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

6:00 PM - Community Presentation by State of Jefferson Proponents

"Restoring Representation through the State of Jefferson" Steve Baird, Presenter

REGULAR MEETING AGENDA
March 11, 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.

1D. **Introduction and Welcome for new Colfax High School Principal Paul Lundberg**

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 25, 2015**
Recommendation: Approve the Minutes of the Regular Meeting of February 25, 2015.

2B. **Contract List Update**
Recommendation: Informational Only

2C. **Approval of Equalization Basin Pump Upgrade**
Recommendation: Authorize the City Manager to purchase a new wastewater pump for the wastewater treatment facility.

2D. **On-Call Construction Management and Inspection Services Consultant Agreement**
Recommendation: Adopt Resolution 4-2015 Authorizing the City Manager to Execute a Consulting Service Agreement on Behalf of the City with 4Leaf, Inc. and Vali Cooper Associates, Inc.

3) COUNCIL, STAFF AND OTHER REPORTS

The purpose of these reports is to provide information to the Council and public on projects, programs, and issues discussed at committee meetings and other items of general information related to Colfax. 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. **Budget Review**
STAFF PRESENTATION: Mark Miller, City Manager and Laurie Van Groningen, Finance Director
RECOMMENDATIONS: Discuss and direct staff

5B. **Construction Authorization: Grass Valley Street Utility Undergrounding**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Adopt Resolution 5-2015 Approving the construction Plans, Specifications, and Project Budget Sheets for the Grass Valley Street Undergrounding Project No. 14-01

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 25, 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 7:00 PM by Mayor Douglass.

1A. **The Pledge of Allegiance** was led by Deleste Magda.

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

1C. **Approval of Agenda:**

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

2 CONSENT CALENDAR

2A. Minutes, City Council Meeting of February 11, 2015 – Pulled by Councilmember Delfino for correction

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

2B. Cash Summary Report January, 2015 – Pulled by Councilmember Harvey
The Municipal update was listed as an expense in the Cash Summary Report so Councilmember Harvey requested a hardcopy of the update. Relating to the membership expense to the League of California Cities, Councilmember Delfino asked if we send a representative to the League's quarterly meetings. City Manager Miller will inquire if the League continues to host quarterly meetings.

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

2C. Proclamation Honoring Dave Breninger on his retirement from Placer County Water Agency (PCWA).

2D. Update on Abatements

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

3 COUNCIL, STAFF AND OTHER REPORTS

3A. Committee Reports and Colfax Informational Items – All Councilmembers

Councilmember Harvey – Nothing to report

Councilmember Hesch

- Attended the Sacramento Area Council of Governments (SACOG) meeting. SACOG is moving forward with promising interagency cooperation.
- Attended the Placer County Air Pollution Control District (APCD) meeting and was impressed by the professional staff, especially the director. He reported that a new promising technology for capturing particulates emitted by idling trains is being studied in Roseville. He also learned that a generator for the proposed Warming/Cooling Center at the SVCC would not need a permit for air quality.
- Although Union Pacific Railroad has repeatedly assured him that no highly flammable Bakken oil is transported through Colfax, he suggested that citizens look for the code on railroad cars. If a car has a code of 1267, jot down the time, and call either himself or City Manager Miller.

Councilmember Delfino

- Attended the Weimar-Applegate-Colfax/Municipal Advisory Council meeting. The new Sergeant of the Gold Run CHP office and Supervisor Montgomery both spoke. Nancy Hagman was recognized for her work with the Cemetery District.
- Asked if the City of Colfax is still considered a disadvantaged community for the purpose of receiving grants. City Manager Miller informed him that Colfax is not currently considered disadvantaged. However, this may be due to a faulty survey. In the process of applying for grants, the City is entitled to fine tune or use an independent survey to determine the current status.

Mayor Pro Tem Parnham

- Attended the Mosquito Abatement meeting and informed Council of an interesting GPS photo technology that is being used to facilitate more frequent monitoring of vectors in remote areas.

Mayor Douglass

- Attended the Project Go meeting. With the sale of a property, the organization has been able to direct some of its resources towards Colfax, specifically the Mink Creek Subdivision.
- Enjoyed the Sierra Vista Community Center's Valentine's dance last week and was encouraged to see and interact with young couples considering making Colfax home.

3B. City Operations Updates – City Staff

City Manager Miller

- The Colfax Elementary School Kindergartners will be coming to City Hall tomorrow. After their tour, they will receive stickers and coloring pages created by staff.
- The Wastewater Treatment Plant (WWTP) is online after a stretch of being off-line. The new electrical panels have helped to keep the aeration system moving but the current pumps are too small to handle 100% of the influent.
- The cable viewers of tonight's meeting should be able to hear well with the new microphones for the podium.

- Two letters have gone out to commercial properties for abatement. Responses are due next week.
- The City has had several requests for a directional sign to the SVCC. The SVCC has offered to pay for the signs. Unless Council objects the City could install the signs to ensure safety and code compliance.
- Two developers have spoken with staff about potential projects: a storage facility and a small multi-family housing development.

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

Sergeant Ty Conners, Commander of the Colfax Substation

- The Sheriff's Office will host an Oil Hazmat Committee meeting at City Hall on March 12 from 2-3:30 PM. Council is invited.
- Kudos to Officers Barker and Clark for using their local knowledge to find and arrest a car thief.
- The Drug Take-Back program will have to take on a new format as federal funding from the Drug Enforcement Administration is no longer available. He suggested that a local business such as the pharmacy at Sierra Market host a secured "take-back box" for 24 hour drop-off. The box would cost between $600-800. City Manager Miller recommended that the City support this program because it would prevent accidental use by teens and keep the chemicals out of our water and sewer systems.

Frank Klein, Colfax Chamber of Commerce President

- The February Mixer was well attended. He thanked Mayor Douglass, Mayor Pro Tem Parnham and City Manager Miller for their attendance and support.
- The next mixer will be hosted by the SVCC on March 4th at 5:30 PM. Live music will be featured.
- The 3rd of July event is well into the planning stages. Jim Dion, owner of the Colfax Theater, has offered his support with new and exciting changes.

4 <u>PUBLIC COMMENT</u>

Al Turner – Mink Creek:

- Complained that the fees for a Sewer Lateral Inspection are outrageous.

Amada Klein – Lioness Club

- Thanked the City for installing the signs which the Lioness' donated.

Jim Dion – Colfax Theater

- Asked permission to hold 2 block parties this spring to encourage more attendance at the July 3rd event. The block parties would feature the type of light show planned for the July 3rd event. He is proposing block parties on May 9 and June 13 and will apply for permits in the near future. City Manager Miller stated that since this is a new event, the permits will be brought before Council for approval. Mayor Douglass added that if the events are successful they could become a monthly attraction.
- Mr. Dion stated that potential restaurateurs will not consider opening a business in Colfax because of the smoking along the sidewalk. He requested a No Smoking ordinance within 50 feet of a business.

- He suggested that the City install cameras and lights at the Gazebo and Restrooms to discourage improper/illegal behaviors.

Foxey McCleary

- Announced that the final showing of the art exhibit at the SVCC for the season will be March 8 from 6-8 PM. The show is titled Famous Babe's Art Show.

Jeannie Claxton – 285 Alpine Road:

- Remarked that the 3rd of July event will survive despite drought and poor attendance last year.
- Referred to her name being mentioned at the last meeting and affirmed her statements that City business is more transparent now than it was in the past. She is happy to see that more business is done in the open forum than during closed session. She believes Colfax is on the right track. Council is elected for their wisdom to make good decisions and Council members should be available for the public to hear the debate about how decisions are made and to foster public trust.

Suzanne Roberts:

- Stated that when she served on Colfax City Council all of the meetings were transparent and legal. She asserted that the Council she served on was not sneaky but that very few members of the public came to hear what Council had to say.

5 COUNCIL BUSINESS

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

City Manager Miller stated that Requests for Proposals (RFP) of certain contracts has been discussed for several meetings. He handed out a spreadsheet delineating contract costs over a four year period for the largest four City contracts and thanked Councilmember Harvey for assistance in this update. The four contracts that are presented are the largest and most critical to the City.

WWTP Operator

Staff continues to evaluate the financial merits of having an in-house versus a contracted WWTP operator. At the last meeting, Councilmember Harvey had indicated that a good operator may require up to $120,000 in salary and benefits. City Manager Miller consequently did some research and confirmed that it would be close to that $120,000. Recent Grade III recruitments in the state were offering about $90,000 in salary and benefits. In rural communities, the pool of potential candidates for the WWTP operator is limited and many small communities have difficulty retaining an operator due to salary offers at larger plants.

Mayor Pro Tem Parnham asserted that a Grade III operator would not be experienced enough to run our WWTP. City Manager Miller stated that the initial plan was to use the Operator-In-Training program for at least some of the staffing for the WWTP. Staff is still evaluating the process.

Sheriff
City Manager Miller noted that the Placer County Sheriff is by far the City's largest expenditure and this is not unusual for most cities. He commended Sergeant Conners for being sensitive to the Colfax budget and adjusting service levels to maintain costs.
Council discussed the Sheriff's contract. They expressed concerns for future costs, public safety as a priority, increased revenue to offset increasing Sheriff costs, and negotiating with as much transparency as possible. Sergeant Conners offered to bring in the Sheriff's statistics for the budget review at the next meeting.

Planning
City Manager Miller stated that $419,000 is a large amount of money for a small town to pay for Planning Services in a four year span. Planning includes regulating and facilitating new businesses. It may be time to change the emphasis of City planning to encourage economic development. The RFP process could solicit proposals from firms and applications from individual candidates. A regular employee for planning and pursuing economic development may be more cost effective than continuing to spend the same amount for a consultant.

Engineering
City Manager Miller explained that the $1.2 million dollars spent for engineering services has resulted in infrastructure improvements. Again, with the amount that the City has been spending, the City might be able to hire a part-time in-house engineer, supported by contract engineers. It may be best to diversify contracts with specialized engineers.

Council discussed the planning and engineering contracts: Engineering services were elevated while the City was involved in court cases and Planning was elevated during the I-80 Corridor Study. Contractors are often paid through grants which they obtain for the City. The RFP should include requiring the contractors to maintain searchable documentation. Institutional experience and knowledge should also be valued in the RFP process and costs of the contracts should be in line with the amount of services needed.

Melba Delfino of 999 Pine Street recommended that the City also do RFPs for other contracts such as the Finance Director. City Manager Miller explained that all of our contracts over a certain dollar amount will be evaluated. The Finance Director contract will be evaluated in the 2nd or 3rd tier of contracts.

City Manager Miller delineated the RFP process: advertise, receive written proposals, evaluate resumes, select top resumes, interview, and then negotiate the contract with qualified companies. City Attorney Cabral mentioned that, legally, the City cannot base selection of professional consultants on cost, but on qualifications and demonstrated competence.

Councilmember Delfino requested a copy of the Contract list before the next meeting.

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.

City Attorney Cabral stated that based on the warrant to demolish the structure at 44 Gearhart Lane, the City has received three proposals ranging in price from $11,300 to $18,000. Staff is asking for authority to execute a contract with the lowest bidder. The plan is to demolish the structure and bring all costs back to the next Council meeting. At that time Council can decide whether to lien the property and recover expenses upon sale of the property or to begin the process of a judicial foreclosure. Councilmember Hesch complimented City Attorney Cabral and Community Services Director Gabe Armstrong for their tenacity in this matter. They have created a process that will allow the City to abate other problem structures more easily in the future. He is pleased that all three bids were from local contractors.

On a motion by Councilmember Hesch, seconded by Councilmember Delfino, the City Council Authorized the City Manager to Execute an Agreement with Hanson Bros. Enterprises to Demolish the Building at 44 Gearhart According to Court Order.

AYES: Delfino, Douglass, Harvey, Hesch, and Parnham
NOES: None

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.

City Manager Miller stated that this very complex project is now ready to go for bid. Last year the project to improve Grass Valley Street in the heart of downtown Colfax was bifurcated to allow Phase I to be completed with a chip seal of Grass Valley Street from Main Street to Rising Sun. Phase I was completed without the necessity of bringing the road and sidewalk into ADA compliance. Phase II, improving Grass Valley Street from S Auburn to Main Street across the railroad tracks, will include all ADA improvements. The project is complicated by crossing Union Pacific Railroad (UPRR) and using Caltrans Funding (along with a host of other sources) which come with strings attached. Staff is requesting approval of the specifications for the project, approval to go out for bid, and approval of the proposed budget sheet. Although staff is unhappy with increased costs from $419, 000 to $700,000, the City has been required to follow stringent state and federal regulations which have elevated the overall expenses. The project will follow a tight schedule during the school summer recess and will only spend the funds necessary.

Council discussed details of the project, confirming that utilities and materials choices were thoroughly considered. Councilmember Hesch thanked Councilmembers Delfino and Harvey for their contribution to getting this project underway.

On a motion by Councilmember Hesch, seconded by Councilmember Harvey, the City Council approved the Construction Plans and Specifications for Grass Valley Street Road Rehabilitation and approved the revised Project Budget Sheets.
AYES: Delfino, Douglass, Harvey, Hesch, and Parnham
NOES: None

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

City Manager Miller stated that potholes are the second most common complaint from the public. It has been suggested that the public be involved in the process of evaluating asphalt conditions to schedule repairs as funds become available. Council could host a workshop regarding asphalt, appoint a liaison or form a committee.
Councilmember Hesch stated that he is working on a background memo.
Jeannie Claxton suggested that after potholes are addressed, the City should work on improving sidewalks.

As there was no further discussion, Mayor Douglass asked for adjournment.

On a motion by Councilmember Hesch, seconded by Mayor Pro Tem Parnham, the City Council adjourned at 8:51 PM.
AYES: Delfino, Douglass, Harvey, Hesch, and Parnham
NOES: None

Respectfully submitted to City Council this 11th day of March, 2015

Lorraine Cassidy

City Clerk

Contract Files - DRAFT 3/11/2015						
	Company	Service	Date Signed Renewed	Expiration/ Completion	Agreement Type	Resolution
1	Aero-West Engineering Inc	Inspection Services for Grass Valley Rd Rehab	6/23/2014	Complete	Contract	
2	Amerigas	Propane	12/5/2013		Contract	
3	AmeriPride	Uniform Rental			Contract	N/A
4	Andregg Geomatics	Map Checking Services	11/13/2013	11/13/2015	Contract	50-2013
5	Aqua Sierra Controls	SCADA	5/25/2012		Contract	38-2013
6	Barnes, Brigit	Land Use Attorney	8/28/2009		Contract	08-2010
7	Bennett Engineering	Consulting for ATP Grant Application	5/22/2014	Complete Open?	Contract	
8	Blue Ribbon Personnel	Temporary Admin Services	2/6/2015		Contract	
9	BT Consulting	Post event inspection of WWTP	3/21/2013	Complete	Contract	
10	Bumgardner Biological Consulting	I-80 Corridor Revitalization Biological Report	3/11/2013	Complete	Contract	
11	Cabral, Mick	City Attorney	8/17/2009		Contract	
12	Calcon Systems	Sulfite Residual Analyzer	9/7/2006		Contract	33-2006
13	CalPERS	Actuarial Valuation	7/28/2006		Contract	
14	Caltrans	Hwy 174 Utility Agreement	2/26/2013		Contract	
15	ClearPath	Map Checking Services	11/13/2013	Complete	Contract	
16	Coastal Business Finance	Loan and Grant Administratioin - CDBG	5/6/2010		Contract	
17	Coastland Civil Engineering	On-Call Building Dept Services	9/1/2014	No contract on file	Contract	
18	Construction Testing Services (CTS)	On-Call Materials Testing	12/10/2014	12/10/2017	Contract	35-2014
19	CWS Electrical	Install Electrical Panels at WWTP	1/5/2015	Complete	Contract	34-2015
20	Dept. of General Services (State of CA) - DGS	Surplus/Discount Equipment	2/24/2010		Contract	07-2010
21	Diamond Water Laboratory	Treated Water Analysis	11/9/2011		Contract	52-2011
22	Fishers Wastewater Services	Chief WWTP Operator	10/2/2014		Contract	26-2014
23	Fund Balance - Tyler Techonologies	Fund Balance Maint. Agreement	9/10/2010		Contract	
24	GovTeller	Online Payment Service	4/4/2013		Contract	N/A

	Company	Service	Date Signed Renewed	Expiration/ Completion	Agreement Type	Resolution
25	Hankins	Environmental Study for Dollar General	2/2/2015	5/30/2015	Contract	
26	Hanson Bros Enterprises	Deomlition 44 Gearhart	2/27/2015		Contract	
27	Hinderliter, De Llamas and Assoc	Sales Tax Agreement First Amendment	7/9/2014		Contract	
28	Holdrege and Kull	On-Call Materials Testing	12/10/2014	12/10/2017	Contract	35-2014
29	Holdrege and Kull	Geotechnical for Grass Valley St UPPR Ped Xing and Bike	11/13/2013		Contract	48-2013
30	Inland Business Systems	Copier	11/4/2012		Contract	
31	Labor Ready	Contract Temporary Labor for Public works	7/7/2014		Contract	
32	Lawrence and Assoc	Landfill Groundwater Monitoring	8/14/2013		Contract	33-2013
33	Malcolm White Consulting	Coordination of Underground Utilities	9/10/2014		Contract	23-2014
34	Matriscope	On-Call Materials Testing	12/10/2014	12/10/2017	Contract	35-2014
35	Miller, Mark	City Manager	12/9/2013		Contract	44-2013
36	Muni-temps	Interim City Clerk	1/22/2014	Complete	Contract	
37	Nationwide Retirement Services	Deferred Compensation	1/23/2014		Contract	
38	Nexgen	Wastewater Mgmt and Monitoring	9/12/2012		Contract	
39	Patrick, Sean	WWTP Operator II	5/13/2012		Contract	17-2012
40	Pitney Bowes	Lease of Postage Equipment	1/26/2010		Contract	
41	Placer Co Health and Human Services	Animal Control	7/1/2012	6/30/2015	Contract	N/A
42	Placer Co Public Works	Transit Service #12368	3/13/2014		Contract	
43	Placer County Executive Office	Capital Facilities Mitigation Impact Fees	11/13/2007		Contract	47-2007
44	Placer County Probation Office	Work Release Program	11/20/2009		Contract	
45	Placer County Sheriff	Law Enforcement Services	7/1/2012	6/30/2015	Contract	15-2012
46	Placer County/Cal Fire	Fire Protection and Fire Marshal	7/1/2014	6/30/2015	Contract	20-2014
47	Ponticello	City Engineering Services	6/1/2009		Contract	
48	Recology	Solid Waste Hauling	6/27/2011		Contract	

	Company	Service	Date Signed Renewed	Expiration/ Completion	Agreement Type	Resolution
49	Richardson and Co	Audit Services	6/18/2014	6/30/2015	Contract	14-2014
50	SCORE	Workman's Comp and Liability Insurance	7/19/2011		Contract	
51	Sierra Economic Development Corp	Administer CDBG Grant	2/1/2013	Complete 4/8/2014	Contract	
52	Sierra Property Development	Digital Billboard Agreement	8/14/2013		Contract	
53	Sierra Property Development	Billboard Settlement Agreement	11/14/2012		Contract	45-2012
54	Stantec	On Call Assistance WWTP	6/9/2014		Contract	
55	Thomas A Parilo	Review of Circulation Element	2/10/2015		Contract	
56	Tips/Taps	Interlocal Purchasing System	11/27/2012		Contract	
57	Union Pacific Railroad	Grass Valley St UPPR Ped	1/17/2014		Contract	
58	VanGroningen, Laurie	Accounting/Finance Director	11/16/2010		Contract	55-2010
59	VSS	Grass Valley Road Rehab Construction	6/26/2014	Complete	Contract	19-2014
60	Wallace Kuhl	On-Call Materials Testing	12/10/2014	12/10/2017	Contract	35-2014
61	Hanson Bros Enterprises	Demotion 44 Gearhart	2/27/2015		Contract	2-2015
62	Caltrans	So Auburn Sidewalk Cooperative Agreement	4/3/2006		Cooperative Agreement	11-2006
63	Placer Hills Fire Protection District	Agreement for Automatice Aid	5/31/2002		Cooperative Agreement	
64	Placer mPower	Coop Agreement for Renewable Resource	11/11/2009		Cooperative Agreement	44-2009
65	Placer Sierra Fire Safe Council	Partnership Agreement	8/22/2006		Cooperative Agreement	18-2006
66	Sierra Property Development	Billboard Lease	11/8/2011			
67	Alliant Insurance	Employee Crime Insurance	7/1/2014	7/1/2015	Insurance	30-2014
68	WPCTSA (PCTPA)	JPA	11/5/2008		JPA	
69	Marsons/Miles	Lease Agreement for Main St Lot - Art Plaza	4/1/1998		Lease	
70	State Water Resources Board	WWTP Loan	2/6/2006		Loan	52-2005
71	State Water Resources Board	WWTP Loan Amendment 1	10/14/2009		Loan	

	Company	Service	Date Signed Renewed	Expiration/ Completion	Agreement Type	Resolution
72	Placer Co Treasurer	Loan for WWTP	9/19/2012	4/21/2013	Loan	
73	Placer Co Treasurer	Loan for WWTP - Amendment 1	4/21/2013	6/30/2014	Loan	22-2013
74	Caltrans	Master Agreement for Federal Aid	3/8/2004		Master Agreement	09-2004
75	US Bank	Master Services Agreement	1/23/2014		Master Agreement	
76	Place County Water Agency (PCWA)	MOU Fire Hydrants	3/26/1997		MOU	
77	Placer Co Public Works	MOU for Transit Services #11517	7/9/2002	6/30/2004	MOU	
78	Placer Co Public Works	MOU for Transit Services #11403	12/18/2001	6/30/2002	MOU	
79	Placer Co Public Works	MOU for Transit Services #11220	1/9/2000	7/1/2001	MOU	
80	Placer Co Public Works	MOU for Transit Service 1999	11/16/1999	7/1/2000	MOU	
81	Placer Co Public Works	MOU for Transit Service 1998	8/25/1998	6/30/1999	MOU	
82	Placer County Air Pollution Controll District	Development Environmental Review	1/4/2000		MOU	
83	Stationary Engineers - 2013-15	Local Union 39	10/10/2013		MOU	
84	UPRR	MOU for Depot Building	6/1/2007		MOU	
85	Sierra Property Development	Fee Agreement Form	11/14/2012		Permit	
86	Dwayne Armstrong Communications	Internet Service at Events	9/23/2014	No contract on file	Potential Contract	

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MARCH 11, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED BY: Staff
DATE: February 27, 2014
SUBJECT: Approval of Equalization Basin Pump Upgrade

	N/A	**X**	**FUNDED**		**UN-FUNDED**	**AMOUNT: $6,100**	**FROM FUND: Short-lived Assets Reserve**

RECOMMENDED ACTION: Authorize the City Manager to purchase a new wastewater pump for the wastewater treatment facility.

SUMMARY:

In order to move wastewater from the newly created Equalization (EQ) basin to the treatment facility at the same rate as the influent flows into the facility, a pump upgrade is required.

Currently, due the insufficient pump flow capacity, some wastewater is diverted to the EQ basin while the remainder travels directly to the treatment facility. This partially reduces the purpose and effectiveness of the EQ basin. Essentially, it is possible that a slug of concentrated undesirable material could make it directly to the treatment facility and disrupt the biological treatment process, posing the risk of a violation of the City's NPDES permit.

With an upgraded pump, all of the influent will be diverted to the EQ basin where it will mix with a large volume of wastewater, diluting a potentially disruptive slug many times over.

CONCLUSION:

Staff recommends that Council authorize the City Manage to purchase a new wastewater pump in the amount of $6,100, before tax.

ATTACHMENTS:

a. Pump Quote from Flo-Line Technology, Inc

Flo-Line Technology, Inc.
11822 Kemper Rd, Auburn, CA 95603
Ph 530-887-2240, Fax 530-887-2243
www.flolinepumps.com

ATTENTION	TRAVIS BERRY
COMPANY	CITY OF COLFAX
EMAIL	travis.berry@colfax-ca.gov
PHONE	530-346-2313
FAX	
CELL	530-368-7575
QUOTE NO	10119
DATE	01-27-15

PREPARED BY	Gary Norgaard	LEAD TIME	**2 DAYS
CELL	530-887-2240	FREIGHT	PP&ADD
E-MAIL	gary@flolinepumps.com	SHIP VIA	BEST WAY
SUBJECT	ABS PUMP QUOTATION	TERMS	NET 30 O.A.C.
REFERENCE	REPLACEMENT FOR FLYGT	VALIDITY	30 DAYS

Qty	Part No	Description	Unit Price	Ext'd
1	XFP100E PE75/4	ABS MODEL XFP100E CB1.5 PE75/4 SUBMERSIBLE PUMP	$4,987.84	$4,987.84
		4" DISCHARGE, 10 HP, 1780 RPM, 230/460/3/60		
		49FT POWER/CONTROL CABLE.		
1	62665304	SLIDE RAIL BRACKET ADAPTER, 4" DISCHARGE	$452.75	$452.75
1	16907006	CA462 SEAL LEAK/OVERTEMP RELAY, 110-230V	$229.49	$229.49
		DIN RAIL MOUNTED (INCLUDES MINICAS CONVERTER)		
		** PUMP & SLIDE BRACKET IN STOCK IN AUBURN		
		SEAL LEAK/OVERTEMP RELAY - 2-DAYS ARO		
		WHEN PLACING ORDER - PLEASE SPECIFY VOLTAGE		
		THANK YOU VERY MUCH FOR THE OPPORTUNITY TO QUOTE THE ABOVE PRODUCTS	Total	$5,670

TECHNICAL DATA

4" ABS XFP PUMP

XFP 100E-CB1
4 Pole, 3 Phase, PE2

Date:	09/11		
Dwg:	DS-E01-024	Rev:	7

Submersible Motor Specifications, PE2 Frame

Motor Design		NEMA design B, squirrel cage induction
Motor Type		Fully enclosed Premium Efficiency submersible, IP68 protection rating
Motor Efficiency Standard and Rating		IEC 60034-30, IE3 rating
Motor Efficiency Test Protocol		IEC 60034-2-1
Insulation Materials		Class H, 180°C (356°F), copper windings
Motor Filling Medium		Air for wet pit installation, environmentally safe, non-toxic oil for dry pit installation, no cooling jacket required
Temperature Rise		Class A for wet pit installation, Class B for dry pit installation
Maximum Fluid Temperature		40°C (104°F) continuous, 50°C (122°F) intermittent
Motor Protection	**Thermal**	Normally closed bimetallic switch in each phase, connected in series, 140°C (284°F), +/- 5 °C opening temperature
	Leakage	ABS Sealminder moisture detection probe in seal sensing chamber
Sensing Chamber Filling Medium		Environmentally safe, non-toxic oil
Bearing Type	**Upper**	Single row ball permanently lubricated
	Lower	Double row angular contact permanently lubricated
Motor Starter Types		Suitable for use with across the line, electronic soft starters, and PWM type Variable Frequency Drives*
Maximum Starts per Hour		15, evenly spaced
Inverter Duty Rating		Motors meet NEMA MG1, part 31 requirements
Maximum Submergence		20 meters (65 feet)
Available Voltages		208, 230, 460, 600
Voltage Tolerance from Rated		+/-10%
Agency Approvals		Factory Mutual, CSA
Explosion Proof Rating		NEC 500 Class 1, Division 1, Group C & D, Class T3C max surface temp

*Output filters may be required on VFDs. See document **DS-E00-001** for details.

