CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

MAYOR TOM PARNHAM • MAYOR PRO-TEM STEVE HARVEY
COUNCILMEMBERS • KIM DOUGLASS • TONY HESCH • WILL STOCKWIN

REGULAR MEETING AGENDA
April 13, 2016
Regular Session 7:00 PM

1) OPEN MEETING

1A. **Call Meeting to Order**

1B. **Pledge of Allegiance**

1C. **Roll Call**

1D. **Approval of Agenda Order**

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

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

2) CONSENT CALENDAR

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.

RECOMMENDED ACTION: Approve Consent Calendar

2A. **Minutes City Council Meeting of March 23, 2016**
Recommendation: Approve the Minutes of the Regular Meeting of March 23, 2016.

2B. **Mosquito and Vector Control Awareness Week April 17 to April 23, 2016**
Recommendation: Adopt Resolution 10-2016 recognizing West Nile Virus and Mosquito and Vector Control Awareness Week 2016.

2C. **East Oak Street Pedestrian and ADA Improvements Project - Award of Contract**
Recommendation: Adopt Resolution 11-2016 authorizing the City Manager to execute a construction contract agreement for the Pedestrian and ADA Improvements to Colfax Transit Center Project on East Oak Street with Central Valley Engineering and Asphalt, Inc., in an amount not to exceed $65,921.

2D. **Bennett Engineering Contract for the North Main Street Bike Route Improvements Project**
Recommendation: Adopt Resolution 12-2016 authorizing the City Manager to execute a contract agreement with Bennett Engineering for design and construction support on the North Main Street Bike Route Improvements Project in an amount not to exceed $35,000.

2E. **Schedule of Activities for Collecting Delinquent Sewer and Garbage Charges on Annual Tax Rolls**
Recommendation: For Information Only

2F. **Bureau Veritas Consultant Contract Extension for Building Inspection Services**
Recommendation: Adopt Resolution 13-2016 authorizing the City Manager to extend the contract with Bureau Veritas for building inspection services on an as needed basis not to exceed $20,000 and subject to renewal June 30, 2016.

2G. **Parcel Map for Pinetop Estates (#TPM-03-13) for the purpose of subdividing an existing 34.7 acre parcel into four lots**
Recommendation: Adopt Resolution 14-2016 approving the final Parcel Map for the Pinetop Estates Development Project.

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 Colfax related information. No decisions will be made on these issues. If a member of the Council prefers formal action be taken on any committee reports or other information, the issue will be placed on a future Council meeting agenda.

3A. **Committee Reports and Colfax Informational Items - All Councilmembers**
3B. **City Operations Update – City staff**
3C. **Additional Reports – Agency partners**

4) PUBLIC COMMENT

Members of the audience are permitted to address the Council on matters of concern to the public within the subject jurisdiction of the City Council 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. **Preliminary Budget Review – Fiscal Year 2016-2017 and Fiscal Year 2017-2018**
STAFF PRESENTATION: Mark Miller, City Manager and Laurie Van Groningen, Finance Director
RECOMMENDATION: Review and discuss. Provide direction to staff for preparation of draft budget to be presented at the Council/Public Budget workshop on Wednesday May 11, 2016

5B. **July 2 Event – Fireworks**
CHAMBER OF COMMERCE REQUEST: Frank Klein, Chamber President
RECOMMENDATION: Discuss and direct staff as appropriate

5C. **George A. Wyman Memorial Project Plaque**
STAFF PRESENTATION: Lorraine Cassidy, City Clerk
RECOMMENDATION: Approve joining the project as a hosting location, select a location for the plaque, and direct staff as appropriate to plan activities to acknowledge the Memorial Day commemorative ride.

5D. **City Manager Recruitment Criteria and Schedule**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Review the draft recruitment information and provide direction to advertise the position and proceed with a recruiting process as appropriate.

5E. **Continuing Medical Marijuana Ordinance City Council Discussion**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Discuss and direct staff as appropriate

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, March 23, 2016
City Hall Council Chambers
33 S. Main Street, Colfax CA

1 CONVENE COUNCIL MEETING

1A. **Call to Order**
Mayor Parnham called the Council Meeting to order at 7:00PM.

1B. **Pledge of Allegiance**
City Manager Miller led the Pledge of Allegiance.

1C. **Roll Call**
Council Members present: Douglass, Harvey, Parnham, Stockwin
Council Member absent: Hesch (excused)

1D. **Approval of Agenda Order**
On a motion by Councilmember Stockwin, seconded by Mayor Pro Tem Harvey, the City Council approved the agenda.
AYES: Douglass, Harvey, Parnham, Stockwin
ABSENT: Hesch

2 PRESENATION

Nevada Irrigation District Proposed Centennial Dam
Remleh Scherzinger, General Manager and Doug Roderick, Project Engineer

Mayor Parnham introduced Mr. Scherzinger, General Manager of the Nevada Irrigation District (NID), thanking him for coming to give a brief presentation regarding the proposed dam on the Bear River.
Mr. Scherzinger presented a PowerPoint covering the current and projected needs of the NID based on impacts from shifts in rainfall and snow levels. He informed Council preliminary work for this project has already been completed over the course of many years. The Notice of Preparation of the Environmental Impact Report comment period will end April 18, 2016. Benefits of the Reservoir include water storage, green energy, mitigation, agricultural protection and recreation. The Dog Bar Road Bridge will be replaced. NID is consulting with Placer County for the best alignment for the bridge. Proceeds from hydroelectricity from Rollins Lake, bonds, grants and private investment will pay for the new facility.
Councilmember Stockwin expressed concerns about loss of riparian habitat (6 ½ miles), potential for lowering water levels to supply Southern California water demands, and the economic impact of flooding the Bear River Campground.
Mr. Scherzinger stated NID is working with property owners within the district to mitigate the loss of riparian habitat. Also, two miles of stream between the new reservoir and Rollins Lake will not be disturbed. He assured Council the water from this project is not slated for Southern California. NID is looking into the possibility of a campground on the Placer County side of the reservoir.
Councilmember Douglass stated he is in favor of putting the water to good use and creating a nice lake for recreation. He asked what potential flaw could stop the project.

Mr. Scherzinger replied the current plan is the best available as a result of 100 years of planning for a reservoir.

Mayor Pro Tem Harvey asked if NID would be bound to divert the water away from the area to save smelt. If the water will be used for the local citizens and economy, he is in favor building the dam.

Mr. Scherzinger assured Council the County of Origin has primacy for water rights and should not be required to divert water away from the area.

Mayor Parnham expressed concern about changes in traffic circulation, decreasing traffic through Colfax if the Dog Bar Bridge route is significantly altered. He asked how many parcels would be condemned through eminent domain. Also, would conservation measures be enough to decrease the need for the project?

Mr. Scherzinger replied NID is coordinating with Placer County to determine the best location for the new Dog Bar Bridge. There are actually few property owners who have not voluntarily sold their land. Although water conservation is an important aspect of any Water District's portfolio, water conservation cannot come even close to providing the benefit that the new reservoir could provide.

Jim Dion, Colfax business owner, asked if there will be a footpath from Rollins Lake to Lake Combie. Mr. Scherzinger replied there are plans for a trail to link the three lakes on the Nevada County side.

Matt Coulter from Nevada County is against the project; the draw down during dry season would be 120 yards, access would only be allowed through fee areas and the reservoir would "line the pockets" of the wealthy while adversely impacting local land owners and recreation users.

Stacie Younggren, local resident, asked when the proposed recreation areas would be announced to the public. Mr. Scherzinger stated it would be a few months before the plans are made available.

3 CONSENT CALENDAR

3A. **Minutes City Council Meeting of March 9, 2016**
Recommendation: Approve the Minutes of the Regular Meeting of March 9, 2016.

3B. **Cash Summary Report – February 2015**
Recommendation: Receive and file.

3C. **Updated MOU for Local 39 Union Employees**
Recommendation: Adopt Resolution 08-2016 authorizing the Mayor and City Manager to execute a Memorandum of Understanding between the City of Colfax and IUOE, Stationary Engineers, Local 39 representing general employees January 1, 2016 through June 30, 2020.

3D. **Building Department Report**
Recommendation: Receive and file.

3E. **Proclaim April 2016 as Child Abuse Prevention Month**
Recommendation: Adopt Resolution 09-2016 Proclaiming April 2016 as "Child Abuse Prevention Awareness Month" in the City of Colfax.

Items 3B and 3E were pulled for discussion.

On a motion by Mayor Pro Tem Harvey, seconded by Councilmember Stockwin, the City Council approved Items 3A, 3C and 3D.
AYES: Douglass, Harvey, Parnham, Stockwin
ABSENT: Hesch

Item 3B: Mayor Pro Tem Harvey commented about the line item for Sewer Lateral Certificates and enquired if the grant program to relieve the cost of the Sewer Lateral Permits could be reinstated, funds permitting.
City Manager Miller stated about $12,000 were used in a past homeowner program. The program could be reinstated in the next budget.
Mayor Pro Tem Harvey also asked about the funds for the Recycle Station. City Manager Miller will consult with the Finance Director and provide an answer for him.
On a motion by Mayor Pro Tem Harvey, seconded by Councilmember Douglass, the Council accepted the Cash Summary Report for February, 2016.
AYES: Douglass, Harvey, Parnham, Stockwin
ABSENT: Hesch

Item 3E: Barbara Besana from KidsFirst thanked Council for the Proclamation declaring April as Child Abuse Prevention Month. She stated child abuse has a great economic and personal cost. She invited Council to plant a "pinwheel garden" to bring awareness to the issues regarding Child Abuse and provided the pinwheels for the garden, along with literature from her organization.
Mayor Parnham suggested planting the "garden" in the park near the railroad tracks.
On a motion by Councilmember Stockwin, seconded by Mayor Pro Tem Harvey, Council adopted Resolution 09-2016 proclaiming April 2016 as "Child Abuse Prevention Awareness Month" in the City of Colfax.
AYES: Douglass, Harvey, Parnham, Stockwin
ABSENT: Hesch

4 COUNCIL, STAFF, AND OTHER REPORTS

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

Councilmember Stockwin

- Councilmember Stockwin thanked the public works crew for keeping up with drainage issues.
- He reported the Placer County Mosquito Abatement and Vector Control District has declared April 17-23 as Awareness Week.
- He asked staff to watch for the homeless who had been trespassing at the old fruit growers shed to determine where they have relocated since the building was boarded up.
- Councilmember Stockwin gave Council copies of an article from Harper's Magazine which provides useful background information for Council during the medical marijuana discussions.

Councilmember Douglass

- Councilmember Douglass attended the Crab Feed fundraiser for the High School boosters "Green Team" as the Council liaison to the schools.
- The "All Service Club Group" will meet again on April 12 at the Train Depot to continue developing a stronger voice in the community and a common database.
- He also attended the SACOG and the Project Go board meetings.
- He stressed the importance of creating a Master Plan for the City's common areas to determine the best places to install plaques and monuments.
- Councilmember Douglass also asked staff to take measures to avoid becoming victims of a "Ransomware" attack.

Mayor Pro Tem Harvey

- Mayor Pro Tem Harvey informed Council of the "Forever Freedom" motorcycle rally on May 21st which culminates with a party at the Sierra Vista Community Center (SVCC) in Colfax.

Mayor Parnham

- Mayor Parnham joined many people in the community who stood on the overpass to honor California Highway Patrol Officer Nathan Taylor as his body was escorted from Reno to the final resting place in Roseville. It was very emotional and he was reminded of the great people we have protecting us.
- He urged staff to accelerate the abatement process for the historic hotel.
- He reinforced the comments of other Councilmembers regarding locating the new encampments of displaced homeless and the importance of a game plan for the monuments.

4B. **City Operations – City Staff**

City Manager Miller

- City Manager Miller announced the success of Operator-in-Training Jeff Scott who has completed requirements and received his Operator II certificate!
- City Manager Miller and Community Services Director Wes Heathcock recently attended a meeting with Placer County Transportation Planning Agency personnel. The proposed sales tax measure is polling well. If it passes, the measure will be a huge benefit to Colfax, adding $250,000 annually to the roads budget – over $11.4 million during the life of the sales tax supplement.
- He furnished Council with copies of the letter composed by City Attorney Cabral which will be mailed to the historic hotel owner tomorrow and should serve as an incentive to accelerate his efforts to abate the nuisance.
- He announced the Pizza Factory and Beach Hut Deli will team up on April 16th for a fundraiser for the Skatepark.
- City Manager Miller recommended a training class to Council for planning commissioners. The cost is only $25 and since Council serves as the planning commission, it could be beneficial for them to take the class.

4C. **Additional Reports – Agency Partners**

Frank Klein, President of the Colfax Area Chamber of Commerce

- The Chamber would like Council's direction regarding fireworks at the July 3rd event and requested Council add a discussion regarding this to a future agenda. Mayor Parnham asked staff to place the item on the next agenda.

Forrest Rowell, Colfax City Volunteer Fire Department Administrative Fire Captain

- He is working on a grant which will help fund recruitment and retention of volunteers with equipment and training.
- Captain Rowell inspected the Ballpark area with the Washington Ridge Fire Captain and is proposing a brush clearing project to mitigate fire danger.
  Mayor Pro Tem Harvey asked if the Wastewater Treatment Plant (WWTP) has been slated for brush clearing.
  City Manager Miller responded that the Ballpark has been given priority as a means of removing cover to discourage transient camps as well as decreasing fire danger. The WWTP will be a future project.

5 PUBLIC COMMENT

Foxey McCleary, 127 Saunders

- Ms. McCleary invited everyone to the VFW Fundraiser Dinner on April 2nd for $15.00.
- She also reminded everyone of the Chocolate, Wine and Art Indulgence which is planned for April 30th. Tickets are also $15.00.
- The Artwalk organizers have separated from the Placer County organization. They have asked the local Car shows to join them as an extra draw into town.

Patrick Cleary, area resident

- Suggested Council support a proposed Mountain Bike trail from Colfax to Auburn.
  Mayor Parnham and Councilmember Stockwin expressed interest in the idea of a trail from Iowa Hill to Auburn and would like to see more information about the plans.

Jim Dion, Colfax Theater Owner

- Commented he also like the idea of the trail.

6 COUNCIL BUSINESS

6A. Medical Marijuana Regulation – Continuing City Council Discussion

STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Discuss and direct staff as appropriate.

City Manager Miller stated staff was able to include most of Council's input into this rough draft ordinance proposal. Staff is presenting only the "dispensary" portion of the ordinance for Council discussion tonight.

Council and staff discussed the proposed ordinance. They concluded dispensaries inspections will not be frequent. Inspections will not include membership or patient records without a court ordered warrant. If fingerprinting is required by the Sheriff's Department, the City will not incur any associated fees. As no cultivation will be on-site, dispensaries will not be required to maintain cultivation records. Some of the wording will be left vague, i.e. "security features not limited to", to allow staff flexibility in protecting the community. The building official, or perhaps the planner, will be the staff hearing officer; however, Council will always have final say in disputed matters. Although some items, such as requirements to remove graffiti within a specified time frame, are covered in other ordinances or state law, staff recommends including those items in the proposed ordinance. They will help the City deal with business owners that cause

problems while reassuring those citizens who might be opposed to a dispensary that problems will be addressed.
Jim Dion spoke about the security he had in place while the dispensary he owned was in operation.
Stacie Younggren suggested the Council should adopt an ordinance without putting a measure on the ballot since no one has attended Council meetings to speak against a medical marijuana dispensary.
Matt Coulter of Grass Valley commended Council for discussing medical marijuana dispensaries and supported reopening of Mr. Dion's establishment.

7 ADJOURNMENT

As there was no further business on the agenda, Mayor Parnham adjourned the meeting at 9:08PM.

Respectfully submitted to City Council this 13th day of April, 2016.

Lorraine Cassidy, City Clerk

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 13, 2016 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED BY: Staff
DATE: April 4, 2016
SUBJECT: Mosquito and Vector Control Awareness Week April 17-23, 2016

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

RECOMMENDED ACTION: Adopt Resolution 10-2016 Recognizing West Nile Virus and Mosquito and Vector Control Awareness Week 2016

BACKGROUND AND SUMMARY:

The City of Colfax has potential mosquito breeding habitat which could lead to mosquito caused health issues. In 2015, West Nile virus resulted in 45 human deaths in California and over 737 individuals in 31 counties tested positive for the virus; and West Nile virus resulted in seven human cases of neuro-invasive disease and one human death in Placer County. The California Department of Public Health and the federal Centers for Disease Control and Prevention predict West Nile virus will again pose a public health threat in California in 2016.

Adequately funded mosquito and vector control, disease surveillance and public awareness programs are the best way to prevent outbreaks of diseases transmitted by mosquitoes and other vectors. As a means of increasing public awareness, the Placer Mosquito and Vector Control District has supported the Mosquito and Vector Control Association of California by designating the week of April 17 to April 23, 2016 as West Nile virus and Mosquito and Vector Control Awareness Week. In addition to increasing public awareness to the threat of diseases, West Nile virus and Mosquito and Vector Control Awareness Week will encourage the public to take action in preventing mosquito and vector-transmitted diseases, and will highlight the activities of various mosquito and vector research and control agencies working to reduce the health threat within California. Staff recommends that the City Council join the Placer County Mosquito and Vector Control District in declaring April 17-23, 2016 as West Nile Virus and Mosquito and Vector Control Awareness Week.

