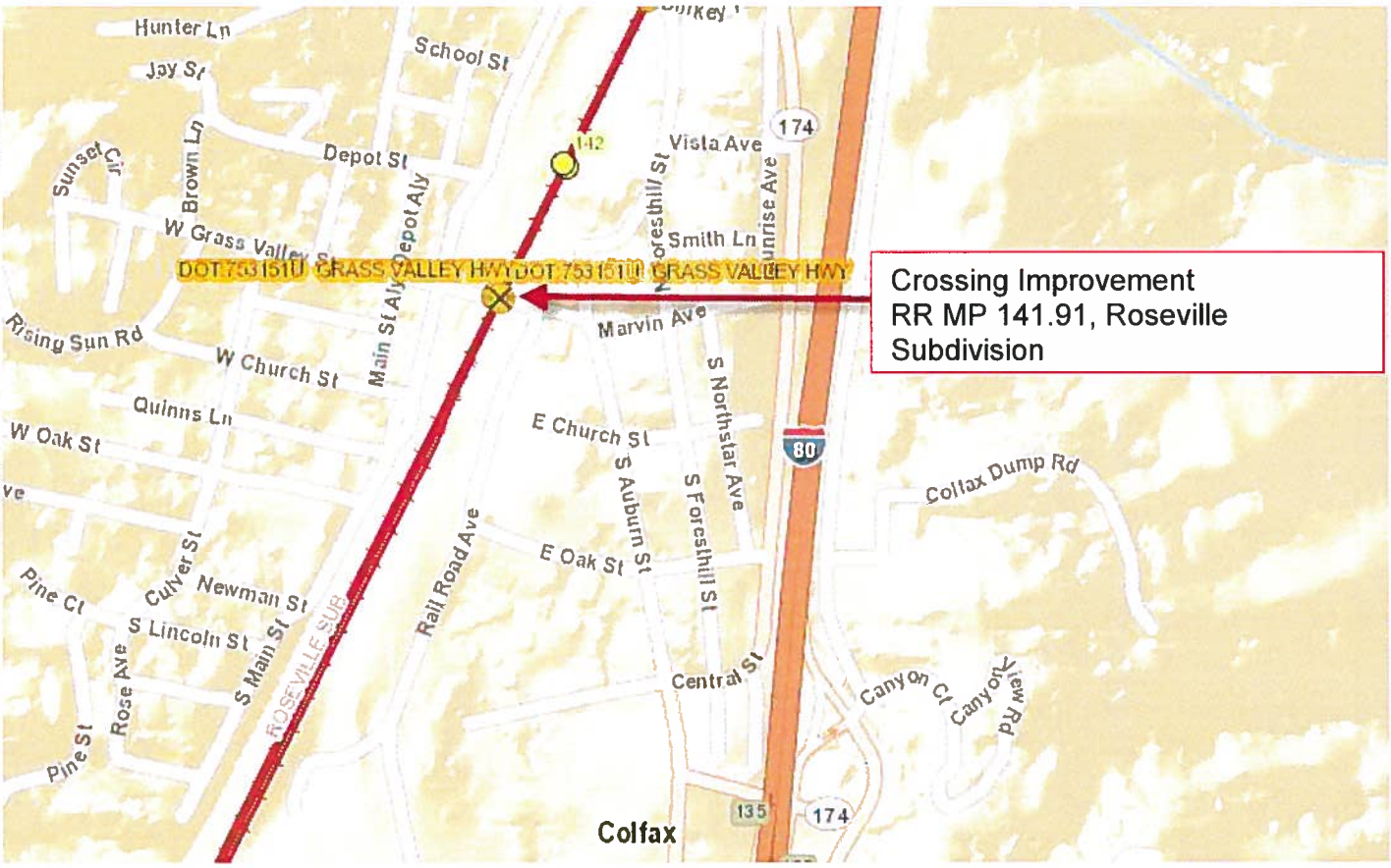

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

ROSEVILLE SUBDIVISION
RAILROAD MILE POSTS 141.91
COLFAX, PLACER COUNTY, CA.

To accompany a Crossing Improvement Agreement with the
CITY OF COLFAX

Removal of cantilever and flashing lights with gate in the SE quad and install new flashing lights with gate in proper location to comply with MUTCD and install ped and flashers in off quadrants on at-grade Public Road crossing, DOT No 753151U.

UPRR Folder No. 2808-28 Date: July 29, 2013

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.