ABS submersible sewage pump XFP
Part of the ABS EffeX range

Premium Efficiency
without Compromise

Motor Ratings, PE2 Frame

Motor Model	Input Power (P1)	Rated Power Output (P2)	Nominal RPM	Rated Voltage	Full Load Amps	Locked Rotor Amps	NEMA Code Letter	NEMA Service Factor	Motor Efficiency at % Load			Power Factor at % Load		
									100	75	50	100	75	50
PE 45/4	5.0 kW	4.5 kW 6 HP	1755	208 230 460 600	18.1 16.4 8.2 6.3	111 101 50.3 38.6	H	1.3**	90.6	92.5	90.0	.761	.676	.555
PE 56/4	6.1 kW	5.6 kW 7.5 HP	1755	208 230 460 600	21.8 19.7 9.9 7.6	134 121.2 60.6 46.5	H	1.3**	91.7	91.1	88.3	.778	.716	.596
PE 75/4	8.2 kW	7.5 kW 10.1 HP	1765	208 230 460 600	30.6 27.7 13.8 10.6	178 161 80.4 61.6	H	1.3**	91.7	91.9	91.6	.742	.654	.534
PE 90/4	9.8 kW	9.0 kW 12.1 HP	1760	208 230 460 600	34.9 31.5 15.8 12.1	233 211 106 80.9	H	1.3**	91.8	91.5	88.8	.781	.707	.581
PE 105/4	11.4 kW	10.5 kW 14.1 HP	1755	208 230 460 600	39.1 35.4 17.7 13.6	234 212 106 81.2	G	1.3**	92.4	92.6	90.9	.806	.754	.632

** For wet pit installation. Service factor is 1.15 for dry pit installation.

SULZER

Specifications subject to change without notice

TECHNICAL DATA

4" ABS XFP PUMP

XFP 100E-CB1
4 Pole, 3 Phase, PE2

Date:	09/11		
Dwg:	DS-E01-024	Rev:	7

Cable Data, PE2 Frame

	Motor	Motor Voltage	Cable Type	Cable Nominal Dia. +/- .5mm (.02")
Power Cable	PE 45/4	208 & 230 volt	SOOW 10/7	22.4mm (0.88") diameter
		460 volt	SOOW 14/7*	18.3mm (0.72") diameter
		600 volt	SOOW 14/7	18.3mm (0.72") diameter
	PE 56/4	208 & 230 volt	SOOW 10/7	22.4mm (0.88") diameter
		460 volt	SOOW 14/7*	18.3mm (0.72") diameter
		600 volt	SOOW 14/7	18.3mm (0.72") diameter
	PE 75/4	208 & 230 volt	SOOW 8/4+16/3	20.8mm (0.82") diameter
		460 volt	SOOW 12/7*	19.1mm (0.75") diameter
		600 volt	SOOW 14/7	18.3mm (0.72") diameter
	PE 90/4	208 & 230 volt	SOOW 8/4+16/3	20.8mm (0.82") diameter
		460 volt	SOOW 12/7*	19.1mm (0.75") diameter
		600 volt	SOOW 14/7	18.3mm (0.72") diameter
	PE 105/4	208 & 230 volt	SOOW 8/4+16/3	20.8mm (0.82") diameter
		460 volt	SOOW 10/7*	22.4mm (0.88") diameter
		600 volt	SOOW 12/7	19.1mm (0.75") diameter
Control Cable	All		Included in Power Cable	
Cable Length	Standard: 15m (49 feet)		Optional: 20m (65 feet), 30m (98 feet) - Consult Factory for Longer Lengths	

* Special versions ordered with cable suitable for both 230 volt and 460 volt operation will be equipped with the cable type and diameter shown in the "230 volt" section of the table

Pump Data

Discharge Size	4" flanged, compatible with 4" class 125 ANSI flanges					
Suction Size	4" flanged, compatible with 4" class 125 ANSI flanges, threaded for 8 x 5/8-11 UNC bolts, 28mm (1.1") deep					
Volute pressure rating	10 bar (145 psi)					
Impeller Type	Semi-open, 1-vane, ContraBlock Plus w/ Seal Protection System					
Impeller Size	.1	.2	.3	.4	.5	.6
Solids Passage Size	80mm (3.14")	80mm (3.14")	80mm (3.14")	80mm (3.14")	80mm (3.14")	80mm (3.14")
Impeller DIA	250mm (9.84")	240mm (9.4")	225mm (8.6")	215mm (8.5")	195mm (7.7")	185mm (7.3")
Min Recommended Flow, GPM	160	160	160	130	130	130

Materials of Construction

		Standard	Optional
Motor Housing		Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Oil Chamber		Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Seal Plate		Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Impeller		Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	Duplex Stainless Steel 1.4470 (ASTM A890, CD3MN Grade 4A)
Volute		Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Bottom Plate CB		Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	Duplex Stainless Steel 1.4470 (ASTM A890, CD3MN Grade 4A)
Cable Entry Casting		Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Pump and Motor Shaft		Stainless Steel 1.4021 (AISI 420 SS)	
External Hardware		Stainless Steel 1.4401 (AISI 316 SS)	
Lifting Hoop		Stainless Steel 1.4401 (AISI 316 SS)	
O-Rings		Nitrile (Buna-N)	
Cable Glands		Nitrile (Buna-N)	
Tandem Mechanical Seal	Lower	Silicon Carbide on Silicon Carbide	
	Upper	Silicon Carbide on Silicon Carbide	
Coating		Two part epoxy, black, 120µm (4.7 mil) DFT	Two part epoxy, black, 400µm (15.7 mil) DFT

General Data

	PE 45/4	PE 56/4	PE 75/4	PE 90/4	PE 105/4
Overall Height	762mm (30")	762mm (30")	762mm (30")	832mm (32.8")	832mm (32.8")
Pump Weight	168 kg (370 lb)	169 kg (372 lb)	177 kg (390 lb)	188 kg (416 lb)	188 kg (416 lb)

SULZER

FM Approvals · CSA · IE3 · NEMA Premium · abs

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MARCH 11, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager

PREPARED By: Jim Fletter, Assistant City Engineer

SUBJECT: On-Call Construction Management and Inspection Services Consultant Services Agreement

	N/A	**X**	**FUNDED**		**UN-FUNDED**	**AMOUNT: Varies with Projects**	**FROM FUND: Approved Project Budget Funds**

RECOMMENDED ACTION: Adopt Resolution No. 04-2015 Authorizing the City Manager to Execute a Consulting Services Agreement on Behalf of the City with 4Leaf, Inc. and Vali Cooper and Associates, Inc.

ISSUE STATEMENT AND DISCUSSION:

On December 2, 2015, Staff solicited Statements of Qualifications (SOQ) from Construction Management and Inspection (CM&I) firms, to provide on-call CM&I services to the City. The City received eight SOQs and an initial selection committee was tasked with reviewing and ranking seven of the eight SOQs (one SOQ was deemed non-responsive by Staff due to late submission). The top three ranked firms - Psomas, 4Leaf and Vali Cooper & Associates were invited to interview with a final selection committee. The interviews were held at City Hall on February 2, 2015 and the committee ranked the three firms as follows: #1 4Leaf, #2 Vali Cooper & Associates, and #3 Psomas.

Due to the limited number of projects in Colfax, staff recommends awarding to the top two firms. Having two on-call firms will allow the City flexibility to use qualified, cost-effective resources and accommodate schedule conflicts for project workload.

Staff requests that Council authorize the City Manager to execute a Consulting Services Agreement on behalf of the City with 4Leaf, Inc. and Vali Cooper & Associates, Inc. for On Call Construction Management and Inspection Services. The City Manager will issue Work Orders to the firms in accordance with project needs and approved project budgets.

FINANCIAL AND/OR POLICY IMPLICATIONS:

No impact to the general fund. The costs associated with the Contracts will be funded with project-specific funds.

SUPPORTING DOCUMENTS:
Resolution No. 4-2015
Consultant Services Agreements

City of Colfax
City Council

Resolution № 4-2015

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTING SERVICES AGREEMENT ON BEHALF OF THE CITY, WITH 4LEAF, INC. AND VALI COOPER & ASSOCIATES, INC

Whereas, the City of Colfax periodically needs the services of a professional firm that provides construction management and inspection services for capital and development projects; and

Whereas, the City Engineer issued a Request for Qualifications (RFQ) to qualified Construction Management and Inspection firms; and,

Whereas, eight Statements of Qualifications (SOQ) were received; and

Whereas, the SOQ's were reviewed independently, and the top three firms were interviewed by a selection panel, and

Whereas, the selection committee ranked the firms as #1 4Leaf, #2 Vali Cooper & Associates, and #3 Psomas.

Now Therefore, Be It Resolved by the City Council of the City of Colfax:

1) The foregoing recitals are true and correct statements of fact and are incorporated into this Resolution by this reference.
2) City Council elects to contract with the top two ranked firms for Construction Management and Inspection Services.
3) The City Manager is authorized to execute a Consulting Services Agreement on behalf of the City, with 4Leaf, Inc. and Vali Cooper & Associates, Inc.
4) The City Manager is authorized to issue Work Orders to the firms in accordance with project needs and approved project budgets.

Passed and Adopted this 11th day of March, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Kim Douglass, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

CITY OF COLFAX
ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this 11th day of March, 2015 by and between the City of Colfax, a municipal corporation of the State of California ("City") and 4Leaf, Inc. ("Consultant".)

RECITALS

A. The City desires to retain Consultant to provide On-Call Construction Management and Inspection Services for City Capital Projects and Private Development Projects, at various locations within the City of Colfax in Placer County, CA ("Services"), subject to the terms and conditions of this Agreement; and,.

B. The City prepared a Request for Qualifications, dated December 1, 2014, and the Consultant submitted a Statement of Qualifications for said Services. Both are on-file with the City and are incorporated into this Agreement by reference; and,

C. On February 2, 2015, a Selection Committee consisting of three City employees interviewed three qualified consulting firms and selected the Consultant as a prime candidate to contract the Services. The interview notes and selection decision are on file with the City and are incorporated into this Agreement by reference, and,

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

E. Consultant shall provide said Services for a period of three (3) years from the date of execution of this Agreement; and,

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

Section 1. Services.

Subject to the terms and conditions set forth in this Agreement, The City will issue a Work Order and the Consultant shall furnish and perform any of the Services described in Exhibit A hereto and incorporated herein by this reference (the "Services") to the satisfaction of the City. Consultant may be asked to perform other tasks with the written authorization from the City.

Section 2. Time of Completion.

Consultant's schedule for performance of the Services shall be determined with each project.

Consultant shall commence performance of the Services promptly upon receipt of the Work Order from the City. Performance of the Services shall progress and conclude in accordance with the schedule set forth in the Work Order. During the performance of the Services, Consultant shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

Section 3. Compensation.

A. The Work Order shall include a budget for said services. Except as may otherwise be provided in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges for the Services for the month invoiced. As long as the Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant no later than thirty (30) days after approval of the monthly invoice by City's staff.

B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Consultant and used in carrying out or completing the Services, in accordance with the attached Fee Schedule (Exhibit B).

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

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

Section 4. Professional Ability; Standard of Quality.

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

Section 5. Indemnification.

Consultant shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and/or its agents in the performance of the Services. This indemnity does

not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers

Section 6. Insurance.

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

A. Workers' Compensation Coverage. Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Consultant may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Consultant shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.

B. General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Consultant and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than $1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.

C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than $1 million combined single limit for each occurrence.

D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be

endorsed with the following provisions:

1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.

2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.

3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.

4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.

5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.

E. Professional Liability Coverage. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than $1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.

F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Consultant should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.

H. Termination of Insurance. If the City receives notification that Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure

the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Consultant for Services rendered under the terms of this Agreement.

Section 7. Subcontracts.

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

performed after the receipt of the notice of termination unless such payment is authorized in advance in writing by the City.

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

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

Section 13. Independent Contractor.

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

Section 14. Ownership of Documents.

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

Section 15. Changes and/or Extra Work.

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

Section 16. Alternative Dispute Resolution

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

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

C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of

Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.

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

Section 17. Severability.

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

Section 18. Entire Agreement; Amendment.

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

Section 19. Time of the Essence.

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

Section 20. Written Notification.

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

If to City: City of Colfax	If to Consultant: 4LEAF, Inc.
33 S. Main Street	4401 Hazel Ave. Suite 135
Colfax, CA 95713	Fair Oaks, CA 95628

Section 21. Execution.

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

Section 22. Successors. This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

Section 23. Attorney's Fees. If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

Section 24. Compliance with Federal, State and Local Laws.

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

B. Federal and/or State prevailing wage rates apply to portions of the work.

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

D. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". The City has not established a DBE goal for this contract. However, consultants who obtain DBE participation for this contract are requested to report it using Exhibit 10-02.

E. The Consultant shall have an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31. The consultant must be able to certify that all costs included in the contract are allowable in accordance

with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 and that the cost proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

F. NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The CONSULTANT certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

(1) 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 accordance 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/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

G. DEBARMENT AND SUSPENSION CERTIFICATION

(1) The CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or 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 three (3) years; does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the LOCAL AGENCY.

(2) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

H. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONSULTANT, subcontractors, and the CITY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, the State Auditor, CITY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested

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

CITY	CONSULTANT
Signature_____	Signature Bert Gross
Printed Name_____	Printed Name Bert Gross, PE
Title_____	Title Vice President
Date_____	Date 3-4-2015

APPROVED AS TO FORM:

_____

City Attorney

EXHIBIT A - SCOPE OF SERVICES

A. PURPOSE OF WORK

The City undertakes a limited number of private development and/or capital improvement projects each year, using a variety of private, local, state and federal funding sources. Because the City does not have the in-house facilities or staff to complete the following services, the successful firm will have the capability to perform professional and technical services required to support the City in the development and construction of projects, on an "as-needed" basis.
The on-call construction management and inspection work consists, in general, of performing hourly to daily field inspection of construction work, ensuring work is completed in accordance with the engineering plans and specifications, verifying material and equipment supplied by contractor is in accordance with approved submittals, and completing daily inspection reports with progress photograph. A more specific list of minimum required services are provided below.

Some projects may require construction management and inspection services while other project work may be limited to one of those services.

B. LOCATION OF WORK

Field work will performed at any location in and around the City of Colfax. Some inspection may be required within unincorporated areas of Placer County but within 5 miles of the city limits.

C. REQUIRED SERVICES

All work under this task shall be performed in accordance with the directives given by the City Contract Administrator, or designee.

For each project where services under this contract are required, the City will issue a Work Order (WO) and shall request that the consultant prepare a Proposal. The Contract Administrator shall confer with the consultant to identify and refine the scope of services required. The Proposal shall detail the tasks required for a particular project, the schedule, and projected costs. The costs will be based on the specified rates of compensation in the contract. The City Contract Administrator shall confer with the consultant to establish the maximum fee, including expenses, for the specific project, and to establish the completion date. Consultant will only perform work that is assigned in an authorized WO, and award of a contract does not guarantee that any WO will be issued. Work shall not begin until a WOF has been approved by the City Contract Administrator and/or City Engineer.

TASK 1 – CONSTRUCTION MANGEMENT

Consultant will provide some, if not all, of the following construction management (CM) services. Additional project specific services not listed below may be required under the contract.

- Project management
  - Coordinate, lead, attend project and construction meetings
  - Provide meeting agenda and minutes
  - Organize and files all construction related documentation
- Prepare and oversee project procedure manuals
- Review documents and permits
- Develop construction management plans
- Review design document
- Attend pre-bid conferences
- Coordinate and lead pre-construction conferences
- Manage construction communication and administration
- Management RFIs, shop drawings and other submittals
- Review, negotiate and prepare proposed change orders and change orders
- Manage disputes and dispute resolution
- Manage construction schedules and recovery schedules
- Review, prepare, and maintain As-Built drawings as necessary
- Review, negotiate and prepare payment requests, progress and final payments
- Provide quality assurance and review of inspection and contractor work
- Provide labor code and certified payroll review
- Provide and/or review project awareness and public outreach communications
- Prepare correspondence and reports related to construction approval and acceptance
- Coordinate and manage project close-out and any follow-on warranty inspections

TASK 2 – INSPECTION

Consultant will provide some, if not all, of the following inspection services. If a project does not require CM services, then some service listed above may be required with the inspection services. Additional inspection services not list below may be required under the contract.

- Daily inspection logs/reports, including but not limited to
  - Summary of daily activity
  - Detail of daily activity
  - Division of contractor and subcontractor work
  - Logging of visitor and significant conversations
  - Review of storm water protection, environmental protection, safety, etc.
  - Lot of decisions/actions
  - Labor and equipment logs
  - Organization and labeling of daily photographs and videos
- Attend pre-construction and regular construction progress meetings
- Provide shop inspection services
- Coordinate field and laboratory testing services with City geotechnical consultant

- Coordinate other independent consultants
- Enforce programs and plans for public, traffic and contractor safety
- Provide punch lists of incomplete or deficient work

Deliverables:
As agreed upon by City and consultant in a WO for each project.

Schedule:

As agreed upon by City and consultant in a WO for each project.

Method of Payment:

Generally, Construction Managers, Inspectors and support staff will be paid on a time and material basis unless a fix cost WO is agreed to by all parties. The Consultant will invoice the City monthly for services rendered the prior month. The City agrees to pay the contact in the manner described in the "Sample Consultant Agreement" included with this RFQ as Attachment 6.

EXHIBIT B - (Attached Fee Schedule)

2015 FEE SCHEDULE & BASIS OF CHARGES

Position	Rate Range ($/Hr)
Project Administrator	$ 69
Construction Inspector	$119
Construction Manager and Resident Engineer	$138
Project Manager	$148
Environmental Engineer	$147
Qualified SWPPP Developer (QSD)	$147
Office Engineer	$125
Staff Professional	$163
Principal	$165
Mileage	$0.60/mile
Vehicle, 2 Wheel Drive	$800/month
Vehicle, 4 Wheel Drive	$850/month
Mileage, 2 Wheel Drive	$0.60/mile

All Fees Subject to Basis of Charges

BASIS OF CHARGES

- The actual rate will depend on the particular individual selected for the assignment.
- All invoicing will be done monthly.
- Work is subject to 4 hour minimum charges unless stated otherwise.
- Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.
- Outside services will be marked up 20%.
- Our current rates are based on current prevailing rates. If the prevailing rate is adjusted our rates will be adjusted accordingly.
- Hours worked more than 8 hours per day, time worked on swing shifts, and time spent on Saturdays will be charged 1.5 times the hourly billing rate. Work on Sundays and Holidays will be charged 2 times the hourly billing rate.
- Rates are subject to an annual escalation based on the Consumer Price Index plus 1%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.

CITY OF COLFAX
ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this 11th day of March, 2015 by and between the City of Colfax, a municipal corporation of the State of California ("City") and Vali Cooper & Associates, Inc. ("Consultant".)

RECITALS

A. The City desires to retain Consultant to provide On-Call Construction Management and Inspection Services for City Capital Projects and Private Development Projects, at various locations within the City of Colfax in Placer County, CA ("Services"), subject to the terms and conditions of this Agreement; and,.

B. The City prepared a Request for Qualifications, dated December 1, 2014, and the Consultant submitted a Statement of Qualifications for said Services. Both are on-file with the City and are incorporated into this Agreement by reference; and,

C. On February 2, 2015, a Selection Committee consisting of three City employees interviewed three qualified consulting firms and selected the Consultant as a prime candidate to contract the Services. The interview notes and selection decision are on file with the City and are incorporated into this Agreement by reference, and,

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

E. Consultant shall provide said Services for a period of three (3) years from the date of execution of this Agreement; and,

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

Section 1. Services.

Subject to the terms and conditions set forth in this Agreement, The City will issue a Work Order and the Consultant shall furnish and perform any of the Services described in Exhibit A hereto and incorporated herein by this reference (the "Services") to the satisfaction of the City. Consultant may be asked to perform other tasks with the written authorization from the City.

Section 2. Time of Completion.

Consultant's schedule for performance of the Services shall be determined with each project.

Consultant shall commence performance of the Services promptly upon receipt of the Work Order from the City. Performance of the Services shall progress and conclude in accordance with the schedule set forth in the Work Order. During the performance of the Services, Consultant shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

Section 3. Compensation.

A. The Work Order shall include a budget for said services. Except as may otherwise be provided in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges for the Services for the month invoiced. As long as the Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant no later than thirty (30) days after approval of the monthly invoice by City's staff.

B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Consultant and used in carrying out or completing the Services, in accordance with the attached Fee Schedule (Exhibit B).

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

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

Section 4. Professional Ability; Standard of Quality.

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

Section 5. Indemnification.

Consultant shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and/or its agents in the performance of the Services. This indemnity does

not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers

Section 6. Insurance.

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

A. Workers' Compensation Coverage. Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Consultant may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Consultant shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.

B. General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Consultant and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than $1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.

C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than $1 million combined single limit for each occurrence.

D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be

endorsed with the following provisions:

1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.

2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.

3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.

4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.

5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.

E. Professional Liability Coverage. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than $1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.

F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Consultant should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.

H. Termination of Insurance. If the City receives notification that Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from

compensation which would otherwise be due and payable to the Consultant for Services rendered under the terms of this Agreement.

Section 7. Subcontracts.

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

by the City.

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

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

Section 13. Independent Contractor.

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

Section 14. Ownership of Documents.

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

Section 15. Changes and/or Extra Work.

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

Section 16. Alternative Dispute Resolution

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

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

C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure.

In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.

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

Section 17. Severability.

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

Section 18. Entire Agreement; Amendment.

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

Section 19. Time of the Essence.

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

Section 20. Written Notification.

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

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

If to Consultant: Vali Cooper & Associates, Inc.
2000 Powell Street, Suite 550
Emeryville, CA 94608

Section 21. Execution.

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

Section 22. Successors. This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

Section 23. Attorney's Fees. If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

Section 24. Compliance with Federal, State and Local Laws.

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

B. Federal and/or State prevailing wage rates apply to portions of the work.

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

D. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". The City has not established a DBE goal for this contract. However, consultants who obtain DBE participation for this contract are requested to report it using Exhibit 10-02.

E. The Consultant shall have an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31. The consultant must be able to certify that all costs included in the contract are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of

Federal Regulations (CFR), Part 31 and that the cost proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

F. NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The CONSULTANT certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

(1) 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 accordance 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/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

G. DEBARMENT AND SUSPENSION CERTIFICATION

(1) The CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or 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 three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past

three (3) years. Any exceptions to this certification must be disclosed to the LOCAL AGENCY.

(2) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

H. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONSULTANT, subcontractors, and the CITY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, the State Auditor, CITY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested

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

CITY	CONSULTANT
Signature_____	Signature_____
Printed Name_____	Printed Name Jackie Collins
Title_____	Title C.O.O.
Date_____	Date 3/6/15

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A - SCOPE OF SERVICES

A. PURPOSE OF WORK

The City undertakes a limited number of private development and/or capital improvement projects each year, using a variety of private, local, state and federal funding sources. Because the City does not have the in-house facilities or staff to complete the following services, the successful firm will have the capability to perform professional and technical services required to support the City in the development and construction of projects, on an "as-needed" basis.
The on-call construction management and inspection work consists, in general, of performing hourly to daily field inspection of construction work, ensuring work is completed in accordance with the engineering plans and specifications, verifying material and equipment supplied by contractor is in accordance with approved submittals, and completing daily inspection reports with progress photograph. A more specific list of minimum required services are provided below.

Some projects may require construction management and inspection services while other project work may be limited to one of those services.

B. LOCATION OF WORK

Field work will performed at any location in and around the City of Colfax. Some inspection may be required within unincorporated areas of Placer County but within 5 miles of the city limits.

C. REQUIRED SERVICES

All work under this task shall be performed in accordance with the directives given by the City Contract Administrator, or designee.

For each project where services under this contract are required, the City will issue a Work Order (WO) and shall request that the consultant prepare a Proposal. The Contract Administrator shall confer with the consultant to identify and refine the scope of services required. The Proposal shall detail the tasks required for a particular project, the schedule, and projected costs. The costs will be based on the specified rates of compensation in the contract. The City Contract Administrator shall confer with the consultant to establish the maximum fee, including expenses, for the specific project, and to establish the completion date. Consultant will only perform work that is assigned in an authorized WO, and award of a contract does not guarantee that any WO will be issued. Work shall not begin until a WOF has been approved by the City Contract Administrator and/or City Engineer.

TASK 1 – CONSTRUCTION MANGEMENT

Consultant will provide some, if not all, of the following construction management (CM) services. Additional project specific services not listed below may be required under the contract.

- Project management
  - Coordinate, lead, attend project and construction meetings
  - Provide meeting agenda and minutes
  - Organize and files all construction related documentation
- Prepare and oversee project procedure manuals
- Review documents and permits
- Develop construction management plans
- Review design document
- Attend pre-bid conferences
- Coordinate and lead pre-construction conferences
- Manage construction communication and administration
- Management RFIs, shop drawings and other submittals
- Review, negotiate and prepare proposed change orders and change orders
- Manage disputes and dispute resolution
- Manage construction schedules and recovery schedules
- Review, prepare, and maintain As-Built drawings as necessary
- Review, negotiate and prepare payment requests, progress and final payments
- Provide quality assurance and review of inspection and contractor work
- Provide labor code and certified payroll review
- Provide and/or review project awareness and public outreach communications
- Prepare correspondence and reports related to construction approval and acceptance
- Coordinate and manage project close-out and any follow-on warranty inspections

TASK 2 – INSPECTION

Consultant will provide some, if not all, of the following inspection services. If a project does not require CM services, then some service listed above may be required with the inspection services. Additional inspection services not list below may be required under the contract.

- Daily inspection logs/reports, including but not limited to
  - Summary of daily activity
  - Detail of daily activity
  - Division of contractor and subcontractor work
  - Logging of visitor and significant conversations
  - Review of storm water protection, environmental protection, safety, etc.
  - Lot of decisions/actions
  - Labor and equipment logs
  - Organization and labeling of daily photographs and videos
- Attend pre-construction and regular construction progress meetings
- Provide shop inspection services
- Coordinate field and laboratory testing services with City geotechnical consultant

- Coordinate other independent consultants
- Enforce programs and plans for public, traffic and contractor safety
- Provide punch lists of incomplete or deficient work

Deliverables:
As agreed upon by City and consultant in a WO for each project.

Schedule:

As agreed upon by City and consultant in a WO for each project.

Method of Payment:

Generally, Construction Managers, Inspectors and support staff will be paid on a time and material basis unless a fix cost WO is agreed to by all parties. The Consultant will invoice the City monthly for services rendered the prior month. The City agrees to pay the contact in the manner described in the "Sample Consultant Agreement" included with this RFQ as Attachment 6.

EXHIBIT B - (Attached Fee Schedule)

Vali Cooper & Associates, Inc.

Vali Cooper & Associates, Inc.
Fee Schedule
2015

Classification	Hourly Billing Rate
Principal	$225 - $250
Project Manager	$160 - $230
Engineer	$130 - 185
Estimator	$100 - $135
Resident Engineer/Contract Manager	$130 - $200
Registered Landscape Architect/Inspector	$150 - $195
Assistant Resident Engineer (Prevailing Wage)	$150 - $185
Assistant Resident Engineer (Non-Prevailing Wage)	$130 - $160
Project Controls/Scheduler	$150 - $250
Office Engineer / Contract Administrator	$95 - $160
Construction Inspector (Prevailing Wage)	$145- $185
Construction Inspector (Non-Prevailing Wage)	$100 - $155
Administrative	$70 - $90
Technician	$60 - $95

Explanation of Rates

1. Rates are valid through 2015. All rates are straight-time rates and subject to negotiation based on the nature of a specific assignment.
2. Resident engineers may or may not be licensed engineers in the State of California, as required by the project.
3. Our employees are compensated in conformance with prevailing wage requirements and the California Labor Code. We bill for our services in the same manner.

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MARCH 11, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager and Laurie Van Groningen, Finance Director

PREPARED By: Staff

DATE: March 3, 2015

SUBJECT: Mid-Year Budget Review – Fiscal Year 2014-2015

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

RECOMMENDED ACTION: Review and accept the Mid- Year Budget Report for fiscal year 2014-2015

ISSUE STATEMENT AND DISCUSSION:

The purpose of the Mid-Year Budget Review is to take a look at revenues and expenditures during the fiscal year and to review with the Council projections for the end of the fiscal year.

This review is based on six months of actual revenues and expenditures (through December 31, 2014) and projections for the balance of the fiscal year based on current City activities and programs. The projection reflects revenues and expenditures changes that have occurred since the adoption of the budget.

Accompanying this report, the Council will find the Mid-Year Budget review documents – listed at the end of this report.

Outlined below are detailed comments for each of the major funds. In addition, a worksheet is provided with this report for each fund with analysis and charts.

General Fund – Unrestricted Reserves

The projections for General Fund – Unrestricted Reserves reflect an increase in Fund Balance of $24,000. The ending fund balance at June 30, 2015 is projected to be $394,000.

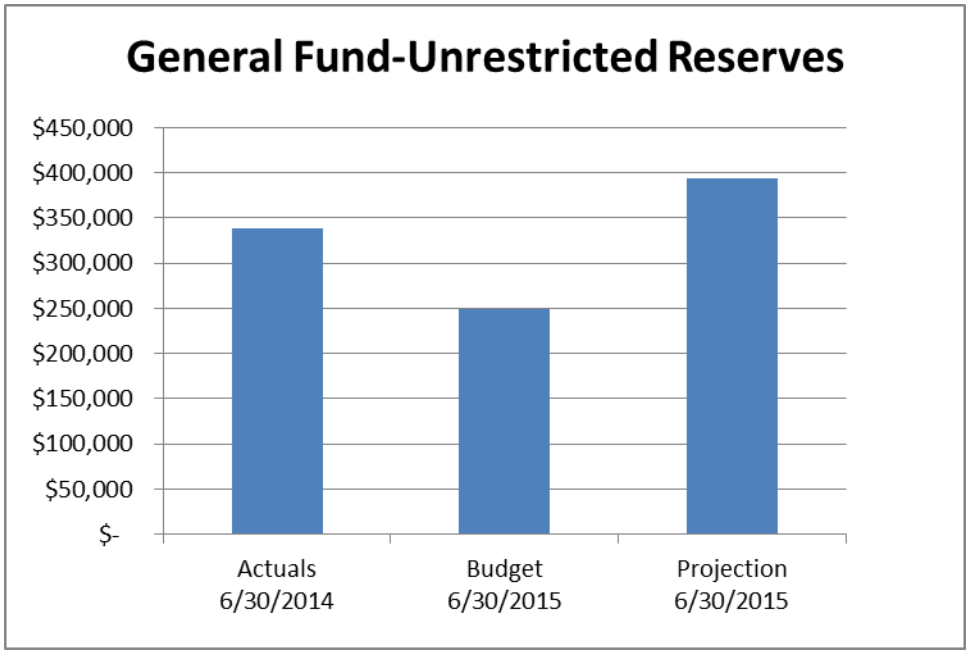
Revenues

The projected revenues for the fiscal year reflect a decrease of ($14,000) over the approved budget for General Fund – Unrestricted Reserves. Slight increases in property tax revenues (3%) and sales tax revenues (2%) are offset by a decrease in Land development fees of $43,000 due to a decreased level of activity.

Expenditures

The projections for General Fund expenditures indicate a decrease from the budget of $38,000.

The largest contributor to this decrease in the projection is reduction in expenditures for land development projects of $33,000 which is directly related to the decrease in activity noted in revenue projections.