ATTACHMENTS:
Resolution 10-2016

City of Colfax
City Council

Resolution № 10-2016

RECOGNIZING WEST NILE VIRUS AND MOSQUITO AND VECTOR CONTROL AWARENESS WEEK 2016

WHEREAS, the Mosquito and Vector Control Association of California has designated the week of April 17 to April 23, 2016 as West Nile virus and Mosquito and Vector Control Awareness Week; and

WHEREAS, West Nile virus is a mosquito-borne disease that can result in debilitating cases of meningitis and encephalitis and death to humans, horses, avian species and other wildlife; and

WHEREAS, mosquitoes and other vectors, including, but not limited to, ticks, rats, fleas, and flies, continue to be a source of human suffering, illness, and death, and a public nuisance in California and around the world; and

WHEREAS, excess numbers of mosquitoes and other vectors spread diseases, reduce enjoyment of both public and private outdoor living spaces, reduce property values, hinder outdoor work, and reduce livestock productivity, and have a negative impact on the environment; and

WHEREAS, in 2015, West Nile virus resulted in 45 human deaths in California, triple the number from 2013, and 737 individual cases in 31 counties; and,

WHEREAS, in 2015, West Nile virus surveillance resulted in 52 West Nile virus-positive mosquito samples and 21 West Nile virus-positive dead birds, and no human cases in Placer County; and

WHEREAS, two invasive mosquito species in California, Aedes albopictus, and Aedes aegypti, are posing new public health threats in central and southern California due to their capability to transmit potentially deadly or debilitating diseases, such as dengue, yellow fever, chikungunya, and Zika virus, diseases that are not currently transmitted in California but are at epidemic levels in the Americas and other continents; and

WHEREAS, professional mosquito and vector control based on scientific research has made great advances in safely reducing mosquito and vector populations and the diseases they transmit; and

WHEREAS, adequately funded mosquito and vector control, disease surveillance, and public awareness programs, coupled with best management practices emphasizing nonchemical approaches, are the best ways to prevent outbreaks of West Nile virus and other diseases borne by mosquitoes and other vectors; and

WHEREAS, the Placer Mosquito and Vector Control District, along with mosquito and vector control agencies throughout the State of California, works closely with local public and environmental health officials, the United States Environmental Protection Agency and the State Department of Public Health to reduce pesticide risks to humans, animals, and the environment while protecting human health from mosquito- and vecto; and

WHEREAS, the public's awareness of the health benefits associated with safe, professionally applied mosquito and vector control methods will support these efforts, as well as motivate the state and the public to eliminate mosquito and vector breeding sites on public and private property; and

WHEREAS, West Nile virus and Mosquito and Vector Control Awareness Week will increase the public's awareness of the threat of diseases and encourage the public to take action in preventing mosquito and vector-transmitted diseases, and will highlight the activities of various mosquito and vector research and control agencies working to reduce the health threat within California; and

WHEREAS, The Mosquito and Vector Control Association of California has designated the week of April 17 to April 23, 2016, inclusive, as West Nile Virus and Mosquito and Vector Control Awareness Week in the State of California;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Colfax hereby recognizes April 17 to April 23, 2016 as West Nile virus and Mosquito and Vector Control Awareness Week.

PASSED AND ADOPTED by the City Council of the City of Colfax on the 13th day of April, 2016 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Tom Parnham, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 13, 2016 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED By: Wes Heathcock, Community Services Director
SUBJECT: East Oak Street Pedestrian and ADA Improvements Project: Award of Contract

	N/A	**X**	**FUNDED**		**UN-FUNDED**	**AMOUNT: $71,321**	**FROM FUND: Streets Capital Fund 375**

RECOMMENDED ACTION: Adopt Resolution №. 11-2016 authorizing the City Manager to execute a construction contract agreement for the Pedestrian and ADA Improvements to Colfax Transit Center Project on East Oak Street with Central Valley Engineering and Asphalt, Inc., in an amount not to exceed $65,921.

DISCUSSION AND SUMMARY:

On March 26, 2014, City Council authorized the City Manager to pursue a transit access enhancement grant for East Oak Street between South Auburn and Railroad Streets. The City was successful in obtaining a Placer County Transportation Planning Agency grant from the State Proposition 1B Public Transit Modernization Improvement Service Efficiency Account (PTMISEA). The PTMISEA grant was awarded in the amount of $71,321 for the Pedestrian and ADA Improvement to Colfax Transit Center Project (Project).

City staff issued a request for bids for the Project on March 24, 2016 and received 1 bid in response. The City received bids from Central Valley Engineering and Asphalt, Inc. Therefore, Central Valley Engineering and Asphalt, Inc. was the lowest responsive bidder.

Staff is recommending increasing the contract to allow for a $1,500 contingency bringing the total cost of the construction portion of the project to $65,921.

FINANCIAL AND/OR POLICY IMPLICATIONS:

The project is funded with State Proposition 1B in the amount of $71,321. Funds remaining from this project will be allocated to the construction inspection costs. The project is consistent with policy goals of improved maintenance, circulation and accessibility.

ATTACHMENTS:

1. Resolution 11-2016
2. Attachment A: Bid Results
3. Construction Contract

City of Colfax
City Council

Resolution № 11-2016

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT AGREEMENT FOR THE PEDESTRIAN AND ADA IMPROVEMENTS TO COLFAX TRANSIT CENTER PROJECT ON EAST OAK STREET WITH CENTRAL VALLEY ENGINEERING AND ASPHALT, INC., IN AN AMOUNT NOT TO EXCEED $65,921

WHEREAS, the City Council of the City of Colfax authorized the City Manager to apply for Pedestrian and ADA Improvement Project grant funding; and,

WHEREAS, the City was successful in obtaining a Placer County Transportation Planning Agency grant from the State Proposition 1B Public Transit Modernization Improvement Service Efficiency Account in the amount of $71,321; and,

WHEREAS, City staff issued a request for bids for the Project on March 24, 2016 and Central Valley Engineering and Asphalt, Inc., was the lowest responsive bidder at $64,421; and,

WHEREAS, City staff recommends increasing the contract to allow for a $1,500 contingency for a total cost of an amount not to exceed $65,921; and,

WHEREAS, the remaining grant value will be used for construction inspection costs for the project.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax the City Manager is authorized to execute a construction contract agreement for the Pedestrian and ADA Improvements to Colfax Transit Center Project with Central Valley Engineering and Asphalt, Inc., in the amount not to exceed $65,921.

PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 13th day of April, 2016 by the following vote of the Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Tom Parnham, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

East Oak Street Pedestrian and ADA Improvements
Bid Opening – Wednesday, April 6, 2016
At 4:00 PM

	CONTRACTOR	TOTAL BASE BID
1	Central Valley Engineering and Asphalt, Inc.	$ 64,421 00
2		$
3		$
4		$
5		$
6		
7		

Opened by: _____ Read by: _____ Witnessed by: _____ 4/6/16

CITY OF COLFAX
AGREEMENT FOR THE CONSTRUCTION OF THE
PEDESTRIAN AND ADA TO COLFAX TRANSIT CENTER PROJECT

THIS AGREEMENT, made and entered into this **15 day of April, 2016**, by and between the CITY OF COLFAX, a municipal corporation, (hereinafter referred to as "City"), and Central Valley Engineering and Asphalt, Inc., a [corporation duly organized and existing under the laws of the State of California, , (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the City Council of the City of Colfax has awarded a contract to Contractor for performance of the work set forth herein.

AGREEMENTS

SECTION 1 - SCOPE OF WORK

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in a good and workmanlike manner, and in strict accordance with the Contract Documents as defined in section 7 hereof, the work of: **The project consists of installation of a sidewalk from the existing sidewalk located at the intersection of South Auburn Street and East Oak Street continuous to Railroad Street. The sidewalk project includes improved driveway access and installation of Hot Mix Asphalt (HMA) to join the existing pavement to the sidewalk project.**

City of Colfax, Placer County, California, as called for in the drawings and specifications adopted by the City, which drawings and specifications have been executed by the parties to this agreement. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and materials shall be furnished, and said work performed and completed as required in the Contract Documents, under the direction and supervision of, and subject to the approval of the City and its duly authorized representatives.

SECTION 2 - TIME OF COMPLETION

The work shall be commenced on the date specified in the City's "Notice to Contractor to Proceed," and shall be fully completed no later than **30** days thereafter, or such additional time as may have been provided by change order, pursuant to the Contract Documents.

Time is of the essence of this agreement.

SECTION 3 - CONTRACT PRICE

City shall pay Contractor for the full and complete performance of this contract the sum of sixty-four thousand, four hundred and twenty-one dollars ($64,421), subject to adjustments as provided in the Contract Documents.

SECTION 4 - MONTHLY PROGRESS PAYMENTS

Monthly progress payments shall be made in accordance with Article 23 of the General Conditions of these Contract Documents.

SECTION 5 - FINAL PAYMENT

Final payment shall be made in accordance with Article 25 of the General Conditions of these Contract Documents.

SECTION 6 - ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of any and all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and/or neglect of the City or others relating to or arising from the work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the performance and payment bonds required by this contract.

SECTION 7 - CONTRACT DOCUMENTS

The complete contract between the parties hereto shall consist of the following documents herein referred to as the "Contract Documents":

Notice and Information to Bidders
Bid Form
Designation of Subcontractors
This Agreement
Bidder's Bond
Performance Bond
Payment Bond
General Conditions
Special Provisions
Contract Drawings and Plans
Technical Specifications
Duly Issued addenda
Duly Issued interpretations
Supplemental Drawings issued pursuant to Article 4 of the General Conditions
Shop Drawings and Manufacturers' Instructions approved pursuant to Article 5 of the General Conditions
Approved Change Orders
Contractor's Guarantee and Warranty & Maintenance Bond

Such documents, collectively referred to herein as the Contract Documents, hereby are incorporated herein by this reference and made a part hereof.

SECTION 8 – CONTRACTOR REGISTERED AND QUALIFIED TO PERFORM PUBLIC WORK

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter,

unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded.

IN WITNESS WHEREOF, the parties hereto executed this agreement the day and year first above written.

CITY OF COLFAX

_____
Mark Miller, City Manager

Approved as to form:

_____
Alfred Cabral, City Attorney

Attest:

_____
Lorraine Cassidy, City Clerk

CONTRACTOR

_____
(Name, Title)

_____
(Business Address)

_____
(License Number)

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the corporation named as Contractor in the foregoing agreement; that _____, who signed said agreement on behalf of said corporation is authorized to fully bind the corporation to this agreement; that said agreement was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

_____
Secretary

LIMITED LIABILITY COMPANY

I, _____, certify that I am the Manager and/or member with management rights of the limited liability company named as Contractor in the foregoing bid; that _____, who signed said agreement on behalf of said limited liability company is authorized to fully bind the limited liability company to this bid; that said bid was duly signed for and on behalf of said limited liability company by authority of its membership and is within the scope of its company powers.

(Corporate Seal)

_____
Manager or Managing Partner

PARTNERSHIP CERTIFICATE

I, _____, certify that I am the _____ of the partnership named as Contractor in the foregoing bid; that _____, who signed said bid on behalf of said partnership is authorized to fully bind the partnership to this agreement; that said bid was duly signed for and on behalf of said partnership by authority of its partners and is within the scope of its partnership powers.

(Seal – if any)

_____
Title:

BID FORM A - ALTERNATIVES

**(ATTACH SEALED ENVELOPE WITH
BID FORM B ENCLOSED TO BACK OF THIS FORM)**

TO: The City of Colfax, State of California:

1. Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the Pedestrian and ADA Improvements to Colfax Transit Center Project including Addenda Nos. None the undersigned bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and place where the work is to be done, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the Contract Documents (including the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner) for the total Base Bid sum of Sixty Four Thousand Four Hundred Twenty-One DOLLARS ($ 64421-).

Alternatives:

1. _____

_____

2. _____

_____

3. _____

_____

100-1.06 PAYMENT

Full compensation for furnishing, placing, maintaining, and removing temporary paint striping used for temporary laneline and centerline delineation and for providing equivalent patterns of permanent traffic lines for these areas when required shall be considered as included in the contract prices paid for "Install Temporary Paint for Traffic Stripes, Pavement Markings, and Pavement Markers" and shall include labor, materials, disposal, layout, and incidental for doing the work and for and no separate payment will be made therefore.

THIS FORM IS TO BE FULLY COMPLETED, SIGNED AND SUBMITTED IN A SEALED ENVELOPE ATTACHED TO BID FORM A

BID FORM B - ALTERNATIVES

FROM: Central Valley Engineering & Asphalt, Inc.
Name of Bidder

TO: The City of Colfax, State of California:

1. Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the Pedestrian and ADA Improvements to Colfax Transit Center Project including Addenda Nos. None the undersigned bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and place where the work is to be done, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the Contract Documents (including the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner) for the total sum indicated in Bid Form A submitted simultaneously with this bid form.

2. It is understood that City reserves the right to reject this proposal and that it shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for its opening.

3. Attached hereto and incorporated herein, in compliance with sections 4100-4114 of the Public Contracts Code of the State of California, is a "Designation of Subcontractors."

4. It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within sixty (60) days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the Contract Documents to City in accordance with the proposal as accepted, together with the insurance documents specified in Article 3 of the General Conditions and will also furnish and deliver to City the Performance Bond and Payment Bond as herein specified, all within ten (10) days after personal delivery or deposit in the mails, as the case may be, of the notification of award and that the work under the contract shall be commenced by the undersigned bidder on the date to be stated in City's notice to proceed, and shall be

completed in the time specified in section 2 of the agreement for construction or any modification thereto duly made by change order.

5. Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below.

Central Valley Engineering & Asphalt, Inc.
Attn: James Castle
216 Kenroy Lane
Roseville, CA 95678

6. The undersigned bidder declares as follows: The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

7. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

8. The undersigned bidder declares that the bidder is aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensations or to undertake self insurance in accordance with the provisions of that code, and that the bidder will comply with such provisions before commencing the performance of the work of this contract.

9. Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy, the words shall prevail; if all or any portions of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

10. Accompanying this proposed bid is Bidder's Bond (insert words, "cash," "cashier's check," "certified check," or "bidders bond," as the case may be) in an amount equal to at least ten percent (10%) of total of the bid including the highest alternate.

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

(Stockholders and limited partners need not be listed unless they are officers or employees of the corporation or limited partnership. All general partners and corporate officers shall be listed. If a stockholder or partner is a firm, list the principles of that firm, as stated herein.)

(If bidder or other interested person is a corporation, it must furnish a certificate attesting to corporate existence and authority of officers to sign contracts and other documents. A form corporate certificate is included in these bid documents. State legal name of corporation, names of the president, secretary, treasurer, and manager thereof.)

NAME	BUSINESS ADDRESS	INTEREST (owner, partner,etc.)
Central Valley Engineering & Asphalt, Inc.		
216 Kenroy Lane, Roseville, CA 95678		
Warren Holt - Owner, President, Treasurer		
Bob Leppek - Owner, Vice President		
James Castle - CFO + Secretary		

Attach additional sheets if necessary.

12. The name of the person licensed in accordance with the Notice of Bidders and the Contractor's State License Law, Business and Professions Code section 7000 et seq., and that person's relationship to the Bidder, are as follows:

Name of License Holder: Warren Holt.

Relationship to Bidder: Owner, President, Treasurer.
License No.: 773404.

License Expiration Date: 3-31-18.

Type of License: A- Gen'l Eng..

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing information and representations made in this bid are true and correct.

DATED: 4-4-16

Signature of Bidder:
Central Valley Engineering & Asphalt, Inc
Company Name

216 Kenroy Lane
Street Address

Roseville, CA 95678
City, State, Zip

(916) 791-1609
Telephone

(916) 791-6424
Fax

By [signature]

Its CFO + Secretary

James Castle
(Type Name)

CENTRAL VALLEY
ENGINEERING
& ASPHALT, INC.

General Engineering Contractor

Lic. No. 773404

August 20, 2013

To Whom It May Concern:

This certificate attests to the existence of this corporation, Central Valley Engineering & Asphalt, Inc. which was formed under the laws of the State of California in February 2000.

The officers of the corporation, listed below, have been granted authority by their board of directors to sign contracts and other documents on behalf of the corporation with the intent of legally binding the corporation.

Warren Holt – President & Treasurer
Robert Leppek – Vice President
James Castle – Secretary & Chief Financial Officer

James Castle, Secretary

216 Kenroy Lane • Roseville, CA 95678 • Tel. 916-791-1609 • Fax. 916-791-6424

By_____

Its_____

_____
(Type Name) (CORPORATE SEAL)

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation and a corporate seal; if bidder is a copartnership, the true names of the firm shall be set forth above together with the signature of the partner of partners authorized to sign contracts on behalf of the copartnership; and if bidder is an individual, his or her signature shall be placed above.

CITY of COLFAX
C A L I F O R N I A

CITY HALL, 33 SOUTH MAIN STREET, COLFAX, CA

BID ITEMS FOR
PEDESTRIAN AND ADA IMPROVEMENTS TO COLFAX TRANSIT CENTER PROJECT
(EAST OAK STREET SIDEWALK IMPROVEMENTS)

Item No.*	Item Description	Unit	Estimated Quantity	Unit Price	Total Amount
1	MOBILIZATION	L.S.	1	725-	725-
2	PLACE AND MAINTAIN BMPs	L.S.	1	350-	350-
3	PAVEMENT REMOVAL/REPLACEMENT, CONCRETE PLACEMENT	--------	----------	----------	----------
3A	REMOVE EXISTING PAVEMENT	L.F.	512	29-	14848-
3B	INSTALL CONCRETE	L.F.	512	75-	38400-
3C	INSTALL ASPHALT	L.F.	512	16.50	8448-
4	TRAFFIC CONTROL AND MAINTENANCE	L.S.	1	1000-	1000-
5	WATER POLLUTION CONTROL	L.S.	1	650-	650-

SUBMIT THIS SHEET AS PART OF YOUR BID

TOTAL BASE BID $ 64421-

TOTAL BID: Sixty-Four Thousand, Four Hundred Twenty-One **DOLLARS**

(Transfer this amount to Page 1 of the Bid Form)

NOTES:

1. Failure to transfer the Total Bid amount shown on this form to Page 1 of the Bid Form may result in disqualification.
2. The quantities given in the proposal and contract are approximate only, being given as a basis for the comparison of bids. The City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Project Manager. If any quantities are found to be incorrect, the Contractor must notify the Project Manager prior to submitting the bids. Contractor's proposal is for the installation of the correct quantities of materials necessary to complete the work.
3. Contractor's attention is directed to the Special Provisions. The Special Provisions contain a detailed description of each bid item.
4. Contractor must submit bids for all base bid items and all alternate bid items. No response or a response of zero on any bid items will be deemed a non-responsive bid.

BIDDER'S BOND

We, Central Valley Engineering & Asphalt, Inc., as Principal, and The Guarantee Company of North America USA, as Surety, are held and firmly bound unto the City of Colfax, State of California, (hereinafter called "City) in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to 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 Ten Percent of the Total Amount Bid DOLLARS ($ 10% of Bid Amount). The condition of this obligation is such that a bid to City for certain construction specifically described as follows, for which bids are to be opened on April 6th, 20 16, has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

Pedestrian and ADA Improvements to Colfax Transit Center Project (East Oak Street Sidewalk Improvements)

If the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with Owner, one payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue, 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 said contract or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

SUBMIT THIS SHEET AS PART OF YOUR BID

Bidder's Bond
Page 2

In the event suit is brought upon said bond by City and judgment is recovered, the Surety shall pay all costs incurred by City in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this 4th day of April, 2016.

Central Valley Engineering & Asphalt, Inc.