PHONE: 1-(800) 336-9193

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EXHIBIT A

To Public Highway At-Grade Crossing Agreement

Cover Sheet for the Railroad Location Print

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EXHIBIT A-1

To Public Highway At-Grade Crossing Agreement

Cover Sheet for the Detailed Prints

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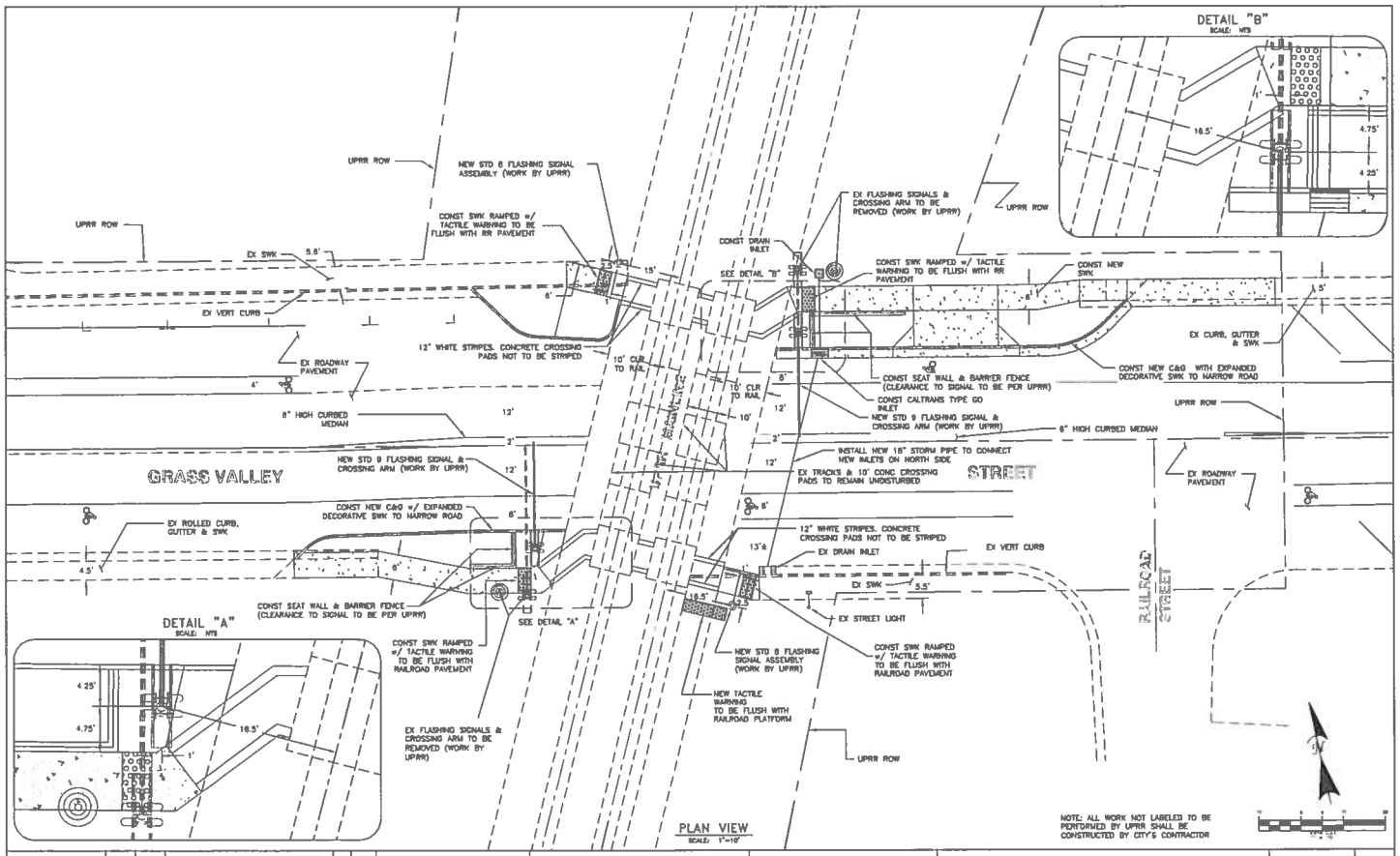
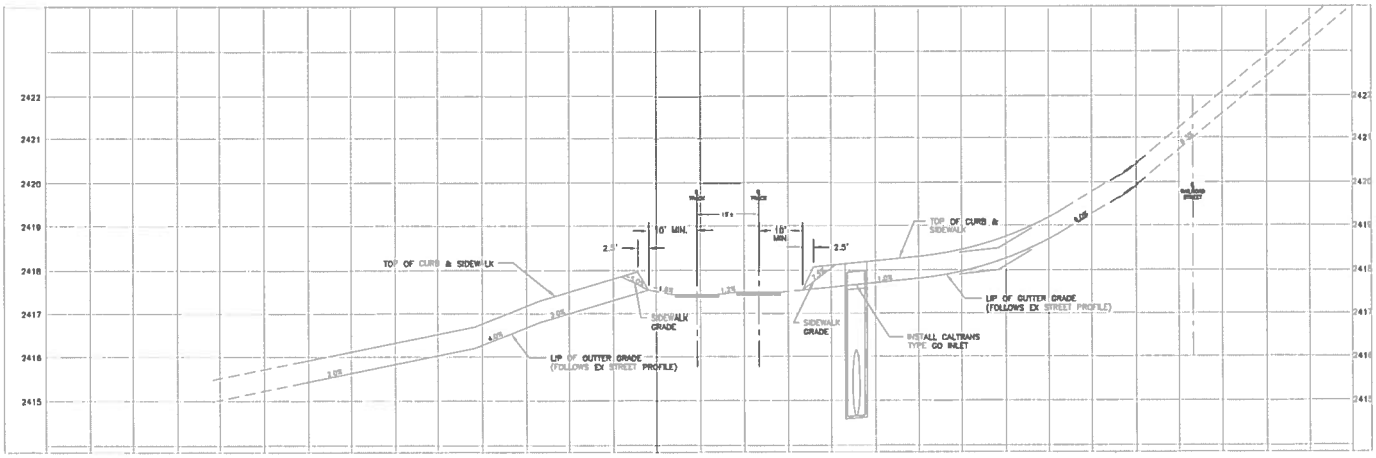