City Administrative policies and procedures define a target reserve balance of 25% of annual operating expenditures for General Fund Unrestricted Fund to:

1. Provide liquidity necessary to accommodate the City's uneven cash flow which is inherent in our periodic tax collection schedule.
2. Provide approximately three (3) months of operating expenses.
3. Adhere to Government Finance Officers Association (GFOA) recommendation that a minimum General Fund unrestricted fund balance to be maintained of no less than either two (2) months of regular operating revenue or expenditures
4. Provide liquidity to respond to contingent liabilities.

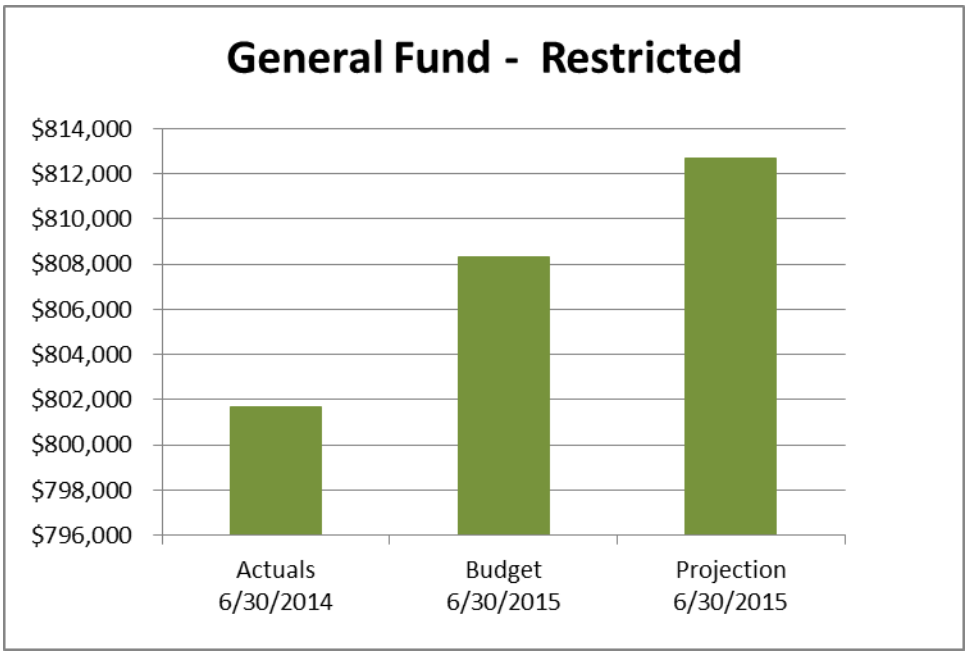
With this year-end projection the City will meet the General Fund Revenue Reserve fund target.

It is recommended that the City address the need to establish other General Fund Reserve funds, as follows:

1. PERS Unfunded liability – Estimate $45,000 (expect current estimates by June 30, 2015)
2. Working capital reserve – To meet cash flow requirements for Grants where funding is reimbursed and may lag for months after expenditures are made. See Capital Funds.
3. Reserve for capital improvements.

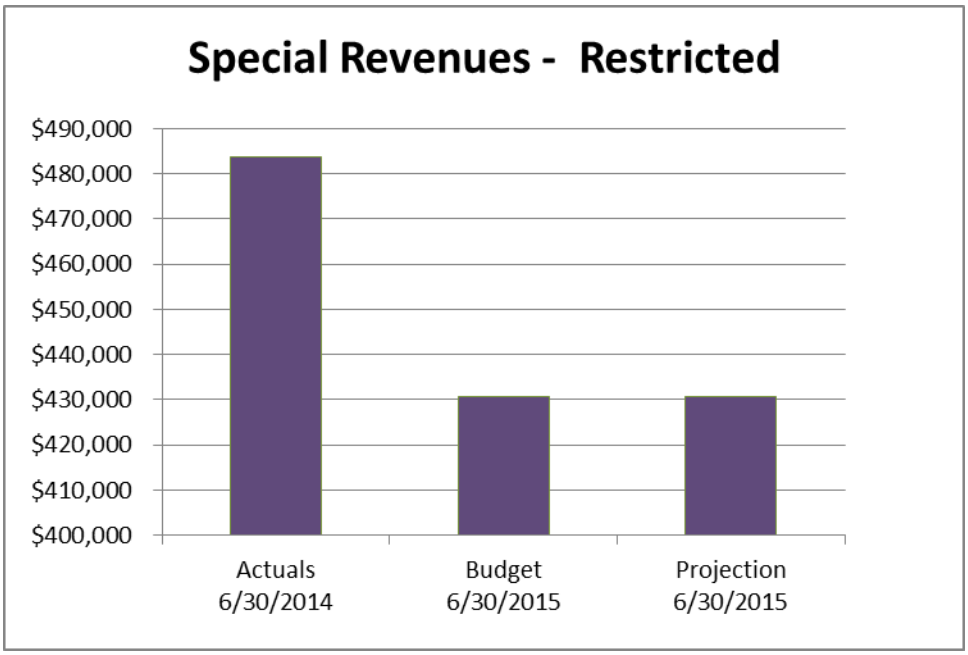
General Fund Restricted

These funds include the Landfill Postclosure Maintenance and AB939 Funds. These funds have limited activity and no budget variances are expected for the fiscal year. See Fund worksheet for more details.



Special Revenue Funds

Special revenue funds include Mitigation/Impact fees and Transportation funds (used primarily for maintaining our streets and roads). As budgeted, Mitigation/Impact fees have very limited activity and no significant budget variances are anticipated. Transportation Funds projections are also in line with the budget and budget variances are not expected for the fiscal year.

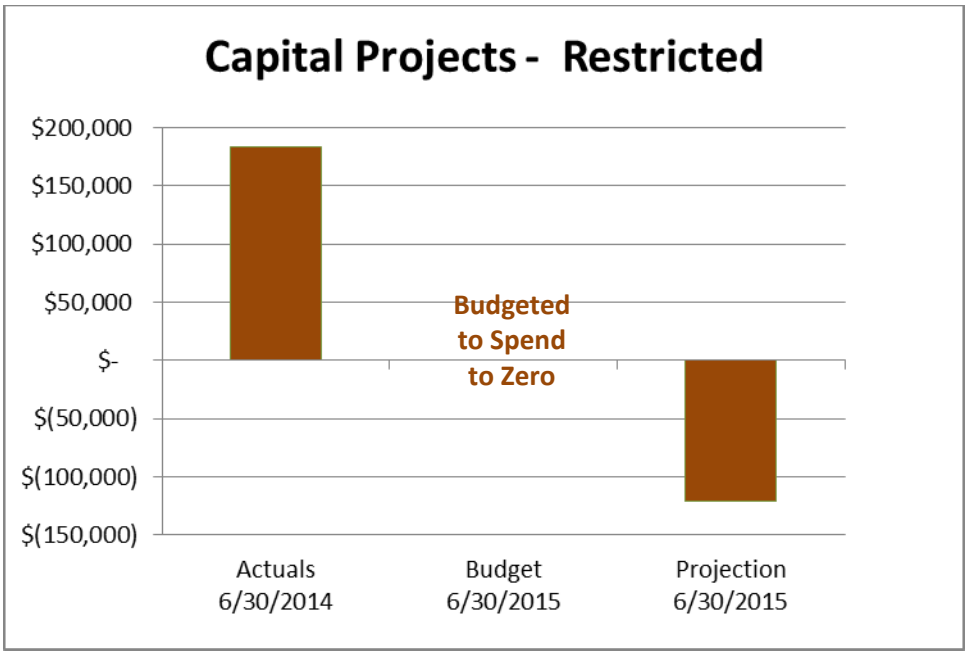


Capital Project Funds

The City has one active Road Rehabilitation project –UPPR Pedestrian Crossing and Biking Improvements. Funding has been awarded for the project – with some of the funding already paid to the City and other to be reimbursed upon project completion. Initially, this project was projected to be completed in the fiscal year ended June 30, 2013 – but due to constraints is not expected to complete until early next fiscal year. The projection at June 30, 2015 of a negative fund balance is due to the reimbursement of funding that will not be paid to the City until final project completion. While temporary, this cash flow shortage will have to be covered by other funds. See notes for reserves in General Fund Unrestricted.

Additional projects beginning this fiscal year are the North Main Bike Route/Street Improvement project and the Rule20A Undergrounding project.

Additional details for the Capital projects fund are provided on the Fund worksheet.

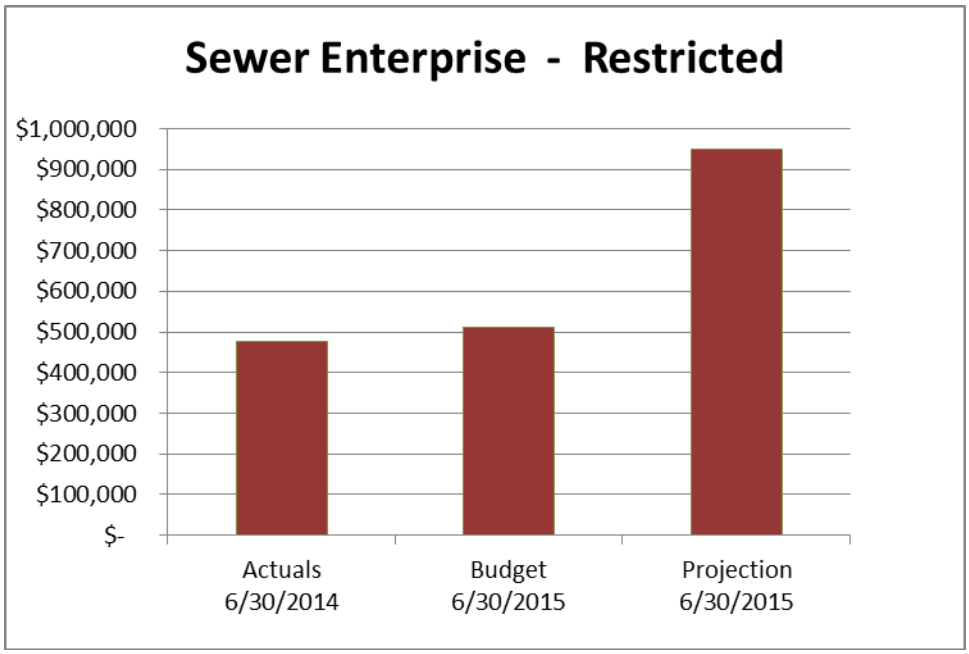


Sewer Enterprise Funds- Restricted

In accordance with the Finance Agreement with the State Water Board, our sewer funds should have a reserve equal to at least one year of note payments (438K) for the life of the loan. In addition, the funding from USDA stipulated that the City set aside reserve of $35,000 per year for short-lived assets. The City met this requirement for the fiscal year ended June 30, 2014. The short-lived asset reserve requirement and the note payment due in October 2015 will also be reserved in this current fiscal year.

It should be noted that this is the first year of reflecting these restricted funds – and the reserves for the current year were reflected in the Unrestricted fund during the budgeting process. Hence the increase noted in fund balance between budget and projection is offset by decrease in the Unrestricted fund.

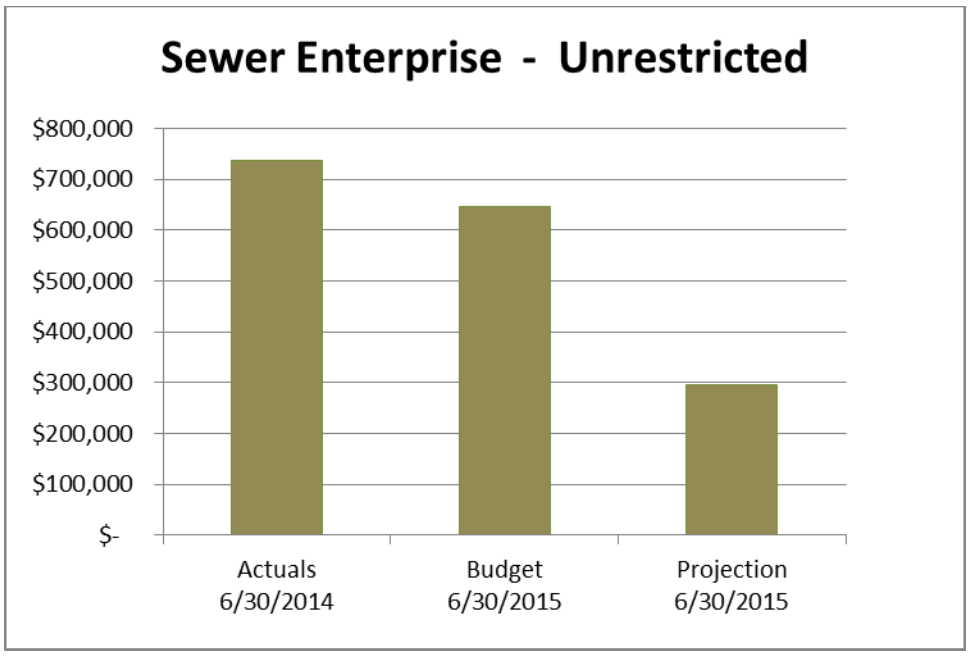
The City can utilize the$35,000 reserve for short-lived assets and it is expected to be used for capital items such as pump replacement.



Sewer Enterprise Funds- Unrestricted

Revenue and expense projections for the Sewer Enterprise Unrestricted Fund are not significantly different from the adopted budget. Revenue is expected to be on target with the budget and expenses are anticipated to be 4% below budget. While there are differences by specific revenue and expenditure accounts, the overall impact is not material.

As noted in Sewer Enterprise – Restricted Funds above, the decrease reflected in fund balance between budget and projection is offset by increase in the Restricted Fund. This is due to the addition of the segregated restricted fund set up after the budgeting process.



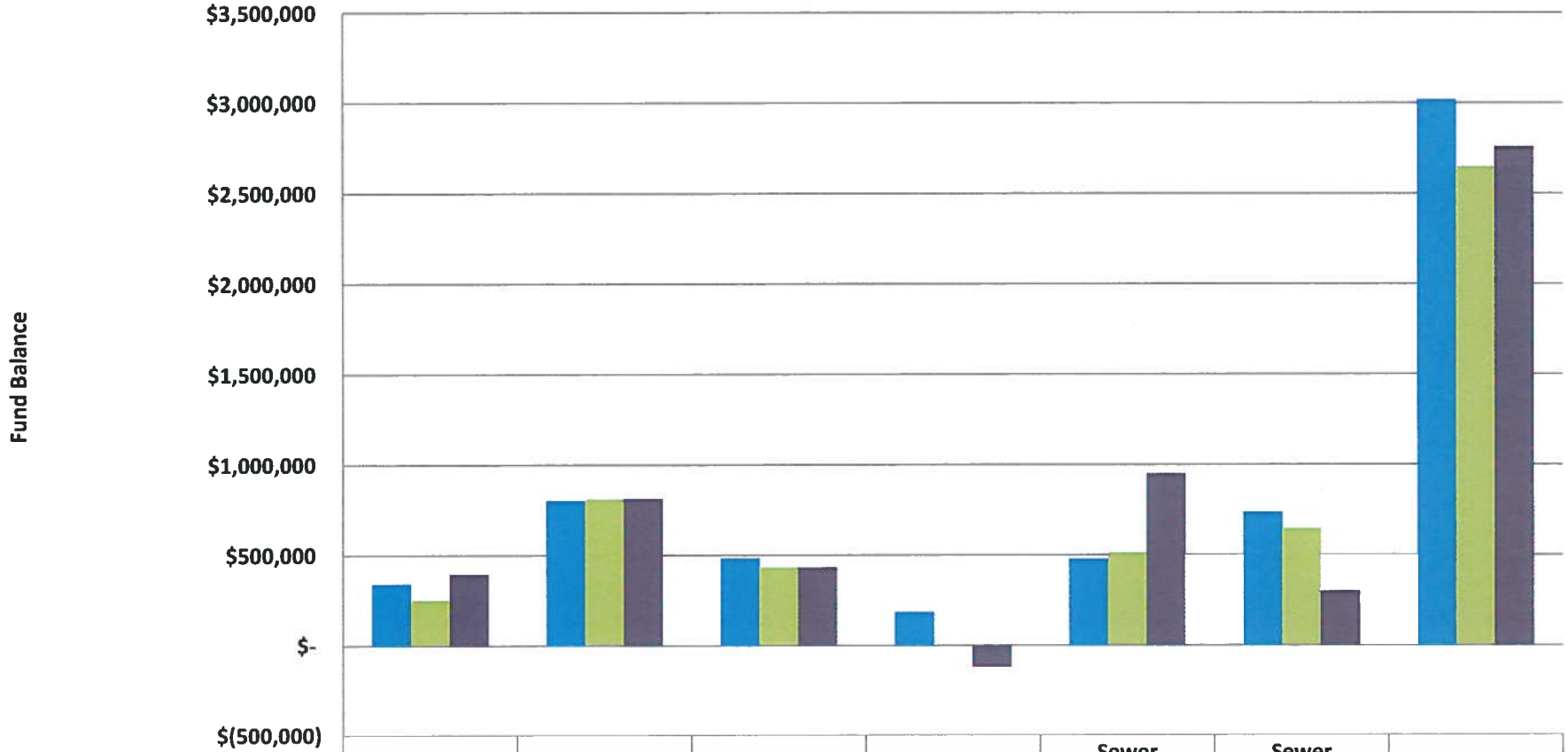
FINANCIAL AND/OR POLICY IMPLICATIONS:

SUPPORTING DOCUMENTS:

1. **Mid-Year Budget Review (MYBR) – Fund Balance Summary by Fund Type (Chart)**
2. **MYBR – Fund Worksheet – General Fund Unrestricted Reserves**
3. **MYBR – Fund Worksheet – General Fund Restricted**
4. **MYBR – Fund Worksheet – Special Revenues Restricted**
5. **MYBR – Fund Worksheet – Capital Projects – Restricted**
6. **MYBR – Fund Worksheet – Sewer Enterprise – Restricted**
7. **MYBR – Fund Worksheet – Sewer Enterprise - Unrestricted**
8. **Diagnosing Financial Health (CaliforniaCityFinance.com)**
9. **Discretionary (General Fund) Revenues**
10. **Discretionary (General Fund) Expenditures**
11. **Budget Calendar**
12. **Adopted Budget – All Funds Summary**
13. **General Fund Unrestricted – Revenue**
14. **General Fund Unrestricted – Expense**
15. **Sewer Enterprise Fund Summary**

COMMITTEE RECOMMENDATION:
This report was not discussed by any committee.

City of Colfax
Fiscal Year 2014-2015 Mid Year Budget Review
Fund Balance Summary by Fund Type



		General Fund Unrestricted	General Fund Restricted	Special Revenues	Capital Projects	Sewer Enterprise Funds Restricted	Sewer Enterprise Funds Unrestricted	Total All Funds
Actuals	6/30/2014	$337,945	$801,710	$483,666	$182,867	$476,026	$735,618	$3,017,832
Budget	6/30/2015	$249,707	$808,317	$430,712	$-	$511,026	$646,326	$2,646,088
Projection	6/30/2015	$393,795	$812,710	$430,712	$(121,240)	$948,000	$294,281	$2,758,258

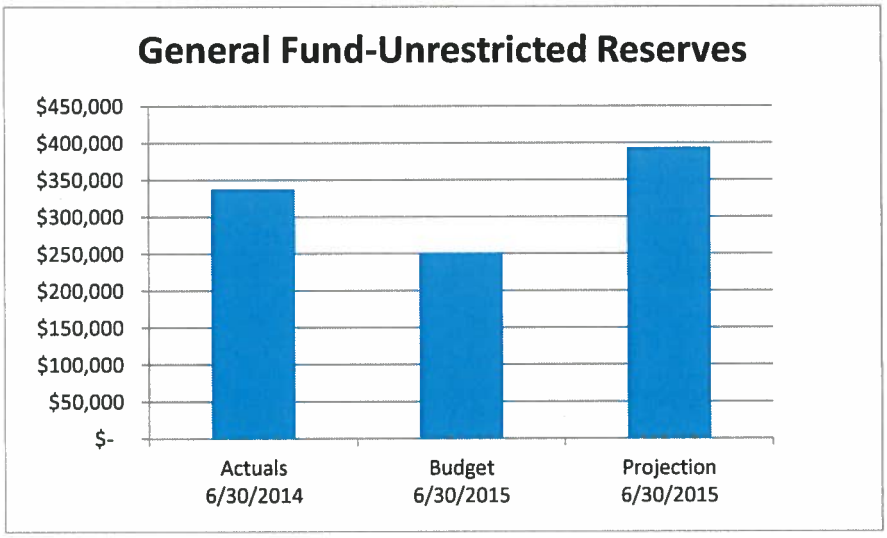
City of Colfax
Fiscal Year 2014-2015 - Mid Year Budget Review
Fund Worksheet

General Fund - Unrestricted Reserves

	Fund Balance 06/30/2014	Projected Revenues	Projected Expenses	Transfers In/Out	Projected Fund Balance 06/30/2015
Approved Budget	$ 218,309	$ 1,377,850	$ (1,306,257)	$ (40,194)	$ 249,708
Actuals/Projected	**$ 337,945**	**$ 1,363,469**	**$ (1,267,425)**	**$ (40,194)**	**$ 393,795**
Difference	$ 119,636	$ (14,381)	$ 38,832	$ -	$ 144,087
		-1%	*-3%*	*0%*	

Mid-Year Highlights:

Property Tax - 3% Increase	$ 10,000		
Sales Tax - 2% Increase	$ 15,000		
Land Dev Fees - Decreased Activity	$ (43,000)	$ 33,100	
Misc/Other	$ 3,619	$ 5,732	
Total	$ (14,381)	$ 38,832	$ -



Notes:

City Administrative policies and procedures define a target reserve balance of 25% of annual operating expenditures for General Fund Unrestricted funds.

2014-2015 Annual Operating Expenses Estimate	$	1,267,425
Reserve Estimate - 25%	$	316,856

Additional Reserves to Consider:

1. CALPers Unfunded Liability
2. Working capital reserve – To meet cash flow requirements for Grants (funding delays)
3. Reserve for capital improvements

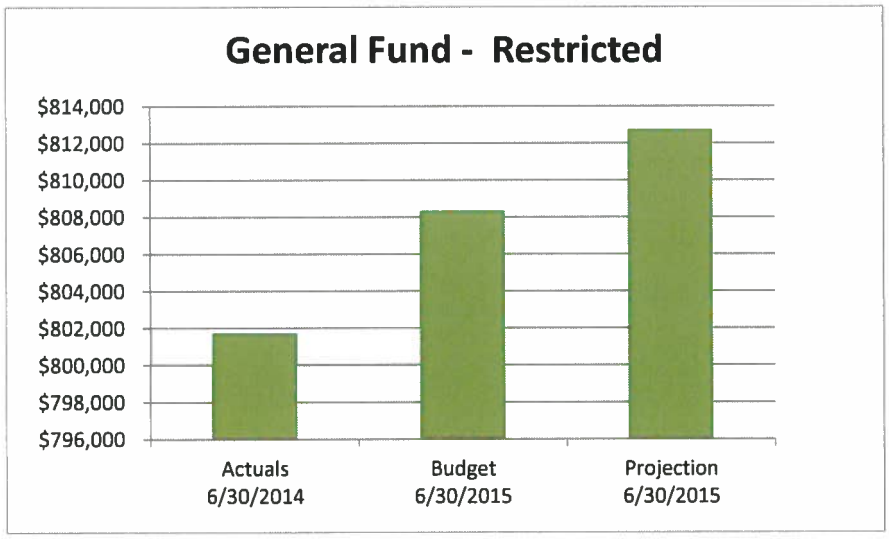
City of Colfax
Fiscal Year 2014-2015 - Mid Year Budget Review
Fund Worksheet

General Fund - Restricted

	Fund Balance 06/30/2014	Projected Revenues	Projected Expenses	Transfers In/Out	Projected Fund Balance 06/30/2015
Approved Budget	$ 797,753	$ 72,000	$ (61,436)	$ -	$ 808,317
Actuals/Projected	**$ 801,710**	**$ 72,000**	**$ (61,436)**	**$ -**	**$ 812,274**
Difference	$ 3,957	$ -	$ -	$ -	$ 3,957
		0%	*0%*		

Mid-Year Highlights:

Total	$ -	$ -	$ -



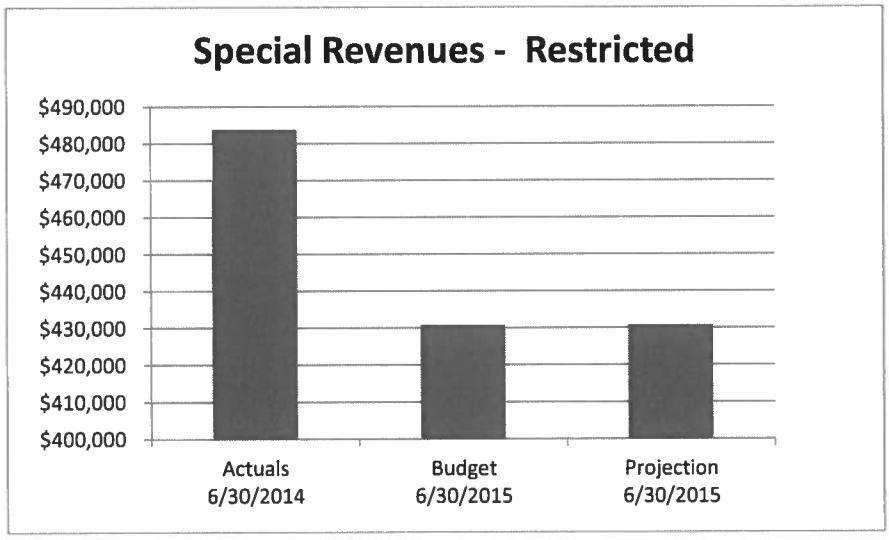
City of Colfax
Fiscal Year 2014-2015 - Mid Year Budget Review
Fund Worksheet

Special Revenues - Restricted

	Fund Balance 06/30/2014	Projected Revenues	Projected Expenses	Transfers In/Out	Projected Fund Balance 06/30/2015
Approved Budget	$ 472,994	$ 265,070	$ (347,546)	$ 40,194	$ 430,712
Actuals/Projected	**$ 483,666**	**$ 265,070**	**$ (347,546)**	**$ 40,194**	**$ 441,384**
Difference	$ 10,672	$ -	$ -	$ -	$ 10,672
		0%	*0%*	*0%*	

Mid-Year Highlights:

Total	$ -	$ -	$ -



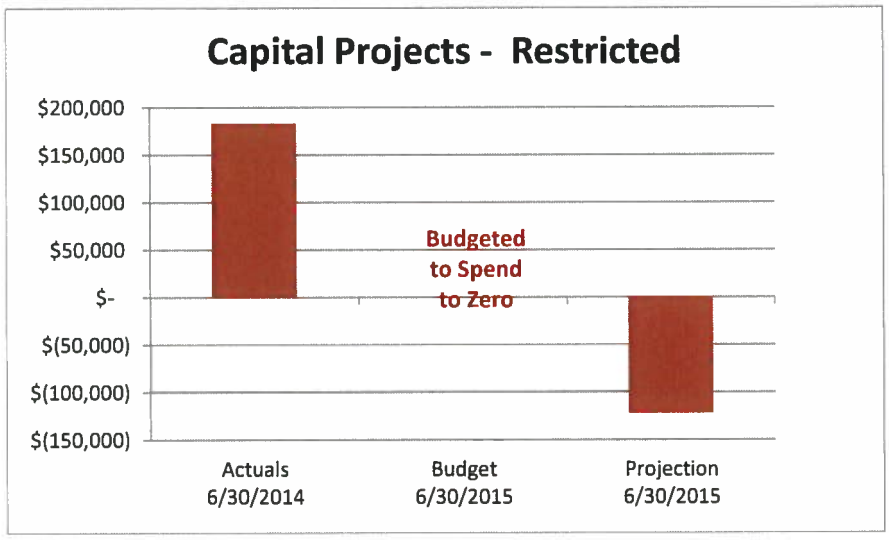
City of Colfax
Fiscal Year 2014-2015 - Mid Year Budget Review
Fund Worksheet

Capital Projects - Restricted

	Fund Balance 06/30/2014	Projected Revenues	Projected Expenses	Transfers In/Out	Projected Fund Balance 06/30/2015
Approved Budget	$ 230,989	$ 100,000	$ (330,989)	$ -	$ -
Actuals/Projected	**$ 182,867**	**$ 82,000**	**$ (386,107)**	**$ -**	**$ (121,240)**
Difference	$ (48,122)	$ (18,000)	$ (55,118)	$ -	$ (121,240)
		-18%	*17%*	*0%*	

Mid-Year Highlights:

*Project delays**	$ (48,122)	$ (18,000)	$ (55,118)	$ -	$ (121,240)
Total		$ (18,000)	$ (55,118)	$ -	



*UPRR Ped Xing and Improvements Project - project delays have pushed completion date into next fiscal year. A large portion of project funding is not reimbursable until project completion.