PRINCIPAL

The Guarantee Company of North America USA

SURETY

Melissa D. Diaz, Attorney-In-Fact

One Towne Square, Ste. #1470, Southfield, Michigan 48076

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

SUBMIT THIS SHEET AS PART OF YOUR BID

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On April 4, 2016 before me, S. Johnson, Notary Public
(insert name and title of the officer)

personally appeared Melissa D. Diaz,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

S. JOHNSON
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2064605
SACRAMENTO COUNTY
My Comm. Exp. May 12, 2018

Signature _____ (Seal)

THE GUARANTEE™

The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Renee Ramsey, Richard W. Pratt, John Hopkins, Elizabeth Collodi, Bobbie Beeny, Nancy Luttenbacher
Phillip O. Watkins, Keith T. Schuler, Melissa D. Diaz, Shawna Johnson, Mindy Whitehouse, Jennifer Stone, Sara Walliser, John J. Weber
Interwest Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 4th day of April, 2016.

Randall Musselman, Secretary

BIDDER'S BOND

We, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Colfax, State of California, (hereinafter called "City) in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to 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 a bid to City for certain construction specifically described as follows, for which bids are to be opened on _____, 20____, has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

_____

_____

_____

If the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with Owner, one payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue, 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 said contract or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

SUBMIT THIS SHEET AS PART OF YOUR BID

In the event suit is brought upon said bond by City and judgment is recovered, the Surety shall pay all costs incurred by City in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this____ day of _____, 20___.

_____

PRINCIPAL

_____

SURETY

_____

_____

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

SUBMIT THIS SHEET AS PART OF YOUR BID

CORPORATE CERTIFICATE
(BID)

I, James Castle, certify that I am the Secretary of the corporation named as Contractor in the foregoing bid; that James Castle, who signed said bid on behalf of said corporation is authorized to fully bind the corporation to this bid; that said bid was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

Secretary

LIMITED LIABILITY COMPANY
(BID)

I, _____, certify that I am the Manager and/or member with management rights of the limited liability company named as Contractor in the foregoing bid; that _____, who signed said bid on behalf of said limited liability company is authorized to fully bind the limited liability company to this bid; that said bid was duly signed for and on behalf of said limited liability company by authority of its membership and is within the scope of its company powers.

(Corporate Seal)

Manager or Managing Partner

PARTNERSHIP CERTIFICATE
(BID)

I, _____, certify that I am the _____ of the partnership named as Contractor in the foregoing bid; that _____, who signed said bid on behalf of said partnership is authorized to fully bind the partnership to this bid; that said bid was duly signed for and on behalf of said partnership by authority of its partners and is within the scope of its partnership powers.

(Seal – if any)

Title:

SUBMIT THIS SHEET AS PART OF YOUR BID

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of section 4100 et seq. of the Public Contracts Code of the State of California, and any amendments thereof, the undersigned bidder has set forth below:

(a) The name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the work to be performed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said work according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the undersigned's total bid, or in the case of construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the undersigned's bid or $10,000, whichever is greater; and

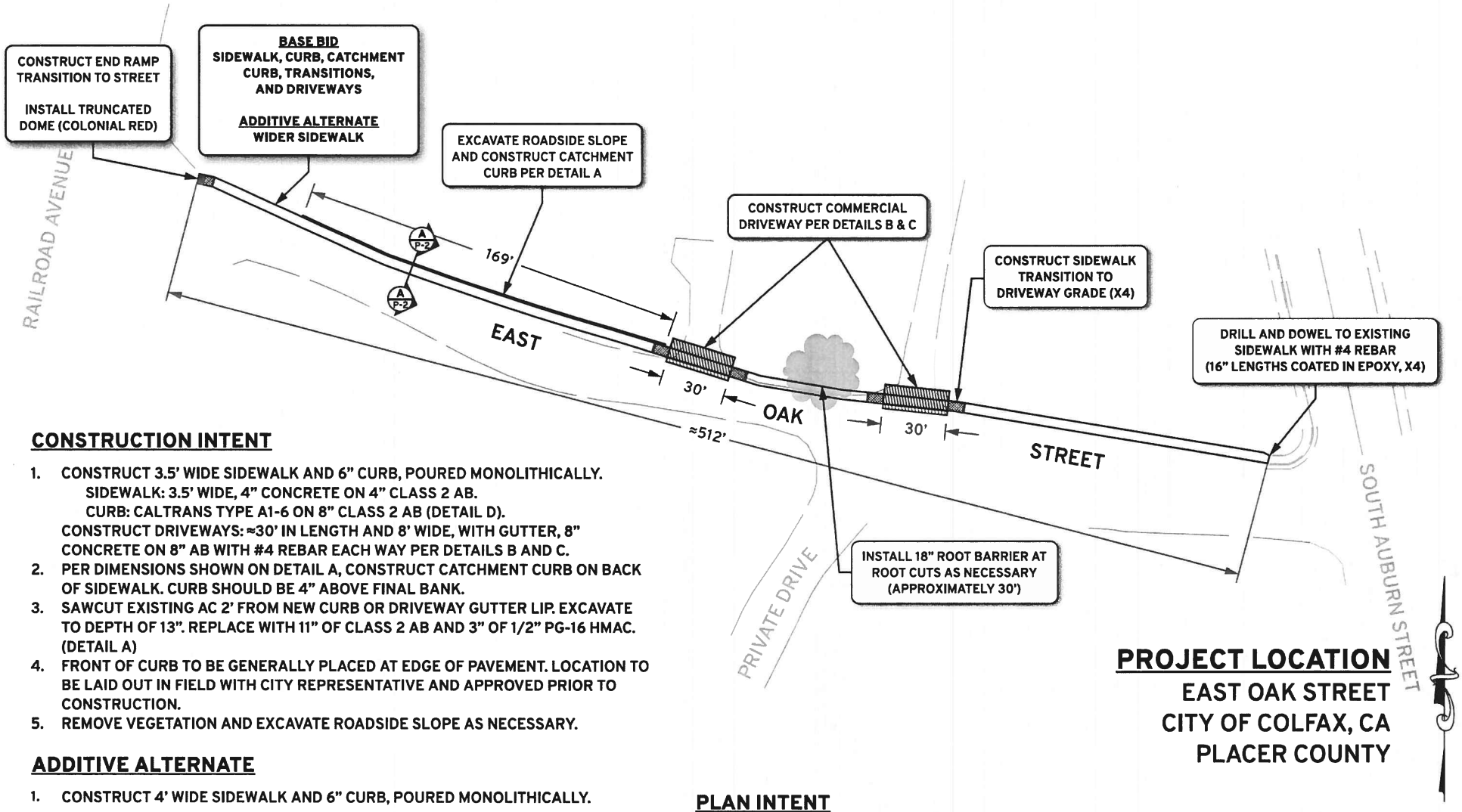
(b) The undersigned shall list only one subcontractor for each portion of the work which will be done by each subcontract as described by (a) above.

Note: When there is a failure to list a subcontractor, the law provides that the prime Contractor agrees to do the work itself, and that said prime Contractor agrees that it is fully qualified to perform such work.

PORTION OF WORK	SUBCONTRACTOR	LICENSE #	DIR #.	ADDRESS
None				

SUBMIT THIS SHEET AS PART OF YOUR BID

CITY of COLFAX
CALIFORNIA
EAST OAK STREET
SIDEWALK IMPROVEMENTS
COLFAX MARKET
INDEX OF SHEETS
TITLE SHEET A-1
SIDEWALK LAYOUT P-1
DETAIL A P-2
DETAILS B, C, D P-3
EAST OAK ST SIDEWALK IMPROVEMENTS
DATE: 2/22/16
REVISIONS: R4 2/25/16
DRAWN BY: T. A. BERRY 530.346.2313
CITY OF COLFAX, CA
SHEET
A-1



CONSTRUCTION INTENT

1. CONSTRUCT 3.5' WIDE SIDEWALK AND 6" CURB, POURED MONOLITHICALLY.
   SIDEWALK: 3.5' WIDE, 4" CONCRETE ON 4" CLASS 2 AB.
   CURB: CALTRANS TYPE A1-6 ON 8" CLASS 2 AB (DETAIL D).
   CONSTRUCT DRIVEWAYS: ≈30' IN LENGTH AND 8' WIDE, WITH GUTTER, 8" CONCRETE ON 8" AB WITH #4 REBAR EACH WAY PER DETAILS B AND C.
2. PER DIMENSIONS SHOWN ON DETAIL A, CONSTRUCT CATCHMENT CURB ON BACK OF SIDEWALK. CURB SHOULD BE 4" ABOVE FINAL BANK.
3. SAWCUT EXISTING AC 2' FROM NEW CURB OR DRIVEWAY GUTTER LIP. EXCAVATE TO DEPTH OF 13". REPLACE WITH 11" OF CLASS 2 AB AND 3" OF 1/2" PG-16 HMAC. (DETAIL A)
4. FRONT OF CURB TO BE GENERALLY PLACED AT EDGE OF PAVEMENT. LOCATION TO BE LAID OUT IN FIELD WITH CITY REPRESENTATIVE AND APPROVED PRIOR TO CONSTRUCTION.
5. REMOVE VEGETATION AND EXCAVATE ROADSIDE SLOPE AS NECESSARY.

ADDITIVE ALTERNATE

1. CONSTRUCT 4' WIDE SIDEWALK AND 6" CURB, POURED MONOLITHICALLY.

NOTES

1. ALL CONCRETE FINISHED PER ACI 347-04 TYPE A, 4,000 PSI AT 28 DAYS, MINIMUM.
2. ALL AGGREGATE BASE COMPACTED TO TO 95% RELATIVE COMPACTION.
3. TOP 12" OF ALL SUBGRADE COMPACTED TO 95% RELATIVE COMPACTION.

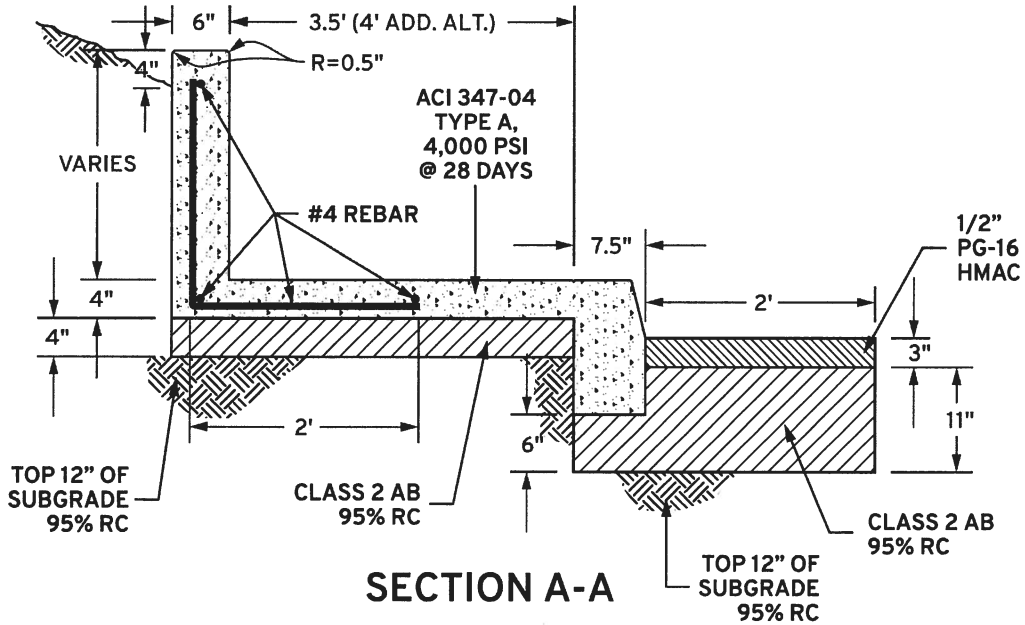
PROJECT LOCATION

EAST OAK STREET
CITY OF COLFAX, CA
PLACER COUNTY

PLAN INTENT

THIS SIDEWALK LAYOUT PROVIDES GENERAL DIMENSION ESTIMATES AND DESIGN INTENTS. THIS IS NOT A DESIGN LEVEL DOCUMENT AND IS NOT INTENDED FOR CONSTRUCTION.

EAST OAK ST SIDEWALK IMPROVEMENTS		
DATE: FEB 22, 2016	THE CITY OF COLFAX	SHEET
REVISIONS: R4 2/25/16		P-1
DRAWN BY: T. A. BERRY 530.346.2313		
CITY OF COLFAX, CA		



SECTION A-A

NOTE:

1. CATCHMENT CURB TO BE POURED MONOLITHICALLY WITH SIDEWALK AND CURB
2. VERTICAL REBAR TO BE PLACED 30 INCHES ON CENTER
3. HORIZONTAL REBAR IN SIDEWALK TO BE PLACED 1.5 INCHES MINIMUM FROM ALL CONCRETE FACES
4. HORIZONTAL REBAR IN CATCHMENT CURB TO BE PLACED 2.5 INCHES MINIMUM FROM ALL CONCRETE FACES
5. BACKFILL CATCHMENT CURB NO GREATER THAN 4 INCHES FROM TOP OF CATCHMENT CURB.
6. MAXIMUM WALL HEIGHT, 2 FEET ABOVE TOP OF SIDEWALK
7. DETAIL DOES NOT DEPICT SLOPES

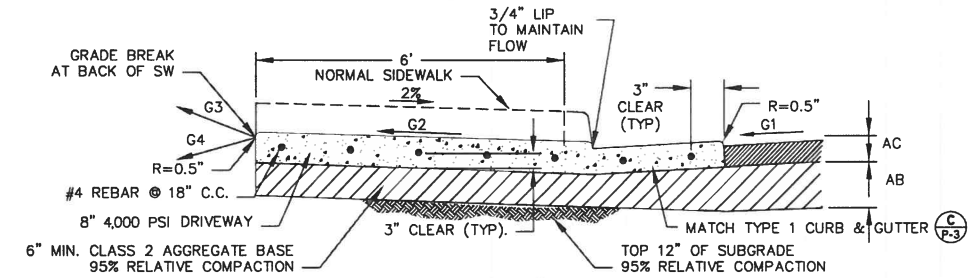
A / P-1 MONOLITHIC CATCHMENT CURB, SIDEWALK, AND CURB

NO SCALE

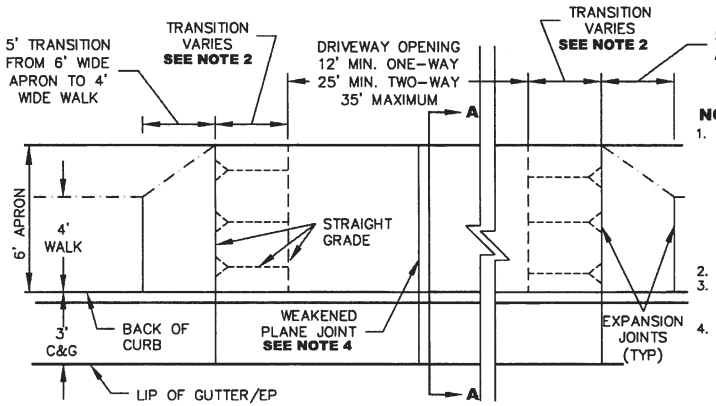
Remove & Pour PCC
#53212

512x4 x 0.33/27 x 2 = 50 TON
512x3 – 114 TON
164 TON

EAST OAK ST SIDEWALK IMPROVEMENTS		
DATE: FEB 22, 2016	THE CITY OF COLFAX	SHEET P-2
REVISIONS: R4 2/25/16		
DRAWN BY: T. A. BERRY 530.346.2313		
CITY OF COLFAX, CA		



SECTION A-A



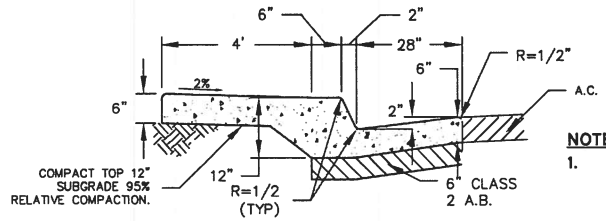
NOTES:

1. MAXIMUM GRADES FOR DRIVEWAYS SHALL BE AS FOLLOWS AND ARE BASED ON A −2% (G1) ROAD CROSS SLOPE:
   G2 = +1% TO +2%
   G3 & G4 = AS DETERMINED BY A MAXIMUM 5% ALGEBRAIC GRADE DIFFERENCE FOR A GRADE BREAK OR GRADIENT OF A VERTICAL CURVE (L= 30 FT. MINIMUM, BEGINNING AT GRADE BREAK).
2. THE MAXIMUM GRADE IS 8.33%.
3. EXPANSION AND WEAKENED PLANE JOINTS PER SECTION 73-1.05 OF THE PLACER COUNTY GENERAL SPECIFICATIONS.
4. IF THE OPENING OF THE PCC DRIVEWAY APRON IS 14 FT. OR GREATER, THE WEAKENED PLANE JOINT(S) SHALL BECOME EXPANSION JOINT(S) AT A MINIMUM SPACING OF 10 FT. CENTER TO CENTER.

PLAN VIEW

B / P-1 COMMERCIAL DRIVEWAY

NO SCALE



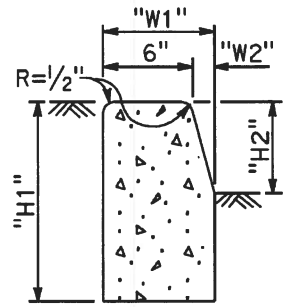
TYPE 1

NOTE:

1. EXPANSION AND WEAKENED PLANE JOINT PER SECTION 73-1.05 OF THE PLACER COUNTY GENERAL SPECIFICATIONS

C / P-1 TYPE 1 CURB AND GUTTER

NO SCALE



TYPE A1 CURBS

SEE TABLE A

TABLE A

CURB TYPE	DIMENSIONS "H1"	"H2"	"W1"	"W2"
A1-6	1'-2"	6"	7½"	1½"

CURB QUANTITIES

TYPE	CUBIC YARDS PER LINEAR FOOT
A1-6	0.02585

NOTE:

1. CURB NOT FREESTANDING
2. DETAIL SHOWN FOR DIMENSIONS ONLY

D / P-1 CURB

NO SCALE

EAST OAK ST SIDEWALK IMPROVEMENTS		
DATE: FEB 22, 2016	THE CITY OF COLFAX	SHEET P-3
REVISIONS: R4 2/25/16		
DRAWN BY: T. A. BERRY 530.346.2313		
CITY OF COLFAX, CA		

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 13, 2016 COUNCIL MEETING

FROM: Mark Miller, City Manager

PREPARED By: Wes Heathcock, Community Services Director

SUBJECT: Bennett Engineering Contract for the North Main Street Bike Route Improvements Project

	N/A	**X**	**FUNDED**		**UN-FUNDED**	**AMOUNT: $35,000**	**FROM FUNDS: 370**

RECOMMENDED ACTION: Adopt Resolution 12-2016 authorizing the City Manager to execute a contract agreement with Bennett Engineering for design and construction support on the North Main Street Bike Route Improvements Project in an amount not to exceed $35,000.