DETAIL "B"
SCALE: NTS
UPRR ROW
NEW STD 8 FLASHING SIGNAL ASSEMBLY (WORK BY UPRR)
CONST SWK RAMPED w/ TACTILE WARNING TO BE FLUSH WITH RR PAVEMENT
EX SWK
EX VERT CURB
12" WHITE STRIPES. CONCRETE CROSSING PADS NOT TO BE STRIPED
EX ROADWAY PAVEMENT
8" HIGH CURBED MEDIAN
GRASS VALLEY
NEW STD 9 FLASHING SIGNAL & CROSSING ARM (WORK BY UPRR)
CONST NEW C&G w/ EXPANDED DECORATIVE SWK TO NARROW ROAD
EX ROLLED CURB, GUTTER & SWK
CONST SEAT WALL & BARRIER FENCE (CLEARANCE TO SIGNAL TO BE PER UPRR)
SEE DETAIL "A"
DETAIL "A"
SCALE: NTS
CONST SWK RAMPED w/ TACTILE WARNING TO BE FLUSH WITH RAILROAD PAVEMENT
EX FLASHING SIGNALS & CROSSING ARM TO BE REMOVED (WORK BY UPRR)
CONST DRAIN INLET
SEE DETAIL "B"
EX FLASHING SIGNALS & CROSSING ARM TO BE REMOVED (WORK BY UPRR)
CONST SWK RAMPED w/ TACTILE WARNING TO BE FLUSH WITH RR PAVEMENT
CONST NEW SWK
EX CURB, GUTTER & SWK
CONST NEW C&G WITH EXPANDED DECORATIVE SWK TO NARROW ROAD
CONST SEAT WALL & BARRIER FENCE (CLEARANCE TO SIGNAL TO BE PER UPRR)
CONST CALTRANS TYPE GO INLET
NEW STD 9 FLASHING SIGNAL & CROSSING ARM (WORK BY UPRR)
8" HIGH CURBED MEDIAN
INSTALL NEW 18" STORM PIPE TO CONNECT NEW INLETS ON NORTH SIDE
EX TRACKS & 10' CONC CROSSING PADS TO REMAIN UNDISTURBED
STREET
12" WHITE STRIPES. CONCRETE CROSSING PADS NOT TO BE STRIPED
EX DRAIN INLET
EX VERT CURB
EX SWK
EX STREET LIGHT
NEW STD 8 FLASHING SIGNAL ASSEMBLY (WORK BY UPRR)
CONST SWK RAMPED w/ TACTILE WARNING TO BE FLUSH WITH RAILROAD PAVEMENT
NEW TACTILE WARNING TO BE FLUSH WITH RAILROAD PLATFORM
RAILROAD STREET
EX ROADWAY PAVEMENT
PLAN VIEW
SCALE: 1"=10'
NOTE: ALL WORK NOT LABELED TO BE PERFORMED BY UPRR SHALL BE CONSTRUCTED BY CITY'S CONTRACTOR
DESIGNED BY AU
DRAWN BY AU/JC
CHECKED BY AU/JC
REV. DATE DESCRIPTION BY APP'D
PONTICELLO ENTERPRISES
PEDESTRIAN IMPROVEMENTS AT UPRR GRADE CROSSING
CITY OF COLFAX
PLACER COUNTY, CA
ROAD NAME: GRASS VALLEY RD.
RAILROAD MILE POST: 141.81
RAILROAD SUBDIVISION: ROSEVILLE SUB
007073131U
SCALE: HORIZ: 1"=10' VERT: 1"=1'
FILE:
DATE: 13-DEC-2013
JOB NO.
SHEET 1 OF 2

DRAFT



PROFILE VIEW
SCALE: HORIZ. - 1"=10'
VERT. - 1"=1'

DESIGNED BY AU					
DRAWN BY AU/JC					
CHECKED BY AU/JC					
	REV.	DATE	DESCRIPTION	BY	APP'D.

PONTICELLO ENTERPRISES

PEDESTRIAN IMPROVEMENTS AT
UPRR GRADE CROSSING

CITY OF COLFAX PLACER COUNTY, CA

ROAD NAME: GRASS VALLEY RD. RAILROAD SUBDIVISION: ROSEVILLE SUB
RAILROAD MILE POST: 141.81 DOT#753131U

SCALE:
HORIZ: 1"=10'
VERT: 1"=1'

FILE:
DATE: 13-DEC-2012
JOB NO.

SHEET 2 of 2

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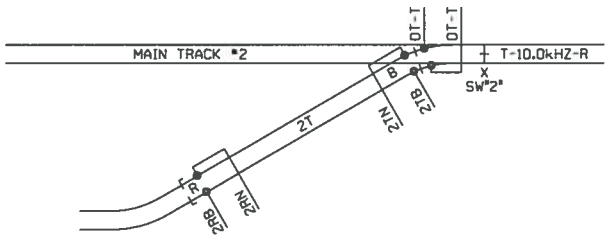

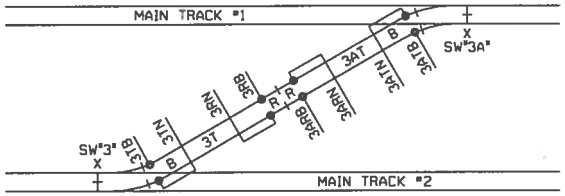

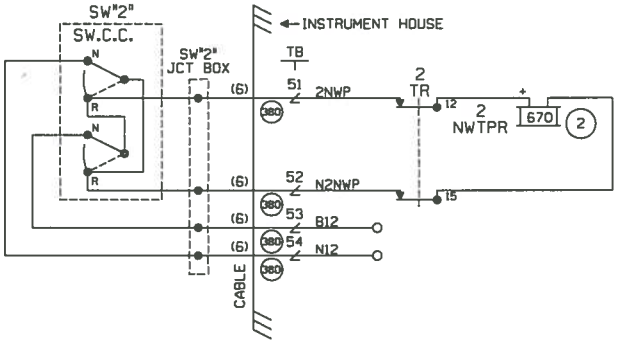

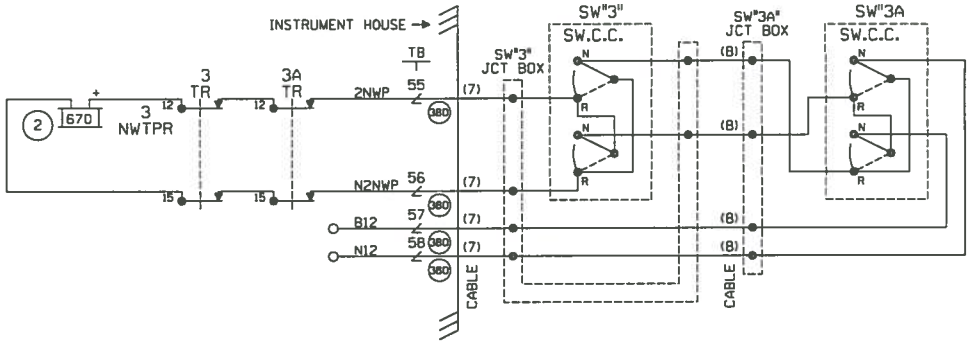

W(S) ←—○—→ E(N)