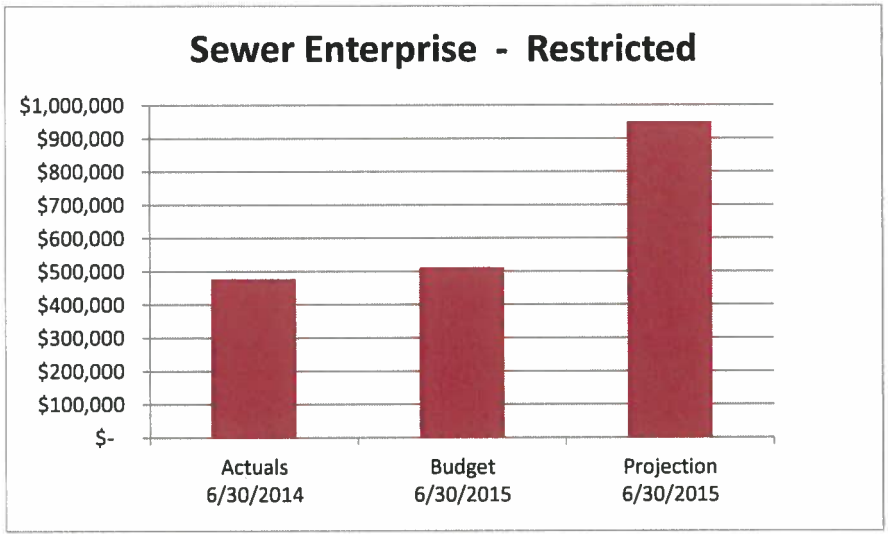
City of Colfax
Fiscal Year 2014-2015 - Mid Year Budget Review
Fund Worksheet

Sewer Enterprise - Restricted

	Fund Balance 06/30/2014	Projected Revenues	Projected Expenses	Transfers In/Out	Projected Fund Balance 06/30/2015
Approved Budget	$ 476,026	$ -	$ (438,974)	$ 473,974	$ 511,026
Actuals/Projected	**$ 476,026**	**$ -**	**$ (438,974)**	**$ 910,948**	**$ 948,000**
Difference	$ -	$ -	$ -	$ 436,974	$ 436,974
		0%	*0%*	*0%*	

Mid-Year Highlights:

Reserve October 2015 Debt payment	$ -	$ -	$ 438,974
Adjust reserves			$ (2,000)
Total	$ -	$ -	$ 436,974



Notes:
State Water Board and USDA grants and loans required the establishment of reserves equating to one year of debt service payment and a reserve for short lived assets (increases $35,000 per year).

Projected balance at 06/30/2015

Debt Service - Reserve required until end of loan	$	439,000
Debt Service - Annual payment due October 2015	$	439,000
Reserve for short-lived assets	$	70,000
	$	948,000

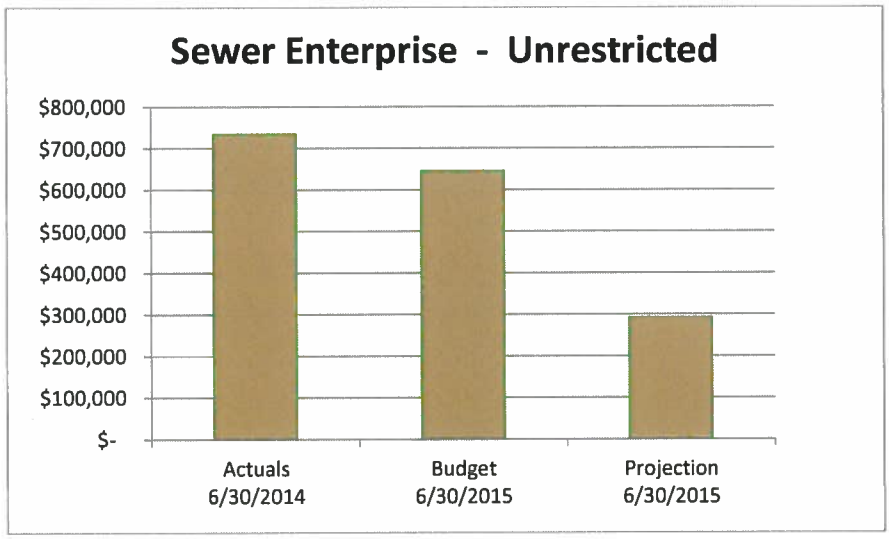
City of Colfax
Fiscal Year 2014-2015 - Mid Year Budget Review
Fund Worksheet

Sewer Enterprise - Unrestricted

	Fund Balance 06/30/2014	Projected Revenues	Projected Expenses	Transfers In/Out	Projected Fund Balance 06/30/2015
Approved Budget	$ 706,592	$ 1,748,498	$ (1,334,790)	$ (473,974)	$ 646,326
Actuals/Projected	**$ 735,618**	**$ 1,748,498**	**$ (1,278,887)**	**$ (910,948)**	**$ 294,281**
Difference	$ 29,026	$ -	$ 55,903	$ (436,974)	$ (352,045)
		0%	*-4%*	*92%*	

Mid-Year Highlights:

Reserve October 2015 Debt payment	$ -	$ -	$ (438,974)
Anticipated reduction in expenses		$ (55,903)	
Reserve Adjustment			$ 2,000
Total	$ -	$ (55,903)	$ (436,974)



Notes:

City Administrative policies and procedures define a target reserve balance of 17% of annual operating expenditures for Sewer Enterprise Unrestricted funds.

2014-2015 Annual Operating Expenses Estimate	$	1,278,887
Reserve Estimate - 17%	$	217,411

Additional Reserves to Consider:

1. Reserve for capital improvements

Diagnosing Financial Health

Defining Municipal Financial Health

Solvency

1. **cash solvency** - ability to meet immediate financial obligations; i.e. over next 30 or 60 days (accts payable, payroll).
2. **budgetary solvency** - ability to meet all financial obligations during a budget year.
3. **long-run solvency** – ability to meet all financial obligations into the future.
4. **service-level solvency** – ability to provide the desired level of services for the general health and welfare of the community.

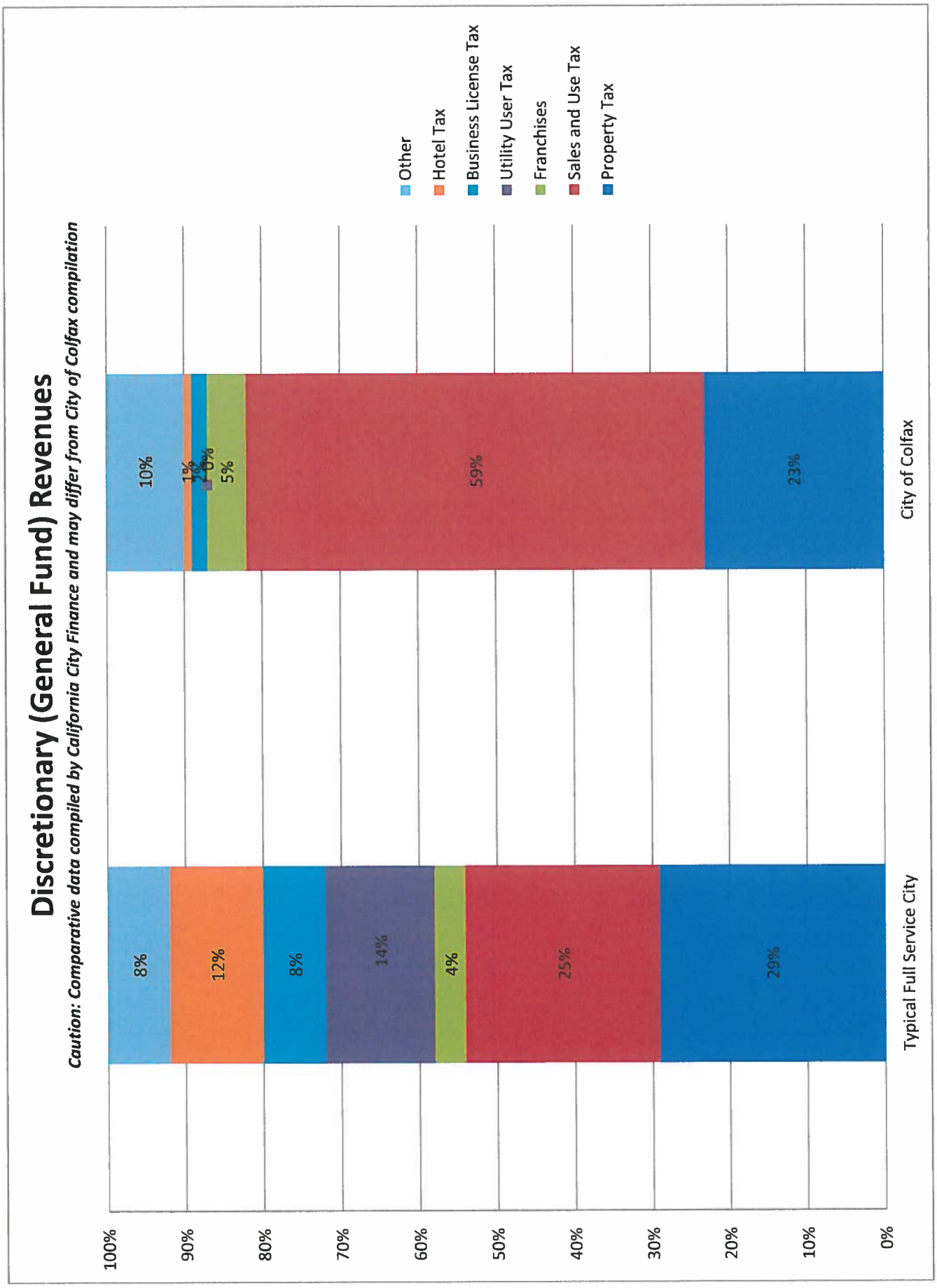
CaliforniaCityFinance.com

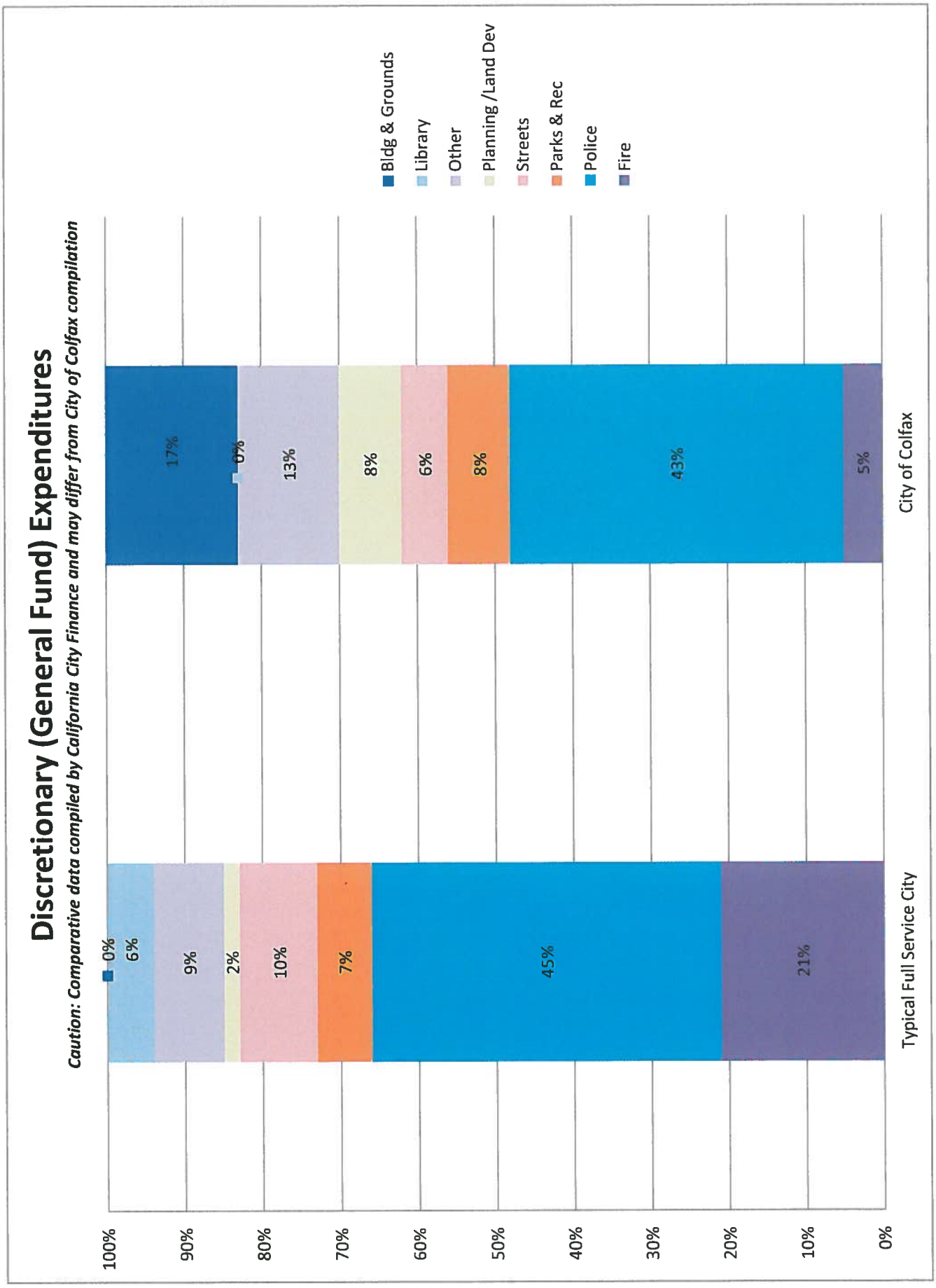
Diagnosing Financial Health

You Need the Financial Health Diagnostic

- **Validate** areas in which your city is *fiscally healthy*
- **Identify problems**, areas to *improve*
- **Act to remedy** problems *before* they get worse or unmanageable
- **Avoid being blind-sided** by problems
- **Add credibility** to your fiscal evaluation
- **Help others** (labor associations, taxpayers and other interested parties) **understand** your financial position

CaliforniaCityFinance.com


Discretionary (General Fund) Revenues
Caution: Comparative data compiled by California City Finance and may differ from City of Colfax compilation
Other
Hotel Tax
Business License Tax
Utility User Tax
Franchises
Sales and Use Tax
Property Tax
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
8%
12%
8%
14%
4%
25%
29%
Typical Full Service City
10%
1%
2%
0%
5%
59%
23%
City of Colfax


Discretionary (General Fund) Expenditures
Caution: Comparative data compiled by California City Finance and may differ from City of Colfax compilation
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
0%
6%
9%
2%
10%
7%
45%
21%
17%
0%
13%
8%
6%
8%
43%
5%
Typical Full Service City
City of Colfax
Bldg & Grounds
Library
Other
Planning /Land Dev
Streets
Parks & Rec
Police
Fire

City of Colfax - Budget Calendar

Date	Action	Comment
Wednesday, March 11, 2015	Mid Year Review 2014-2015	Detailed Analysis of all Revenue and Expenditures during Current fiscal year.
Wednesday, May 20, 2015	Council/Public Budget Workshop	Staff review and update of 2015-2016 Adopted Budget. Update projected beginning fund balance based on Mid Year Review of 2014-2015. Review staff allocations for current activities. Identify changes in revenue and expense projections based on current knowledge or agreements.
Wednesday, July 01, 2015	New Fiscal Year Begins	

CITY OF COLFAX

All Funds - Projected Revenues, Expenditures, Transfers and Fund Balance

For Fiscal Year 2014-2015 and Fiscal Year 2015-2016

		Fiscal Year 2014-2015					Fiscal Year 2015-2016				
Fund Description	Fund #	Projected Fund Balance 07/01/2014	Projected Revenues	Projected Expenses	Transfers In (Out)	Projected Fund Balance 06/30/2015	Projected Fund Balance 07/01/2015	Projected Revenues	Projected Expenses	Transfers In (Out)	Projected Fund Balance 06/30/2016
General Fund - Unrestricted	100/120/570	$ 218,309	$ 1,377,850	$ 1,306,257	$ (40,194)	$ 249,707	$ 249,707	$ 1,381,263	$ 1,310,881	$ (50,226)	$ 269,863
General Fund - Restricted											
2% AB939 Landfill Diversion	571	30,767	0	5,000	0	$ 25,767	25,767	0	5,000	0	$ 20,767
Landfill - Postclosure Maintenance	572	766,986	72,000	56,436	0	$ 782,550	782,550	72,000	53,584	0	$ 800,966
Total General Fund - Restricted		797,753	72,000	61,436	0	808,317	808,317	72,000	58,584	0	821,733
Special Revenues											
Mitigation Funds	210-17	167,156	365	0	0	$ 167,521	167,521	365	0	0	$ 167,886
Support Law Enforcement	218	(0)	100,000	113,944	13,944	$ 0	0	100,000	117,362	17,362	$ 0
CDBG Revitalization Zone	236	0	0	26,250	26,250	$ -	0	0	26,250	26,250	$ -
CDBG Rental Rehab	241	94,291	300	0	0	$ 94,591	94,591	300	0	0	$ 94,891
CDBG Business Loan	244	114,219	1,600	0	0	$ 115,819	115,819	1,500	0	0	$ 117,319
Transportation	250	0	102,200	161,701	59,501	$ -	0	104,200	149,460	45,260	$ -
Gas Taxes	253	28,564	55,550	20,325	(59,501)	$ 4,288	4,288	55,550	21,191	(38,646)	$ 0
Beverage Recycling	270	33,089	0	0	0	$ 33,089	33,089	0	0	0	$ 33,089
Used Oil Grant	280	3,289	5,005	5,104	0	$ 3,190	3,190	5,005	5,300	0	$ 2,895
Bricks and Community Projects	286	5,222	0	5,222	0	$ (0)	(0)	0	0	0	$ (0)
Fire Capital Fund	292	27,165	50	15,000	0	$ 12,215	12,215	50	0	0	$ 12,265
Total Special Revenues		$ 472,994	$ 265,070	$ 347,546	$ 40,194	$ 430,712	$ 430,712	$ 266,970	$ 319,563	$ 50,226	$ 428,344
Capital Projects											
Streets and Road Capital Projects	350	230,989	100,000	330,989	0	$ 0	0	260,000	260,000	0	$ 0
Total Capital Projects		$ 230,989	$ 100,000	$ 330,989	$ -	$ 0	$ 0	$ 260,000	$ -	$ -	$ 0
Enterprise Funds											
Sewer WWTP Maint and Ops	560	122,784	1,023,942	1,156,724	50,000	$ 40,002	40,002	1,053,779	1,143,012	50,000	$ 768
Sewer Collections Systems	561	40,261	195,613	170,990	(50,000)	$ 14,884	14,884	201,032	163,519	(50,000)	$ 2,397
WWTP/Debt Service	563	84,818	439,743	473,000	150,000	$ 201,561	201,561	439,744	473,000	150,000	$ 318,305
G.O. Bonds	565	21,910	4,600	7,300	-	$ 19,210	19,210	3,600	7,000	-	$ 15,810
Inflows and Infiltration	567	436,819	85,100	750	(150,000)	$ 371,169	371,169	85,100	0	(150,000)	$ 306,269
Total Enterprise Funds		$ 706,592	$ 1,748,999	$ 1,808,764	$ -	$ 646,826	$ 646,826	$ 1,783,254	$ 1,786,531	$ -	$ 643,549
TOTAL ALL FUNDS		$ 2,426,638	$ 3,563,919	$ 3,854,993	$ -	$ 2,135,563	$ 2,135,563	$ 3,763,487	$ 3,475,560	$ -	$ 2,163,490

Revised 03/05/2015 - Total Row adjusted for formula error.

Adopted June 11, 2014 - Resolution 18-2014

City of Colfax - Fiscal Year 2014-15
Mid Year Budget Review - **General Fund Unrestricted - Revenue**
Actuals as of December 31, 2014
Percent of Year : 50.0%

		Actuals	Budget	% Expended	Projection	% of Budget	
PROPERTY AND SALES TAXES							
4010	Property Taxes	$ 23,587	$ 300,000	8%	$ 310,000	103%	Teetered - Jan/May
4020	Sales and Use Taxes	$ 231,567	685,000	34%	$ 700,000	102%	Lags by two months
4040	Transient Occupancy Tax	$ 6,672	15,000	44%	$ 15,000	100%	
	TOTAL TAXES	261,826	1,000,000	26%	1,025,000	103%	
FRANCHISES							
4100	Franchises (570)	$ 28,533	60,000	48%	$ 65,000	108%	Double YTD + estimate for PGE
	TOTAL FRANCHISES	28,533	60,000	48%	65,000	108%	
LICENSES AND PERMITS							
4200	Business Licenses	$ 27,002	27,000	100%	$ 27,500	102%	Generally all billed in 1st Qtr
4210	Plan Check Fees	$ 1,200	5,000	24%	$ 2,500	50%	Estimate based on actuals
4220	Building Permits	$ 14,869	25,000	59%	$ 25,000	100%	Estimate at budget
4240	Encroachment Permits	$ 540	500	108%	$ 750	150%	Increase based on actuals
4270	Sign Permits	$ 300	200	150%	$ 500	250%	Decrease based on actuals
	TOTAL LICENSES & PERMITS	43,911	57,700	76%	56,250	97%	
CURRENT SERVICE CHARGES							
4605	Recreation Fees	$ 310	4,500	7%	$ 4,500	100%	Estimate at budget
4620	Land Develop Fees (120)	$ 6,126	68,250	9%	$ 25,000	37%	Reduce based on actuals
4630	Court Fines	$ 2,830	10,000	28%	$ 8,000	80%	Reduce based on actuals
4640	Copies & Reports	$ 17	100	17%	$ 100	100%	Estimate at budget
	TOTAL CURRENT SERVICE CHARGES	9,283	82,850	11%	37,600	45%	
REVENUE FROM OTHER AGENCIES							
4710	Motor Vehicle Fees	$ 819	115,000	1%	$ 110,000	96%	Teetered - Reduce based on ac
4760	Prop 172 Public Safety	$ 7,107	15,000	47%	$ 15,000	100%	Estimate at budget
	TOTAL FROM OTHER AGENCIES	7,926	130,000	6%	125,000	96%	
OTHER SOURCES OF FUNDS							
4770	State Mandated Reimbursements	$ 5,119	-	N/A	$ 5,119	N/A	Estimate based on actuals
4800	Rents and Leases	$ 900	1,800		$ 1,800		Estimate at budget
4810	Sign Rental & Leases	$ 19,694	44,500	44%	$ 44,500	100%	Estimate at budget
4815	Digital Sign Fees	$ 500			$ 1,000		Estimate based on actuals
4900	Miscellaneous	$ 493	1,000	49%	$ 1,000	100%	Estimate at budget
4980	Interest Income	$ 631	-	N/A	$ 1,200	N/A	Estimate based on actuals
	TOTAL OTHER SOURCES OF FUNDS	27,338	47,300	58%	54,619	115%	
	TOTAL GENERAL FUND REVENUE	$ 378,817	$ 1,377,850	27%	$ 1,363,469	99%	
	Projected change in Revenues				$ (14,381)		

City of Colfax - Fiscal Year 2014-15
Mid Year Budget Review - General Fund Unrestricted Expenses by Category
Actuals as of December 31, 2014
Percent of Year : 50.0%

		Actuals	Budget	% Expended	Projection	% of Budget	
PERSONNEL							
5010	Wages and Salaries	$ 78,762	$ 179,495	44%	$ 179,500	100%	
5015	In Lieu Pay - Wages	$ 2,507	$ -	#DIV/0!	$ -	#DIV/0!	
5110	FICA	$ 6,410	$ 13,734	47%	$ 13,700	100%	
5115	Unemployment Taxes	$ 47	$ 1,712	3%	$ 1,700	99%	
5120	Worker's Compensation	$ 8,483	$ 17,576	48%	$ 17,500	100%	
5130	Health Insurance	$ 13,121	$ 32,883	40%	$ 33,000	100%	
5150	Uniform and Shoe Allowance	$ 584	$ 700	83%	$ 1,000	143%	
5160	Retirement	$ 14,432	$ 14,429	100%	$ 14,000	97%	
SUPPLIES AND EQUIPMENT							
5201	Materials and Supplies	$ 14,301	$ 19,400	74%	$ 19,400	100%	
5203	Office Expenses	$ 35	$ 1,500	2%	$ 200	13%	
5220	Copy Machine	$ 1,495	$ 3,000	50%	$ 3,000	100%	
5300	Equipment Repairs & Maint	$ -	$ 1,600	0%	$ 1,000	63%	
5320	Vehicle Repairs & Maint	$ 30	$ 5,250	1%	$ 5,250	100%	
5325	Gas & Oil	$ 1,783	$ 5,000	36%	$ 4,000	80%	
COMMUNICATIONS							
5410	Postage	$ 1,286	$ 3,500	37%	$ 3,500	100%	
5420	Telephone	$ 2,440	$ 7,150	34%	$ 7,150	100%	
5430	Internet/Website	$ 1,764	$ 5,600	31%	$ 5,600	100%	
5440	Printing and Advertising	$ 906	$ 5,700	16%	$ 5,700	100%	
CONTRACTED SERVICES							
5510	Animal Control Contracts	$ 12,897	$ 27,500	47%	$ 27,500	100%	
5540	City Engineering Services	$ 14,528	$ 32,000	45%	$ 32,000	100%	
5560	Software Maintenance Contract	$ 2,726	$ 4,500	61%	$ 3,000	67%	
5570	Planning Services	$ 8,408	$ 53,100	16%	$ 20,000	38%	
5580	Booking Fees	$ -	$ 800	0%	$ 1,000	125%	
5600	Sheriff Protection Services	$ 125,872	$ 487,905	26%	$ 487,905	100%	
5625	Fire Services	$ 10,354	$ 25,000	0%	$ 25,000	100%	
5650	Annual Audit	$ 7,432	$ 9,500	78%	$ 7,500	79%	
5660	Professional Services	$ 15,293	$ 51,900	29%	$ 51,900	100%	
5665	Legal Fees	$ 22,208	$ 43,000	52%	$ 45,000	105%	
RESOURCE DEVELOPMENT							
5810	Memberships and Dues	$ 2,158	$ 2,700	80%	$ 2,700	100%	
5815	Conferences & Meetings	$ 194	$ 1,050	18%	$ 1,050	100%	
5820	Education and Training	$ 935	$ 4,750	20%	$ 4,750	100%	
5830	Travel	$ 241	$ 1,100	22%	$ 1,100	100%	
OCCUPANCY							
6100	Rents and Leases	$ 95	$ -	#DIV/0!	$ 2,000	#DIV/0!	
6120	Utilities	$ 14,420	$ 36,705	39%	$ 32,200	88%	
6125	Water	$ 8,218	$ 14,200	58%	$ 14,200	100%	
6140	Bldg Repairs and Maint	$ 2,231	$ 3,000	74%	$ 5,000	167%	
6160	Security	$ 236	$ 500	47%	$ 500	100%	
CAPITAL OUTLAY							
7010	Office Equipment/Computer	$ -	$ 5,000	0%	$ 5,000	100%	
7500	Structure Improvements	$ -	$ 10,000	0%	$ 10,000	100%	
MISCELLANEOUS							
8100	Art Lot Lease	$ 180	$ 750	24%	$ 750	100%	
8250	Miscellaneous	$ (1,040)	$ 1,250	-83%	$ 1,250	100%	
8252	Bank Charges	$ 763	$ 1,500	51%	$ 1,500	100%	
8260	SB 2557 Prop Tax Admin Costs	$ -	$ 10,000	0%	$ 10,000	100%	Teeter - Jan and May
8263	Economic Development	$ 1,000	$ 2,000	50%	$ 1,200	60%	
8300	Payment to Other Agencies	$ 1,023	$ 3,120	33%	$ 3,120	100%	
8310	POA - Contamination	$ -	$ 10,000	0%	$ 10,000	100%	
8320	LAFCO Fees	$ 1,027	$ 700	147%	$ 1,100	157%	
8400	Insurance and Bonds	$ 14,071	$ 15,000	94%	$ 15,000	100%	
8532	Mandatory Lab Test	$ -	$ 500	0%	$ 500	100%	
8550	Election Costs	$ 1,336	$ 2,000	67%	$ 1,500	75%	
8600	Codification	$ 1,176	$ 7,000	17%	$ 7,000	100%	
8720	Debt Service	$ 85,169	$ 120,000	71%	$ 120,000	100%	
	TOTALS	$ 501,539	$ 1,306,259	38%	$ 1,267,425	97%	
	Projected change in expenditures				$ (38,834)		

City of Colfax - Fiscal Year 2014-15
Mid Year Budget Review - **Sewer Enterprise Fund Summary**
Actuals as of December 31, 2014
Percent of Year : 50.0%

	Actuals	Budget	% Expended	Projection	% Budget	
REVENUES BY MAJOR CATEGORY						
G.O. Bonds Taxes	$ 218	$ 4,500	5%	$ 4,500	100%	Teetered - Paid via property taxes
Service Charges	$ 494,875	$ 994,542	50%	$ 994,542	100%	
Debt Service Charges	$ 223,122	$ 439,743	51%	$ 439,743	100%	
I&I Revenues	$ 6,000	$ 85,000	7%	$ 85,000	100%	Teetered - Paid via property taxes
Inspection Charges	$ 5,698	$ 15,000	38%	$ 15,000	100%	Increase based on actuals
Lift Charges/Collection System	$ 86,278	$ 180,613	48%	$ 172,000	95%	Decrease based on actuals
Industrial User Permit	$ 9,278	$ 13,000	0%	$ 18,556	100%	New - not in budget
Rents and Leases	$ 1,200	$ 2,400	50%	$ 2,400	100%	
Interest Income	$ 766	$ 1,600	48%	$ 1,400	88%	
Interest/Late Charges	$ 12,471	$ 12,100	103%	$ 15,357	127%	Increase based on actuals
TOTAL REVENUES	**$ 839,905**	**$ 1,748,498**	48%	$ 1,748,498	100%	
EXPENDITURES BY CATEGORY						
Personnel	$ 135,704	$ 539,614	25%	$ 300,000	56%	Staffing offset by professional services
Supplies and Equipment	$ 108,292	$ 134,000	81%	$ 216,584	162%	Increase based on actuals
Communications	$ 3,870	$ 8,200	47%	$ 7,740	94%	Increase based on actuals
Contracted Services	$ 165,635	$ 283,200	58%	$ 350,000	124%	Increase based on actuals
Resource Development	$ 1,553	$ 2,250	69%	$ 3,107	138%	
Occupancy	$ 77,715	$ 147,950	53%	$ 155,431	105%	
Capital Outlay	$ -	$ 135,000	0%	$ 135,000	100%	Jetter, SL asset reserve,
Miscellaneous	$ 119,468	$ 550,500	22%	$ 550,000	100%	Debt service/interest accrues at Year end
TOTAL EXPENDITURES	**$ 612,238**	**$ 1,800,714**	34%	$ 1,717,861	95%	
Net Change - Fund Balance	$ 227,668	$ (52,216)	-436%	$ 30,637	-59%	

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MARCH 11, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager

PREPARED By: Jim Fletter, Assistant City Engineer

SUBJECT: Construction Authorization
Grass Valley Street Utility Undergrounding Project

	N/A	**X**	**FUNDED**		**UN-FUNDED**	**AMOUNT: $250,000**	**FROM FUND: Rule 20A & City Streets Fund**

RECOMMENDED ACTION: Adopt Resolution 5-2015 Approving The Construction Plans, Specifications, and Project Budget Sheets for the Grass Valley Street Undergrounding Project No. 14-01

ISSUE STATEMENT AND DISCUSSION:

On August 13, 2014, through Resolution 21-2014, the City Council established the Grass Valley Street Underground Utility District which will utilize Rule 20A utility undergrounding funds to relocate above ground electrical and telecommunications facilities on Grass Valley Street between the west side of the railroad tracks and the west alley behind Main Street, as shown in the attached construction plans.