DISCUSSION AND SUMMARY:

On May 8, 2014, City Council of the City of Colfax authorized the City Manager to apply for North Main Street Bike Route (Project) grant funding. Subsequently, the Active Transportation Program grant for the Project was allotted in the amount of $264,000. The project includes approximately 1600 linear feet of street pavement widening between Highway 174 and Depot Street, signage improvements, and stripping.

City staff solicited for statements of qualification from engineering consultants in May 2015. The City received responses from RFE Engineering and Bennett Engineer. Bennett Engineering scored the highest based on the evaluation criteria.

The scope of the services provided by Bennett Engineering for the Project includes planning, specifications, and estimates (PS&E), utility coordination, and construction support services. The Project is estimated to go out to bid the first week of July 2016 and start construction by the later part of July 2016.

FINANCIAL AND/OR POLICY IMPLICATIONS:

The contract for services with Bennett Engineering is requested in an amount not to exceed $35,000.

ATTACHMENTS:

1. Resolution 12-2016
2. Contract and Scope

City of Colfax
City Council

Resolution № 12-2016

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AGREEMENT WITH BENNETT ENGINEERING FOR DESIGN AND CONSTRUCTION SUPPORT ON THE NORTH MAIN STREET BIKE ROUTE IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $35,000

WHEREAS, the City Council of the City of Colfax authorized the City Manager to apply for North Main Street Bike Route grant funding; and,

WHEREAS, City staff solicited for statements of qualification from engineering consultants in May 2015 and determined Bennett Engineering scored the highest on the evaluation criteria ; and,

WHEREAS, the scope of the services provided by Bennett Engineering for the Project includes planning, specifications, and estimates(PS&E), utility coordination, and construction support services in a contract amount not to exceed $35,000.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax authorizing the City Manager to enter into a Contract Agreement for the North Main Street Bike Lane Improvements PS&E, utility coordination, and construction support with Bennett Engineering, in an amount not to exceed $35,000

PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 13th day of April, 2016 by the following vote of the Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Tom Parnham, Mayor

ATTEST:

_____

Lorraine Cassidy, City Clerk

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this **14 day of *April* , 2016** by and between the City of Colfax, a municipal corporation of the State of California ("City") and **Bennett Engineering Services Inc** ("Consultant").

RECITALS

A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A hereto (the "Services") subject to the terms and conditions of this Agreement.

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

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

Section 1. Services

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

Section 2. Time of Completion.

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

Section 3. Compensation.

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

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

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

B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Consultant and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits.

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

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

Section 4. Professional Ability; Standard of Quality.

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

Section 5. Indemnification.

Consultant shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers

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. Compliance with Federal, State and Local Laws.

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall

meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.

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

C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.

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

Section 19. Severability.

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

Section 20. Entire Agreement; Amendment.

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

Section 21. Time of the Essence.

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

Section 22. Written Notification.

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

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

If to Consultant: Bennett Engineering Services Inc
1082 Sunrise Avenue, Suite 100
Roseville, CA 95661

Section 23. Execution.

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

Section 24. Successors.

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

Section 25. Attorney's Fees.

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

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

CITY	CONSULTANT
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPROVED AS TO FORM:

_____
City Attorney

Scope of Services

BEN|EN
TRUSTED ENGINEERING ADVISORS
Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
Roseville, California 95661
T 916.783.4100
F 916.783.4110
www.ben-en.com

Consultant:	Bennett Engineering Services Inc. (BEN|EN)
Client:	City of Colfax (City)
Project:	North Main Street Bike Route
Date:	March 17, 2016

This scope assumes Preliminary Engineering work has been previously completed and the project is ready for final design PS&E (95% and Final).

TASK 1. Plans, Specifications and Estimates (PS&E)

BEN|EN will use the 2006 plans prepared by TLA and revise the PS&E details per understanding from the City meeting on 7/29/15 and 3/17/16. We will update and prepare 95% and Final PS&E for City to review and comment. BEN|EN will prepare the engineering improvement plans for the Project in accordance with City standards, and City or County standard structural section for a roadway of this type. The improvement plans will be prepared in sufficient detail to inform the contractor how to construct the project's improvements: grading, paving, curb, gutter, signs, striping, pavement markings, and storm drainage facilities. The plans will be revised as noted below, but will be sustainably the same as the plans prepared in 2006 by TLA Engineering and Planning Inc.

Revision to current plans include:

- Deletion of all pavement digouts & repairs
- Deletion of widening locations with crib walls
- Deletion of any work within Caltrans right-of-way
- Deletion of any work outside of City right-of-way

BEN|EN will submit the engineering improvement plans to the City for compliance with their standards.

BEN|EN anticipates the need for one team kick-off meeting at the site to verify the extent of work shown on 2006 plans set will meet the City's objective.

Unless City provides a different paving recommendation, the pavement sections shown on the 2006 plans will be utilized. This scope assumes BEN|EN will utilize existing CADD files, boundary, easement, and topographic mapping used in the preparation of the 2006 plans. BEN|EN is not aware of any changes since the originally mapping and surveying was completed. Not included in this scope of services is any additional utility locating, potholing, or surveying needed to complete the project if existing information is not sufficient.

BEN|EN will prepare the Technical Specifications for the work and materials contained within the Improvement Plans. BEN|EN will provide these to the City to be included with their Standard Specification to be issued with the Improvement Plans. City will prepare the Special Provisions and other Bid Documents.

BEN|EN will prepare a quantities list and an Opinion of Probable Construction Cost (OPCC) to be utilized for cost estimates and bidding.

Subtask 1.1. 95% PS&E

It is anticipated that the improvement plans will contain the following sheets:

- Title Sheet
- Notes Sheet

- Typical Sections and Detail Sheets
- Roadway layouts
- Signage and striping plan
- Erosion and Sediment Control Plan

Subtask 1.2. Final (100%) PS&E

Final PS&E will be prepared after 95% PS&E comments are received from City staff. BEN|EN will address and tabulate each comment for the Final PS&E submittal.

Deliverables:

- *95% and Final PS&E submittals*
- *4 copies of improvement plans in half size or full size and an electronic copy in PDF format.*
- *Electronic copies of opinion of probable construction costs and technical specifications.*

TASK 2. Utility Coordination

This scope assumes no utility relocation or conflicts exist other than coordination for adjustments to grade only.

BEN|EN assumes utility letters A, B, and C have been sent to all utility companies and responses have been received. However since over 9 years have passed since the last contact, we will resend letter C with updated improvement plans.

BEN|EN will confirm proper notification is given to utility companies of project new construction schedule.

TASK 3. Construction Support Services

The City will provide construction observation, inspection, and contract administration during construction.

Subtask 3.1. Bidding Support

BEN|EN will provide professional services to support the City with bidding process. These services may include, but not limited to, modified quantity sheets, review of bids, respond to request for information, and attending pre-bid or opening bid meetings.

Subtask 3.2. Construction Support

BEN|EN will coordinate with City staff to respond to contractor requests. BEN|EN will prepare drawings and review change orders requested by the City. BEN|EN will attend two (2) site visits to the job site. The site visits will include addressing design questions regarding on-going construction work.

Subtask 3.3. Record Drawings

At the end of site construction, BEN|EN will prepare record drawings reflecting changes made during construction. City contractor will provide red-line drawings showing all changes made by contractor for BEN|EN's use in preparing the record drawings. The record drawings are, in part, based upon unverified representations of actual construction information provided by the contractor. Therefore, BEN|EN cannot and does not warrant their accuracy.

Deliverables:

- *Record Drawings*

ASSUMPTIONS:

The following assumptions are made in preparation of the scope of services:

- There is no right-of-way acquisition required for the project.
- No geotechnical information is available. For the structural sections, the structural section shown in the TLA 2006 improvement plans will be used unless the City informs us otherwise.
- Any public property owner coordination will be prepared by the City.
- No landscaping will be required.
- No electrical work will be required.
- No UPRR Encroachment Permit will be required.
- No Caltrans Encroachment Permit will be required since no work within Caltrans right-of-way is proposed.

The City will provide the following:

- The City will coordinate with SACOG for approval of any design scope changes from the ATP application scope.
- All electronic files for the 2006 TLA improvement plans including but not limited to ROW determination, surveying, calculations, cost estimates, specifications and encroachment permits.
- As-built drawings
- Existing utility letters A, B and C, and utility company responses/correspondence
- Project files that included communication with other agencies including but not limited to Caltrans, UPRR and utility companies.

INITIALS:

_____

_____

Fee Estimate

Client: City of Colfax

Consultant: Bennett Engineering Services Inc.

Project: North Main Street Bike Route

Date: March 17, 2016

Fee Estimate	Project Manager IV 187 $/hr		Engineer VI 176 $/hr		Engineer III 154 $/hr		Engineering Intern 64 $/hr		Designer III 136 $/hr		Administrative 70 $/hr		BEN|EN Subtotal		MISC. EXPENSES	TOTAL
	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost		
Task 1 Plans, Specifications and Estimates																
1.1 - 95% PS&E	8 hrs	$1,496	4 hrs	$704	32 hrs	$4,928	16 hrs	$1,024	60 hrs	$8,160	5 hrs	$350	125 hrs	$16,662	$145	$16,807
1.2 - Final PS&E	8 hrs	$1,496	4 hrs	$704	24 hrs	$3,696	10 hrs	$640	32 hrs	$4,352	4 hrs	$280	82 hrs	$11,168	$350	$11,518
Subtotal	**16 hrs**	**$2,992**	**8 hrs**	**$1,408**	**56 hrs**	**$8,624**	**26 hrs**	**$1,664**	**92 hrs**	**$12,512**	**9 hrs**	**$630**	**207 hrs**	**$27,830**	**$495**	**$28,325**
Task 2 Utility Coordination (assume no conflicts)	2 hrs	$374	hrs	$0	4 hrs	$616	5 hrs	$320	hrs	$0	1 hrs	$70	12 hrs	$1,380	$0	$1,380
Subtotal	**2 hrs**	**$374**	**hrs**	**$0**	**4 hrs**	**$616**	**5 hrs**	**$320**	**hrs**	**$0**	**1 hrs**	**$70**	**12 hrs**	**$1,380**	**$0**	**$1,380**
Task 3 Construction Support Services																
3.1 - Bidding Support	2 hrs	$374	hrs	$0	4 hrs	$616	hrs	$0	2 hrs	$272	1 hrs	$70	9 hrs	$1,332	$25	$1,357
3.2 - Construction Support	2 hrs	$374	hrs	$0	8 hrs	$1,232	hrs	$0	2 hrs	$272	hrs	$0	12 hrs	$1,878	$80	$1,958
3.3 - Record Drawings	hrs	$0	hrs	$0	2 hrs	$308	hrs	$0	12 hrs	$1,632	hrs	$0	14 hrs	$1,940	$40	$1,980
Subtotal	**4 hrs**	**$748**	**hrs**	**$0**	**14 hrs**	**$2,156**	**hrs**	**$0**	**16 hrs**	**$2,176**	**1 hrs**	**$70**	**35 hrs**	**$5,150**	**$145**	**$5,295**
PROJECT TOTAL	**22 hrs**	**$4,114**	**8 hrs**	**$1,408**	**74 hrs**	**$11,396**	**31 hrs**	**$1,984**	**108 hrs**	**$14,688**	**11 hrs**	**$770**	**254 hrs**	**$34,360**	**$640**	**$35,000**

* Rates are subject to change with 30-day notice.
* This fee estimate is valid for 90 days.
* This fee estimate contains an abbreviated list of staff classifications and does not restrict BEN|EN to those classifications. The Standard Rate Schedule with a full list of staff classifications is available upon request.

INITIALS:

_____

_____

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 13, 2016 COUNCIL MEETING

FROM: Staff

PREPARED: April 5, 2016

SUBJECT: Schedule of Activities for Collecting Delinquent Sewer and Garbage Charges on Annual Tax Rolls

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

RECOMMENDED ACTION: Information Only

Annually, the City can collect delinquent sewer and garbage (on behalf of Franchisee) charges which have accrued, together with the interest thereon, on the secured tax roll in the same manner and at the same time as general property tax. It was recommended during this collection process last year to update City Municipal code to conduct the process by Council resolution versus annual ordinance. Adoption by resolution maintains City Council control, but streamlines the process by eliminating the need for two separate notifications in the newspaper and two separate hearings during Council meetings. Therefore, a code update/ordinance revision will be part of the current year process.

Staff has initiated the process for FY2016-2017 collection and is providing the schedule of activities for Council information.

ATTACHMENTS:

1. Schedule of Activities for Collecting Delinquent Sewer and Garbage Charges on Annual Tax Rolls.

City of Colfax - 2016-2017 Auditor Direct Charges
Schedule of Activities for Placing Delinquent Sewer and Garbage Charges on Annual Tax Rolls

Compile delinquent report - Secured and Unsecured	5/2/2016	
City send Delinquent Letter to affected property owners	5/2/2016	Same letter as last year

Public Hearing Notice - Colfax Record	5/5/2016	Must be noticed for two consecutive weeks - same notice as last year
Public Hearing Notice - Colfax Record	5/12/2016	

Hold Public Hearing	5/25/2016	
1st Reading of Ordinance	5/25/2016	Ordinance to be updated to allow future placement of delinquents on tax rolls by Council resolution
2nd Reading of and Adoption of Ordinance	6/8/2016	
Resolutions to place delinquents on Tax Rolls	6/8/2016	Council confirms sewer and garbage reports and placing liens

Recology submits report to City for Garbage delinquents	5/6/2016	
Recology sends letter prior to lien hearing date	5/6/2016	Hearing date tentatively to be same day as Public Hearing
Hold Lien hearing	5/25/2016	This is not public hearing for Council…..can be held during day

Submit unsecured amounts to County	6/24/2016	This is required submittal date provided by County (estimate)
Submit Secured amounts to County	7/22/2016	This is required submittal date provided by County (estimate)

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 13, 2016 COUNCIL MEETING

FROM: Mark Miller, City Manager

PREPARED By: Staff

SUBJECT: Bureau Veritas Consultant Contract for Building Inspection Services

	N/A	**X**	**FUNDED**		**UN-FUNDED**	**AMOUNT: $20, 000**	**FROM FUNDS: 100/400**

RECOMMENDED ACTION: Adopt Resolution 13-2016 authorizing the City Manager to extend the contract with Bureau Veritas for building inspection services on an as needed basis not to exceed $20,000 and subject to renewal June 30, 2016.

ISSUE STATEMENT AND DISCUSSION:

The current contract with Bureau Veritas provides contract services for an onsite Building Inspector on an as needed basis. Bureau Veritas is a respected leader in testing, inspection and certification services. They have successfully provided Colfax with the services of John Brownlee, who has 20+ years of inspection experience in the Sierra foothills region. Mr. Brownlee is conducting building and site inspections as they are required and providing much needed updating to the Building Department systems. The position is also available for code enforcement and nuisance abatement work. Recently, the City has utilized Mr. Brownlee's expertise on code enforcement issues. The Bureau Veritas current contract requires approval from City Council to extend services on an ongoing, as needed basis beyond April 2016. The contract services are under review and recommendations for changes, if any, will be made in conjunction with the upcoming Council budget discussions. Funding is through the General Fund with revenue available with the City's increasing building permit activity.

ATTACHMENTS:

1. Resolution 13-2016
2. Bureau Veritas Contract Extension
3. Bureau Veritas Contract

City of Colfax
City Council

Resolution № 13-2016

AUTHORIZING THE CITY MANAGER TO EXTEND THE CONTRACT WITH BUREAU VERITAS FOR BUILDING INSPECTION SERVICES ON AN AS NEEDED BASIS, NOT TO EXCEED $20,000

Whereas, the City of Colfax needs the services of a Building inspector on an on-call basis; and

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

Whereas, Bureau Veritas has successfully provided the services of John Brownlee who has over twenty year of experience as a building inspector and current inspection certifications; and,

Whereas, THE Bureau Veritas initial contract has been fulfilled, and the City is need of extending the contract through June 30, 2016,

Now, Therefore, Be It Resolved and Declared by the City Council of the City of Colfax, that the City Manager authorized to extend the contract with Bureau Veritas for Building Inspection services on an as needed basis, not-to-exceed an additional $20, 000.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the 13th day of April, 2016 by the following vote of the Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Tom Parnham, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

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

This First Amendment to the Consultant Services Agreement ("First Amendment") dated April 13, 2016 is entered into by and between the City of Colfax ("City") and Bureau Veritas ("Consultant").

City and Consultant entered into that certain Consultant Services Agreement dated July 10, 2015 ("Agreement"), whereby Consultant agreed to provide those services specified in the exhibits of the Agreement.

City and Consultant now desire to amend the Agreement to extend the as needed contract through June 30, 2016 with, as provided in the approved Agreement authorized by the City Council with a not to exceed limit increase of $20,000 (total $70,000).

Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

CITY OF COLFAX		BUREAU VERITAS	
	_____		_____
Signature	_____	Signature	_____
Printed Name	_____	Printed Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

Approved as to Form:

_____
City Attorney

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this 10th day of July, 2015 by and between the City of Colfax, a municipal corporation of the State of California ("City") and Bureau Veritas No. America ("Consultant".)

RECITALS

A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A hereto (the "Services") subject to the terms and conditions of this Agreement.

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

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

Section 1. Services.

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

Section 2. Time of Completion.

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

Section 3. Compensation.

A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges for the Services for the month invoiced. As long as the Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant an all inclusive compensation that shall

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

B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Consultant and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits.

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

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

Section 4. Professional Ability; Standard of Quality.

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

Consultant represents that the services, findings, recommendations and/or advice provided to City will be prepared, performed, and rendered in accordance with procedures, protocols and practices ordinarily exercised by professional's in Consultant's profession for use in similar assignments, and prepared under similar conditions at the same time and locality. City acknowledges and agrees that Consultant has made no other implied or expressed representation, warranty or condition with respect to the services, findings, recommendations or advice to be provided by Consultant pursuant to this agreement.

Section 5. Indemnification.

Consultant shall hold harmless and indemnify the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that to the extent arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Consultant who are responsible to the City, or arising from the negligence or willful misconduct of the City officers, agents, employees or volunteers.

In the event liability is shared by the parties to this Agreement, each Party shall contribute in the

amount of its proportionate share for all actions, claims, liability, damages, losses, expenses or judgments. A Party's indemnification obligation including any defense obligation shall not arise until an actual finding of negligence or if the parties agree prior to an actual finding of negligence. The total aggregate liability of the Parties shall not exceed $250,000 or the amount of the total fees hereunder, whichever is greater, for negligent professional acts, or errors or omissions.