CABLE TABULATION

CABLE #6 7C #14 U.G.B.T. HOUSE TO SW"2" JCT BOX
CABLE #7 7C #14 U.G.B.T. HOUSE TO SW"3" JCT BOX
CABLE #8 7C #14 U.G.B.T. SW"3" JCT BOX TO SW"3A" JCT BOX

NEW SHEET

Changed 2/6/13 INSTALL NEW DATES. FLS & OCP 4000 IN A NEW BUNGALOW FOR THE REDESIGN OF THE XING @ GRASS VALLEY HWY. M.P. 141.91. Req'd: VO#: 15680 Ck: /WIT/JTB

MODIFICATION LEVEL	
C.A. LAST LEVEL CHECKED	DU
LAST LEVEL MOD THIS TYPICAL	DU
LAST LEVEL BY DESIGNER	DU
CHANGED FROM TYPICAL?	Y
mr 01.24.11 4K 17DGG.1	

CIRCUIT MODIFICATIONS ARE NOT TO BE MADE WITHOUT AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN

Date: 2/6/13
Des: WIT
Chk: JPW
AFE: 15680

UNION PACIFIC RAILROAD

COLFAX, CALIFORNIA
GRASS VALLEY HIGHWAY
ROSEVILLE SUBDIVISION

Office of Sr AVP Engineering - Signal/TCO Omaha, Nebraska

Sh.: 1A
DOT 753151U
MP: 141.91
ID: A141.91.1AX

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EXHIBIT B

To Public Highway At-Grade Crossing Agreement

Cover Sheet for the General Terms and Conditions

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EXHIBIT B

TO PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT

GENERAL TERMS AND CONDITIONS

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The City shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the City shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the City for the purpose of conveying electric power or communications incidental to the City's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the City to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the City shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The City shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the City at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the City will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the City will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF ROADWAY

A. The City, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the City, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the City shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the City upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the City shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the City. The City hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the City, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the City is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the City at the City's own expense, or by the Railroad at the expense of the City, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the City of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the City shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The City shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by and at the expense of the Railroad.

B. If, in the future, the City elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timer planking, the Railroad, at the City's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the City shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the City shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the City that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions**. All references in this Agreement to the City shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the City shall include work both within and outside of the Railroad's property.

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BUILDING AMERICA®

B. **Entry on to Railroad's Property by City**. If the City's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the City shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the City, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the City's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of City's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging**.

i. If the City's employees need to enter Railroad's property as provided in Paragraph B above, the City agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by City in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform City whether a flagman need be present and whether City needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill City for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, City agrees that City is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

ii. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, City shall pay on the basis of the new rates and charges.

iii. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though City may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, City must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, City will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws**. The City shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The City shall use only such methods as are consistent with safety, both as concerns the City, the City's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The City (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the City to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the City shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The City further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays**. The City shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision**. The City, at its own expense, shall adequately police and supervise all work to be performed by the City, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the City for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the City with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the City will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work**. If at any time the City's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the City is being or is about to be done or prosecuted without due regard and precaution for safety and security, the City shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris**. The City shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the City at the City's own expense or by the Railroad at the expense of the City. The City shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives**. The City shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation**. The City shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The City shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The City, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the City in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage**. The City, at the City's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The City, at the City's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the City, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The City shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice**. Before commencing any work, the City shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables**. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption

and loss of revenue and profits. City shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the City. If it is, City will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the City, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the City shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of City for a period of three (3) years following the date of Railroad's last billing sent to City.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

A. If the City shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the City will reimburse the Railroad for the expenses thereof.

B. Nonuse by the City of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the City hereunder.

C. The City will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the City and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the City shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the City and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

DRAFT

EXHIBIT C

To Public Highway At-Grade Crossing Agreement

Cover Sheet for the
Railroad's Material & Force Account Estimate

DRAFT

DATE: 2013-05-03

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2013-11-01

DESCRIPTION OF WORK:
INSTALL AUTOMATIC FLASHING LIGHT CROSSING SIGNALS
WITH GATES AT COLFAX, CA GRASS VALLEY HWY
M.P. 141.91 ON THE ROSEVILLE SUB DOT#753151U
WORK TO BE PERFORMED BY RAILROAD WITH EXPENSE AS BELOW:
SIGNAL - CITY - 100%
ESTIMATED USING FEDERAL ADDITIVES WITH INDIRECT AND
OVERHEAD CONSTRUCTION COSTS - SIGNAL 176.51%