Grass Valley Street Utility Undergrounding Project No. 14-01

The project includes trenching between new PG&E vaults in Grass Valley from the north power pole immediately west of the Union Pacific Railroad Tracks, through the Main/Grass Valley intersection, to the north landscaping strip just west of the alley behind Main Street. Conduit for PG&E, Verizon and Wave Communications will be placed in this joint primary service trench. A new pad mount transformer will be placed in the landscaping area fronting Grass Valley in front of the Caboose. Two service trenches and conduit will be constructed from the transformer to the "Historic Freight" Building and the landscaping area in front of US Bank for a new City street light. The work includes an additive item to replace the existing street light on the southeast corner of the Main/Grass Valley intersection as funding allows.

Once these conduit and vaults are constructed, PG&E, Verizon, and Wave will schedule removal of the overhead facilities including the wires and poles. PG&E has tentatively schedule their work in September 2015. Verizon and Wave have not yet provided a date for completion.

Time is of the essence to complete the project before the "UPRR Ped Xing and Bike Path Improvement Project" starts construction in early June 2015. This second project was discussed at the February 25th Council meeting. Construction for both projects is occurring in the same area. Design is complete and Staff advertised the project for bid on March 5th. Bids will be opened on March 26th, with a scheduled construction start date of May 4, 2015.

The City Engineer has updated the cost estimate and funding, on the attached Project Budget Sheet (PBS). This PBS revises a preliminary PBS approved in August 2014. The revised PBS reallocates funding between activities and increases the construction and contingency amount by $15,000 from the City Street Fund.

Staff is requesting that Council approve the construction plans and contract specifications, which are available for review in City Hall.

FINANCIAL AND/OR POLICY IMPLICATIONS:

The Project has a base bid schedule and three additive bid items. The Engineer's base bid cost estimate is $185,000. The three additive bid items, with an Engineer's cost estimate of $22,000, includes the restoration of the roadway surface and construction of a new street light foundation at the southeast corner of Main & Grass Valley. Any road surface restoration work that cannot be completed with this project due a funding shortfall, identified after bid opening, will be completed with funds from the UPRR Ped Xing and Bike Path Improvement Project.

By using the additive alternatives, the city has flexibility in awarding the work that the budget can afford.

The project is funded with Rule 20A and the City Street Fund.

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

SUPPORTING DOCUMENTS:

1) Resolution 5-2015
2) Plans and Specifications: UPRR Ped Xing and Bike Path Improvement Project (in City Hall)
3) Project Budget Sheet

City of Colfax
City Council

Resolution № 5-2015

APPROVING THE CONSTRUCTION PLANS, SPECIFICATIONS, AND PROJECT BUDGET SHEETS FOR THE GRASS VALLEY STREET UNDERGROUNDING PROJECT No. 14-01

Whereas, On August 13, 2014, through Resolution 21-2014, the City Council established the Grass Valley Street Underground Utility District which will utilize Rule 20A utility undergrounding funds to relocate above ground electrical and telecommunications facilities on Grass Valley Street between the west side of the railroad tracks and the west alley behind Main Street; and,

Whereas, the City Council has reviewed the Plans, Specifications and Engineers Estimate for the Utility Undergrounding Project; and,

Whereas, the funding for the construction of the Utility Undergrounding Project is through the Rule 20A funds and the City Street Funds;

Now Therefore, Be It Resolved by the City Council of the City of Colfax that the City Council has reviewed and approved the Plans, Specifications and Proposed Budget Sheets for the Rule 20A Underground Utility Project at Grass Valley Street and Main Street.

Passed and Adopted this 11th day of March by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Kim A. Douglass, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

CONTRACT DOCUMENT
FOR

GRASS VALLEY STREET UTILITY UNDERGROUNDING PROJECT NO. 14-01

BID OPENING – Thursday, March 26, 2015 at 2:00PM

CITY OF COLFAX

STATE OF CALIFORNIA

CONTRACT DOCUMENTS

FOR

GRASS VALLEY STREET UTILITY UNDERGROUDING

PROJECT NO. 14-01

Approve for Construction: _____
Mark Miller, City Manager

The Construction Documents Project Manual contained herein have been prepared by or under the direction of the following Registered Professional Civil Engineer:

James E. Fletter, P.E. – Civil 73457
License Expires: 12-31-2016

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CITY OF COLFAX
STATE OF CALIFORNIA

NOTICE TO CONTRACTORS

Sealed proposals for the work shown on the plans and specified in the Project documents entitled:

CITY OF COLFAX:
GRASS VALLEY STREET UTILITY UNDERGROUNDING PROJECT
PROJECT NO. 14-01

Bids will be received at the Office of the City Clerk of the City of Colfax:

33 South Main Street,
PO Box 702
Colfax, California 95713

until **Thursday, March 26, 2015 at 2:00PM,** at which time they will be publicly opened and read at said address. **Regular mail is only delivered to the P.O. Box and not the address.** Bid submittals shall be identified as such in the lower left corner of the envelope with the name of the project and contract number.

GENERAL WORK DESCRIPTION:

1. The scope of work, in general, includes providing all labor, materials, and equipment for the Grass Valley Street Utility Undergrounding Project in the City of Colfax including but is not limited to the following:
   i. Call USA and the City of Colfax to locate all existing utilities
   ii. Prepare and submit traffic control and erosion control plan
   iii. Implement traffic control and erosion control measures
   iv. Excavate, place conduit and backfill approximately 750 feet of joint utility trench
   v. Install junction boxes and vaults
   vi. Restore road base, asphalt and concrete to original condition
2. Concurrent Project: The City is soliciting bids in March 2015 for a construction project with construction budget of $223,000. This separate construction project involves primarily the construction of curb, gutter, sidewalk, drainage, and roadway repaving. The work will proceed upon substantial completion of the above project work, or concurrently depending upon the ability of the contractor(s) to coordinate the work of both projects.
3. Project Location:

   City of Colfax, Placer County, California:

   i. Northeast of the City of Auburn and Southeast of the City of Grass Valley, along Interstate 80.
   ii. Grass Valley Street: from west of the railroad tracks to approximately 100 west of the alley behind Main Street.

4. Bidders shall familiarize themselves with the site prior to preparing their bids.
5. Attention is directed to Section 3-1.06, "Contractor License," of the Standard Specifications. The Contractor shall posses a valid **Class A** license from the State of California at the time of the bid award, and the license(s) shall remain in effect throughout the term of this Contract.
6. As required by SB 854, a) no contactor or subcontractor may be listed on a bid proposal for a public works project unless they are registered with the Department of Industrial Relations (DIR); b) no contractor or subcontractor may be awarded a public works contract unless registered with the DIR; and c) work performed on the project is subject to compliance monitoring and enforcement by the DIR. Contractors and subcontractors may register with the DIR at the following website: https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm
7. Plans and specifications may be examined at City Hall at 33 S. Main Street, Colfax, CA or
   Ponticello Enterprises Consulting Engineers office at 1216 Fortna Avenue in Woodland, CA

   Copies of the Contract Documents may be obtained through PlanWell Enterprise™ at www.planwell.com, more directly at https://order.e-arc.com/arcEOC/PWELL_PublicList.asp?mem=78, or by contacting ARC Document Solutions at (916) 443-1322.
8. All questions concerning this project shall be provided in writing and must be received by the City, in the manner described below, on or before May 23, 2014. Written questions may be emailed to Jim Fletter at jim.fletter@ponticelloinc.com.
9. The City will answer bidder questions through written addenda distributed by ARC Document Solutions. ARC will distribute the addenda to bidders that register on the ARC bidder's list for this project but it is Bidder's responsibility to confirm receipt of addenda and list addenda on the bid forms.
10. A Bid Bond of 10% of the total bid price will be required for this project.
11. The successful bidder shall be required to furnish a Payment Bond, Performance Bond, and Warranty Bond and certificates of liability and property damage insurance. The amounts of liability and property damage insurance will not be less than the amounts shown in the Special Provisions and will include an Additional Insured Endorsement to the Contractor's Liability insurance policy naming the City of Colfax, its officers, agents, and employees as additional insured.
12. This contract is subject to State contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.
13. 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 the City of Colfax City Hall, 33 South Main Street Colfax, CA 95713 and available from the

California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov/oprl/DPreWageDetermination.htm. 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.

14. The City of Colfax hereby notifies all bidders that it will affirmatively insure 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.
15. The City of Colfax expressly reserves the right to reject any or all bids and to waive minor irregularities or informalities and to further make award of the Project to the lowest responsive responsible bidder as it best serves the interest of the City.
16. The project must be bid in its entirety, including any alternate bid items as may be specifically listed in the bid schedule and addenda in order to be considered a responsive bid. Bids will be evaluated based on the bidder's qualifications, bids tendered, and available monies.
17. No employee of the City of Colfax shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.
18. The City of Colfax desires wherever possible, to hire qualified local residents to work on City projects. Local resident is defined as a person who resides in Placer County. The City encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible. As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.
19. The Work to be performed will be completed within 30 calendar days from the date of Notice to Proceed.
20. The Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished will apply to work done under this contract.
21. The Engineer's Cost Estimate: **$185,000**

_____ Dated: _____

Lorraine Cassidy, City Clerk
CITY OF COLFAX

CITY OF COLFAX
STATE OF CALIFORNIA

INSTRUCTIONS TO BIDDERS

1. RECEIPT OF BIDS

The City Clerk of the City of Colfax, California will receive at his/her office at the City Hall, sealed proposals on or before **Thursday, March 26, 2015 at 2:00PM.**

2. PREPARATION OF BIDS

a. Bids shall be submitted on the forms provided in the specifications and shall give the prices proposed in figures and must be signed by the bidder or his authorized representative. If the proposal is made by an individual, his name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state of incorporation and the names, titles, and business addresses of the president, secretary, and treasurer.

b. Bidders must quote on all items appearing on the bid form, including any alternate bid items as may be specifically listed in the bid schedule and addenda, in order to be considered a responsive bid. Failure to do so may disqualify the bid.

c. Attention is directed to Sections 4100 et. Seq. of the Public Contracts Code concerning disclosure of subcontractors. All subcontractors must be identified and substitution of different subcontractors without good cause may constitute a breach of the contract.

3. BIDDER'S GUARANTY

a. All bids for the construction work shall be presented, under sealed cover and shall be accompanied by one of the following forms of bidder's security in the amount of ten percent (10%) of the bid: (a) cash; (b) a cashier's check made payable to the City of Colfax; (c) a certified check made payable to the City of Colfax; or (d) a bidder's bond executed by an admitted surety insurer, made payable to the City of Colfax. Failure to submit said security shall be cause for rejection of bid.

b. The above mentioned bond shall be given as a guaranty that the bidder will enter into a contract if awarded the work, and will be declared forfeited if the successful bidder refuses to enter into said contract or to

furnish the necessary bonds after being requested to do so by the City Council, City of Colfax, California.

c. The prime Contractor shall be duly licensed, **Class A** in accordance with provisions of the Contractor's License Law as contained in Chapter 9, Division 3 of the Business and Professions Code (commencing with §7000), and any acts amendatory thereof, and shall be skilled and regularly engaged in the general class or type of work called for under these contract documents. The City of Colfax will consider a submittal from a bidder who is not licensed in accordance with this paragraph if the bidder provides evidence to the satisfaction of the City Engineer that the bidder's license qualifies the bidder under the regulations of the State Contractors License Board to perform the required work.

d. Attention is directed to Sections 4100 and 4108 of the Government Code concerning subcontractors.

4. RETURN OF BIDDER'S GUARANTY

Within fifteen (15) days after the award of the contract, the City Clerk will return the proposal guaranties accompanying the proposals, which are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany.

5. CONTRACT BONDS

The Contractor shall furnish three good and sufficient bonds. One of the said bonds in the amount of one hundred percent (100%) of the contract price shall guarantee the faithful performance of the said contract by the Contractor; and, in addition, by its terms, said faithful performance bond shall remain in full force and effect for a period of one (1) year from and after the completion and acceptance of said work to guarantee the repair and/or replacement of faulty workmanship and defective material. The other said bond in the amount of one hundred percent (100%) of the contract price to be furnished as required by the terms of an act entitled: "An act to secure the payment of the claims of persons who furnish materials, supplies, teams, implements or machinery used or consumed by such contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereto", approved May 10, 1919, as amended.

Forms of bonds required are included in the CONTRACT section of the Construction Documents.

Whenever any surety or sureties on any such bonds, or on any bonds required by law for the protection of the claims of laborers and material men, become insufficient, or the City has cause to believe that such surety or sureties have

become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

Contract Bonds accepted by the City shall meet the following criteria:

a. Issuers of bonds in behalf of the Contractor shall have a long term debt rating of at least A3 from MOODY's and at least a rating of A3 from STANDARD AND POORS. Issuer of bonds shall have at least a short term of commercial paper rating of A3 from STANDARD AND POORS and at least a rating of Prime 3 from MOODY's.

b. Issuer of bonds shall be an independent entity from the Contractor (subsidiary and/or parent corporation). If the issuer is rated by BEST'S PROPERTY AND CASUALTY KEY RATING GUIDE, then it shall have a minimum insurance rating of B+.

6. LABOR AND WAGE CODE GUIDELINES

a. Attention is directed to Section 1777.5 of the Labor Code as it applies to apprenticeship standards.

b. The general prevailing wage rates for each craft, classification, or type of workers shall be as determined by the Director of Industrial Relations.

c. In accordance with the provisions of Section 1860 of the California Labor Code, attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation of his or her employees.

7. REJECTION OF BIDS

a. Proposals may be rejected if they show any alterations of form, incomplete bid, erasures, additions not called for, or irregularities of any kind. However, City also reserves the right to accept irregular bids if the irregularity is immaterial or it is inadvertent and promptly corrected.

b. The City of Colfax reserves the right to reject any and all proposals.

8. WITHDRAWAL OF BIDS

Bids may be withdrawn at any time prior to opening upon written, facsimile or telegraphic request received from the bidder prior to the time for opening of bids. Bidders may resubmit a bid following their withdrawal of a bid. Bids so

withdrawn will be returned to bidders unopened when reached in the process of opening bids. No bid may be withdrawn after the hour affixed for opening bids without rendering the accompanying Bid Security subject to retention, as in the Contract Documents herein provided.

9. OPENING OF BIDS

At the time and place fixed for opening bids, the contents of all bids will be made public for the information of all bidders and other interested parties, who may be present in person or by representatives.

10. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work, unless alternative bids are called for. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a direct bid on his own behalf.

11. AWARD OF CONTRACT

The award of the contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed herein.

The City of Colfax, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252) and Regulations of the Department of Commerce (15 C.F.R., Part 3), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin.

The City Council, however, reserves the right to reject any or all bids, and to waive any informality or irregularity in bids received. The City Council also reserves the right to reject the bid of any bidder who has previously failed to perform properly or did not complete on time contracts with the City of Colfax of a nature similar to this project.

Such award, if made, will be made within sixty (60) days after the opening of the proposals. All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

12. INSURANCE REQUIREMENTS

Contractor shall provide proof of compliance with the insurance requirements specified in Sections 7-2 of the General Provisions by furnishing concurrent with the execution of the contract: (1) a certificate of insurance providing that no cancellation, major change in coverage, expiration or nonrenewal shall be

made during the term of this agreement, without thirty (30) days written notice to the City Engineer prior to the effective date of such cancellation, change in coverage, expiration, or nonrenewal; (2) a City standard endorsement form for insurance coverage (attached hereto), naming the City of Colfax, its officers, employees, agents, and volunteers as additional insured.

13. EXECUTION OF CONTRACT

The contract shall be signed by the successful bidder and returned, together with the contract bonds and certificate and City standard form endorsement of insurance, within ten (10) days, not including Saturdays, Sundays, and legal holidays after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the City until the execution of the contract.

Failure to execute a contract and file acceptable bonds and certificate and endorsement of insurance as provided herein within ten (10) days, not including Saturdays, Sundays, and legal holidays after the bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

14. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK

The bidder is required to examine carefully the site of and the proposal, plans, specifications, and contract forms for, the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of the specifications, the special provisions, and the contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

15. ADDENDA AND JOB CLARIFICATION

Should a bidder find discrepancies in or omissions from, the Drawings and Specifications, or should he be in doubt as to their meaning, he shall at once notify the City, and should it be found necessary, a written addendum will be mailed to all bidders. It shall remain, however, the responsibility of all bidders to make inquiry as to addenda issued, as all addenda become a part of the Contract and all bidders shall be bound thereby, whether received by them or not. City will NOT be responsible for any oral instructions or interpretations.

PROPOSAL VOID IF DETACHED

P R O P O S A L

Proposal to the City of Colfax, State of California, in the County of Placer for the:
Grass Valley Street Utility Undergrounding Project No. 14-01

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

(This is required and must be a physical address to receive certified mail. The City shall be informed a minimum of thirty (30) days in advance of any change of address.)

CITY, STATE, ZIP _____

TELEPHONE NUMBER ( ) _____

CONTRACTOR LICENSE NO. _____

TYPE OR ORGANIZATION: _____ **Individual** _____ **Corporation**

_____ **Combination**

_____ **Partnership** _____ **Joint Venture**

The project work referred to herein in is located in the City of Colfax, Placer County, State of California. The project is to be constructed in accordance with the Project Plans and Specifications, Department of Transportation latest edition of the Standard Specifications, the Greenbook (latest edition), the Placer County General Specifications, dated August 2005, the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and no less than State Prevailing Wages shall be paid. This proposal is based on the above and all of the bid documents, including addenda.

The project plans and specifications for the work to be done are entitled:

CITY OF COLFAX,
GRASS VALLEY STREET UTILITY UNDERGROUNDING PROJECT
PROJECT NO. 14-01

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work an item 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 this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the product of the item price bid multiplied by the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "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 item price.

If this proposal shall be accepted and the undersigned shall fail to enter into the Contract and furnish the two bonds in the sums required by the State Contract Act, with surety satisfactory to the City of Colfax, within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the City 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 proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and same shall be the property of the City of Colfax.

The undersigned, as bidder, declares: that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the attached proposed form of Contract, and the plans therein referred to; and, he proposes and agrees if this Proposal is accepted, that he will Contract with the City of Colfax, in the form of the copy of the Contract attached hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirement of the Engineer as therein set forth, and that he will take in full payment therefor the following unit prices, to-wit:

CITY OF COLFAX
STATE OF CALIFORNIA

Accompanying this proposal is a "Bidder's Bond" in an 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 is a corporation, the legal name of the corporation and the state of incorporation shall be set forth together with the signature and title of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, the true name of the partnership, its state of organization, and whether it is a general or limited partnership, shall be set forth below together with the signature of the partner of partners authorized to sign contracts in behalf of the partnership. If bidder is some other type of business entity, such as a limited liability company, the true name of the entity, its state of organization, and its entity type shall be set forth below together with the signature and title of the person or persons authorized to sign contracts in behalf of the entity. If bidder is an individual, his or her signature shall be placed below. If signature is by an agent (other than an officer of a corporation, member of a partnership, or other authorized officer of the business entity), a Power of Attorney must be filed with the City prior to opening bids or submitted with the bid; otherwise, the bid may be regarded as irregular and unauthorized.

_____

_____

Licensed in accordance with an act providing for the registration of Contractors, License Number _____. Expiration Date _____. Classification _____.

ADDENDA - This Proposal 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 Proposal any Bid Item sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury that the foregoing questionnaire and statements of Public Contract Code Section 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 proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-Collusion Affidavit Title 23 United States Code Section 112 are true and correct.

Date: _____ _____
(Signature and Title of Bidder)

Business address _____

Place of business _____

Place of residence _____

CITY OF COLFAX

GRASS VALLEY STREET UTILITY UNDERGROUNDING PROJECT

PROJECT NO. 14-01

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE $/UNIT	TOTAL BID
GENERAL					
1	*MOBILIZATION AND DEMOBILIZATION*	1	LS		
2	*TRAFFIC CONTROL*	1	LS		
3	*PREPARE & IMPLEMENT WATER POLLUTION CONTROL PLAN (WPCP)*	1	LS		
4	*SHEETING, SHORING & BRACING*	1	LS		
5	*LOCATING & POTHOLING*	1	LS		
TRENCH & BACKFILL					
6	*TRENCH & BACKFILL TYPE A & C*	44	LF		
7	*TRENCH & BACKFILL TYPE B, E & O*	38	LF		
8	*TRENCH & BACKFILL TYPE D*	10	LF		
9	*TRENCH & BACKFILL TYPE F*	8	LF		
10	*TRENCH & BACKFILL TYPE G*	76	LF		
11	*TRENCH & BACKFILL TYPE H & P*	33	LF		
12	*TRENCH & BACKFILL TYPE I*	177	LF		
13	*TRENCH & BACKFILL TYPE J*	43	LF		
14	*TRENCH & BACKFILL TYPE K, R & S*	177	LF		
15	*TRENCH & BACKFILL TYPE L*	33	LF		
16	*TRENCH & BACKFILL TYPE M*	94	LF		
17	*TRENCH & BACKFILL TYPE N*	10	LF		
18	*TRENCH & BACKFILL TYPE Q*	7	LF		
PG&E ELECTRICAL SYSTEM (including boxes & pads)					
19	*PGE 6-INCH CONDUIT*	393	LF		
20	*PGE 4-INCH CONDUIT*	600	LF		
21	*PGE 3-INCH CONDUIT*	84	LF		
22	*PGE #2 SERVICE BOX*	3	EA		
23	*PGE #6 BOX*	1	EA		
24	*PGE #7 BOX*	1	EA		
25	*PGE DPX TX PAD*	1	EA		
VERIZON PHONE SYSTEM					

26	*VERIZON 4-INCH CONDUIT*	314	LF		
27	*VERIZON 3048 BOX*	1	EA		
WAVE CATV SYSTEM					
28[1]	*WAVE 2-INCH CONDUIT*[1]	1,021	LF		
29	*WAVE 1730 BOX*	2	EA		
30	*WAVE PED*	1	EA		
CITY					
31	*CITY 2-INCH CONDUIT*	43	LF		
32[1]	*RESTORE CONCRETE PATIO, SIDEWALK, CURB & GUTTER*[1]	8	CY		
				TOTAL OF BASE BID ITEMS:	
ADDITIVE BID ITEMS					
1A	*RESTORE ROADWAY CONCRETE BASE, SIDEWALK, CURB & GUTTER*	35	CY		
2A[2]	*RESTORE ROADWAY ASPHALT CONCRETE*[2]	52	TON		
3A	*REMOVE EXISTING LIGHT POLE AND CONSTRUCT NEW LIGHT POLE FOUNDATION*	1	LS		
				TOTAL OF ADDITIVE BID ITEMS:	
				(BASIS OF AWARD) TOTAL OF BASE BID AND ADDITIVE BID ITEMS:	

Quantities stated in the Proposal are approximate only and are subject to correction upon final measurement of the work accomplished and subject further to right reserved by the CITY to increase or diminish the amount of work under any classification, as the design or construction needs require. After a review of the bids the City Council will select a contractor for the project based a comparison of total construction costs.

Notes:
1. The quantity of Bid Items #28, "Wave 2-inch Conduit", and #32, "Restore Concrete Patio, Sidewalk, Curb & Gutter", can vary by 100% with no change in unit price.
2. The quantity of Additive Bid Item #2A, "Restore Roadway Asphalt Concrete", can vary by 50% with no change in unit price.

The basis for award shall be the total of bid items and all additive bid items.

Envelopes containing bids shall be marked as follows:

BID PROPOSAL FOR
GRASS VALLEY STREET UTILITY UNDERGROUNDING PROJECT NO. 14-01
NOT TO BE OPENED UNTIL Thursday, March 26, 2015 at 2:00PM

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

CITY OF COLFAX

STATE OF CALIFORNIA

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 2 of the General Provisions for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows: Fill out and attached additional copies of this form to the proposal as necessary.

1. NAME: _____ Contract License: Class _____
   ADDRESS: _____ Number _____
   _____ Expiration date _____
   CONTRACT ITEMS: _____ AMOUNT: _____

2. NAME: _____ Contract License: Class _____
   ADDRESS: _____ Number _____
   _____ Expiration date _____
   CONTRACT ITEMS: _____ AMOUNT: _____

3. NAME: _____ Contract License: Class _____
   ADDRESS: _____ Number _____
   _____ Expiration date _____
   CONTRACT ITEMS: _____ AMOUNT: _____

4. NAME: _____ Contract License: Class _____
   ADDRESS: _____ Number _____
   _____ Expiration date _____
   CONTRACT ITEMS: _____ AMOUNT: _____

LIST OF PROPOSED SUBSTITUTIONS

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.

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

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance 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 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 Proposal. Signing this Proposal 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 accordance 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 SECTION 10232 STATEMENT

In accordance 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.

TITLE 23, UNITED STATES CODE, SECTION 112 NON-COLLUSION AFFIDAVIT

In accordance 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 Questionnaire, Statement, and Non-Collusion Affidavit are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement, Questionnaire, and Non-Collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 7106
NON-COLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

(This noncollusion affidavit shall be executed by the Bidder in accordance with Section 7106 of the Public Contract Code.)

State of California)
) ss.
City of Colfax)

_____, being first duly sworn, deposes and say that he or she is _____ of _____, the party making the foregoing bid 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.
I declare the above to be true under the penalty of perjury.

Dated: _____

_____
(Signature of Responsible Officer)

_____
(Name of Firm)

_____
(Business Address)

_____
(Phone Number)

Contractor's License:

a. Class: _____
b. Number: _____
c. Expiration Date: _____

* * * * * * * * * *

CITY OF COLFAX
BIDDER'S BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that we _____ as **PRINCIPAL**, and _____ as **SURETY**, are held and firmly bound unto the City of Colfax, hereinafter called the **CITY**, in the penal sum of **TEN PERCENT (10%) OF THE TOTAL AMOUNT BID PRICE** of the Principal above named, submitted by said Principal to the **CITY** for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of _____ Dollars ($_____).

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal has submitted the above mentioned bid to the City of Colfax, for certain construction specifically described as **GRASS VALLEY STREET UTILITY UNDERGROUNDING PROJECT NO. 14-01** for which bids are to be opened at City Hall, Colfax, California on **Thursday, March 26, 2015 at 2:00PM**

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

In the event suit is brought upon this bond by the Obligee and judgment 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of _____, A.D., 2015.

_____(SEAL) _____(SEAL)

_____(SEAL) _____(SEAL)

_____(SEAL) _____(SEAL)

SURETY PRINCIPAL

ADDRESS: _____

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

PROJECT NO. 14-01

**CITY OF COLFAX,
CALIFORNIA**

CONSTRUCTION CONTRACT

THIS CONTRACT is made on the date set forth below, by and between the CITY OF COLFAX, (hereinafter "CITY"), and _____ _____, (hereinafter "CONTRACTOR"). The CITY and CONTRACTOR for the consideration hereinafter mentioned agree as follows:

ARTICLE 1: SCOPE OF WORK

1.1. CONTRACTOR agrees to furnish all work, labor, tools, materials, transportation, equipment, services and other means of construction necessary to perform and complete in a good and workmanlike manner, those certain improvements as called for, and in the manner designated in, and in strict conformity with Project No. 14-01 entitled: GRASS VALLEY STREET UTILITY UNDERGROUNDING PROJECT, (hereinafter "PROJECT"), in compliance with the Contract Documents as described in Article 3.

1.2. CONTRACTOR understands and agrees that the work, labor, tools, materials, transportation, equipment, incidentals, services and other means of construction for the PROJECT shall be furnished and the work performed as required in the Contract Documents under the sole direction and control of CONTRACTOR, and subject to the inspection and approval of the CITY, or its representatives.