Neither Party shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

Section 6. Insurance.

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

A. Workers' Compensation Coverage. Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Consultant may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Consultant shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.

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

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

D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:

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

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

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

4. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions to the City.

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

E. Professional Liability Coverage. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than $1 million. The professional liability insurance policy shall be endorsed with a provision stating that should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions to the City.

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

G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be

declared to and approved by City.

H. Termination of Insurance. If the City receives notification that Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City after providing five (5) days written notice to Consultant may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Consultant for Services rendered under the terms of this Agreement.

Section 7. Subcontracts.

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

number of days performance of the Services is suspended.

Section 12. Termination of Services.

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

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

The Consultant may terminate this Agreement for any material failure by the City to comply with this Agreement, provided that the Consultant gives the City thirty (30) days' prior written notice of its intention to terminate for such failure and affords to the City an opportunity to cure such failure within said thirty (30) days.

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

Section 13. Independent Contractor.

Consultant shall in all respects be an independent contractor and not an employee of City. In particular, the following are specifically applicable to Consultant's performance of the Services:

A. Consultant shall receive no premium or enhanced pay for work normally understood as overtime; nor shall Consultant receive holiday pay, sick leave, administrative leave, vacation or pay for any other time not actually worked.

B. Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement.

C. From time to time during the term of this Agreement, Consultant will be unavailable to perform the Services outlined in this Agreement. Consultant will be responsible to make appropriate arrangements to ensure that no interruption to the fiscal workflow of City occurs. Times of unavailability will be negotiated between Consultant and the City Manager/Executive Director.

D. Consultant may contract to perform services for other clients or entities as long as performance of said services does not interfere or conflict with Consultant's performance of Services for the City.

E. Consultant retains exclusive control over the means and methods of performing the Services pursuant to this Agreement. Consultant shall have no established hours or schedule and shall be permitted to perform the Services according to its own schedule. The City shall have the right to maintain control over only the end product or final result of the Services, but not over how such end product or final result are achieved. The City shall not provide, and Consultant shall not receive, any training or directions from the City regarding how Consultant performs the Services pursuant to this Agreement.

F. Consultant shall supply its own instrumentalities, tools and place of performing the Services pursuant to this Agreement.

G. Consultant's compensation shall be based on the actual number of hours for which Consultant provides the Services multiplied by Consultant's hourly rate plus reimbursable expenses. The City will report Consultant's compensation for federal income tax purposes on an IRS Form 1099-Misc. The City shall not withhold any federal income tax, FICA or Medicare nor any California personal income tax (CAPIT), SDI, SUI, ETT or similar withholdings from Consultant's compensation. Consultant shall be solely responsible for paying all self employment and similar taxes from Consultant's compensation under this Agreement.

H. Consultant shall not be eligible for coverage under the City's Workers Compensation or similar insurance coverage.

Section 14. Ownership of Documents.

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

Section 15. Changes and/or Extra Work.

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

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

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

B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the

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

C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.

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

Section 19. Severability.

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

Section 20. Entire Agreement; Amendment.

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

Section 21. Time of the Essence.

Time is of the essence in the performance of the Services. The Consultant will perform its Services with due and reasonable diligence consistent with sound professional practices and shall devote such time to the performance of the Services as may be necessary for their timely completion. However, Consultant is not responsible for delays caused by City or beyond Consultant's reasonable control.

Section 22. Written Notification.

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

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

If to Consultant:

Section 23. Execution.

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

Section 24. Successors. This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

Section 25. Attorney's Fees. If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

Section 26. Non-Solicitation of Employees. To promote an optimum working relationship, the Parties agrees in good faith not to directly or indirectly employ or otherwise engage any employee or any person employed by the other Party within the prior six month period without the prior written consent of the Party. This restriction shall apply during the term of and for a period of one (1) year after the termination of this Agreement. The Parties further agrees that loss of any such employee would involve considerable financial loss of an amount that could not be readily established. Therefore, in the event that a Party should breach this provision and without limiting any other remedy that may be available the breaching Party shall pay a sum equal to the employee's current annual salary plus 12 additional months of the employee's current annual salary for training of a new employee as liquidated damages.

Section 27. Force Majeure. If the performance of this Agreement or of any obligation hereunder, except payment of monies due, is prevented, restricted or interfered with by reason of fire, or other casualty or accident; inability to procure raw materials, power or supplies; hurricanes, earthquakes,

floods or any act of God; war or other violence; any law/order, proclamation, regulation, ordinance, demand or requirement of any governmental agency or intergovernmental body; or any other act or condition whatsoever beyond the reasonable control of the parties hereto, the party so affected, upon giving notice to the other party within fifteen (15) calendar days, shall be excused by such performance during and to the extent of such prevention, restrictions or interference.

Section 28. Beneficiaries. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the City and the Consultant. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the City and the Consultant that any such person or entity receiving services or benefits under this agreement shall be deemed an incidental beneficiary.

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

CITY

Signature

Printed Name MARK MILLER

Title CITY MANAGER

Date 7/10/15

CONSULTANT

Signature

Printed Name MICHAEL VIEIRA

Title DIRECTOR of OPERATIONS

Date 7/10/2015

APPROVED AS TO FORM:

City Attorney

Exhibit A
Scope of Work

Plan Review

When notified by the jurisdiction, Bureau Veritas North America, Inc. (BVNA) shall perform plan review services. Plan review services shall consist of the review of plans and documents for compliance with jurisdiction adopted or enforced codes and regulations. Plan review services will be provided in accordance with accepted standards of practice for governmental plan review and in conformance with the policies, procedures, interpretations, and practices of the jurisdiction.

Plan review services covered under this agreement will be performed in the offices of BVNA, unless otherwise authorized by the jurisdiction. Plan review can be provided as full review, partial review, or discipline specific, as requested by the jurisdiction for each project.

Plan review services may include the review of:

Non-structural fire and life safety plans examination
Structural plans examination
Electrical, mechanical, & plumbing code plans examination
Disabled access code plans examination
Green building code plans examination
Energy code plans examination
Fire sprinkler and alarm plans examination
Fire code compliance

Plan review services shall be identified in the project task order and corresponding rate schedule. Additional services can be negotiated between BVNA and the jurisdiction, if needed. If corrections are required, BVNA will prepare comment or correction letters. The correction letter shall describe each required correction or addition, and reference the applicable code section. Letters will be distributed as directed by the jurisdiction.

If plans are recommended for approval, BVNA shall transmit to the jurisdiction the required number of sets of plans and associated documents with the plans stamped "Reviewed for Code Compliance" to indicate that the plans have been reviewed by BVNA and found to be in substantial compliance with applicable codes.

Typical turnaround times for building plan review are as follows:

	Initial Check (working days)	Recheck (working days)	Expedited Initial Review	Expedited Recheck
Commercial TI	10	7	7	5
Residential addition and/or accessory	10	7	7	5

building				
New Residential	15	10	10	7
New Commercial	15	10	10	7
Complex, large, or unusual project	*	*	*	*

**Turnaround times for unusually complex or large projects can be negotiated*

Electronic Plan Review

At the request of the jurisdiction, BVNA can provide electronic plan reviews. BVNA can utilize the system preferred by the jurisdiction, or can provide electronic review simply using PDF software.

Third Party Review

This is an optional method to accomplish the plan review for applicants that desire preliminary plan reviews or have expediting needs due to project time constraints.

This method allows the designer to work with plan review staff early in the design process to avoid code problems that could lead to extensive redesign of completed plans. It also allows the permit applicant to pay for review services directly to BVNA, independent of the normal jurisdiction plan review fee.

With approval of the Building Official, BVNA can provide third-party plan reviews/inspections. BVNA shall be solely responsible for the collection of any third-party fees.

Inspection Services

When notified by the jurisdiction, Bureau Veritas North America, Inc. (BVNA) shall perform site inspection services to verify substantial compliance with approved plans and jurisdiction adopted codes and regulations. Inspection services will be provided in accordance with accepted standards of practice for governmental inspection and in conformance with the policies, procedures, interpretations, and practices of the jurisdiction.

Inspection services may include the following elements:

- Non-structural fire and life safety
- Structural
- Electrical, mechanical, & plumbing
- Disabled access
- Green building
- Energy
- Fire sprinkler and alarm

- Fire code compliance

Inspection services can be provided on a full-time, part-time, or as-needed basis in accordance with the requirements of the jurisdiction. Building Inspectors provided by Bureau Veritas North America, Inc. shall perform the following services:

- Become familiar with approved project plans and documents prior to inspection.
- Conduct site inspection using safe work practices.
- Identify areas of non-compliance.
- Prepare correction notice and/or discuss non-complying items and solutions with jobsite superintendent.
- For serious violations, notify Building Official and issue stop work notice in accordance with jurisdiction policies and procedures.
- Provide reinspections as necessary to address non-complying items.
- Provide inspection records in accordance with jurisdiction policies and procedures.
- When requested by the jurisdiction, coordinate inspections with fire, health, and other government agencies, as applicable to the project.

Permit Technician Services

When notified by the jurisdiction, Bureau Veritas North America, Inc. (BVNA) shall provide on-site permit technician services. Permit technician services will be provided in accordance with the policies, procedures, and practices of the jurisdiction.

Permit technician services may include:

Interface with the public, internal staff, and related departments
Review permit applications for completeness
Accept, login, and route plans
Calculate and/or collect fees
Issue permits
When authorized, review and issue counter permits
Maintain permit records
Use jurisdiction permitting programs and/or software, where applicable

Schedule of Fees

BVNA proposes to provide inspection services on an as-needed basis for the City of Colfax. A minimum of 4 hours per day will apply, plus jobsite mileage utilizing employee or company owned vehicles.

Hourly rates for project personnel are outlined below:

Staff Level Classifications	Hourly Billing Rate
Senior / Structural Plan Check Engineer	$140
M/E/P Plan Check Engineer	$125
Senior Plans Examiner	$110
Plans Examiner	$105
Supervising Inspector	$95
Building Inspector	$85
Permit Technician	$65
Fire Marshal	$140
Fire Protection Engineer/Plans Examiner	$120
Senior Fire Inspector	$110
Fire Inspector	$90

SCHEDULE OF RATES: The rates include the cost of employee salaries plus sick leave, vacation, holiday and other fringe benefits. The rates include indirect overhead costs and fee (profit). Fees listed above include regular hourly labor rates. All Employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 1-1/2 times salary for overtime hours as per State and Federal wage and hour laws. No overtime will be charged without prior consent.

REIMBURSABLE RATES: Reimbursement for employee-owned vehicles used in connection with the work will be at the current IRS rate.

This rate schedule is valid for the first contract year and is subject to annual review and adjustment with the approval of the City.

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 13, 2016 COUNCIL MEETING

FROM: Mark Miller, City Manager

PREPARED BY: Amy Feagans, Planning Director

DATE: April 5, 2016

SUBJECT: Parcel Map for Pinetop Estates (#TPM-03-13) for the purpose of subdividing an existing 34.7 acre parcel into four lots

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

RECOMMENDED ACTION: Adopt Resolution № 14-2016 approving the final Parcel Map for the Pinetop Estates Development Project.

PROJECT SUMMARY:

Project Title:	Pinetop Estates (#TPM-03-13) Vesting Parcel Map
Applicant:	Dave Cook, RCH Group
Owner:	Eric R. Stauss/Pinetop Properties, LLC
Project Location:	Iowa Hill Road & Grandview Way, Colfax, CA
Land Use (existing):	Vacant
Assessor's Parcel No:	101-170-013-000
Zoning District:	RM-1 and R-1-10
GP Designation:	Medium Density Residential

PROJECT DESCRIPTION / BACKGOUND:

The Vesting Tentative Parcel Map for Pinetop Estates (Attachment 2) was approved by the Planning Commission on May 28, 2014. This original layout created four parcels all fronting on Iowa Hill Road. In December 2015, the applicant submitted request for a Finding of Substantial Conformance along with a revised layout indicating access for three of the four parcels from a new private street that would be built as part of project development. Staff was able to find this revision to be in substantial conformance with the approved parcel map as no new parcels were created and the new layout addresses Placer County's concerns regarding access to Iowa Hill Road. Therefore no additional action was required by the Planning Commission/City Council and a Substantial Conformance letter was issued to the applicant by the City (Attachment 3). On April 5, 2016, at the request of the Applicant, City staff made a second Finding of Substantial Conformance for additional modifications comprised of moving the access road further west for improved line of sight, and proposed modifications to Conditions of Approval Nos. 9, 27, and 36 related to the timing of recordation of drainage and landscape maintenance agreements (specifically, prior to conveyance of the first parcel to a third party rather than concurrent with the recordation of the Parcel

Map as previously drafted). This Final Parcel Map will result in four parcels ranging from 1.65 acres to 18 acres, one parcel with access to Iowa Hill Road, and the three modified conditions. Staff supported this request with a second Substantial Conformance Letter (Attachment 4). The proposed Final Parcel Map (Attachment 5) complies with all the conditions of approval and substantial conformance findings of the vesting tentative parcel map.

SURROUNDING LAND USES AND SETTING:

The subject vacant parcel is located on the corner of Iowa Hill Road and Grandview Way in Colfax. The property is bordered by residential apartments to the northwest, commercial uses to the west/southwest, and residential uses to the north, east and south. The subject parcel is bordered by Placer County property on all sides except the western boundary, which is Colfax property. The frontage road to the North (Iowa Hill Road) is a County-owned public road. The frontage road to the East (Grandview Way) is a private road located in the County.

PROJECT ANALYSIS:

The subject site has an approved vesting tentative parcel map and confers a vested right for the owner to proceed with development in substantial compliance with the ordinances, policies and standards in effect as of the date of approval, as described in Government Code Section 66474.2. These rights would expire one year after the recording date of the final map-parcel map.

Project Review by City Departments
The final parcel map has been reviewed by the appropriate City departments, and, pursuant to the Findings of Substantial Conformance, it has been determined that all conditions have been met.

Prior City Approvals
On May 28, 2014 the Planning Commission adopted the Negative Declaration, and approved the vesting tentative parcel map.

STAFF RECOMMENDATION:

The Planning Department recommends the City Council approve the Final Parcel Map for Pinetop Estates (#TPM-03-13) for the purpose of subdividing an existing 34.7 acre parcel into four lots, accept on behalf of the public the Fire Road Easement and Emergency Access Easement, and reject at this time the Irrevocable Offers of Dedication for Landscape and Drainage Easements.

A Resolution is attached for City Council Action.

ATTACHMENTS:

1. Resolution 14-2016 Approving the Final Parcel Map for the Pinetop Estates
2. Approved Vesting Tentative Parcel Map
3. Proposed Final Parcel Map
4. Finding of Substantial Conformance letter dated December 29, 2015
5. 2nd Finding of Substantial Conformance letter dated April 5, 2016

City of Colfax
City Council

Resolution № 14-2016

APPROVING THE FINAL PARCEL MAP FOR THE PINETOP ESTATES DEVELOPMENT PROJECT

WHEREAS, the RCH Group, on behalf of the property owner, hereby submits to the City Council a proposed final parcel map for the Pinetop Estates development; and

WHEREAS, the vesting tentative map was approved by the Planning Commission on May 28, 2014; and

WHEREAS, after approval of the vesting tentative map, findings of substantial conformance for the map, and for three of the conditions of approval were approved by the Planning Director; and

WHEREAS, City staff has reviewed the final parcel map and found it consistent with the vesting tentative map, conditions of approval, and the Subdivision Map Act.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Colfax does hereby accept and approve the map, easements and all offers of dedication as shown on the approved map.

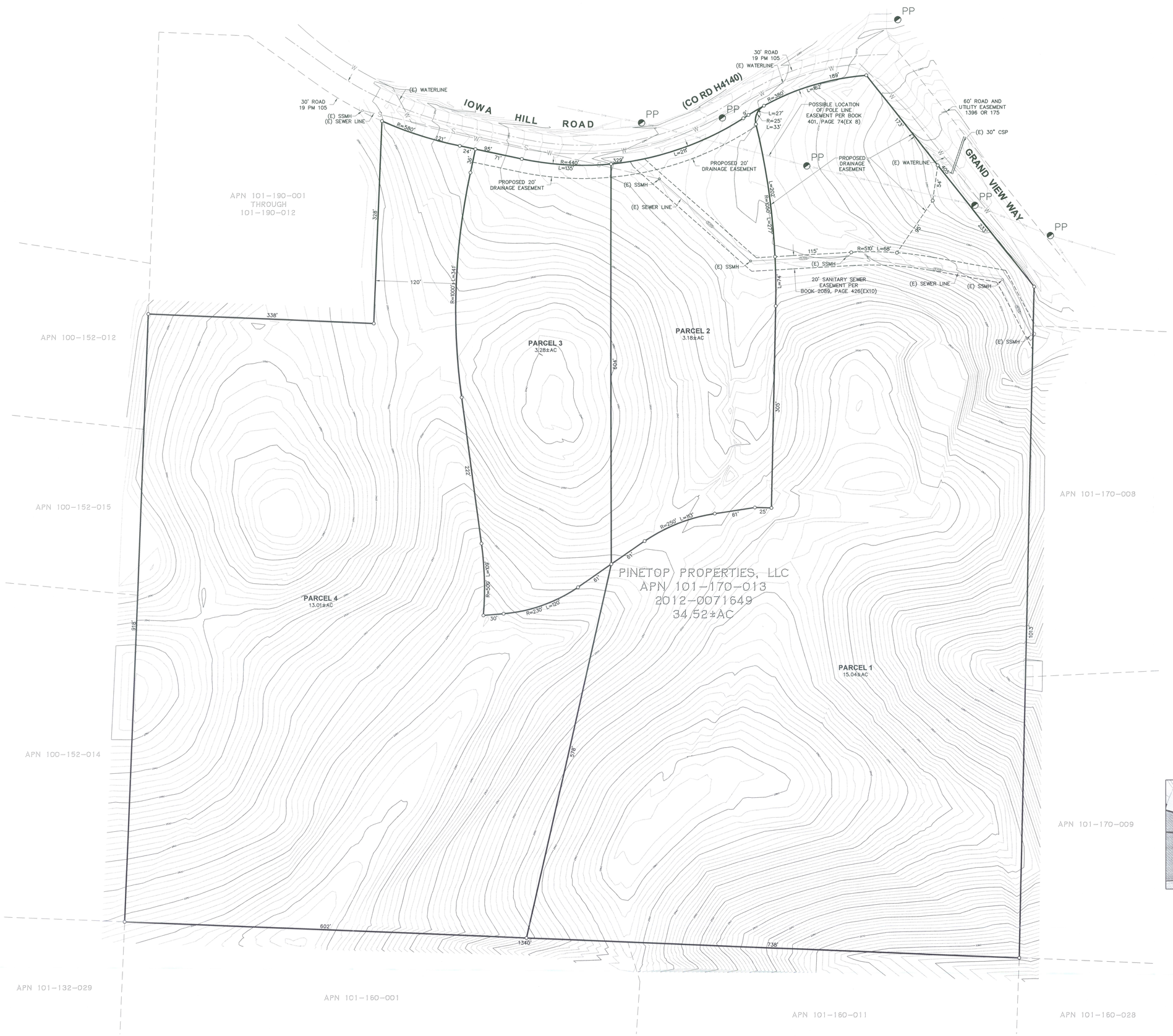
PASSED AND ADOPTED by the City Council of the City of Colfax on this 13th day of April, 2016 by the following vote:

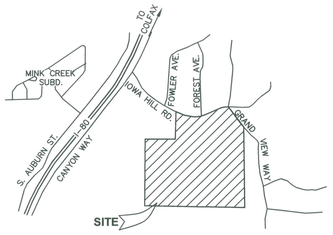
AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Tom Parnham, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk





VICINITY MAP
NTS

PROPERTY PROFILE

APN:	101-170-013
RECORD OWNER:	PINETOP PROPERTIES, LLC
PARCEL AREA:	35.9±ACRES
ZONING:	R1-10 (SINGLE FAMILY 10,00SF MIN 2.25DU/AC) RM-1 (MULTI-FAMILY RESIDENTIAL)
GENERAL PLAN DESIGNATION:	MEDIUM HIGH DENSITY RESIDENTIAL
WATER:	PCWA
SEWAGE DISPOSAL:	CITY OF COLFAX
FIRE PROTECTION:	CITY OF COLFAX/CALFIRE
ELECTRICITY:	PG&E
TELEPHONE:	VERIZON
SCHOOL DISTRICTS:	COLFAX ELEMENTARY SCHOOL DIST. PLACER UNION HIGH SCHOOL DIST.