PID: 79437 AWO: 15680 MP,SUBDIV: 141.91, ROSEVILLE
SERVICE UNIT: 19 CITY: COLFAX STATE: CA

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			7004		7004		7004
LABOR ADDITIVE 176.51%			20812		20812		20812
SIG-HWY XNG			4821		4821		4821
TOTAL ENGINEERING			32637		32637		32637
SIGNAL WORK							
BILL PREP			900		900		900
CANT FOUNDATION REMOVAL				5000	5000		5000
CONTRACT				2232	2232		2232
LABOR ADDITIVE 176.51%			54377		54377		54377
MATL STORE EXPENSE				14	14		14
PERSONAL EXPENSES				13875	13875		13875
ROCK/GRAVEL/FILL				2750	2750		2750
SALES TAX				893	893		893
SIDEWALK REPAIR				2500	2500		2500
SIGNAL			29907	22325	52232		52232
TRANSP/IB/OB/RCLW CONTR				2181	2181		2181
ENVIRONMENTAL -PERMITS				1	1		1
TOTAL SIGNAL			85184	51771	136955		136955
LABOR/MATERIAL EXPENSE			117821	51771			
RECOLLECTIBLE/UPRR EXPENSE					169592	0	
ESTIMATED PROJECT COST							169592

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

DRAFT

EXHIBIT D

To Public Highway At-Grade Crossing Agreement

Cover Sheet for the Contractor's Right of Entry Agreement

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Folder No.: 2808-28

UPRR Audit No.:

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2013, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and

_____ (*Name of Contractor*)

a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by the City of Colfax ("City") to perform work relating to the improvement of the existing at-grade public road crossing over Grass Valley Road, (DOT No. 753151U), which includes the narrowing of the existing Grass Valley Roadway and the removal of cantilever and flashing lights with a gate in the SE quad; the installation of new flashing lights with a gate in the proper location to comply with MUTCD; and the installation of a ped and flashers in off quadrants (the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of the Railroad's Mile Post 141.91 on the Railroad's Roseville Subdivision, (DOT No. 753151U), in or near Colfax, Placer County, California, as such location is in the general location shown on the Railroad Location Print marked **Exhibit A**, and as specified on the Detailed Prints marked **Exhibit A-1**, each attached hereto and hereby made a part hereof, which work is the subject of a contract dated _____ between the Railroad and the City of Colfax. *(Date of Contract)*

The Railroad is willing to permit the Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C & D.

The General Terms and Conditions contained in **Exhibit B**, the Insurance Requirements contained in **Exhibit C**, and the Minimum Safety Requirements contained in **Exhibit D**, each attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

MICHAEL UPTON MGR TRACK MNTCE 1 SOUTH PYRAMID WAY SPARKS, NV 89431 (559) 240-3734	GARRET R. BROOKS MGR SIGNAL MNTCE 401 RAILROAD ST. COLFAX, CA 95713 (916) 628-1046

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

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ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until _____, unless sooner terminated as herein
(Expiration Date)
provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.

B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, MS 1690
Omaha, NE 68179-1690
UPRR Folder No.: 2808-28

ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 9 - CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

ARTICLE 10 - CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable

Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 11 - EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By:_____

Contracts

(Name of Contractor)

By_____

Printed Name:_____

Title:_____

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EXHIBIT B

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

GENERAL TERMS & CONDITIONS

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least thirty (30) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work , even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in

Exhibit D, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

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Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

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EXHIBIT C

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

A. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. BUSINESS AUTOMOBILE COVERAGE INSURANCE. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided.

Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. RAILROAD PROTECTIVE LIABILITY INSURANCE. Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

E. UMBRELLA OR EXCESS INSURANCE. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. POLLUTION LIABILITY INSURANCE. Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least

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$5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

OTHER REQUIREMENTS

G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. CLOTHING

A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

i. Waist-length shirts with sleeves.
ii. Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
iii. Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. PERSONAL PROTECTIVE EQUIPMENT

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

i. Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
ii. Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
iii. Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:

- 100 feet of a locomotive or roadway/work equipment
- 15 feet of power operated tools
- 150 feet of jet blowers or pile drivers
- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)

iv. Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. ON TRACK SAFETY

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

i. Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.

ii. Wear an orange, reflectorized workwear approved by the Railroad Representative.
iii. Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. EQUIPMENT

A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

i. Familiar and comply with Railroad's rules on lockout/tagout of equipment.
ii. Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
iii. Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.

B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.

C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.

D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. GENERAL SAFETY REQUIREMENTS

A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.

B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.

D. All employees comply with the following safety procedures when working around any railroad track:

i. Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
ii. Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
iii. In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
iv. Avoid walking or standing on a track unless so authorized by the employee in charge.
v. Before stepping over or crossing tracks, look in both directions first.
vi. Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.

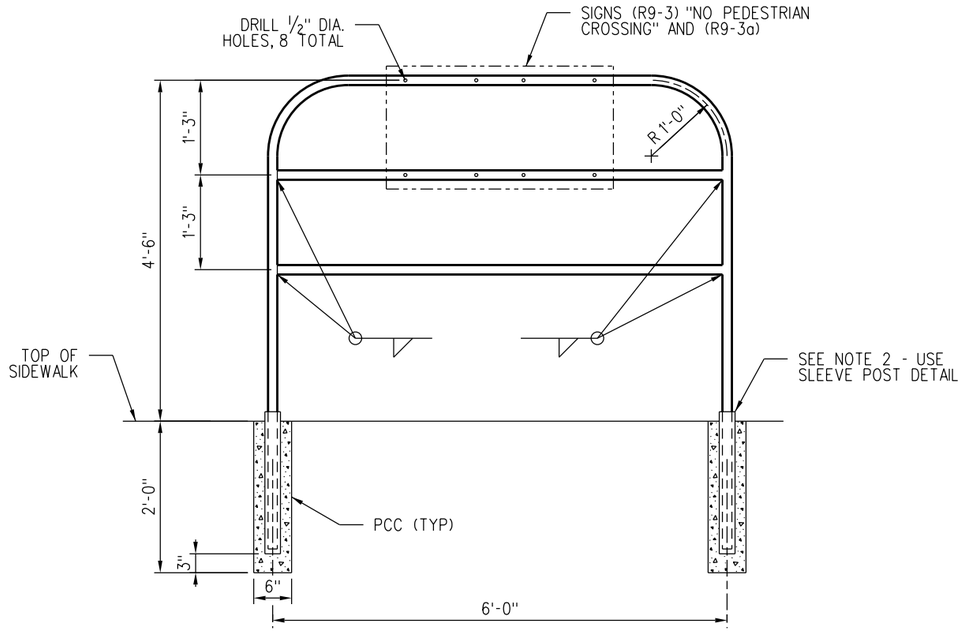
E. All employees must comply with all federal and state regulations concerning workplace safety.