ARTICLE 2: CONTRACT PRICE

The CITY agrees to pay and the CONTRACTOR agrees to accept, in full payment for the work above agreed to be done, the sum of _____ dollars ($_____) subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3: CONTRACT DOCUMENTS

3.1. The complete Contract consists of the following documents, to wit:
Notice To Contractors
Instruction to Bidders
Executed Proposal, including the Bidder's Bond and Addenda
Construction Contract

Project Plans for this Project
Special Provisions for this Project
Placer County Water Agency Standard Specifications
Placer County General Specifications, dated August 2005
California Department of Transportation Standard Plans, latest edition
California Department of Transportation Standard Specifications, latest edition
California Department of Transportation CAMUTCD, latest edition
Equipment Rental Rates and General Prevailing Wage Rates of the State of California
The Greenbook: Standard Specifications for Public Works Construction, latest edition
Executed Labor and Materials Bond
Executed Faithful Performance Bond
Executed Warranty Bond

3.2. Any and all obligations of the CITY and the CONTRACTOR are fully set forth and described in the above documents. All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes collectively referred to as the Contract Documents.

ARTICLE 4: TIME FOR PERFORMANCE - LIQUIDATED DAMAGES

4.1. The Commencement date of the Contract for determination of the time for completion shall be the date CONTRACTOR is directed to proceed by the Director of Public Works, as stated in the Notice to Proceed and the Special Provisions. The CONTRACTOR shall complete all work required by the Contract within **thirty (30) calendar days** after said commencement date, as adjusted and provided for in the Contract Documents. Working days shall be as defined in California Department of Transportation Standard Specifications Section 8-1.05 "Time".

4.2. In the event CONTRACTOR does not complete all work required by the Contract within the time specified above, liquidated damages shall be imposed upon the CONTRACTOR. CONTRACTOR agrees that if all the work called for under this Contract in all parts and requirements is not completed within the performance time period set forth above, damage will be sustained by CITY. As it is and will be impracticable to ascertain and determine the actual damage the CITY will sustain, CONTRACTOR agrees to pay to CITY **fifteen hundred dollars ($1,500.00)** per calendar day for each and every day(s) delay in finishing the work in excess of the working days described. CONTRACTOR further agrees that CITY may deduct the amount of these damages from any moneys due or that may become due the CONTRACTOR under this Contract. To the extent appropriate, as determined by CITY in its sole discretion, CITY shall administer this Article in accordance with the California Department of Transportation Standard Specifications Section 8-1.10 "Liquidated Damages".

4.3. Temporary suspension of work and adjustments to time of completion may be made as provided in California Department of Transportation Standard Specifications Section 8

ARTICLE 5: INDEMNITY & HOLD HARMLESS

5.1. The CITY and all officers, agents, employees, outside parties hired to inspect the work and volunteers thereof connected with the work, including but not limited to, the Director and the Engineer, shall not be answerable or accountable in any manner for the loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person, either worker or the public; or damage to property from any cause which may have been prevented by CONTRACTOR or his or her workers or anyone employed by him/her.

5.2. CONTRACTOR shall be responsible for any liability imposed by law and for injuries to or death of any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time prior to its acceptance.

5.3. The CONTRACTOR shall indemnify and hold harmless the CITY and all officers, employees, or outside parties hired to inspect the work and volunteers thereof connected with the work, including but not limited to, the Director and the Engineer, from all claims, suits, or actions of every name, kind, and description brought forth on or on account of injuries to or death of any person, including but not limited to, workers or the public or damage to property resulting from the performance of the contract except as otherwise provided by statute. The duty of CONTRACTOR to indemnify and save harmless include the duties to defend as set forth in Civil Code Section 2778.

5.4. With respect to third party claims against the CONTRACTOR, the CONTRACTOR waives any and all rights to any type of express or implied indemnity against the CITY, its officers or employees.

5.5. It is the intent of the parties that the CONTRACTOR will indemnify and hold harmless the CITY, its officers, employees, agents and volunteers, from any and all claims, suits, or actions as set forth above, regardless of the existence or degree of fault or negligence on the part of the CITY, the CONTRACTOR, the subcontractors or employees of any of these, other than the active negligence of the CITY, its officers and employees.

ARTICLE 6: INSURANCE

6.1. 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.

6.2. 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.

6.3. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

6.3.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.

6.3.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.

6.3.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.

6.3.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.

6.3.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

6.3.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.

6.3.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."

6.3.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.

6.4. **GENERAL LIABILITY INSURANCE:**

6.4.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.

6.4.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).

6.4.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

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

1. 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

2. 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).

6.4.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:

1. 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

2. The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to twelve (12) 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.

6.5. **CONFORMITY OF COVERAGES:**

6.5.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.

6.6. **ADDITIONAL REQUIREMENTS:**

6.6.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.

6.6.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.

6.6.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.

6.6.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.

6.7. **ENDORSEMENTS:**

6.7.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."

6.8. **AUTOMOBILE LIABILITY INSURANCE:**

6.8.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.

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

ARTICLE 7: PRECEDENCE IN CONFLICTING DOCUMENTS

7.1. 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 acceptance of the said terms of said proposal conflicting herewith.

ARTICLE 8: BOND REQUIREMENTS

8.1. CONTRACTOR shall furnish a Labor and Materials Bond and a Faithful Performance Bond, each in the full amount of the Contract, and a Warranty Bond, in the amount of 10% of the Contract, (all three hereinafter collectively referred to as "Bonds") on the forms provided by the CITY. CITY shall retain the Performance Bond until the date of the CITY'S acceptance of the work, and the Warranty for a one-year guarantee period from the date of the CITY'S acceptance of the work.

8.2. The bonds shall be obtained from a California admitted surety, that is licensed by the State of California to act as surety upon bonds and undertakings and which maintains in this State at least one office for the conduct of its business. The surety shall furnish reports as to its financial condition from time to time upon request by CITY.

8.3. In case of any conflict between the terms of the Contract and the terms of the Bonds, the terms of the Contract shall control and the Bonds shall be deemed to be amended thereby.

8.4. CONTRACTOR agrees to obtain the consent of the surety, if required, to any change, extension of time, alteration or addition to any of the terms of the Contract Documents.

ARTICLE 9: COMPLIANCE WITH LAWS

9.1. CONTRACTOR is an independent contractor and shall, at its sole cost and expense comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work, obtain all necessary permits (unless specifically stated elsewhere in the Contract Documents to be obtained by CITY) and licenses therefor, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all Federal and State taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries or any remuneration paid to CONTRACTOR's employees, whether levied under existing or subsequently enacted laws, rules or regulations. CONTRACTOR shall also pay all property tax assessments on materials or equipment

used until acceptance by CITY. If any discrepancy or inconsistency is discovered in any of the Contract Documents in relation to any such law, rule, ordinance, regulation, order or decree, the CONTRACTOR shall forthwith report the same to the CITY in writing.

9.2. Without limitation, materials furnished and performance by CONTRACTOR hereunder shall comply with Safety Orders of the Division of Industrial Safety, State of California, Federal Safety regulations of the Bureau of Labor, Department of Labor; and any other applicable state or federal regulations.

9.3. CONTRACTOR, upon request, shall furnish evidence satisfactory to CITY that any or all of the foregoing obligations have been or are being fulfilled. CONTRACTOR warrants to CITY that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the work, and that it has, or will have, throughout the progress of the work, the necessary experience, skill, and financial resources to enable it to perform this Contract.

9.4. CONTRACTOR is required to insure that material safety data sheets (MSDS's) for any material requiring a MSDS pursuant to any federal or state law are available in a readily accessible place on the Project premises. CONTRACTOR is also required to insure (a) the proper labeling of any substance brought onto the PROJECT premises by CONTRACTOR or any subcontractors or material suppliers, and (b) that the person(s) working with the material, or within the general area of the material, are appropriately informed about the hazards of the substance and follow proper handling and protection procedures.

9.5. CONTRACTOR is required to comply Health & Safety Sections 25249 et seq. (Prop. 65), which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer.

9.6. Contractor shall comply with Title VI of the Civil Right Act of 1964 (PL 88-352) and all regulations or other requirements issued pursuant to that Act, including, without limitation, United States Department of Agriculture nondiscrimination regulations found at 7 CFR Part 15.

ARTICLE 10: PROGRESS SCHEDULE

10.1. The CONTRACTOR shall submit within ten (10) days (or sooner if so specified in the Special Provisions for this project) after execution of the Contract a detailed work schedule or schedules that details the actions of the CONTRACTOR and Subcontractors working at the Site in accordance with the requirements specified in the Special Provisions. This schedule(s) shall show the dates at which the CONTRACTOR will start and complete the several parts of the work and shall conform to the completion time specified in the Contract. The CITY may submit comments on the work schedule. Acceptance of the schedule by CITY shall not constitute approval of the Plan by CONTRACTOR for completion of the work.

10.2. The CONTRACTOR shall review and, if necessary, revise the progress schedule at least

once a month or as specified in the Special Provisions for this project. In any event, the CONTRACTOR shall submit a current schedule to the Engineer at the Engineer's request at any time during the Contract period.

10.3. No progress payments will be made for any work performed until a satisfactory schedule has been submitted and approved by the Engineer. An updated schedule shall be required from the CONTRACTOR if the project falls ten (10) working days behind schedule. For delays or portions of delays for which the CONTRACTOR is responsible, no payment will be made or time extension allowed for increase in work force, equipment, and working hours needed to put the PROJECT on schedule.

ARTICLE 11: PROMPT PAYMENT PROVISIONS

11.1. Prompt payment provisions in accordance with Section 20104.50 of the Public Contract Code shall apply to this contract.

11.2. If CITY fails to make a progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from CONTRACTOR, CITY shall pay interest to CONTRACTOR equivalent to 0.833% per month (10% per annum).

11.3. CITY shall review each payment request as soon as practicable after receipt to determine whether the payment request is proper. Any payment request determined to be an improper payment request shall be returned to CONTRACTOR as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

11.4. Upon the Contractor's request, the City will make payment of funds withheld from the progress payments pursuant to the requirements of Public Contracts Code Section 22300 if the Contractor deposits in escrow with the Director of Finance, or with a bank acceptable to the City, securities eligible for the investment of State funds under Government Code Section 16430 or bank or savings and loan certificates of deposit, upon the following conditions:

11.4.a. The Contractor shall bear the expense of the City and the escrow agent, either the Director of Finance or the bank, in connection with the escrow deposit made.

11.4.b. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.

11.4.c. The Contractor shall enter into an escrow agreement satisfactory to the City, which agreement shall include provisions governing inter alia:

11.4.c.1. The amount of securities to be deposited.

11.4.c.2. The providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited,

11.4.c.3. Conversion to cash to provide funds to meet defaults by Contractor including, but not limited to, termination of the Contractor's control over the work, stop notices filed pursuant to law, assessment of

liquidated damages or other amounts to be kept or retained under the provisions of the contract.

11.4.c.4. Decrease in value of securities on deposit.

11.4.c.5. The termination of the escrow upon completion of the contract.

11.4.d. The Contractor shall obtain the written consent of the surety to such agreement.

ARTICLE 12: ANTITRUST CLAIM ASSIGNMENT

12.1. In entering into a Public Works contract or a subcontract to supply goods, services, or materials pursuant this Contract, the CONTRACTOR and all subcontractors shall offer and agree to assign to CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment shall be made and become effective at the time the CITY tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE 13: STATE PREVAILING WAGES

13.1. CONTRACTOR acknowledges that he/she has examined the prevailing rate of per diem wages as established by the California Director of Industrial Relations (hereinafter "prevailing wages"). The CONTRACTOR agrees to pay workers not less than the applicable "prevailing wage," as set forth in these requirements and Labor Code section 1770 et seq. CONTRACTOR agrees specifically to comply with the provisions of Labor Code sections 1720, 1773.3, 1776, and 1777.5, as well as Section 7-1.02K "Labor Code," of the Department of Transportation Standard Specifications and these Contract Documents.

ARTICLE 14: SEVERABILITY.

14.1. Nothing contained in the Contract Documents shall be construed to require the commission of any act contrary to law. Should a conflict arise between any provisions contained herein and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract or act, the latter shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as previously mentioned, such illegality shall not affect the validity of this Contract.

ARTICLE 15: COMPLETE AGREEMENT

15.1. These Contract Documents supersede any and all agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Contract acknowledges that no representation by any party, which is not embodied herein, or any other agreement, statement, or promise not contained in these Contract Documents shall

be valid and binding.

ARTICLE 16: INTERPRETATION

16.1. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.

16.2. In case of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

ARTICLE 17: BID ITEMS

CITY OF COLFAX

GRASS VALLEY STREET UTILITY UNDERGROUNDING

PROJECT NUMBER 14.01

(Contractor to fill in unit prices and total costs in the PROPOSAL only)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE $/UNIT	TOTAL BID
				TOTAL FOR BID COMPARISON:	

_____
Name of Contractor

_____
Name of Company

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

APPROVED AS TO PROCEDURE

By:_____
Mark Miller, City Manager

Date:_____

APPROVED AS TO FUNDS

By:_____
Finance Officer, City of Colfax

Date:_____

APPROVED AS TO FORM

By: _____
City Attorney, City of Colfax

Date: _____

"CITY"
CITY OF COLFAX

By: _____
Kim Douglass, Mayor
City of Colfax

Date: _____

Award of Project No. 12-01.01
By the City Council
On:_____

"CONTRACTOR"
(Type full legal name of contractor, entity type, state of organization here)
Example: XYZ Corp., Inc.
A California Corporation
A Nevada Partnership

_____
COMPANY NAME

By: _____
Officer Signature # 1
(Signature Notarized)

By: _____
Print Name and Title
Date: _____

By: _____
Signature # 2
(Signature Notarized)
By: _____
Print Name and Title
Date: _____

Licensed in accordance with an act providing for the registration of Contractors,
Contractors License Number: _____

_____
Federal Employer Identification Number

"If Contractor is a corporation, contract must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this contract.

If Contractor is another type of business entity, such as a partnership or limited liability company, contract must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this contract."

CERTIFICATION

LABOR CODE SECTION 1861

STATE OF CALIFORNIA)
CITY OF COLFAX)

I, the undersigned, do hereby certify:

That I am aware of the provisions of Section 3700 of the Labor Code of the State of California, 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, and I will comply with such provisions before commencing the performance of the work of this contract.

Executed at: _____

On: _____

I certify under the penalty of perjury that the foregoing is true and correct.

CONTRACTOR - EMPLOYER

BY: _____

PRINT NAME: _____

TITLE: _____

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, CITY OF COLFAX, STATE OF CALIFORNIA, hereinafter called the "Owner" has awarded to _____, as Principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

GRASS VALLEY STREET UTILITY UNDERGROUNDING PROJECT NO. 14-01 AND, WHEREAS, the Contractor 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 Contractor and_____ Surety, are held and firmly bound unto the Owner in the amount required by law, in the sum of _____Dollars ($_____) for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such, that if the Contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons referred to in Civil Code 3181, amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or amount due the Franchise Tax Board as provided in Civil Code 3248, that the surety or sureties herein will pay for the same, in amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought in this bond, the said surety will pay reasonable attorneys' fee to be fixed by the court.

This bond shall insure to the benefit of any of the persons referred to in Civil Code 3181 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. Any such right of action shall be subject to the provisions of Civil Code 3267.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, that surety covenants that it is an Admitted Surety Insurer in the State of California as defined by California Code of Civil Procedures, Section 995.120.

Approved as to form:

By_____ CITY ATTORNEY CITY OF COLFAX	_____ *SURETY Attorney-In-Fact (Signature must be notarized) Date_____	_____ CONTRACTOR (Signature must be notarized) Date_____

Address of Surety: _____

*** ATTORNEY-IN-FACT MUST HAVE POWER OF ATTORNEY ON FILE WITH CITY CLERK OF THE CITY OF COLFAX OR INCLUDE A COPY OF POWER OF ATTORNEY WITH THIS BOND.**

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE _____ _____, The Contractor in the Contract hereto annexed, as principal, and_____as surety are held and firmly bound unto the City of Colfax in the sum of _____Dollars ($_____) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents

The condition of the above obligation is that if said principal as Contractor in the contract hereto annexed shall faithfully perform each and all of the conditions of said contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material, other than material, if any, agreed to be furnished by the City, necessary to perform and complete, and to perform and complete in a good workmanlike manner the work of the **GRASS VALLEY STREET UTILITY UNDERGROUNDING PROJECT NO. 14-01** in strict conformity with the terms and conditions set forth in the contract hereto annexed, and after a period of one year following the acceptance of the project, then this obligation shall be null and void, otherwise to remain in full force and effect; and the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any wise, affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

Surety further agrees in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, all court costs, expenses, and all reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs, and to be included in the judgment therein rendered.

Approved as to form:

By_____
CITY ATTORNEY
CITY OF COLFAX

_____
*SURETY Attorney-In-Fact
(Signature must be notarized)

Date_____

_____
CONTRACTOR
(Signature must be notarized)

Date_____

Address of Surety: _____

*** ATTORNEY-IN-FACT MUST HAVE POWER OF ATTORNEY ON FILE WITH CITY CLERK OF THE CITY OF COLFAX OR INCLUDE A COPY OF POWER OF ATTORNEY WITH THIS BOND.**

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE _____ _____, The Contractor in the Contract hereto annexed, as principal, and _____ as surety are held and firmly bound unto the City of Colfax in the sum (10% of the bid price) of _____Dollars ($_____) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents

The condition of the above obligation is that if said principal as Contractor in the contract hereto annexed shall faithfully warranty and guarantee acceptable performance of the work for a period of one year following the acceptance of the project by the City, the work of **GRASS VALLEY STREET UTILITY UNDERGROUNDING PROJECT NO. 14-01** in strict conformity with the terms and conditions set forth in the contract hereto annexed, and after a period of one year following the acceptance of the project, then this obligation shall be null and void, otherwise to remain in full force and effect; and the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any wise, affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

Surety further agrees in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, all court costs, expenses, and all reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs, and to be included in the judgment therein rendered.

Approved as to form:

By_____
CITY ATTORNEY
CITY OF COLFAX

_____
*SURETY Attorney-In-Fact
(Signature must be notarized)

Date_____

_____
CONTRACTOR
(Signature must be notarized)

Date_____

Address of Surety: _____

*** ATTORNEY-IN-FACT MUST HAVE POWER OF ATTORNEY ON FILE WITH CITY CLERK OF THE CITY OF COLFAX OR INCLUDE A COPY OF POWER OF ATTORNEY WITH THIS BOND.**

GENERAL PROVISIONS

SECTION 1

SPECIFICATIONS AND PLANS

1.01 GENERAL

The work embraced herein shall be done in accordance with latest edition of the Standard Specifications and the 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 5-1.02, "Contract Components" 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.

1.02 DEFINITIONS AND TERMS

Wherever in the specifications and other contract documents the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

A. CITY

The City of Colfax, California.

B. CITY COUNCIL

The City Council of the City of Colfax, California, or its authorized agent.

C. CONTRACTOR

The individual or corporation or developer (any person engaged in the development of property, in whole or in part, by the placing of any improvements thereon, whether the property was previously developed in whole, in part or at all), or other duly authorized representative or

agent appointed by the Contractor, contracting with the City of Colfax, California, to perform such duly authorized work or construction for the City as may be entered upon; such persons or agents acting within the scope of said work or construction.

D. DAYS

Unless otherwise designated, days as used in the specifications will be understood to mean working days.

E. STANDARD SPECIFICATIONS

The latest revision of the State of California, Department of Transportation, Standard Specifications. Whenever, the following terms are used in the Standard Specifications, they shall be understood to mean and refer to the following:

1. Department of Public Works or Department of Transportation: The City Engineer of the City of Colfax, California.

2. The Director of Public Works: The City Engineer of the City of Colfax, California.

3. City Engineer: The City Engineer of the City of Colfax, California acting either directly or through properly authorized agents, such agents acting within the scope of particular duties delegated to them.

4. The State: The City of Colfax, California.

5. Laboratory: The City of Colfax Materials Testing Laboratory, or the designated laboratory authorized by the City of Colfax.

6. Other terms appearing in the Standard Specifications, the General Provisions or the Special Provisions, shall have the intent and meaning specified in Section 1, "General", Standard Specifications.

7. In case of conflict between the Standard Specifications and these definitions, these definitions shall take precedence over and be used in lieu of such conflicting portions.

8. Street - The whole right of way or area which is reserved for and secured for use in constructing the street and its appurtenances.

9. Highway - Street.

10. Plans - The official plans, profiles, typical cross sections, working drawings and supplemental drawings, or reproductions thereof, approved by the City Engineer, which show the location, character, dimensions, and details of the work to be performed. All such documents are to be considered as a part of the plans whether or not reproduced in the special provisions.

11. Special Provisions - The special provisions are specific clauses setting forth conditions or requirements peculiar to the work and supplementary to General Conditions.

F. WORKING DAY

Any day, except Saturdays, Sundays, and legal holidays and days on which the Contractor is specifically required by the special provisions to suspend construction operations, and except days on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom adverse to the current controlling operation or operations, as determined by the City Engineer, from proceeding with at least 75 percent of the normal labor and equipment force engaged on such operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.

G. WORKING HOURS

All portions of required work shall be performed between the hours of 7:00AM and 6:00PM. Modification of these hours will only be allowed with prior approval from the City Engineer.

SECTION 2

PROPOSAL REQUIREMENTS AND CONDITIONS

2.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.33C, "Subcontractor List," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.34, "Bidder's Security," of the Standard Specifications will be found following the signature page of the Proposal.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal 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. 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.

SECTION 3

AWARD AND EXECUTION OF CONTRACT

3.01 NOT USED

SECTION 4

SCOPE OF WORK

4.01 CHANGE ORDER AND PROTEST

A contract change order, approved by the City Engineer, may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in an approved contract change order which he has not executed, he shall submit a written protest to the City Engineer within 15 days after the receipt of such approved contract change order. The protest shall state the points of disagreement and, if possible, the contract specification references, quantities, and costs involved. If a written protest is not submitted, payment will be made as set forth in the approved contract change order and such payment shall constitute full compensation for all work included therein or required thereby. Such unprotested approved contract change orders will be considered as executed contract change order.

4.02 DETOURS

The Contractor shall submit a detour route plan and lane closure traffic control plan to the Engineer for approval. The submittal shall include detailed drawings showing construction sequences, signing, channelization traffic control devices, and other information as requested by the Engineer.

The Contractor shall construct and maintain detours for the use of public traffic at his own expense. The failure or refusal of the Contractor to construct and maintain detours at the proper time shall be sufficient cause for closing down the work until such detours are in satisfactory condition for use by public traffic.

SECTION 5

CONTROL OF THE WORK

5.01 PLANS

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the City Engineer, except by direction of the City Engineer.

Working drawings or plans for any structure not included in the plans furnished by the City Engineer shall be approved by the City Engineer before any work involving these plans shall be performed, unless approval is waived in writing by the City Engineer.

It is mutually agreed, however, that approval by the City Engineer of the Contractor's working plans does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of his working plans with the approved plans and specifications.

5.02 COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

These specifications, the plans, special provisions, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe, and to provide for a complete work. Plans shall govern over specifications; special provisions shall govern over both specifications and plans.

5.03 INTERPRETATION OF PLANS AND SPECIFICATIONS

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in these specifications, the plans, or the special provisions, the Contractor shall apply to the City Engineer for such further explanations as may be necessary, and shall conform to such explanation or interpretation as part of the contract, so far as may be consistent with the intent of the original specifications. In the event of doubt or question relative to the true meaning of the specifications, reference shall be made to the City Engineer, whose decision thereon shall be final.

In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

5.04 SUPERINTENDENCE

Whenever the Contractor is not present on any part of the work where it may be desired to give direction, orders will be given by the City Engineer in writing, and shall be received and obeyed by the superintendent or foreman in charge of the particular work in reference to which orders are given.

5.05 INSPECTION

The City Engineer shall, at all times, have safe access to the work during construction and shall be furnished with every reasonable facility for ascertaining that the materials and workmanship are in accordance with the requirements and intentions of these specifications, the special provisions, and the plans. All work performed and all materials utilized shall be subject to inspection.

5.06 FAULTY LABOR AND MATERIALS

Neither the acceptance of the work by the City Engineer, nor final payment, nor any provisions in the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and the Contractor shall remedy any defects thereto and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of notice of completion. The remedying of any defects shall also include the bringing to grade the settlement of any trench fills and the repairing of any repaving. The City shall give notice of observed defects with reasonable promptness. Provided, however, that nothing herein in intended to relieve the Contractor of responsibility for latent defects discovered after the one year warranty period.

5.07 TRAFFIC CONTROL, FLAGMEN AND WARNING SIGNS

In order to expedite the passage of public traffic through or around the work and where ordered by the City Engineer, the Contractor shall install signs, lights, flares, barricades and other facilities for the sole convenience and direction of public traffic. Also where directed by the City Engineer, the Contractor shall furnish competent flag-persons whose sole duties shall consist of directing the movement of public traffic through or around the work.

All signs, flag-persons and traffic control devices shall conform to the latest edition of the CA MUTCD compiled in accordance with Section 21400 of the Vehicle Code of the State of California and issued by the State of California Department of Transportation.

Work shall not commence at any given location until warning signs, appropriate traffic control devices and flag-persons, if required, are in proper position and approved by the City Engineer. Should the City Engineer point out the

inadequacy of warning and protective measures, such action on the part of the City Engineer shall not relieve the Contractor from responsibility for public safety, or abrogate his obligation to erect and maintain these devices.

The Contractor's failure to comply with the above requirements will be sufficient cause for the City Engineer to immediately suspend work and if deemed necessary the City Engineer shall notify the Contractor in writing that the City of Colfax will install the proper signs and devices in accordance with said manual or as directed by the City Engineer and deduct from any payments due the Contractor the amount of fifty dollars ($50.00) or actual cost whichever is greater for each and every sign and warning device installed.

In addition to the above installation charge, a rental charge for each and every sign and warning device shall be deducted from any payments due the Contractor in the amount of fifty dollars ($50.00) per month or any portion of a month or actual cost whichever is greater. The installed signs and warning devices including necessary posts and mounting hardware shall remain the property of the City of Colfax. Any signs or devices including posts which are damaged through the Contractor's negligence shall be replaced in kind by the Contractor or an amount equal to the actual replacement cost of the City shall be deducted from any payments due the Contractor.

The Contractor shall designate in writing the name, address and telephone number of the employees to contact after working hours for the proper maintenance of barriers and signs.

The Contractor shall not remove from the project his barricades or other traffic control devices placed within the project limits, or on the approaches to the project, for the direction and protection of the traveling public until he has given three (3) working days advance written notice to the City Engineer. Such notice shall also constitute permission for the City to enter the project to place permanent directional and control signs, striping and marking on public roads. Neither the notice nor the placing of the signs, striping and marking, shall in any way relieve the Contractor of his responsibility under the terms of the contract. Should the Contractor desire the City to do signing and striping of public roads in advance of the timing set forth herein, a separate letter agreement can be made between the City Engineer and the Contractor.

The cost of furnishing, installing and maintaining such signs, lights, devices and other facilities not to be paid for as separate contract items, shall be considered as paid for in other items of work.

SECTION 6

CONTROL OF MATERIALS

6.01 CITY FURNISHED MATERIALS

Attention is directed to Section 6-2.03, "Department-Furnished Materials," of the Standard Specifications and these special provisions.

The following materials will be furnished by the Contractor: ALL.

SECTION 7

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

SECTION 7-1. MISCELLANEOUS

7-1.01 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 7-1.02I(2), " 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.

7-1.02 PREVAILING WAGE

This project is subject to the State of California Prevailing Wage requirements.

Attention is directed to Section 7-1.02K(2), "Wages," 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. These wage rates are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775, the Contractor shall forfeit as a penalty to the City of Colfax, Twenty Five Dollars ($25) for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Section 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker that was

paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the City on the contract.

Copies of State prevailing rate of per diem wages are on file at City Hall, 33 S. Main Street, Colfax, CA 95713.

7-1.03 NOT USED

7-1.04 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 8-1.07, " Delays," of the Standard Specifications.

7-1.05 SUBCONTRACTING

Attention is directed to the provisions in Section 5-1.13, "Subcontracting," and Section 2, “Bidding,” and Section 3, “Contract Award and Execution,” of the Standard Specifications and these special provisions.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred

contractors is available from the Department of Industrial Relations web site at http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html.

The provisions in the fifth paragraph of Section 5-1.13, "Subcontracting," of the Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price

7-1.06 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. Federal law (49CFR26.29) require than any delay or postponement of payment over 30 days of receipt of each payment may take place only for good cause and with the agency's prior written approval. 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.

7-1.07 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.

7-1.08 PAYMENTS

Attention is directed to Section 9-1.16, "Progress Payments," and 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications and the Special Provisions.

After acceptance of the contract pursuant to the provisions in Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

SECTION 7-2. TAXES AND INSURANCE

7-2.01 PAYMENT OF TAXES

The contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the City of Colfax, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to this contract.

7-2.02 PUBLIC CONVENIENCE

The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to public traffic. Unless other existing streets are stipulated in the special provisions to be used as detours, all traffic shall be permitted to pass through the work.

The Contractor shall be responsible for notification to property owners of access, parking and street closures, as well as, interruption of any utility services within 48 hours in writing prior to construction in the area.

Residents along the road or street shall be provided passage as far as practicable. Convenient access to driveways, houses, and buildings along the road or street shall be maintained and temporary crossings shall be provided and maintained in good condition. Not more than one cross or intersecting street or road shall be closed at any one time and no street shall be closed without the approval of the City Engineer.

The Contractor shall furnish, erect, and maintain such fences, barriers, lights and signs as are necessary to give adequate warnings to the public at all times that the road or street is under construction and of any dangerous conditions to be encountered as a result thereof.