OWNER/DEVELOPER

PINETOP PROPERTIES, LLC
9724 WEDGEWOOD PLACE
GRANITE BAY, CA 95746
(916) 802-8052

SURVEYOR

ANDREGG GEOMATICS
11661 BLOCKER DRIVE, SUITE 200
AUBURN, CA 95603
(530) 885-7072
C/O: BEN BARDAKJIAN

SLOPE RESTRICTIONS

SITE CONDITIONS ARE AT 30% SLOPE ORDINANCE SEE PREVIOUS COLFAX PINES MAJOR SUBDIVISION REPORT REGARDING SLOPE RESTRICTIONS.

TREE ORDINANCE

SITE TREE SURVEY ON FILE WITH PREVIOUS COLFAX PINES MAJOR SUBDIVISION REPORT REGARDING TREE RESTRICTIONS.

PRELIMINARY GRADING PLAN

NO SITE GRADING IS PROPOSED WITHIN THIS MINOR SUBDIVISION. SEE PREVIOUS COLFAX PINES MAJOR SUBDIVISION REPORT FOR GRADING PLAN.

NOTE

NO EXISTING BUILDINGS ON SITE.

TITLE REPORT NOTES :

NORTH AMERICAN TITLE COMPANY PRELIMINARY REPORT – ORDER NO. 54801-1246214-13, DATED JUNE 11, 2013.

EASEMENT EXCEPTIONS:

6. AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES, RECORDED SPETEMBER 17, 1883 IN BOOK NN OF DEEDS, PAGE 13. (NOT LOCATABLE)

7. AN EASEMENT FOR POLES WIRES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 29, 1922 IN BOOK 202 OF DEEDS, PAGE 57. (NOT LOCATABLE)

8. AN EASEMENT FOR A SINGLE LINE OF POLES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 05, 1939 AS BOOK 401, PAGE 74 OF OFFICIAL RECORDS. (NOT LOCATABLE)

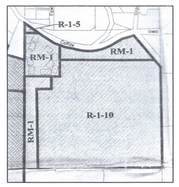
9. AN EASEMENT FOR PG&E POLE LINES AND INCIDENTAL PURPOSES RECORDED FEBRUARY 6, 1973 AS BOOK 1471, PAGE 241 OF OFFICIAL RECORDS. (DOES NOT AFFECT)

10. AN EASEMENT FOR A WASTEWATER INTERCEPTOR LINE, AND A TEMPORARY CONSTRUCTION EASEMENT TO INSTALL THE SAME AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 27, 1979 AS BOOK 2089, PAGE 426 OF OFFICIAL RECORDS. (PLOTTED)

WE THE UNDERSIGNED AGREE TO THE FILING OF THIS MAP AND AGREE TO COMPLY WITH THE PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND TITLE 16, CHAPTER 16.04-16.84 OF THE COLFAX MUNICIPAL CODE AS THEY APPLY TO THE PROCESSING AND APPROVAL OF THIS MAP.

PINETOP PROPERTIES, LLC,
BY MONARCH MINE INVESTMENTS, LLC,
BY ERIC STATUSS. MANAGER/MEMBER

10-25-2013
DATE



ZONING DETAIL

SCALE: 1"=50'
0 25 50 100 150

VESTING TENTATIVE PARCEL MAP
PINETOP ESTATES

A PORTION OF
SECTION 2, T.14 N., R.9 E., M.D.M.
CITY OF COLFAX
PLACER COUNTY, CALIFORNIA
SCALE: 1"=50' OCTOBER 15, 2013

ANDREGG GEOMATICS
www.andregg.com
800-400-7072

X:\C3D\14344\dwg\14344EX-TentMap.dwg

PREPARED AT THE REQUEST OF:
ERIC STAUSS

DATE OF AERIAL PHOTOGRAPHY:
5/10/12

BOUNDARY SHOWN HEREON BASED ON
BOOK 19 OF PARCEL MAPS AT PAGE 105

HORIZONTAL DATUM:
LOCAL GROUND COORDINATES

VERTICAL DATUM:
NGVD29 BASED ON USGS BM "70 WR 1947" ELEV.= 2028.996

X:\C3D\14344\dwg\14344EX-TentMap.dwg, 10/15/13 03:21:06pm, Parker

PARCEL MAP

PINETOP ESTATES

REMAINDER PARCEL, 19 P.M. 105
A PORTION OF THE SOUTHWEST 1/4
OF SECTION 2, T.14N., R.9E. M.D.M.
CITY OF COLFAX, PLACER COUNTY, CALIFORNIA
MARCH 2016

CENTERPOINT ENGINEERING, INC.
1217 PLEASANT GROVE BLVD., SUITE 130
ROSEVILLE, CALIFORNIA 95678

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN, THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION; THAT THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP; THAT THE EASEMENTS FOR AND AREAS APPURTENANT TO PARCELS DEPICTED ON THIS MAP WILL BE CONVEYED AS SHOWN HEREON; AND THAT THEY HEREBY IRREVOCABLY OFFER FOR DEDICATION TO THE CITY OF COLFAX, THE FOLLOWING DESCRIBED REAL PROPERTY AS EASEMENTS FOR PUBLIC PURPOSES:

A. LANDSCAPE EASEMENT ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SO DESIGNATED FOR THE PURPOSE OF PLANTING AND MAINTAINING TREES AND PLANTS.

B. EMERGENCY ACCESS EASEMENT THROUGH AND OVER THE AREAS SO DESIGNATED ARE FOR USE BY PUBLIC, COUNTY, STATE AGENCIES OR THEIR AGENTS AND THEIR VEHICLES IN RESPONSE TO LAW ENFORCEMENT, FIRE, MEDICAL OR EMERGENCIES CAUSED BY NATURAL DISASTER.

C. FIRE ROAD EASEMENT THROUGH AND OVER THE AREAS SO DESIGNATED ARE FOR USE BY COLFAX CITY FIRE DEPARTMENT, CAL FIRE, OR THEIR AGENTS, AND THEIR VEHICLES IN RESPONSE TO FIRE EMERGENCIES.

END OF PUBLIC DEDICATIONS

D. PRIVATE DRAINAGE EASEMENT FOR THE BENEFIT OF PARCEL 2 FOR DRAINAGE PURPOSES AND USES APPURTENANT THERETO, INCLUDING, OPEN DRAINAGE CHANNEL, UPON, OVER, UNDER AND ACROSS THOSE AREAS SO DESIGNATED.

END OF **PRIVATE** DEDICATIONS

PINETOP PROPERTIES, LLC
BY: MONARCH MINE INVESTMENTS LLC, MANAGER/MEMBER
BY: ERIC R. STAUSS, MANAGER/MEMBER

BY: _____

PRINT: _____

TITLE: _____

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____, 2016, BEFORE ME,_____,

PERSONALLY APPEARED,_____,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC, STATE OF CALIFORNIA

_____
PRINTED NAME

MY PRINCIPAL COUNTY OF BUSINESS IS: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NUMBER IS: _____

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PINETOP PROPERTIES, LLC, IN MARCH 2015. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY; THAT ALL MONUMENTS ARE OF THE CHARACTER, AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2016, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____ _____
MICHAEL C. HANSEN, L.S. 6947 DATE
EXPIRES 9-30-17

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

_____ _____
CHRISTINE M JOHNSON, LS 6596 DATE
CITY SURVEYOR, CITY OF COLFAX
LICENSE EXPIRES DATE: 12/31/2017

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THIS PARCEL MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

_____ _____
CITY ENGINEER DATE

LICENSE EXPIRES DATE: _____

CITY CLERK'S STATEMENT:

I, LORRAINE CASSIDY, CITY CLERK OF THE CITY OF COLFAX, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF COLFAX DID, ON THE _____ DAY OF _____, 2016, APPROVE THIS PARCEL MAP, AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE FIRE ROAD EASEMENT AND EMERGENCY ACCESS EASEMENT OFFERED HEREON FOR DEDICATION FOR PUBLIC USE IN CONFORMANCE WITH THE TERMS OF DEDICATION.

THE CITY COUNCIL REJECTS AT THIS TIME, ON BEHALF OF THE PUBLIC, THE IRREVOCABLE OFFERS OF DEDICATION FOR THE LANDSCAPE AND DRAINAGE EASEMENTS OFFERED HEREON BUT RESERVES THE RIGHT TO ACCEPT SAID IRREVOCABLE OFFER OF DEDICATION AT A LATER DATE.

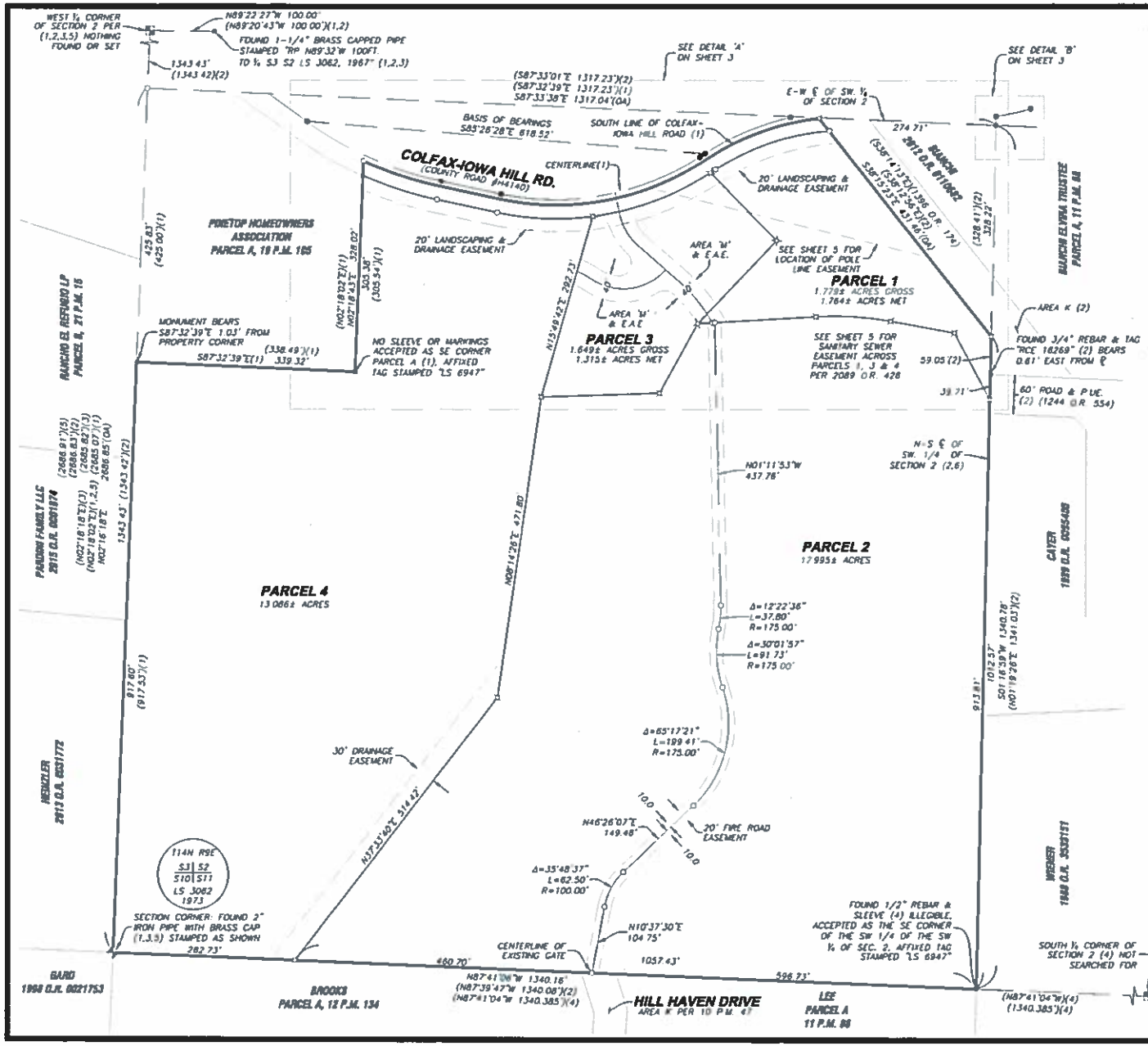
_____ _____
LORRAINE CASSIDY DATE
CITY CLERK, CITY OF COLFAX

RECORDER'S STATEMENT:

ACCEPTED FOR RECORDATION AND FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT THE REQUEST OF CENTERPOINT ENGINEERING AT _____ MINUTES AFTER _____ O'CLOCK ___M ON THE _____ DAY OF _____ 2016, AND RECORDED IN BOOK _____ OF MAPS, AT PAGE _____.

FILE NO. _____ JIM McCAULEY
COUNTY RECORDER OF PLACER COUNTY

FEE: _____ BY: _____
DEPUTY



LEGEND: (ALL PIPE SIZES ARE INSIDE DIAMETER)

- ○ DIMENSION POINT
- ● FOUND RAILROAD SPIKE PER (1) UNLESS OTHERWISE NOTED
- FOUND MONUMENT AS NOTED
- FOUND 3/4" REBAR WITH COPPER COLLAR STAMPED "RCE 31871" PER 19 P.M. 105
- SET RAILROAD SPIKE STAMPED "LS 6947"
- SET 3/4"X24" IRON PIPE WITH PLASTIC CAP "LS 6947"
- E.A.E. EMERGENCY ACCESS EASEMENT
- ℄ PROPERTY LINE
- (R) RADIAL BEARING
- (OA) OVERALL DISTANCE
- (1) RECORD PER BOOK 19 OF PARCEL MAPS, PAGE 105
- (2) RECORD PER BOOK 11 OF PARCEL MAPS, PAGE 88
- (3) RECORD PER BOOK 3 OF PARCEL MAPS, PAGE 95
- (4) RECORD PER BOOK 4 OF SURVEYS, PAGE 33
- (5) RECORD PER BOOK 8 OF SURVEYS, PAGE 158
- (6) RECORD PER BOOK 28 OF PARCEL MAPS, PAGE 127

BASIS OF BEARINGS:

THE LINE BETWEEN THE FOUND CENTERLINE MONUMENTS OF COLFAX-IOWA HILL ROAD AS SHOWN ON THE PARCEL MAP FILED IN BOOK 19 OF PARCEL MAPS, AT PAGE 105, OF PLACER COUNTY RECORDS. THE BEARING OF WHICH IS CALCULATED AS SOUTH 85°28'28" EAST.