DRAFT

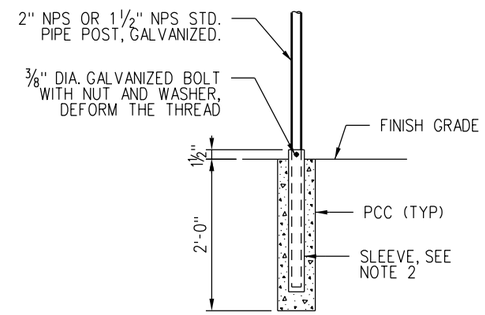
APPENDIX T-B

PEDESTRIAN BARRIER DETAIL

DRAFT



TYPE 1

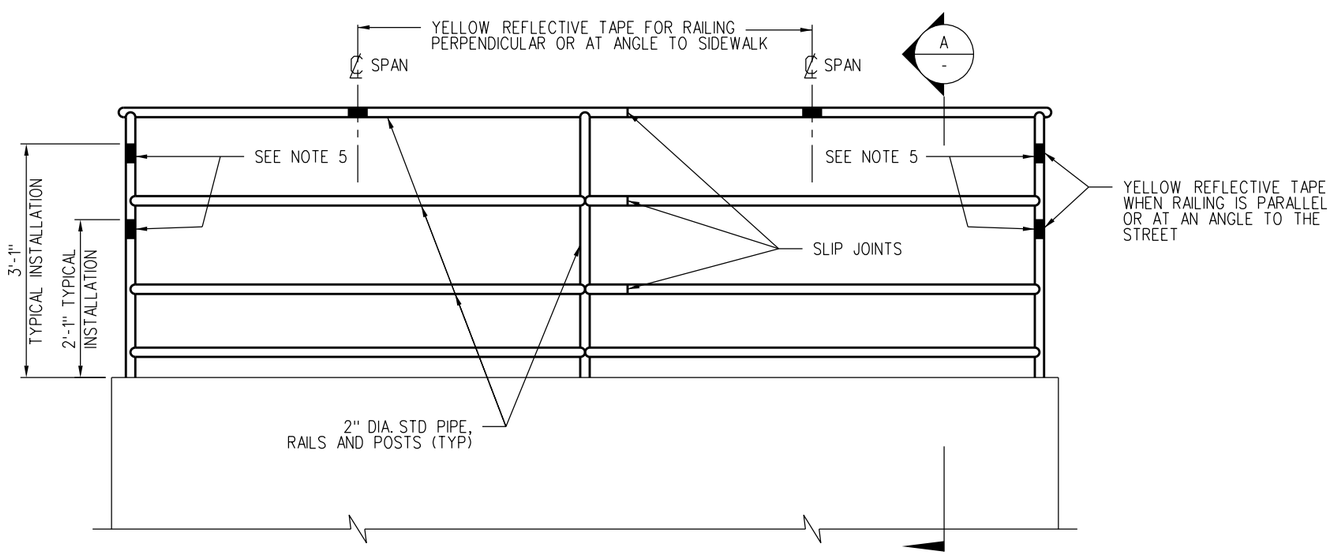


SLEEVE POST DETAIL

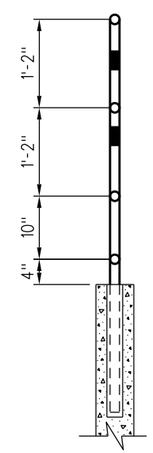
NOTES:

1. PEDESTRIAN BARRICADE SHALL BE AS PER CALTRANS PLAN ES-7P AND AS MODIFIED HEREWITH.
2. PIPE POST TO BE SET 1'-6" BACK FROM FACE OF CURB UNLESS OTHERWISE SPECIFIED.
3. STEEL SLEEVE TO BE CONSTRUCTED WITH A DIAMETER OF 1/10" LARGER THAN POST. WALL THICKNESS OF SLEAVE TO BE SAME AS POST OR LARGER.
4. CONTRACTOR MAY SUBMIT ALTERNATIVE DETAILS FOR APPROVAL BY SCRRA.
5. FOR MINIMUM PIPE DIAMETERS AND WALL THICKNESS REFER TO ASTM A6M.
6. THE LOCATION OF BARRICADE SHALL BE COORDINATED WITH LOCAL AUTHORITY AND SCRRA.
7. THE "CROSS ONLY AT CROSSWALKS" (R9-2) AND "USE CROSSWALK" (R9-3b) SIGNS AS PER CA MUTCD SHALL BE INSTALLED AT APPROPRIATE LOCATIONS AS NEEDED.

PEDESTRIAN BARRICADE DETAILS



TYPE B



SECTION A

NOTES:

1. METAL HAND RAILING SHALL BE AS PER APWA STANDARD PLAN 600-2, "TYPE B" AND AS MODIFIED HEREWITH.
2. RAILS, POSTS AND PICKETS SHALL BE GALVANIZED STEEL PIPE.
3. MAXIMUM SPACING OF POSTS SHALL BE 8'-0" ON STRAIGHT ALIGNMENTS, AND 6'-0" ON CURVED ALIGNMENTS WITH LESS THAN 30' RADIUS. MAKE SPACING UNIFORM BETWEEN CHANGES IN ALIGNMENTS.
4. WELDS SHALL BE SLOT OR FILLET WELDS EQUAL TO THICKNESS OF PIPE. WELD ALL JOINTS ALL AROUND.
5. INSTALL HIGH VISIBILITY YELLOW REFLECTIVE TAPE 3" x 3".