7-2.03 RESPONSIBILITY OF CITY

The City of Colfax shall not be held responsible for the care or protection of any materials or parts of the work prior to final acceptance, except as expressly provided in these specifications.

7-2.04 INDEMNIFY AND HOLD HARMLESS

Contractor will indemnify, hold harmless and assume defense of, in any actions of law or in equity, the City of Colfax, its officers, employees, agents, and elective and appointive boards from all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description arising out of or in any way connected with the performance of this agreement by Contractor or any subcontractor, or of any person directly or indirectly employed by, or acting as agent for, Contractor or any subcontractor, but not including the sole or active negligence or willful misconduct of the City of Colfax. This indemnification shall extend to claims losses, damage, injury and liability for injuries occurring after completion of the aforesaid operations, as well as during the work's progress.

Acceptance of insurance certificates required under this agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

7-2.05 INSURANCE REQUIREMENTS

Contractor shall not commence work under this contract until he shall have obtained all insurance required under this section and such insurance shall have been approved by City as to form, amount and carrier, nor shall Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

7-2.06 WORKERS' COMPENSATION INSURANCE

Contractor shall procure and maintain, during the life of this contract, workers' compensation insurance as required by the Labor Code of the State of California for all his employees employed at the site of improvement, and Employers Liability Insurance in not less than one million dollars ($1,000,000.00) per

accident for bodily injury or disease. In case any work is sublet, Contractor shall require subcontractors similarly to provide worker's compensation insurance for all of the later's employees, unless such employees are covered by the protection afforded by Contractor. In case any class of employees engages in work under this contract at the site of the project is not protected under any workers' compensation law, Contractor shall provide, and shall cause each subcontractor to provide, adequate insurance for protection of employees not otherwise protected. Contractor agrees to defend and indemnify the City of Colfax for any damage resulting to it from failure of either Contractor or any subcontractor to take out or maintain such insurance.

7-2.07 GENERAL AND AUTOMOBILE LIABILITY INSURANCE

Contractor at his sole expense, shall procure and maintain for the duration of the contract, an insurance policy or policies providing no less than the following coverage:

A. GENERAL LIABILITY

Two million dollars ($2,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. AUTOMOBILE LIABILITY

One million dollars ($2,000,000.00) combined single limit per accident for bodily injury and property damage.

These coverages shall protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder, by or on behalf of, the Contractor, his agents, representatives, or employees. Said policies shall be issued by an admitted insurer or insurers as defined by the California Insurance Code, with a Best's rating of no less than A:VII, unless specific approval has been granted by the City.

7-2.08 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES

1. The City, its officers, officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, agents, employees or volunteers.

4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. ALL COVERAGES

Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

7-2.09 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7-2.10 VERIFICATION OF COVERAGE

Contractor shall furnish the City, through the City Engineer, concurrently with the execution of a contract hereof, with certificates of insurance and with original endorsements effecting coverage required. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City. Where by statute, the City's workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

7-2.11 SUBCONTRACTORS

Contractor shall require all subcontractors to procure and maintain insurance policies subject to the requirements set forth in Section 4.09, General and Automobile Liability Insurance.

7-2.12 EMPLOYMENT OF APPRENTICES

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statues of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractors under him.

Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public Services project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one (1) to five (5) except:

A. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen (15) percent in the ninety (90) days prior to the request for certificate, or

B. When the number of apprentices in training in the area exceeds a ratio of one (1) to five (5), or

C. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or

D. When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one (1) apprentice to eight (8) journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs in which he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public services site are making such contributions.

The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 177.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex

officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7-2.13 EXCAVATION OF TRENCH OR TRENCHES

Pursuant to Section 6422 of the State of California Labor Code, the Contractor shall submit to the City Engineer for approval, in advance of excavation of any trench or trenches five (5) feet or more in depth, a detail drawing showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground. If such plan varies from the shoring system standards established by the Division of Industrial Safety Construction Safety Orders, the detail drawing shall be prepared by a registered Civil or Structural Engineer. Attention is directed to Section 7-1.02K(6)(b) "Excavation Safety," of the State Specifications. All safety regulations shall be complied with.

The Contractor is required to secure a permit from the California Division of Industrial Safety prior to starting excavation of any trench or trenches five (5) feet or more in depth. A copy of this permit shall be available at the construction site.

7-2.14 CONSTRUCTION CLAIMS

Pursuant to the requirements of Public Contracts Code Section 20104(c), notice is given that this contract may give rise to a claim subject to Article 1.5 of Chapter 1 of Part 3 of the Public Contracts pertaining to resolution of construction claims, which is set forth below in its entirety:

ARTICLE 1.5
Resolution of Construction Claims

§20104. (a)(1) This article applies to all public services claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b)(1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which

is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars ($50,000); the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, which is greater.

(c)(1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

§20104.4 The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

§20104.6 (a) No agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

§20104.8 (a) This article shall remain in effect only until January 1, 1994, and as of that date is repealed, unless a later enacted statute, which is enacted before January 1, 1994, deletes or extends that date.

(b) As stated in subdivision (c) of Section 20104, any contract entered into between January 1, 1991, and January 1, 1994, which is subject to this article shall incorporate this article. To that end, these contracts shall be subject to this article even if this article is repealed pursuant to subdivision (a).

7-2.15 EMERGENCY CONTACT NUMBERS

Prior to the on site of construction the Contractor shall designate in writing the name, address and telephone number of the employees to contact after working hours for the proper maintenance of the job site. The Contractor shall be responsible to notify the Engineer in writing should there be a change in any of the contact numbers.

SECTION 8

PROSECUTION AND PROGRESS

8.01 SUBLETTING AND ASSIGNMENT

The Contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control.

No subcontractor will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor and he will be held responsible for their work, which shall be subject to the provisions of the contract and specifications.

The Contractor shall perform with his own organization, work of a value amounting to not less than fifty (50) percent of the remainder obtained by subtracting from the total original contract value the sum of any items that may be designated as "Specialty Items" in the special provisions. Where an entire item is subcontracted, the value of work subcontracted will be based on the estimated cost of such portion of the contract item, determined from information submitted by the Contractor, subject to approval by the City Engineer.

Before any work is started on a subcontract, the Contractor shall file with the City Engineer at this office a written statement showing the work to be subcontracted, giving the names of the subcontractors and the description of each portion of the work to be so subcontracted.

When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the City Engineer, the subcontractor shall be removed immediately on the request of the City Engineer and shall not again be employed on the work.

8.02 BEGINNING WORK AND TIME FOR COMPLETION

Attention is directed to the provisions in Section 8-1.04B, "Standard Start," in Section 8-1.05, "Time," and in Section 8-1.10, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall begin work within ten (10) calendar days after being given a Notice To Proceed by the City of Colfax and shall diligently prosecute the work to completion within the time for completion specified.

This work shall be diligently prosecuted to completion before the WORKING DAYS allowed for in the Construction Contract beginning on the date given in the Notice to Proceed.

The time of completion shall be computed from the starting date of the contract as determined by the City of Colfax. The time of completion will be measured in working days.

The City Engineer will furnish the Contractor a weekly statement showing the number of working days charged for the preceding week, the number of working days of time extensions approved, the number of working days originally specified, and the number of working days remaining.

Should the Contractor begin work in advance of date of award as above provided, any work performed by him in advance of the said date of award shall be considered as having been done by him at his own risk and as a volunteer unless said contract is also approved.

Notice in writing of the Contractor's intention to start work prior to award, specifying the date on which he intends to start, shall be given to the City Engineer at least twenty-four (24) hours in advance.

The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in these specifications and the special provisions.

In the event contract is not awarded, the Contractor shall at his expense do such work as is necessary to leave the site in a neat condition to the satisfaction of the City Engineer. If the work done affects any existing road or highway, the Contractor shall at his expense restore it to its former condition, or the equivalent thereof, to the satisfaction of the City Engineer.

8.03 PROGRESS SCHEDULE

If requested by the City Engineer the Contractor shall, within five (5) days after receiving notice to do so, submit to the City Engineer a practicable schedule showing the order in which the Contractor proposes to carry out the work, the dates on which he will start the different phases and the contemplated dates for completing these phases.

If required by the City Engineer, the Contractor shall submit each month a supplementary progress schedule to indicate approximately the percentage of items scheduled for completion. The City Engineer will furnish to the Contractor on or before the last day of each month a form showing the status of work actually completed during the preceding estimate period.

The progress schedule and supplementary progress schedule submitted shall be consistent, in all respects, with the time and order of work requirements of the contract.

8.04 TEMPORARY SUSPENSION OF WORK

The City Engineer shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary, due to the failure on the part of the Contractor to carry out orders given, or to perform any provisions of the work. The Contractor shall immediately obey such order of the City Engineer and shall not resume the work until ordered in writing by the City Engineer.

8.05 LIQUIDATED DAMAGES

It is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration of the time limit as set forth in these specifications, damage will be sustained by the City of Colfax, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Colfax the sum of Five Hundred Dollars ($500) per calendar day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City of Colfax may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigned, or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate shall not be included in such charges.

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by acts of God or the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; provided, that the

Contractor shall within five (5) days from the beginning of any such delay notify the City Engineer in writing of the causes of delay, who shall ascertain the facts and the extent of delay, and his findings of the facts thereon shall be final and conclusive.

8.06 EXTENSIONS OF TIME

If the Contractor is delayed in completing the work by reason of any change order made pursuant to this section, the time for completion of the work shall be extended by change order for a period commensurate with such delay. The Contractor shall not be subject to any claim for liquidated damages for this period of time, but the Contractor shall have no claim for any other compensation for any such delay.

8.07 SUSPENSION OF CONTRACT

If at any time in the opinion of the City Council or City Manager the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon him, and should he neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the City Engineer, within the time specified in such notice, the City Council or City Manager in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the City Council or City Manager may designate. Upon such suspension, the Contractor's control shall terminate, and thereupon the City Council or its duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy such additional materials and supplies at the Contractor's expense as may be necessary for the proper conduct of the work and for the completion thereof; or may employ other parties to carry the contract to completion, employ the necessary workmen, substitute other machinery or materials, and purchase the materials contracted for, in such manner as the City Council or City Manager may deem proper; or the City Council or City Manager may annul and cancel the contract and relet the work or any part thereof. Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor and his sureties, who will be liable therefor. In the event of such suspension, all money due the Contractor or retained under the terms of this contract shall be forfeited to the City, but such forfeitures will not release the Contractor or his sureties from liability of failure to fulfill the contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by the City as above provided, and the Contractor

will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such non-compliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Council or City Manager shall be binding on all parties to the contract.

8.08 RIGHT OF WAY

The right of way for the work to be constructed will be provided by the City. The Contractor shall make his own arrangements, and pay all expenses for additional area required by him outside of the limits of right of way, unless otherwise provided in the Special Provisions.

8.09 COORDINATION OF WORK

The Contractor shall be responsible for ascertaining the nature and extent of any work being conducted by other forces within or adjacent to the worksite of the project. The City, its workers and contractors, utility companies, and other contractors shall have the right to operate within or adjacent to the worksite to perform such work. The Contractor shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the work being performed by other such forces. Wherever necessary, the work of the Contractor shall be coordinated with the work of others so that no discrepancies result in the whole work, and shall be responsible for arranging with the proper representatives of other such forces for the coordination of the work. The Contractor shall assume that all costs associated with coordination of work be included in the bid prices for the various items of work of the contract, and will not be entitled to additional compensation for damages resulting therefrom.

SECTION 9

PAYMENT

9.01 PROGRESS PAYMENTS

The City shall make payments on account of the Contract as follows:

On not later than the fifth day of every month the Contractor shall present to the City Engineer an invoice covering the total quantities under each item of work that have been completed from the start of the job up to and including the last day of the preceding month, and the value of the work so completed determined in accordance with the schedule of unit prices for such items together with such supporting evidence as may be required by the City Engineer. This invoice shall also include an allowance for the cost of such material required in the permanent work as has been delivered to the site but not as yet incorporated in the work.

On not later than the fifteenth of the month, the City shall, after deducting previous payments made, pay to the Contractor ninety (95) percent of the amount of the invoice. No such estimate or payment shall be required to be made, when, in the judgment of the City Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in his judgment the total value of the work done since the last estimate amounts to less than three hundred dollars ($300).

Final payment of all moneys due on the contract shall be made within thirty-five (35) days of completion and acceptance of the work. It is mutually agreed between the parties to the contract that no certificate or final payment shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the contract, and the adjustments and payment for any work done in accordance with any alterations of the same, shall release the City of Colfax, the City Council, and the City Engineer from any and all claims or liability on account of work performed under the contract or any alteration thereof.

9.02 FORCE ACCOUNT WORK

Force account work shall be paid on the basis of the actual cost to the Contractor of all material, rental equipment with labor, furnished by the Contractor plus overhead costs. When force account work is performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the distribution of payment made for such work and no additional

payment will be made by reason of the performance of the work by such other forces.

Force account work and payment when authorized shall be per Section 9-1.04 "Force Account," of the State Standard Specifications.

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SPECIAL 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 underground joint electrical and telecommunication conduit, secondary services, and installation of junction boxes and vaults.

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. The City may be constructing curb, gutter, sidewalk, and storm drainage systems near and across the railroad tracks adjacent to the job site. . The Contractor to coordinate and schedule work to limit interference and conflict with this and other work.

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.

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.

1.06 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.

1.07 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.

1.08 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, excluding this bid item, 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. The work further includes restoring landscaping to as-good or better condition. This includes, but may not be limited to excavation, hauling, top soil supply and placement, mulch supply and placement, plant supply and placement, and replacement or restoration of other disturbed or damaged landscaping features

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 (LS) for all that which is necessary for this item.

G. BID ITEMS 2. 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 (LS) for all that which is necessary for this item.

H. BID ITEM 3. 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.

I. BID ITEM 4. Sheeting, Shoring & Bracing

1. This bid item is required by California Labor Code, Section 6707, and shall includes payment for all work, equipment and materials necessary for to supply, install, maintain, and remove adequate sheeting, shoring, and bracing for trench safety for all applicable underground utility construction.

2. Payment shall be Lump Sum (LS) for all that which is necessary for this item.

J. BID ITEM 5. Locating & Potholing

1. This bid item includes payment for all work, equipment and materials necessary for locating surface and underground utilities and appurtenances crossing the proposed trench alignments as shown on the

plans, marked by USA, or as directed by the Engineer. Information shall be provided to the Engineer prior to submitting conduit lay sheets to allow for adjustments in pipe alignment, and shall include depth to both top and bottom of the utility.

2. Contractor shall coordinate with the Engineer, Inspector, and other agencies prior to and during the performance of this work item to ensure that NO conflicts with planned or ongoing restoration or other planned or ongoing activities at the site, buildings, other historical elements; or other planned or ongoing new construction activities occurs as a result of the manner or schedule in which this work item is prosecuted by the Contractor.

3. The Plans specify potholing required by the Engineer. The Contractor shall perform potholing at the required locations to a depth 12 inches below the trench bottom required at the approximate specified locations. The exact location of the potholes shall be determined and marked by the Engineer after the site is USA call out and mark that the Contractor initiated; and after the Contractor has laid out the trenching paths.

4. Contractor shall be responsible for determining the depth and location of all other potholes to complete the work.

5. Payment shall be Lump Sum (LS) for all that which is necessary for this item.

K. BID ITEMS 6 thru 18. Trenching & Backfilling of Trench Types A thru R

1. These bid items include payment for all work, equipment and materials necessary for sawcutting, demolition, excavation, hauling, disposal, compaction, aggregate base, concrete, backfilling of utility trench, utility marking tape, and restoration of non-concrete roadway base, temporary cold patch asphalt and all other work necessary for the completion of this item in accordance with the Plans, these specifications, City Standards, and the Greenbook.

2. This work excludes replacement of concrete roadway base and hot mix asphalt concrete roadway surface.

3. Payment shall be per Lineal Foot (LF) of trench work..

L. BID ITEMS 19, 20, 21, 26, 28 & 31: Placement of Various Size Conduit for PG&E, Verizon and City

1. This bid item includes payment for all work, equipment and materials necessary to supply, deliver, cut, assemble and place conduit within the Joint Utility Trench, all in accordance with the Plans, these specifications, the 2015 PG&E Electric & Gas Service Requirements, Verizon construction requirements, Wave construction requirements, and the Greenbook.

2. The work further includes connection of conduit to new or existing utility boxes, vaults and pads.

3. The work further includes inspection coordination and testing with PG&E, Verizon, Wave and the City as necessary for approval of the work prior to or following trench backfill and compaction.

4. At no time shall the Contractor cause any existing power, telephone, data, water, sewer or other utility service connections to be disrupted, disconnected, reconnected or altered in any way, manner or form without the prior approval in writing of the Engineer.

5. Payment shall be per Lineal Foot (LF) of conduit placed.

M. BID ITEMS 22, 23, 24, 25, 27 & 29. Installation of Various Utility Boxes, Vaults and Pads for PG&E, Verizon, Wave and the City.

1. This bid item includes payment for all work, equipment and materials necessary for placement of various underground and above ground utility boxes, vaults and pads, all in accordance with the Plans, these specifications, the 2015 PG&E Electric & Gas Service Requirements, Verizon construction requirements, Wave construction requirements, and the Greenbook.

2. The work further includes excavation, loading, hauling disposal, aggregate base, sand, grading, compaction, hand holes, concrete, and placement and leveling of boxes, vaults and pads.

3. The work further includes connection of new or existing conduit.

4. The work further includes inspection coordination and testing with PG&E, Verizon, Wave and the City as necessary for approval of the work prior to or following trench backfill and compaction.
5. Payment shall be per Each (EA) for all that which is necessary for these items.

N. BID ITEM 32: Restore Concrete Patio, Sidewalk, Curb, Gutter

1. This bid item includes payment for all work, equipment and materials necessary to replace the subbase with aggregate and restore the concrete surface.within the trench area, all in accordance with the plans, these specifications, and the State Specifications.
2. The work further include forms and forming, dowelling and dowels, grading, hauling, pouring, curing, and protection of the work.
3. Payment shall be per Cubic Yard (CY) of concrete placed.

O. ADDITIVE BID ITEM 1A: Restore Roadway Concrete Base

1. This bid item includes payment for all work, equipment and materials necessary to replace the roadway subbase and concrete base within the trench area within the roadway, excavated or damaged by the project work, all in accordance with the plans, these specifications, and the State Specifications.
2. The work further includes grading, hauling, pouring, curing, and protection of the work.
3. Concrete shall be Rapid Strength Concrete per Section 90-3 of the State Specifications. The minimum ultimate concrete strength shall be 4,000 psi.
4. Payment shall be per Cubic Yard (CY) of concrete placed.

P. ADDITIVE BID ITEM 2A. Restore Roadway Asphalt Concrete

1. This bid item includes payment for all work, equipment and materials necessary for placement of asphalt concrete to restore the road surfaces, all in accordance with the plans and these specifications.
2. The work further includes surface cleaning and preparation, tack coat, hauling, placement, spreading, rolling, and protection of the work.
3. Payment shall be per TON of asphalt placed.

Q. ADDITIVE BID ITEM 3A. Remove Existing Light Pole and New Light Pole Foundation

1. This bid item includes payment for all work, equipment and materials necessary for removing the existing light pole and constructing a new light pole foundation in accordance with the plans, these specifications, the existing ornamental street light adjacent to the site, and Greenbook.
2. The work further includes coordinating with PG&E to de-energize the existing light, excavation, loading, hauling, concrete, reinforcement, curing and protection of the work.
3. Foundation dimensions and shall be constructed per detail 429-1 of Greenbook and the plan details.
4. Contractor shall be responsible for confirming bolt circle spacing of existing ornamental streets at three other corners of Main/Grass Valley intersection.
5. Payment shall be Lump Sum (LS) for all that which is necessary for this item.

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. Potholing for Underground Conflicts

1. The Contractor shall locate all underground utilities that are within 3 feet of trench excavations. Any exceptions to this requirement shall be requested in writing to the City.

2. The Contractor shall pothole at the location and to the depth indicated on the plans. Potholing operation shown on the plans shall be observed by a City representative and any objects located reported to the representative. The pothole shall not be backfilled until authorized by the representative. Open potholes shall be protected to prevent risk to the public.

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. The Contractor shall be me allowed to encroach with any personnel, equipment or materials within 25 feet of the railroad track crossing Grass Valley Street. Any cost from shutdown of the work, fines, or a requirement by Union Pacific Railroad or other agencies to employee flaggers due to violations of this requirement shall be borne by the Contractor.

B. Contractor shall complete potholing required by the plan prior to start of trenching.

C. 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. The City will be constructing pedestrian and roadway improvements on Grass Valley Street starting June 8, 2015. The Contractor is required to complete all work prior to June 8th with the following exceptions.

1. The Contractor coordinates the work under this contract with other contractors and all contractors agree to work concurrently. Such agreement shall be in writing and approved by the City. The Contractor shall assume all costs of working concurrently.

2. The Contractor is awarded a contract for other work within or near the construction site. In this case the Contractor will be allowed to perform other contract work concurrently with this project.

B. In all cases above, the Contractor shall complete work on this project to allow other contractors or contract work to complete other work by August 7, 2015.

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 permits 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. The roadways of Rising Sun Street, Grass Valley Street, South Auburn Street from Grass Valley to Whitcomb Avenue, and State Route 174 are impacted by heavy vehicle traffic immediately prior to and immediately following active school hours. The Contractor will not be allowed to restrict traffic to one lane between the hours of 7AM and 9AM and 2PM and 4PM without a written request and approval by the City. The Contractor may propose traffic detours to allow closures during the restricted hours. Approval of detours is at the discretion of the City.

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.

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 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 a water pollution control plan and maintain best management practices to manage and control pollution from stormwater runoff.
2. 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 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 pipelines, conduit and underground 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 pipelines, conduit and other structures or appurtenances.
8. PIPE FOUNDATION: The pipe foundation shall be the supporting engineered fill between the trench bottom and the pipe subgrade, to a depth required by the plans and specifications. Pipe subgrade is defined as a horizontal plane located below the bottom of the pipe barrel to the pipe foundation.
9. PIPE EMBEDMENT: Pipe embedment or pipe zone backfill shall mean that portion of the material placed within the trench from the pipe subgrade, below the bottom of the pipe barrel, to a point above the outside top of the pipe barrel as required by the plans and specifications.
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 pipe and/or conduit 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 pipeline or conduit 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 provided on the plans or 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 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 pipeline, conduite and/or appurtenances until placed pipe has been inspected and approved for backfilling operations.

That portion from the pipeline subgrade to top of the pipe embedment shall be installed in two stages:

STAGE ONE - Shall be from the pipe subgrade to the outside bottom of the 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 12 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 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

APPENDIX T-B

PEDESTRIAN BARRIER DETAIL

APPENDIX T-C

Categorical Exemption/Categorical Exclusion Determination

CITY OF COLFAX
COLFAX, CALIFORNIA
GRASS VALLEY STREET UTILITY UNDERGROUNDING
PROJECT NO. 14-01

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	ℙ	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

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2 CONSTRUCTION NOTES
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4 JOINT TRENCH PLAN (2 OF 2)
5 EXCAVATION AND RESTORATION DETAIL

BID DOCUMENT

DESIGNED BY JEF
DRAWN BY JEF
CHECKED BY JEF/AM

REV.	DATE	DESCRIPTION	BY	APP'D.

DATE: 3/2/2015

CITY OF COLFAX
APPROVED BY:
BY Mark Miller
MARK MILLER
CITY MANAGER
DATE 3/2/2015

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

SCALE: NONE
FILE:
DATE: 2/24/2015
JOB NO. 14-01
SHEET 1 OF 5

\\PE-SRV\PE\CONTRACTS\109051 - COLFAX CITY ENGINEER\PROJECTS\CAPITAL\ROADS\RULE 20A UNDERGROUNDING\PLANS & SPECS\PLANS\RULE20A-JEF 2-24-15.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 CONTRACTOR SHALL PROVIDE CONSTRUCTION CONTROL STAKES. 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.

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, LATEST EDITION
    E. GREENBOOK STANDARD SPECIFICATIONS AND PLANS, LATEST EDITION

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.

BID DOCUMENT

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

REV.	DATE	DESCRIPTION	BY	APP'D.

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

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

PONTICELLO ENTERPRISES
CONSULTING ENGINEERS, INC.
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Woodland, CA 95776
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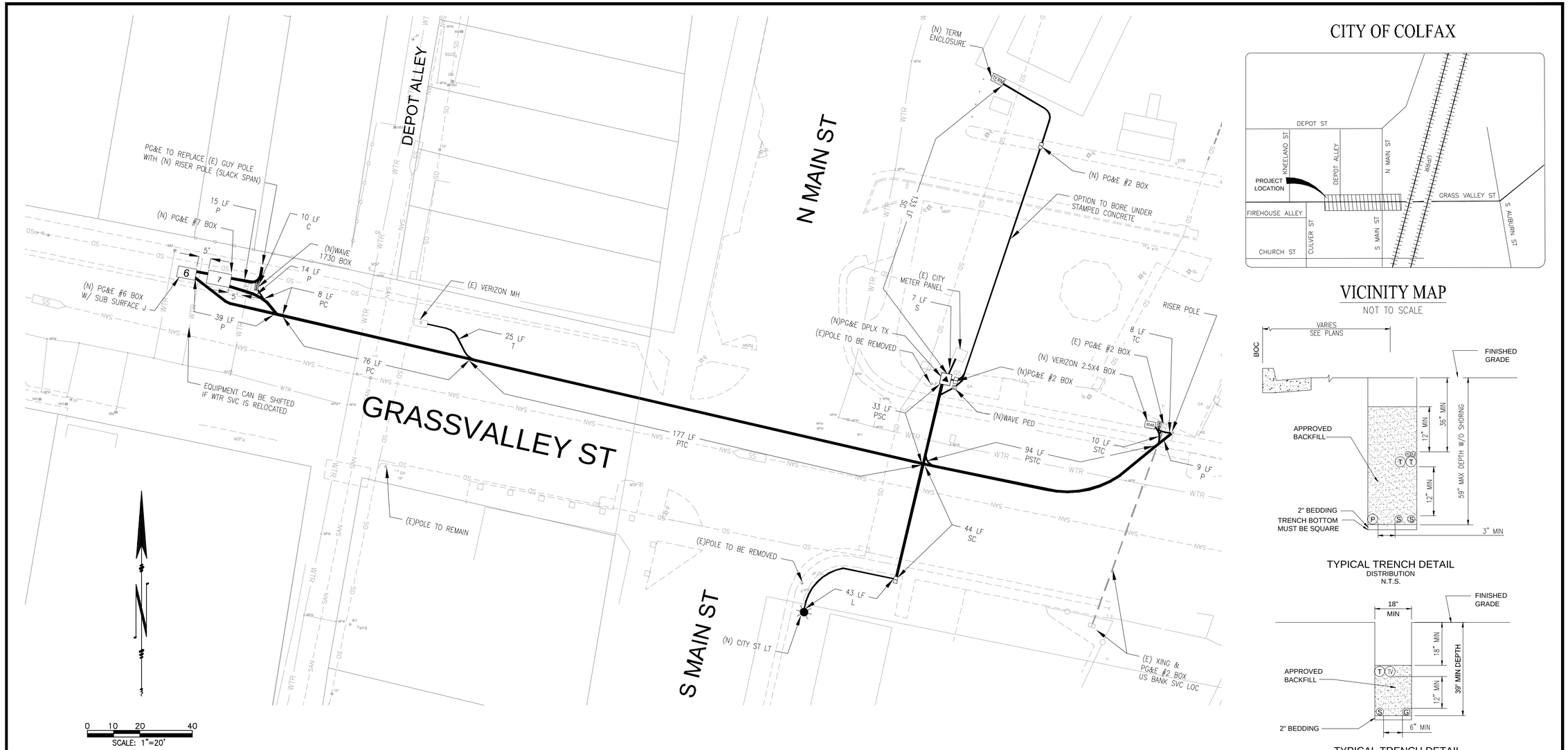
GRASS VALLEY ST. ROAD AND PEDESTRIAN IMPROVEMENT PROJECT
CONSTRUCTION NOTES
CITY OF COLFAX — PLACER COUNTY, CA
ROAD NAME: GRASS VALLEY STREET

SCALE: NONE
FILE:
DATE: 2/24/2015
JOB NO. 14-01
SHEET 2 OF 5

\\PE-SRV\PE\CONTRACTS\109051 - COLFAX CITY ENGINEER\PROJECTS\CAPITAL\ROADS\RULE 20A UNDERGROUNDING\PLANS & SPECS\PLANS\RULE20A-JEF 2-24-15.DWG



CITY OF COLFAX

VICINITY MAP

NOT TO SCALE

TYPICAL TRENCH DETAIL

DISTRIBUTION
N.T.S.

TYPICAL TRENCH DETAIL

SERVICE
N.T.S.