GENERAL NOTES:

1. SOURCE OF METES AND BOUNDS. DOC. NO. 2012-0071649
2. ALL DISTANCES SHOWN ARE MEASURED, UNLESS OTHERWISE NOTED
3. THE TOTAL AREA FOR THIS SUBDIVISION IS 34.811 ACRES.
4. DUE TO ROUNDING, THE OVERALL LENGTH OF A LINE WILL NOT ALWAYS EQUAL THE SUM OF THE PARTIAL LINE SEGMENTS.
5. THE FOLLOWING EASEMENT MAY AFFECT THIS PROPERTY BUT CANNOT BE LOCATED FROM RECORD INFORMATION. ROAD EASEMENT PER BOOK NN OF DEEDS PAGE 13.
6. THE LOCATION OF THE 20' SEWER EASEMENT PER 2089 O.R. 426 WAS DETERMINED BY BOTH THE LEGAL DESCRIPTION AND THE EXISTING SEWER MANHOLES.
7. A RECIPROCAL STORM DRAINAGE MAINTENANCE AGREEMENT SHALL BE RECORDED AGAINST PARCELS 1, 2, 3 AND 4 FOR THE OPERATION AND MAINTENANCE OF STORM DRAINAGE AND STORM WATER RUN-OFF ASSOCIATED WITH THE PARCELS, CONCURRENT WITH THE SALE OF EACH PARCEL.
8. AREA 'W' IS A 40' FOOT WIDE EASEMENT FOR PRIVATE ACCESS AND UTILITY PURPOSES AND IS APPURTENANT TO PARCELS 1, 2, AND 4

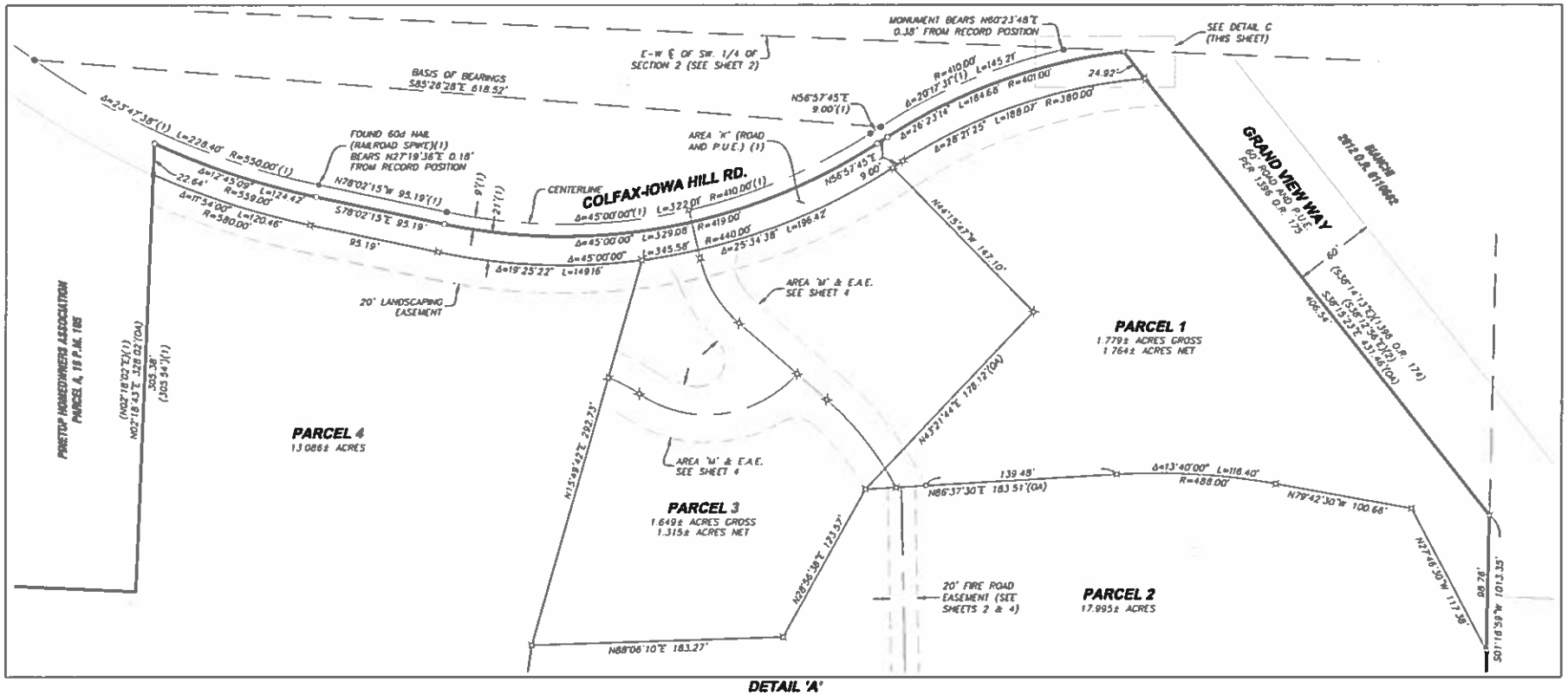
PARCEL MAP

PINETOP ESTATES

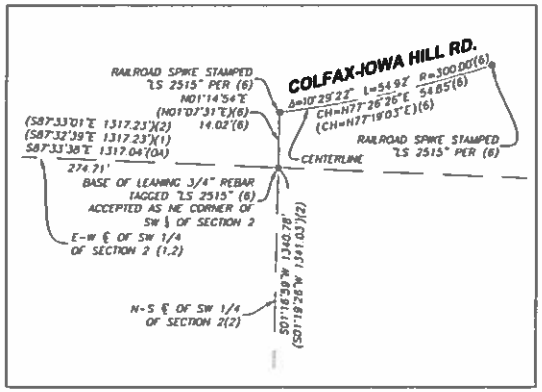
REMAINDER PARCEL, 19 P.M. 105
A PORTION OF THE SOUTHWEST 1/4
OF SECTION 2, T.14N., R.9E. M.D.M.
CITY OF COLFAX, PLACER COUNTY, CALIFORNIA
MARCH 2016

CENTERPOINT ENGINEERING, INC.
1217 PLEASANT GROVE BLVD., SUITE 130
ROSEVILLE, CALIFORNIA 95678

SHEET 2 OF 5

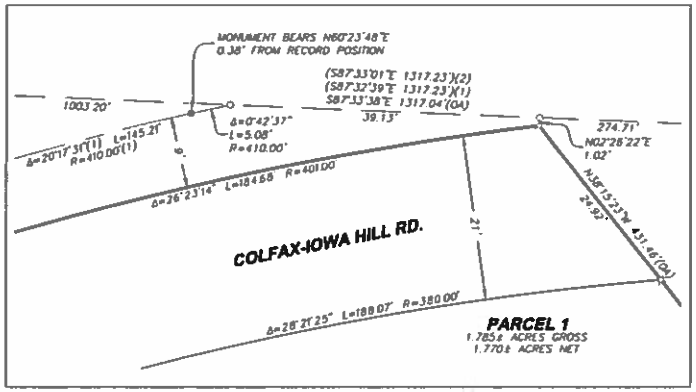


DETAIL 'A'
1" = 50'



DETAIL 'B'
1" = 20'

SCALE N AS NOTED



DETAIL 'C'
1" = 10'

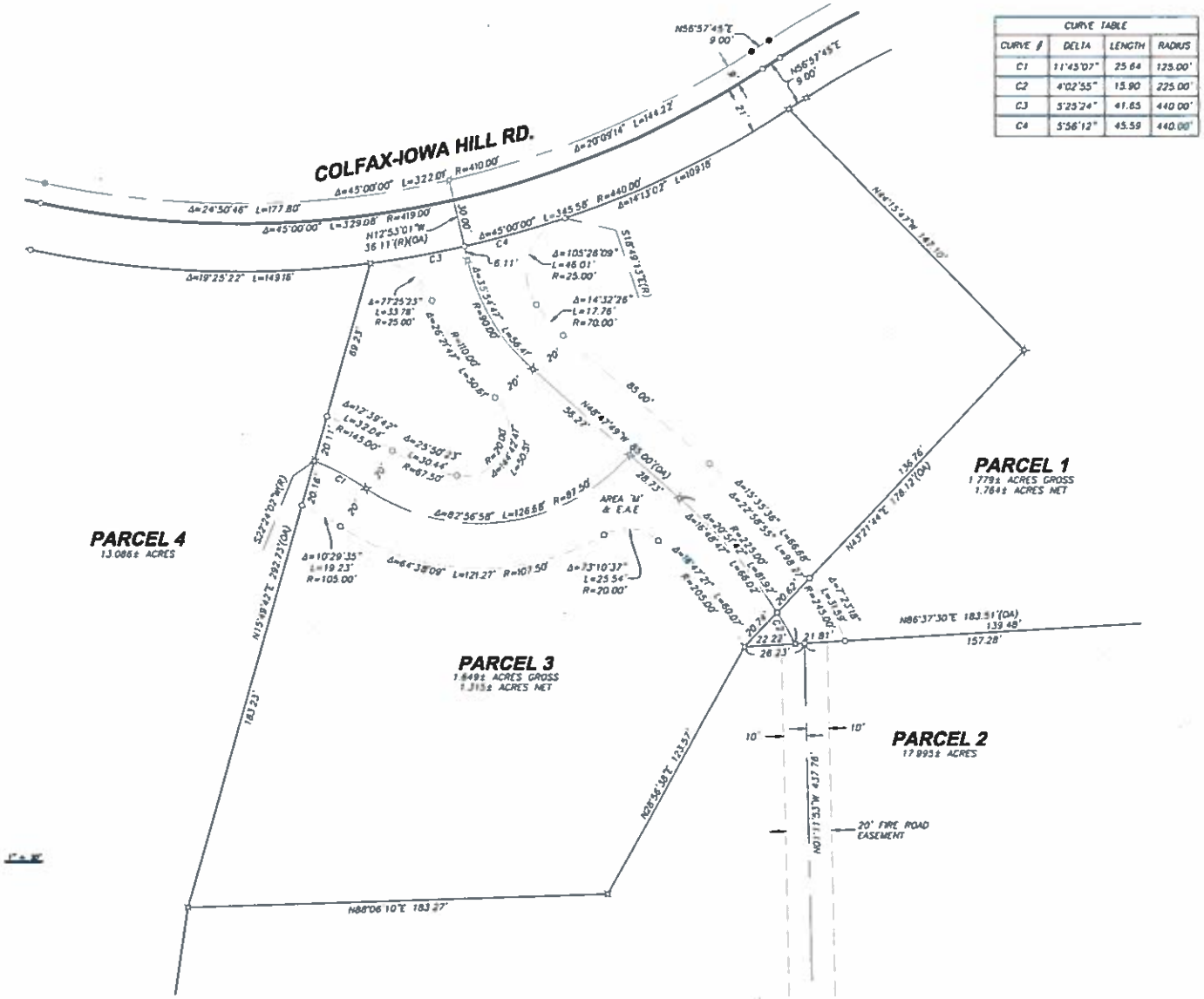
PARCEL MAP

PINETOP ESTATES

REMAINDER PARCEL, 19 P.M. 105
A PORTION OF THE SOUTHWEST 1/4
OF SECTION 2, T.14N., R.9E. M.D.M.
CITY OF COLFAX, PLACER COUNTY, CALIFORNIA
MARCH 2016

CENTERPOINT ENGINEERING, INC.
1217 PLEASANT GROVE BLVD., SUITE 130
ROSEVILLE, CALIFORNIA 95678

SHEET 3 OF 5



CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C1	11°43'07"	25.64	125.00'
C2	4°02'55"	15.90	225.00'
C3	5°23'24"	41.65	440.00'
C4	5°56'12"	45.59	440.00'

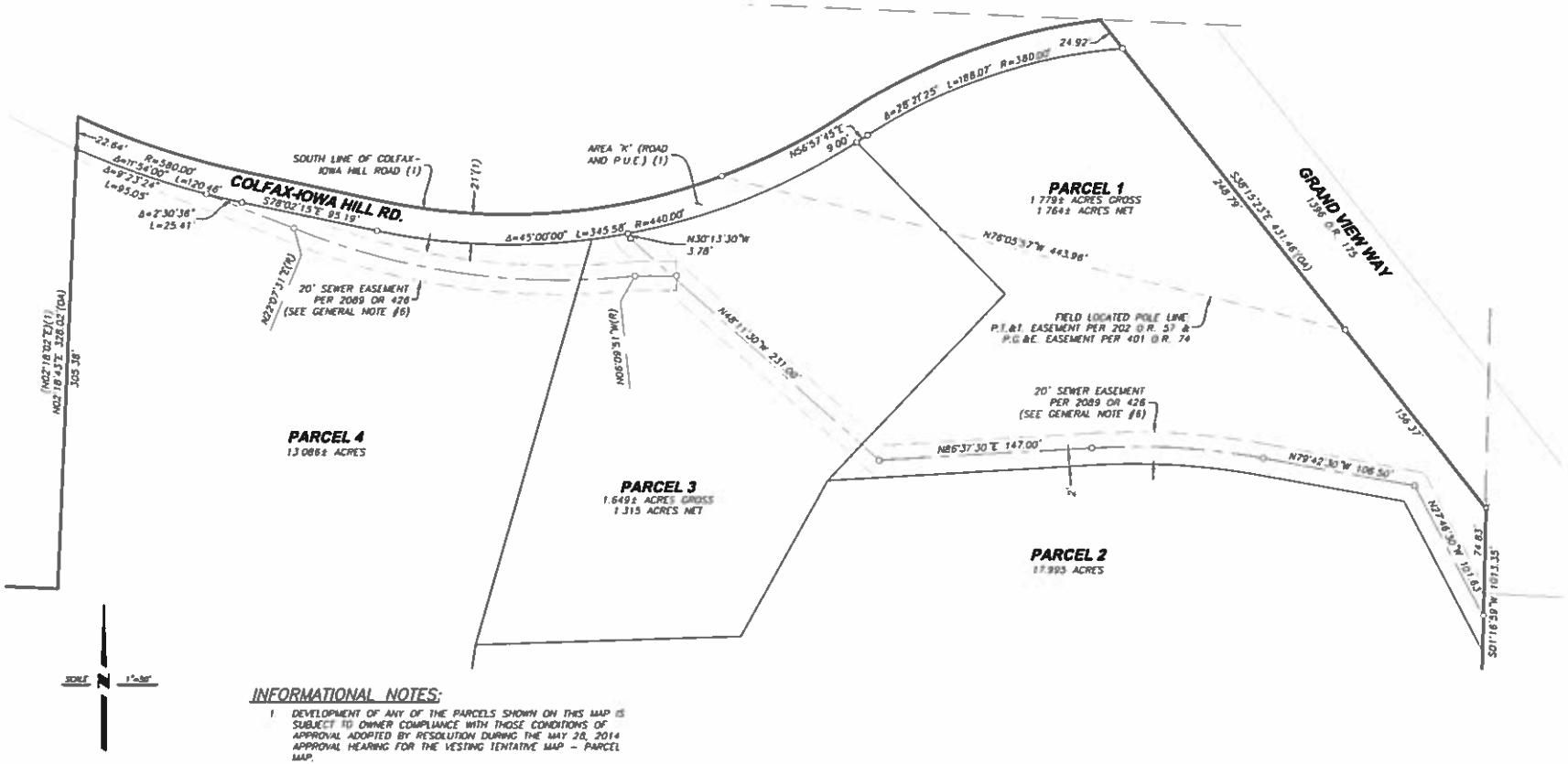
PARCEL MAP

PINETOP ESTATES

REMAINDER PARCEL, 19 P.M. 105
A PORTION OF THE SOUTHWEST 1/4
OF SECTION 2, T.14N., R.9E. M.D.M.
CITY OF COLFAX, PLACER COUNTY, CALIFORNIA
MARCH 2016

CENTERPOINT ENGINEERING, INC.
1217 PLEASANT GROVE BLVD., SUITE 130
ROSEVILLE, CALIFORNIA 95678

SHEET 4 OF 5



INFORMATIONAL NOTES:

1. DEVELOPMENT OF ANY OF THE PARCELS SHOWN ON THIS MAP IS SUBJECT TO OWNER COMPLIANCE WITH THOSE CONDITIONS OF APPROVAL ADOPTED BY RESOLUTION DURING THE MAY 28, 2014 APPROVAL HEARING FOR THE VESTING TENTATIVE MAP – PARCEL MAP.
2. NO WORK SHALL BE PERFORMED ON ANY PARCEL WITHOUT FIRST CHECKING WITH THE CITY OF COLFAX AND HAVING AN APPROVED GRADING OR BUILDING PERMIT FOR THE RESPECTIVE LOT BY THE CITY.
3. CONNECTION TO THE PUBLIC WATER IS NOT GUARANTEED AND IS SUBJECT TO THE AVAILABILITY OF CAPACITY AND AGENCY REQUIREMENTS AT THE TIME OF BUILDING PERMIT APPLICATION.
4. NO BUILDING IS PROPOSED WITH THIS MINOR SUBDIVISION DEVELOPMENT OF THE PARCELS IS SUBJECT TO THE COLFAX SUBDIVISION ORDINANCE, TITLE 18.
5. THE LOCATION OF THE FIRE ROAD EASEMENT MAY BE REVISED SUBSEQUENT TO THE RECORDING OF THE PARCEL MAP AND ANY SUCH CHANGE SHALL BE APPROVED IN WRITING BY ANY AUTHORIZED AGENT OF THE JURISDICTION.
6. NO SITE GRADING IS PROPOSED WITH THIS MINOR SUBDIVISION DEVELOPMENT OF THE PARCELS IS SUBJECT TO THE COLFAX GRADING ORDINANCE, CHAPTER 15.30

PARCEL MAP

PINETOP ESTATES

REMAINDER PARCEL, 19 P.M. 105
A PORTION OF THE SOUTHWEST 1/4
OF SECTION 2, T.14N., R.9E. M.D.M.
CITY OF COLFAX, PLACER COUNTY, CALIFORNIA
MARCH 2016

CENTERPOINT ENGINEERING, INC.

1217 PLEASANT GROVE BLVD., SUITE 130
ROSEVILLE, CALIFORNIA 95678

SHEET 5 OF 5

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

December 29, 2015

Dave Cook
RCH Group
11060 White Rock Road, Suite 150-A
Rancho Cordova, CA

Subject: Determination of Substantial Conformance – Pinetop Estates Tentative Parcel Map (TPM-03-13)

Dear Dave:

The City of Colfax has received your letter dated November 16, 2015 with a request for a finding of substantial conformance with the approved Tentative Parcel Map to allow for modifications as shown on the attached map. Because the modifications will not result in a change in the number of parcels nor increase the density of the project, staff has found that the proposed modifications substantially conform with the Pinetop Estates Tentative Parcel Map as approved.

Finding of Substantial Conformance

On the basis of the above, the City of Colfax hereby makes a finding of substantial conformance for Parcel Map TMP-03-13 as shown on the revised Tentative Parcel Map titled Pinetop Estates Substantial Conformance Exhibit – Sheet 1 of 1. Please accept this letter as the City's formal approval of your request.

Please don't hesitate to contact me should you have any questions regarding this letter.