METAL HAND RAILING DETAILS

REV.	DATE	DESCRIPTION	DES.	ENG.
X	XX-XX-XX	REVISION	XX	XX

DRAWN BY: A. CARLOS DATE: 03/31/2011

ASSISTANT DIRECTOR: STANDARDS & DESIGN

DIRECTOR OF ENGINEERING AND CONSTRUCTION

SCRRA ENGINEERING STANDARDS ARE INTENDED FOR SCRRA APPROVED USES ONLY. FOR NON-SCRRA APPROVED USES:
SCRRA SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THE DATA OR INFORMATION CONTAINED HEREIN. THE SELECTION AND USE OF THESE STANDARDS IS THE SOLE RESPONSIBILITY OF THE USER AND SHOULD NOT BE USED WITHOUT CONSULTING A REGISTERED PROFESSIONAL ENGINEER. ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND ARE DISCLAIMED. ANYONE MAKING USE OF THIS INFORMATION AGREES THAT IT ASSUMES ALL LIABILITY ARISING FROM SUCH USE. NO PART OF THESE STANDARDS SHOULD BE REPRODUCED OR DISTRIBUTED IN ANY FORM OR BY ANY MEANS WITHOUT THE PRIOR WRITTEN PERMISSION OF SCRRA. ALL RIGHTS RESERVED.

METROLINK®
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
ONE GATEWAY PLAZA, 12TH FLOOR, L. A., CA. 90012

ENGINEERING STANDARDS

PEDESTRIAN BARRICADE AND METAL HAND RAILING DETAILS

STANDARD 4005
SCALE: NTS
REVISION –
SHEET 1 OF 1
CADD FILE: ES4005

DRAFT

APPENDIX T-C

Categorical Exemption/Categorical Exclusion Determination

DRAFT

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM

03-Pla-City of Colfax			CML 5187 (007)
Dist.-Co.-Rte. (or Local Agency)	P.M./P.M.	E.A/Project No.	Federal-Aid Project No. (Local Project)/Project No.

PROJECT DESCRIPTION: (Briefly describe project including need, purpose, location, limits, right-of-way requirements, and activities involved in this box. *Use Continuation Sheet, if necessary.)*

The City of Colfax proposes to provide pedestrian and bike improvements and rehabilitate the roadway on Grass Valley Street between South Auburn Street and Rising Sun Road. The road rehabilitation will include grinding and replacing existing pavement, repairing sections of aggregate base, crack filling existing pavement, applying seal coats to pavement, removing abandoned railroad tracks and ties, raising manhole and valve boxes to grade, signing and striping a new bike route and replacing existing striping. The proposed improvements to the active Union Pacific Railroad

(continued)

CEQA COMPLIANCE *(for State Projects only)*

Based on an examination of this proposal and supporting information, the following statements are true and exceptions do not apply (See 14 CCR 15300 et seq.):

- If this project falls within exempt class 3, 4, 5, 6 or 11, it does not impact an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law.
- There will not be a significant cumulative effect by this project and successive projects of the same type in the same place, over time.
- There is not a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances.
- This project does not damage a scenic resource within an officially designated state scenic highway.
- This project is not located on a site included on any list compiled pursuant to Govt. Code § 65962.5 ("Cortese List").
- This project does not cause a substantial adverse change in the significance of a historical resource.

CALTRANS CEQA DETERMINATION (Check one)

☐ **Exempt by Statute.** (PRC 21080[b]; 14 CCR 15260 et seq.)

Based on an examination of this proposal, supporting information, and the above statements, the project is:

☐ **Categorically Exempt. Class** . (PRC 21084; 14 CCR 15300 et seq.)

☐ **Categorically Exempt. General Rule exemption.** [This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (CCR 15061[b][3].)

Print Name: Environmental Branch Chief		Print Name: Project Manager/DLA Engineer	
Signature	Date	Signature	Date

NEPA COMPLIANCE

In accordance with 23 CFR 771.117, and based on an examination of this proposal and supporting information, the State has determined that this project:

- does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS), and
- has considered unusual circumstances pursuant to 23 CFR 771.117(b).

CALTRANS NEPA DETERMINATION (Check one)

☒ **23 USC 326:** The State has determined that this project has no significant impacts on the environment as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b). As such, the project is categorically excluded from the requirements to prepare an environmental assessment or environmental impact statement under the National Environmental Policy Act. The State has been assigned, and hereby certifies that it has carried out the responsibility to make this determination pursuant to Chapter 3 of Title 23, United States Code, Section 326 and a Memorandum of Understanding dated June 07, 2013, executed between the FHWA and the State. The State has determined that the project is a Categorical Exclusion under:

- ☒ **23 CFR 771.117(c): activity (c)(_3__)**
- ☐ **23 CFR 771.117(d): activity (d)(___)**
- ☐ **Activity ___ listed in Appendix A of the MOU between FHWA and the State**

☐ **23 USC 327:** Based on an examination of this proposal and supporting information, the State has determined that the project is a CE under 23 USC 327.

Susan D. Bauer		**Ross Foon**	
Print Name: Environmental Branch Chief		Print Name: Project Manager/DLA Engineer	
Susan D. Bauer	9-5-14	Harminder Bas FOR HARMINDER BASI	09-05-2014
Signature	Date	Signature	Date

Date of Categorical Exclusion Checklist completion: 9-4-14 | Date of ECR or equivalent : NA

Briefly list environmental commitments on continuation sheet. Reference additional information, as appropriate (e.g., CE checklist, additional studies and design conditions).