JOINT TRENCH NOTES

1. APPROVED PG&E ELECTRIC & WAVE BROADBAND PLANS NOT AVAILABLE AT JT PLAN PUBLISH DATE (03-02-2015). ALL WORK PERFORMED WITHOUT APPROVED UTILITY PLANS WILL BE DONE AT APPLICANT RISK. MWC ASSUMES NO RESPONSIBILITY FOR ITEM BID QUANTITIES. ALL BID QUANTITIES TO BE DETERMINED BY THE TRENCHING AGENT. REFER TO CIVIL IMPROVEMENT PLANS & APPROVED UTILITY PLANS WHEN AVAILABLE.
2. ALL JOINT TRENCH WORK TO BE INSPECTED BY THE RESPECTIVE UTILITY AND LOCAL AGENCY REPRESENTATIVES PRIOR TO PROJECT ACCEPTANCE ACCORDING TO PUBLISHED INSPECTION STANDARDS IN EFFECT AT TIME OF CONSTRUCTION.
3. THE JOINT TRENCH DRAWING IS TO BE USED FOR REFERENCE ONLY. REFER TO APPROVED UTILITY PLANS FOR SPECIFIC ITEM SIZES & QUANTITIES.
4. TRENCH QUANTITES SHOWN ON THESE PLANS ARE ESTIMATES. ACTUAL QUANTITIES REQUIRED TO COMPLETE THE WORK PER THE APPROVED UTILITY PLANS SHALL BE DETERMINED BY THE TRENCHING AGENT. MWC ASSUMES NO RESPONSIBILITY FOR FINAL DETERMINATION OF REQUIRED QUANTITIES.
5. TRENCHING AGENT IS RESPONSIBLE FOR PROTECTION OF ALL TREES, ROOTS, DRIP LINE AREAS, FENCES AND OTHER ITEMS AS REQUIRED TO MEET FEDERAL, STATE & LOCAL TREE PROTECTION REQUIREMENTS. IN NO EVENT SHALL ANY TRENCHING, BORING OR OTHER DISTURBANCE OCCUR WITHIN THE DRIP LINE OF A PROTECTED TREE WITHOUT WRITTEN AUTHORIZATION FROM THE DESIGNATED PROJECT ARBORIST.
6. TRENCHING AGENT TO REFER TO APPROVED CIVIL IMPROVEMENT PLANS FOR PROJECT SPECIFIC CONSTRUCTION REQUIREMENTS. CONTRACTOR TO CONFORM TO ALL NOTES & REQUIREMENTS AT ALL TIMES DURING CONSTRUCTION.
7. REFER TO CIVIL PLANS & CITY OF COLFAX CONSTRUCTION STANDARDS FOR STREET SECTIONS, BACKFILL, COMPACTION AND RESTORATION DETAILS.
8. STREET & BOLLARD LIGHTING SHOWN FOR REFERENCE ONLY. REFER TO APPVD. LIGHTING PLANS FOR DETAILS.
9. BASE MAP AND UTILITY INFORMATION SHOWN HEREIN WAS SUPPLIED TO MWC BY OTHERS. TRENCH ROUTE AND LOCATION OF EXISTING UTILITIES SHOWN ON THIS PLAN ARE TO BE USED FOR REFERENCE ONLY. MWC ASSUMES NO RESPONSIBILITY FOR THE LOCATION OF EXISTING UTILITY STRUCTURES OR FACILITIES. CONTRACTOR TO POTHOLE/LOCATE ALL EXISTING UTILITIES PRIOR TO THE COMMENCEMENT OF NEW CONSTRUCTION. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LINE AND GRADE OF ALL EXISTING AND PROPOSED UTILITY STRUCTURES SHOWN ON THIS PLAN.

VERIZON NOTES

1. THE COMPLETE VERIZON CONDUIT SYSTEM AND SPLICE BOX INSTALLATION TO BE SUPPLIED AND PLACED BY THE CONTRACTOR.
2. VERIZON MUST BE NOTIFIED 48HRS IN ADVANCE OF PRE-CON MEETING. TO SCHEDULE INSPECTION ON SITE. CONTACT: DAVE SACHS AT 209-471-1888
3. ALL VERIZON FACILITIES SHALL PLACED IN ACCORDANCE WITH CURRENT VERIZON CONSTRUCTION STANDARDS.

WAVE NOTES

1. WAVE TO PLACE THEIR FACILITES IN OPEN TRENCH.
2. CONTACT BOBBY HOLMES (916) 630-7180 TO SCHEDULE INSTALL.

PG&E CONSTRUCTION REFERENCES

1. ALL PG&E FACILITIES SHALL PLACED IN ACCORDANCE WITH CURRENT GREEN BOOK STANDARDS.
2. CONTRACTOR IS RESPONSIBLE FOR CROSSING EXISTING WATER, SEWER AND STORM DRAIN LINES, EITHER UNDER OR OVER, AS REQUIRED TO MEET PG&E COVER AND CLEARANCE REQUIREMENTS. REFER TO STANDARD PRACTICE 463-4.
3. THE LOCATION OF ALL EXISTING OR NEWLY INSTALLED WATER, SEWER AND STORM DRAIN OR OTHER LINES, SHALL BE DETERMINED BY THE CONTRACTOR. THE CONTRACTOR SHALL NOT RELY ON PG&E TO LOCATE FACILITIES. (PG&E WILL LOCATE PG&E FACILITIES UPON PROPER USA NOTIFICATION). CALL USA AT (800) 227-2600.
4. THE CONTRACTOR WILL BE REQUIRED TO REMOVE AND REPLACE TRENCH SPOIL WITH 100% SELECT BACKFILL AS REQUIRED BY PG&E SPECIFICATIONS, AND ANY LOCAL CITY, COUNTY OR STATE REQUIREMENTS.
5. ALL TRENCHES MUST BE INSPECTED AND APPROVED BY A PG&E INSPECTOR. NOTIFY: GC INSPECTION 48 HOURS IN ADVANCE.

CITY OF COLFAX STREET LIGHT NOTES

1. STREET LIGHTS TO CONFORM TO CITY OF COLFAX STANDARDS
2. REFER TO APPROVED STREET LIGHT PLANS FOR STREET LIGHT DETAILS AND ACTUAL QUANTITIES
3. STREET LIGHT CONDUIT TO BE PLACED IN JOINT TRENCH WHERE POSSIBLE. REFER TO PG&E STANDARD S-5453

ALL INFORMATION CONTAINED HEREIN WAS PROVIDED TO MWC BY OTHERS AND IS SUBJECT TO CHANGE. ALL TRANSITION TRENCHES ARE NOT SHOWN. SERVICE PEDESTALS, STREET LIGHTS & SVC BOXES MAY NOT BE SHOWN TO SCALE FOR CLARITY. ALL WORK SHALL BE PERFORMED ACCORDING TO CURRENT UTILITY SPECIFICATIONS.

SYMBOL LEGEND

7	PG&E #2 SERVICE BOX
6	PG&E #6 PRIMARY BOX
7	PG&E #7 PRIMARY BOX
▲	PG&E 1 PHASE TX
☀	CITY STREET LIGHT
SCHN	AT&T 3048 BOX
TERM	PVT TERMINATION CAN
WAVE	WAVE 1730 BOX
C	WAVE PEDESTAL

811
Know what's **below.**
Call before you dig.
or (800) 227-2600

TRENCH KEY

P —	PG&E PRI ELECT
S —	PG&E SEC ELECT
T —	VERIZON TEL
C —	WAVE CATV
L —	STREET LIGHT

DEVELOPER PLEASE NOTE AND SIGN

ALL PG&E ENCLOSURES & BOXES HAVE BEEN SET TO GRADE ACCORDING TO GRADE STAKES PROVIDED BY DEVELOPER'S ENGINEER. ALL COSTS TO RELOCATE OR RE-ADJUST BOXES AT A LATER DATE WILL BE BILLED TO THE DEVELOPER. PLEASE HAVE YOUR JOB SUPER VERIFY THE THE CORRECTED GRADE OF ALL ENCLOSURES AND BOXES AND SIGN AND DATE BELOW.

SIGNED: _____

DATE: _____

MINIMUM COVER AND CLEARANCES

	G	T	C	S	P	COVER
GAS	–	12"	12"	6"	12"	30", 36" STREET
TELE	12"	–	1"	12"	12"	30", 36" STREET
CATV	12"	1"	–	12"	12"	30", 36" STREET
ELEC SEC	6"	12"	12"	–	3"	30", 36" STREET
ELEC PRI	12"	12"	12"	3"	–	48", 48" STREET
CITY S/L	12"	12"	12"	12"	–	30", 30" STREET

UTILITY CONTACTS

UTILITY	CONTACT	PHONE #	JOB #
PG&E ELECTRIC	JOSH HENKE	916-472-2302	31106773
VERIZON	KATHI STROUT	209-608-0655	7P0A4WA
WAVE	EVELYN CORTEZ	916-315-3211	NA
CITY OF COLFAX	TRAVIS BERRY	530-346-2313	14-01
CIVIL ENG	JIM FLETTER	530-668-5883	
PCWA	XXX-XXXXX	XXX-XXX-XXXX	

TRENCH TABLE

TRENCH	P PRIMARY	S SECONDARY	T PHONE	C CATV	L ST LIGHT	TYPE	LENGTH
PSTC	X	X	X	X		DIST	94
PSC	X	X		X		DIST	33
SC		X		X		DIST	177
STC		X	X	X		DIST	10
S		X				DIST	7
PTC	X		X	X		DIST	177
C				X		DIST	10
TC			X	X		DIST	8
T			X			DIST	25
PC	X			X		DIST	84
P	X					DIST	82
L					X	DIST	43
TOTAL							750
NOTCH	**PRI**	**SEC**	**PHONE**	**CATV**	**ST LT**	**QTY**	**L x W**
PGE DPX TX	X	X				1	5' X 5'
PGE #2		X				3	2' X 3'
PGE #7	X					1	5' X 7'
PGE #6	X					1	4' X 6'
VERIZON 3048			X			1	3' X 5'
WAVE 1730				X		2	17"X30"
WAVE PED						1	1'X1'
BOX/PAD	**PRI**	**SEC**	**PHONE**	**CATV**	**ST LT**	**QTY**	**SIZE**
PGE TX	X					1	5'X5'
#2 SVC BOX		X				3	17"X30"
PGE #7	X					1	4.5' x 8.5'
PGE #6	X					1	4' X 6'
VERIZON 3048			X			1	3' X 5'
WAVE 1730				X		2	17"X30"
WAVE PED						1	1'X1'

141018 COLFAX R20 PGE CONCEPT JT PLAN

NO.	REVISION	DATE	APPROVED

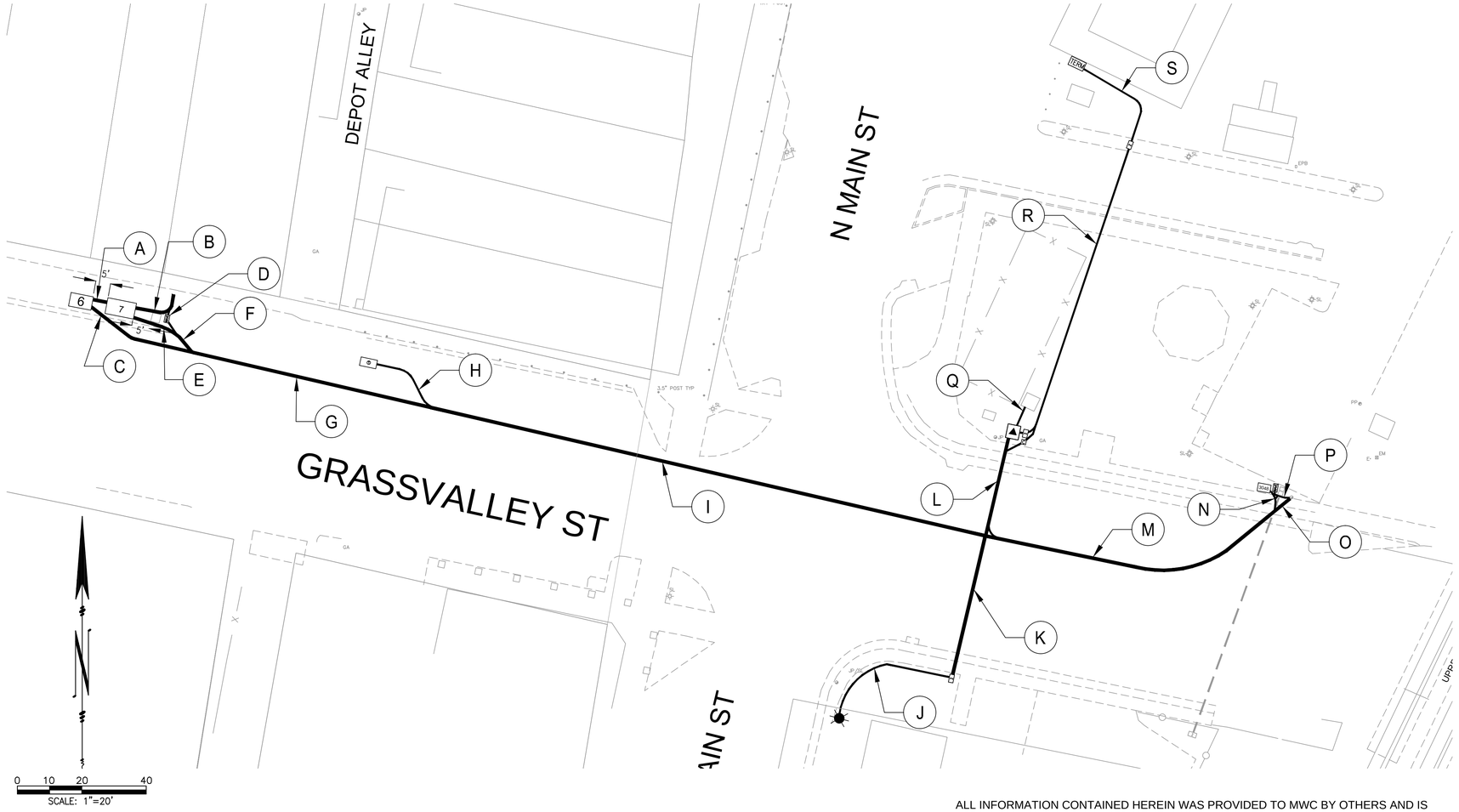
MALCOLM WHITE CONSULTING
1306 NORWICH COURT
ROSEVILLE, CA 95661
PH (916) 705-4910
MWC

JOINT TRENCH PLAN 95%

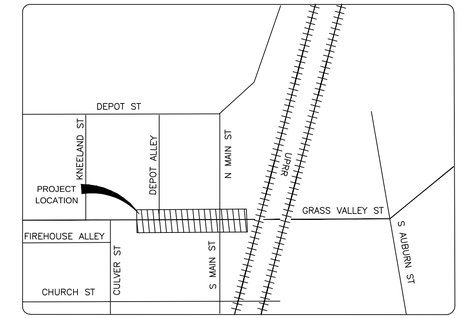
CITY OF COLFAX RULE 20A

GRASS VALLEY & S. MAIN
COLFAX, CA

SCALE 1"=20'
DATE 2/27/2015
DRAWN MTW
JOB NO.
SHEET 1
OF 2 SHEETS



CITY OF COLFAX



VICINITY MAP

NOT TO SCALE

SYMBOL LEGEND

2	PG&E #2 SERVICE BOX
6	PG&E #6 PRIMARY BOX
7	PG&E #7 PRIMARY BOX
	PG&E 1 PHASE TX
	CITY STREET LIGHT
SCB	AT&T 3048 BOX
TERM	PVT TERMINATION CAN
WHS	WAVE 1730 BOX
C	WAVE PEDESTAL

TRENCH KEY

P — PG&E PRI ELECT
S — PG&E SEC ELECT
T — VERIZON TEL
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L — STREET LIGHT

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CITY OF COLFAX	TRAVIS BERRY	530-346-2313	14-01
CIVIL ENG	JIM FLETTER	530-668-5883	
PCWA	XXX-XXXXX	XXX-XXX-XXXX	

MINIMUM COVER AND CLEARANCES

	G	T	C	S	P	COVER
GAS	–	12"	12"	6"	12"	30", 36" STREET
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811
Know what's **below.**
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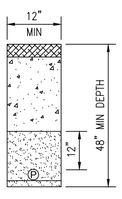
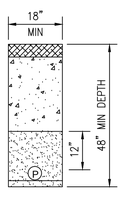
TRENCH KEY

TRENCH SECTION	PRIMARY	SECONDARY	PHONE	CATV	ST LIGHT	WIDTH IN	DEPTH IN	LENGTH FT
A	1-4"					12	48	5
B	1-6"					18	48	15
C	1-4"					12	48	39
D				2-2"		12	36	10
E	1-6"					18	48	14
F	1-6"			2-2"		18	54	8
G	1-6"/1-4"			2-2"		24	54	76
H			1-4"			12	42	25
I	1-6"/1-4"		1-4"	2-2"		24	54	177
J					1-2"	12	36	43
K		1-3"		2-2"		18	42	44
L	1-4"	1-3"/1-4"		6-2"		24	48	33
M	1-6"	1-4"	1-4"	2-2"		24	54	94
N		1-4"	1-4"	2-2"		18	48	10
O	1-6"					18	48	9
P			1-4"			12	42	8
Q		1-3"				12	42	7
R		1-4"		2-2"		18	42	98
S		1-4"		2-2"		18	42	35
TOTAL								**750**

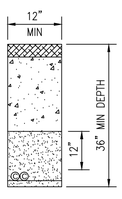
TRENCH A,C
N.T.S.



TRENCH B,E,O
N.T.S.



TRENCH D
N.T.S.



TRENCH F
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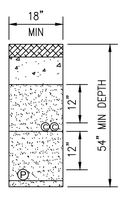

TRENCH G
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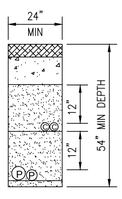

TRENCH H,P
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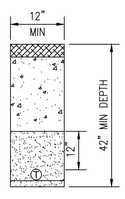

TRENCH I
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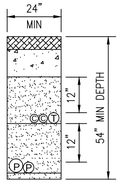

TRENCH J
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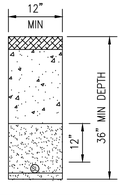

TRENCH Q
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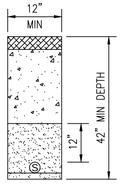

TRENCH L
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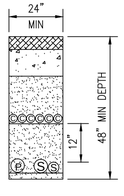

TRENCH M
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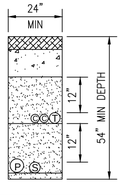

TRENCH N
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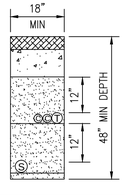
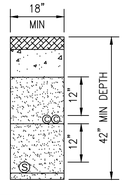


TRENCH K,R,S
N.T.S.



141018 COLFAX R20 PGE CONCEPT JT PLAN

MALCOLM WHITE CONSULTING
1306 NORWICH COURT
ROSEVILLE, CA 95661
PH (916) 705-4910
MWC

NO.	REVISION	DATE	APPROVED

JOINT TRENCH PLAN 95%
CITY OF COLFAX RULE 20A

GRASS VALLEY & S. MAIN
COLFAX, CA

SCALE	1"=20'
DATE	2/25/2015
DRAWN	MTW
JOB NO.	
SHEET	2
OF	2 SHEETS

CONSTRUCTION NOTES:

1. ROADWAY BASE IS PORTLAND CEMENT CONCRETE. SAWCUT AND REMOVE CONCRETE 4 FEET WIDE.
2. REPLACE CONCRETE ROADWAY BASE WITH 4,000 PSI RAPID STRENGTH CONCRETE PER CALTRANS SPECIFICATION AT SAME THICKNESS AS EXISTING PCC.
3. PLACE ¾" CLASS 2 AGGREGATE BASE IN THE FOLLOWING SCHEDULE ABOVE JOINT TRENCH UTILITIES AND BELOW AC ROADWAY SURFACE. COMPACT ALL AB TO 95% RC.

SURFACE TYPE	AB MIN THICKNESS
TRAVEL WAY (TYPE)	15 INCHES
TRAVEL WAY (PCC BASE)	10 INCHES
SIDEWALK	6 INCHES
LANDSCAPING	NONE (NATIVE BACKFILL)

4. PLACE ½" TYPE A PG 64–16 HMA FOR ROADWAY SURFACE REPLACEMENT. THICKNESS TO MATCH EXISTING.
5. REMOVE & REPLACE SIDEWALK, CURB & GUTTER: SAWCUT PERPENDICULAR TO CURB AT SCORE LINES, MINIMUM FIVE FOOT WIDTH. DOWEL TO EXISTING SIDEWALK, CURB AND GUTTER WITH #4 REBAR, 18 INCH LENGTH, 18 INCH OC.
6. REPLACE CGS WITH COLD PATCH ASPHALT. FORM ASPALT TO MATCH EXISTING SURFACE.
7. REMOVE EXISTING STREET LIGHT AND DELIVER TO CITY CORPORATION YARD. CONTRACTOR TO COORDINATE DE–ENERGIZING WITH PG&E.
8. CONSTRUCT NEW STREET LIGHT FOUNDATION PER DETAIL A, THIS SHEET, AND GREENBOOK.
9. POTHOLE 12 INCHES BELOW REQUIRED EXCAVATION DEPTH. LOCATION IS APPROXIMATE, ENGINEER TO MARK EXACT LOCATION IN FIELD.

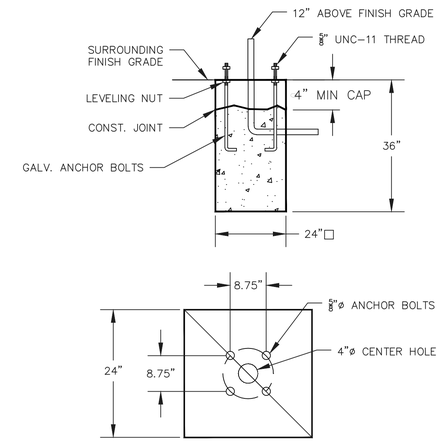
GENERAL NOTES:

1. NOT ALL EXISTING CONCRETE SURFACE ARE SHOWN ON THIS PLAN. CONTRACTOR SHALL RESTORE ALL CONCRETE EXCAVATIONS TO AS GOOD OR BETTER CONDITION.
2. IF CONDUIT IS PLACED WITH TRENCH CONSTRUCTION, SAWCUT ALONG EDGE OF PATTERNED CONCRETE TO MINIIMIZE REMOVAL AND DAMAGE TO EXISTING CONCRETE. REPLACE SURFACE WITH STANDARD BROOM FINISH CONCRETE. LOCATION AND EXTENT OF CONCRETE SAWCUT AND REMOVAL TO BE REVIEWED AND APPROVED BY CITY.

ADDITIVE BID ITEMS:

CONTRACTOR SHALL PROVIDE UNIT PRICES FOR EACH ADDITIVE BID ITEM IDENTIFIED ON THESE PLANS. THE CITY RESERVED THE RIGHT TO AWARD A CONTRACT INCLUDING OR EXCLUDING THESE BID ITEMS.

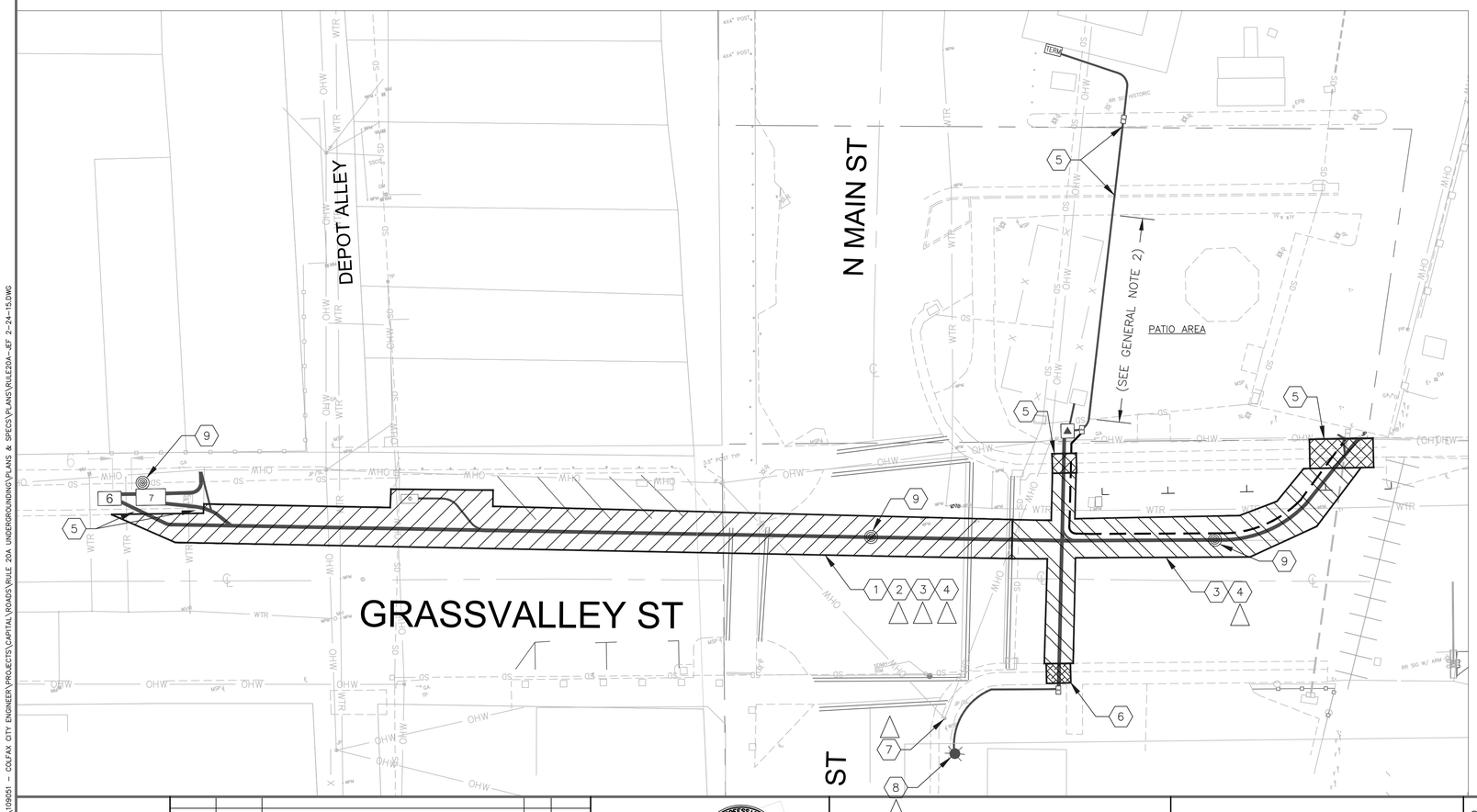
2. SEE CONST. NOTE #2. UNIT PRICE TO BE INCLUDED IN ADDITIVE BID ITEM #1A.
3. SEE CONST. NOTE #3. UNIT PRICE TO BE INCLUDED IN ADDITIVE BID ITEM #1A.
4. SEE CONST. NOTE #4. UNIT PRICE TO BE INCLUDED IN ADDITIVE BID ITEM #2A
7. SEE CONST NOTE #7. UNIT PRICE TO BE INCLUDED IN ADDITIVE BID ITEM #3A.
8. SEE CONST. NOTE #8. UNIT PRICE TO BE INCLUDED IN ADDITIVE BID ITEM #3A.

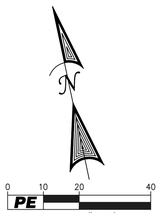


CONSTRUCTION NOTES:

1. POUR FOUNDATION 4" BELOW EXISTING GRADE..

A
STREET LIGHT FOUNDATION
NTS





BID DOCUMENT

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

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

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
EXCAVATION AND RESTORATION DETAILS

CITY OF COLFAX — PLACER COUNTY, CA

ROAD NAME: GRASS VALLEY STREET

SCALE: HORIZ: 1"=10'

SHEET 5 OF 5

FILE:
DATE: 2/24/2015
JOB NO. 14–01

\\PE-SRV\PE\CONTRACTS\109051 – COLFAX CITY ENGINEER\PROJECTS\CAPITAL\ROADS\RULE 20A UNDERGROUNDING\PLANS & SPECS\PLANS\RULE20A–JEF 2-24-15.DWG

City of Colfax

Grass Valley at Main Street, Rule 20A Undergrounding Project

Project Budget Sheet

CIP#: 14-01 **MPFP#(s):**
Last Updated: March-15 **Original Approval:** August-14
Project Owner: Public Works **Revised:** March-15
Project Manager: Jim Fletter **Project Resource:** Ponticello Enterprises

Description:
Underground overhead wiring, including PG&E powerlines, Verizon and Wave Broadband telecommunications lines. Underground to occur on Grass Valley Street between UP Raiload tracks and alley west of Main Street.

Authority:
City is allocated Rule 20A funds to perform such underground when it meets certain conditions. The conditions are identifid in the staff report that accompanies this budget sheet.

Budget:

Item	Amount	Item	Amount
Project Mgmt & Prelim Engineering	$ 15,000	Permits/NEPA	$ 10,000
City Design/Bidding	$ 20,000	City Construction	$ 90,000
		PG&E Design & Construction	$ 74,909
CM, Testing, Insp.	$ 15,000	Contingency	$ 25,091
		Project Total:	**$ 250,000**

Financing Schedule: Project Start: 2014 Project Completion: 2015
Phases: Planning, Design, Bid, and Construction

Fund Code:							
Name:	Allocated Rule 20A	5-year Future Rule 20A	City Street Fund				
FY 13/14:			$ 5,000				**$ 5,000**
FY 14/15:	$ 167,594	$ 47,315	$ 30,091				**$ 245,000**
FY 15/16:							**$ -**
FY 16/17:							**$ -**
Fund Totals:	**$ 167,594**	**$ 47,315**	**$ 35,091**	**$ -**	**$ -**	**$ -**	**$ 250,000**
Ratios:	67.0%	18.9%	14.0%	0.0%	0.0%	0.0%	100.0%

Recommended for Approval **Jim Fletter, Assistant City Engineer** **Mar-15**

Finance Department Approval
Laurie Van Groningen, Finance (date)

City Manager Approval
Mark Miller, City Manager (date)