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

03-Pla-City of Colfax			CML 5187 (007)
Dist.-Co.-Rte. (or Local Agency)	P.M./P.M.	E.A/Project No.	Federal-Aid Project No. (Local Project)/Project No.

Continued from page 1:

(UPRR) Crossing consists of aligning new curbs, narrowing the existing two-lane roadway on approaches to the railroad crossing to allow for sidewalks on either side of the railroad crossing. This includes striped channelization of walkways across the track zone. In addition, construction of decorative landscape or hardscape in the area of displaced roadway will improve delineation of new sidewalk zones. Wider sidewalks and hardscape will be provided on the east side of the tracks in sufficient width to provide for occasional railroad maintenance traffic along UPRR maintenance corridor. A two-foot curbed median and edge delineation for vehicle lanes across the track zone will also be provided. New and existing driveway, curb ramp and detectable domes to meet Americans with Disabilities Act requirements will be constructed. No right of way or easements will be required.

Based on project evaluation, it has been determined that no adverse environmental impacts will result from the proposed project with implementation of the following minimization measures:

ENVIRONMENTAL COMMITMENTS

Hazardous Waste

Measure 1: Minimization Measures for Aerially Deposited Lead

Notification and compliance with Title 8, Section 1532.1 is required in contracting and construction documents for potential hazardous waste/material issues associated with soil containing aerially deposited lead (ADL) including a Lead Compliance Plan and Lead Awareness Training.

Excess soil will be appropriately managed on site. Management may include leaving the material in place or scarifying, moisture conditioning and recompacting in place.

If excess soil cannot be appropriately managed on site, all excess material will be sampled prior to export. Appropriate transportation and disposal criteria will be based on the analytical results. The contractor will follow all applicable local, state and federal law with respect to excavation, storage, transportation, and disposal requirements.

City of Colfax

Grass Valley Street Road Rehabiliation

Project Budget Sheet - Final

CIP#: 12-01.01 **MPFP#(s):**

Last Updated: February 2015 **Original Approval: July 2013**

Project Owner: Public Works **Revised: February 2015**

Project Manager: Jim Fletter **Project Resource:** Ponticello Enterprises

Description:

Place a double chip seal on Grass Valley Street from west of the Main Street Intersection to approximately 20 feet east of the Rising Sun Street intersection. Grind and pave Main/Grass Valley intersection and Grass Valley Street from east of railroad tracks to S. Auburn. Construct four decorative, colored and brick pattern stamped, cross walks at Main/Grass Valley intersection.

Authority:

The City has general authority to maintain the existing city roadway infra-structure.

Budget:

Item	Amount	Item	Amount
Project Management	$ 4,774	Permits/NEPA	$ 1,406
Design/Bidding	$ 34,346	Construction	$ 128,122
CM, Testing, Insp.	$ 10,752	Contingency	$ -
		Project Total:	**$ 179,399**

Financing Schedule: Project Start: 2012 Project Completion: 2014

Phases: Final Design, Bid, and Construction

Fund Code:	350						
Name:	Prop 1B/RSTP						
FY 12/13:	$ 19,200						**$ 19,200**
FY 13/14	$ 21,977						**$ 21,977**
FY 14/15	$ 138,222						**$ 138,222**
FY 15/16							**$ -**
Fund Totals:	**$ 179,399**		**$ -**	**$ -**	**$ -**	**$ -**	**$ 179,399**
Ratios:	100.0%		0.0%	0.0%	0.0%	0.0%	100.0%

Recommended for Approval **Alan Mitchell, City Engineer** **Feb-15**

Finance Department Approval

Laurie Van Groningen, Finance (date)

City Manager Approval

Mark Miller, City Manager (date)

City of Colfax

UPRR Ped Xing and Bike Path Improvements

Project Budget Sheet

CIP#: 12-01.02 **MPFP#(s):**

Last Updated: March 2014 **Original Approval:** July 2013

Project Owner: Public Works **Revised:** February 2015

Project Manager: Jim Fletter **Project Resource:** Ponticello Enterprises

Description:

Grind and place AC pavement on Grass Valley from east of the Main Street Intersection to S. Auburn Street. Construction pedestrian xing across railroad tracks and bike pathway over the entire Grass Valley Street. Work also includes ADA improvements and relocation of UPRR Signals.

Authority:

The City has general authority to maintain the existing city roadway infra-structure. Caltrans, California PUC, and Union Pacific Railroad have authorized the City to complete work within and over the railroad right-of-way.

Budget:

Item	Amount	Item	Amount
Project Management	$ 13,128	Permits/NEPA	$ 15,550
Design/Bidding	$ 62,000	Construction	$ 223,000
UP Design/Field Prep	$ 52,990	UP Signal Construction	$ 100,000
CM, Testing, Insp.	$ 50,000	Contingency	$ 20,000
		Project Total:	**$ 536,668**

Financing Schedule: Project Start: 2012 Project Completion: 2015

Phases: Final Design, Bid, and Construction

Fund Code:							
Name:	RSTP	PTMISEA	PCTPA Ped	RSTP-Exchange			
FY 12/13:			$ 20,379				**$ 20,379**
FY 13/14			$ 42,429				**$ 42,429**
FY 14/15		$ 6,000	$ 57,192	$ 14,893			**$ 78,085**
FY 15/16	$ 300,000	$ 61,107		$ 34,668			**$ 395,775**
Fund Totals:	**$ 300,000**	**$ 67,107**	**$ 120,000**	**$ 49,561**	**$ -**	**$ -**	**$ 536,668**
Ratios:	55.9%	12.5%	22.4%	9.2%	0.0%	0.0%	100.0%

Recommended for Approval **Alan Mitchell, City Engineer** **Feb-15**

Finance Department Approval

Laurie Van Groningen, Finance (date)

City Manager Approval

Mark Miller, City Manager (date)