Sincerely,

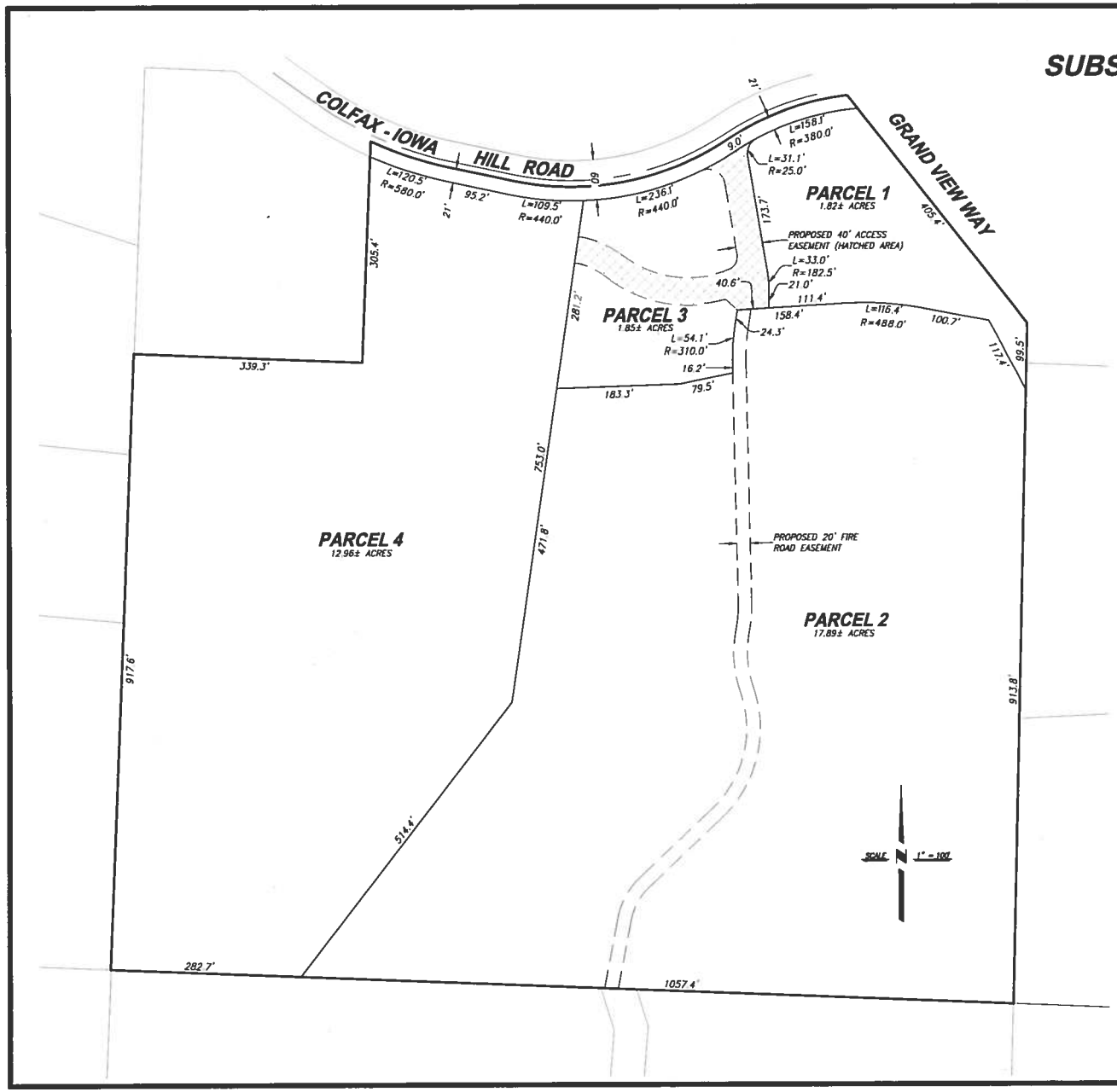
Amy Feagans

Amy Feagans
Planning Director

Attachment: Request for substantial conformance dated November 16, 2015
Pinetop Estates Substantial Conformance Exhibit

PINETOP ESTATES
SUBSTANTIAL CONFORMANCE EXHIBIT

CENTERPOINT ENGINEERING, INC.
1217 PLEASANT GROVE BLVD., SUITE 130
ROSEVILLE, CALIFORNIA 95678



SHEET 1 OF 1

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

April 5, 2016

Dave Cook
RCH Group
11060 White Rock Road, Suite 150-A
Rancho Cordova, CA 95670

SUBJECT: **Determination of Substantial Conformance No. 2 – Pinetop Estates Vesting Tentative Parcel Map (TPM-0-13)**

Dear Dave,

The City of Colfax has received your letter dated March 28, 2016 for a second finding of substantial conformance for the above noted project. Because the requested modifications, including the revised entry and the modifications to Conditions of Approval as described below will not result in a change in the number of parcels nor the increase the density of the project and because the modifications will address Placer County's concern regarding access to Iowa Hill Road, staff has found that the proposed modifications substantially conform with the Pinetop Estates Vesting Tentative Parcel Map as approved.

Proposed Modifications to Conditions of Approval:

No. 9 - With the Parcel Map, all easements ~~and reciprocal use agreements~~ between parcels shall be recorded against the parcels, for construction, use and maintenance of any shared private infrastructure, reciprocal storm drainage maintenance areas or landscaping. Reciprocal use agreements shall be recorded against the parcels prior to conveyance of the first parcel to any third party.

No. 27 - The applicant shall be required to record a reciprocal storm drainage maintenance agreement against Parcels 1, 2, 3 and 4 for the operation and maintenance of storm drainage and storm water run-off associated with the parcels, ~~at the time of recording of the Parcel Map~~ prior to conveyance of the first parcel to any third party.

No. 36 - If construction and maintenance of the fire road will be shared between parcel owners then a reciprocal agreement, approved by the City and the Jurisdiction, ~~shall be recorded with the Final Parcel Map.~~ prior to conveyance of the first parcel to any third party.

Finding of Substantial Conformance

On the basis of the above, the City of Colfax hereby makes a finding of substantial conformance for Parcel Map TMP -03-13 as presented above. Please accept this letter as the City's formal approval of your request.

Sincerely,

Amy Feagans

Amy Feagans
Planning Director
Attachment: Request for substantial compliance dated March 28, 2016

March 28, 2016

Ms. Amy Feagans
Planning Director,
City of Colfax
33 S. Main Street
Colfax, CA 95713 (emailed to amy.feagans@colfax-ca.gov)

Re: Pinetop Estates Tentative Parcel Map (TPM 03-13) Request for New Finding of Substantial Conformance

Dear Amy:

This letter is to request a new Finding of Substantial Conformance with regard to the attached proposed revisions to the previously approved Pinetop Estates Vesting Tentative Parcel Map. As we have discussed, our client has made changes to the Parcel Map attached to the prior request for Substantial Conformance to address Placer County's concern regarding access to Iowa Hill Road as shown on the attached exhibit dated February 8, 2016. Additionally, we respectfully request that you find the following proposed changes, as marked, to be in substantial conformance with the Conditions of Approval:

9. With the Parcel Map, all easements ~~and reciprocal use agreements~~ between parcels shall be recorded against the parcels, for construction, use and maintenance of any shared private infrastructure, reciprocal storm drainage maintenance areas or landscaping. Reciprocal use agreements shall be recorded against the parcels prior to conveyance of the first parcel to any third party.

27. The applicant shall be required to record a reciprocal storm drainage maintenance agreement against Parcels 1, 2, 3 and 4 for the operation and maintenance of storm drainage and storm water run-off associated with the parcels, ~~at the time of recording of the Parcel Map~~ prior to conveyance of the first parcel to any third party.

36. If construction and maintenance of the fire road will be shared between parcel owners then a reciprocal agreement, approved by the City and the Jurisdiction, ~~shall be recorded with the Final Parcel Map~~ prior to conveyance of the first parcel to any third party.

Please let me know if you have any questions or require any additional information in order to make this Finding of Substantial Conformance.

Sincerely,
RCH GROUP

Dave Cook
Principal

Attachment: Substantial Conformance Exhibit dated February 8, 2016

RCH GROUP
11060 WHITE ROCK ROAD, SUITE 150-A RANCHO CORDOVA, CA 95670 (916)782-4427

BOOK___OF PARCEL MAPS, PAGE___

PARCEL MAP

PINETOP ESTATES

REMAINDER PARCEL, 19 P.M. 105
A PORTION OF THE SOUTHWEST 1/4
OF SECTION 2, T.14N., R.9E. M.D.M.
CITY OF COLFAX, PLACER COUNTY, CALIFORNIA
MARCH 2016

CENTERPOINT ENGINEERING, INC.

1217 PLEASANT GROVE BLVD., SUITE 130
ROSEVILLE, CALIFORNIA 95678

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN, THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION; THAT THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP; THAT THE EASEMENTS FOR AND AREAS APPURTENANT TO PARCELS DEPICTED ON THIS MAP WILL BE CONVEYED AS SHOWN HEREON; AND THAT THEY HEREBY IRREVOCABLY OFFER FOR DEDICATION TO THE CITY OF COLFAX, THE FOLLOWING DESCRIBED REAL PROPERTY AS EASEMENTS FOR PUBLIC PURPOSES:

A. LANDSCAPE EASEMENT ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SO DESIGNATED FOR THE PURPOSE OF PLANTING AND MAINTAINING TREES AND PLANTS.

B. EMERGENCY ACCESS EASEMENT THROUGH AND OVER THE AREAS SO DESIGNATED ARE FOR USE BY PUBLIC, COUNTY, STATE AGENCIES OR THEIR AGENTS AND THEIR VEHICLES IN RESPONSE TO LAW ENFORCEMENT, FIRE, MEDICAL OR EMERGENCIES CAUSED BY NATURAL DISASTER.

C. FIRE ROAD EASEMENT THROUGH AND OVER THE AREAS SO DESIGNATED ARE FOR USE BY COLFAX CITY FIRE DEPARTMENT, CAL FIRE, OR THEIR AGENTS, AND THEIR VEHICLES IN RESPONSE TO FIRE EMERGENCIES.

END OF PUBLIC DEDICATIONS

D. PRIVATE DRAINAGE EASEMENT FOR THE BENEFIT OF PARCEL 2 FOR DRAINAGE PURPOSES AND USES APPURTENANT THERETO, INCLUDING, OPEN DRAINAGE CHANNEL, UPON, OVER, UNDER AND ACROSS THOSE AREAS SO DESIGNATED.

END OF PRIVATE DEDICATIONS

PINETOP PROPERTIES, LLC
BY: MONARCH MINE INVESTMENTS LLC, MANAGER/MEMBER
BY: ERIC R. STAUSS, MANAGER/MEMBER

BY: _____

PRINT: _____

TITLE: _____

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ , 2016, BEFORE ME,_____,

PERSONALLY APPEARED,_____,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: _____
NOTARY PUBLIC, STATE OF CALIFORNIA

_____
PRINTED NAME

MY PRINCIPAL COUNTY OF BUSINESS IS: _____,

MY COMMISSION EXPIRES: _____,

MY COMMISSION NUMBER IS: _____.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PINETOP PROPERTIES, LLC, IN MARCH 2015. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY; THAT ALL MONUMENTS ARE OF THE CHARACTER, AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2016; AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____ _____
MICHAEL C. HANSEN, L.S. 6947 DATE
EXPIRES 9-30-17

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

_____ _____
CHRISTINE M JOHNSON, LS 6596 DATE
CITY SURVEYOR, CITY OF COLFAX
LICENSE EXPIRES DATE: 12/31/2017

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THIS PARCEL MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

_____ _____
CITY ENGINEER DATE

LICENSE EXPIRES DATE: _____

CITY CLERK'S STATEMENT:

I, LORRAINE CASSIDY, CITY CLERK OF THE CITY OF COLFAX, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF COLFAX DID, ON THE _____ DAY OF _____, 2016, APPROVE THIS PARCEL MAP, AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE FIRE ROAD EASEMENT AND EMERGENCY ACCESS EASEMENT OFFERED HEREON FOR DEDICATION FOR PUBLIC USE IN CONFORMANCE WITH THE TERMS OF DEDICATION.

THE CITY COUNCIL REJECTS AT THIS TIME, ON BEHALF OF THE PUBLIC, THE IRREVOCABLE OFFERS OF DEDICATION FOR THE LANDSCAPE AND DRAINAGE EASEMENTS OFFERED HEREON BUT RESERVES THE RIGHT TO ACCEPT SAID IRREVOCABLE OFFER OF DEDICATION AT A LATER DATE.

_____ _____
LORRAINE CASSIDY DATE
CITY CLERK, CITY OF COLFAX

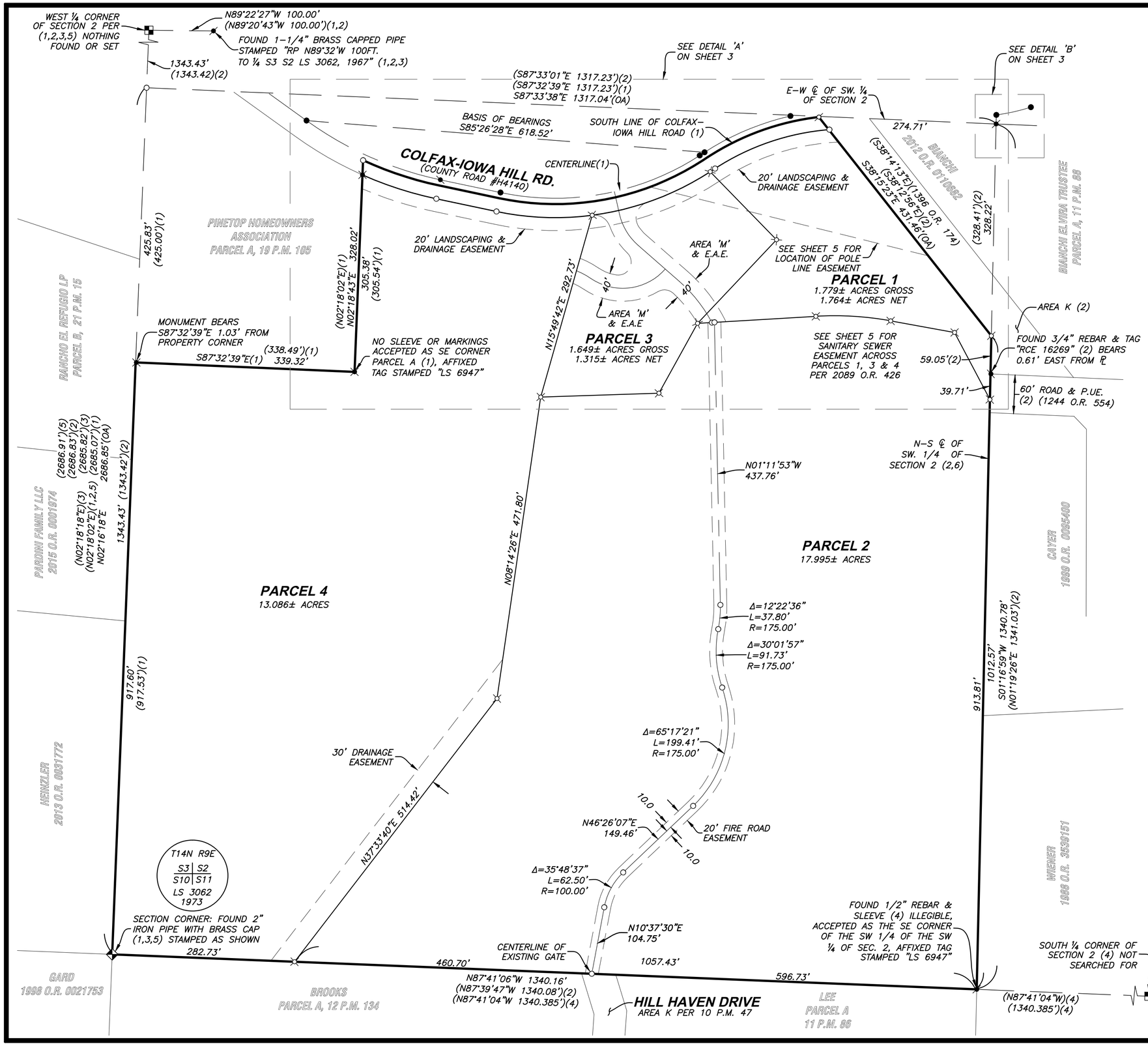
RECORDER'S STATEMENT:

ACCEPTED FOR RECORDATION AND FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT THE REQUEST OF CENTERPOINT ENGINEERING AT _____ MINUTES AFTER _____ O'CLOCK ____.M ON THE _____ DAY OF _____ 2016, AND RECORDED IN BOOK _____ OF MAPS, AT PAGE _____.

FILE NO. _____ JIM McCAULEY
COUNTY RECORDER OF PLACER COUNTY

FEE: _____ BY: _____
DEPUTY

BOOK___OF PARCEL MAPS, PAGE___



LEGEND: (ALL PIPE SIZES ARE INSIDE DIAMETER)

○	DIMENSION POINT
●	FOUND RAILROAD SPIKE PER (1) UNLESS OTHERWISE NOTED
	FOUND MONUMENT AS NOTED
	FOUND 3/4" REBAR WITH COPPER COLLAR STAMPED "RCE 31671" PER 19 P.M. 105
	SET RAILROAD SPIKE STAMPED "LS 6947"
	SET 3/4"X24" IRON PIPE WITH PLASTIC CAP "LS 6947"
E.A.E	EMERGENCY ACCESS EASEMENT
℄	PROPERTY LINE
(R)	RADIAL BEARING
(OA)	OVERALL DISTANCE
(1)	RECORD PER BOOK 19 OF PARCEL MAPS, PAGE 105
(2)	RECORD PER BOOK 11 OF PARCEL MAPS, PAGE 88
(3)	RECORD PER BOOK 3 OF PARCEL MAPS, PAGE 95
(4)	RECORD PER BOOK 4 OF SURVEYS, PAGE 33
(5)	RECORD PER BOOK 8 OF SURVEYS, PAGE 158
(6)	RECORD PER BOOK 26 OF PARCEL MAPS, PAGE 127

BASIS OF BEARINGS:

THE LINE BETWEEN THE FOUND CENTERLINE MONUMENTS OF COLFAX-IOWA HILL ROAD AS SHOWN ON THE PARCEL MAP FILED IN BOOK 19 OF PARCEL MAPS, AT PAGE 105, OF PLACER COUNTY RECORDS. THE BEARING OF WHICH IS CALCULATED AS SOUTH 85°26'28" EAST.

GENERAL NOTES:

1. SOURCE OF METES AND BOUNDS: DOC. NO. 2012-0071649.
2. ALL DISTANCES SHOWN ARE MEASURED, UNLESS OTHERWISE NOTED.
3. THE TOTAL AREA FOR THIS SUBDIVISION IS 34.871 ACRES.
4. DUE TO ROUNDING, THE OVERALL LENGTH OF A LINE WILL NOT ALWAYS EQUAL THE SUM OF THE PARTIAL LINE SEGMENTS.
5. THE FOLLOWING EASEMENT MAY AFFECT THIS PROPERTY BUT CANNOT BE LOCATED FROM RECORD INFORMATION: ROAD EASEMENT PER BOOK NN OF DEEDS PAGE 13.
6. THE LOCATION OF THE 20' SEWER EASEMENT PER 2089 O.R. 426 WAS DETERMINED BY BOTH THE LEGAL DESCRIPTION AND THE EXISTING SEWER MANHOLES.
7. A RECIPROCAL STORM DRAINAGE MAINTENANCE AGREEMENT SHALL BE RECORDED AGAINST PARCELS 1, 2, 3 AND 4 FOR THE OPERATION AND MAINTENANCE OF STORM DRAINAGE AND STORM WATER RUN-OFF ASSOCIATED WITH THE PARCELS, CONCURRENT WITH THE SALE OF EACH PARCEL.
8. AREA 'M' IS A 40' FOOT WIDE EASEMENT FOR PRIVATE ACCESS AND UTILITY PURPOSES AND IS APPURTENANT TO PARCELS 1, 2, AND 4.

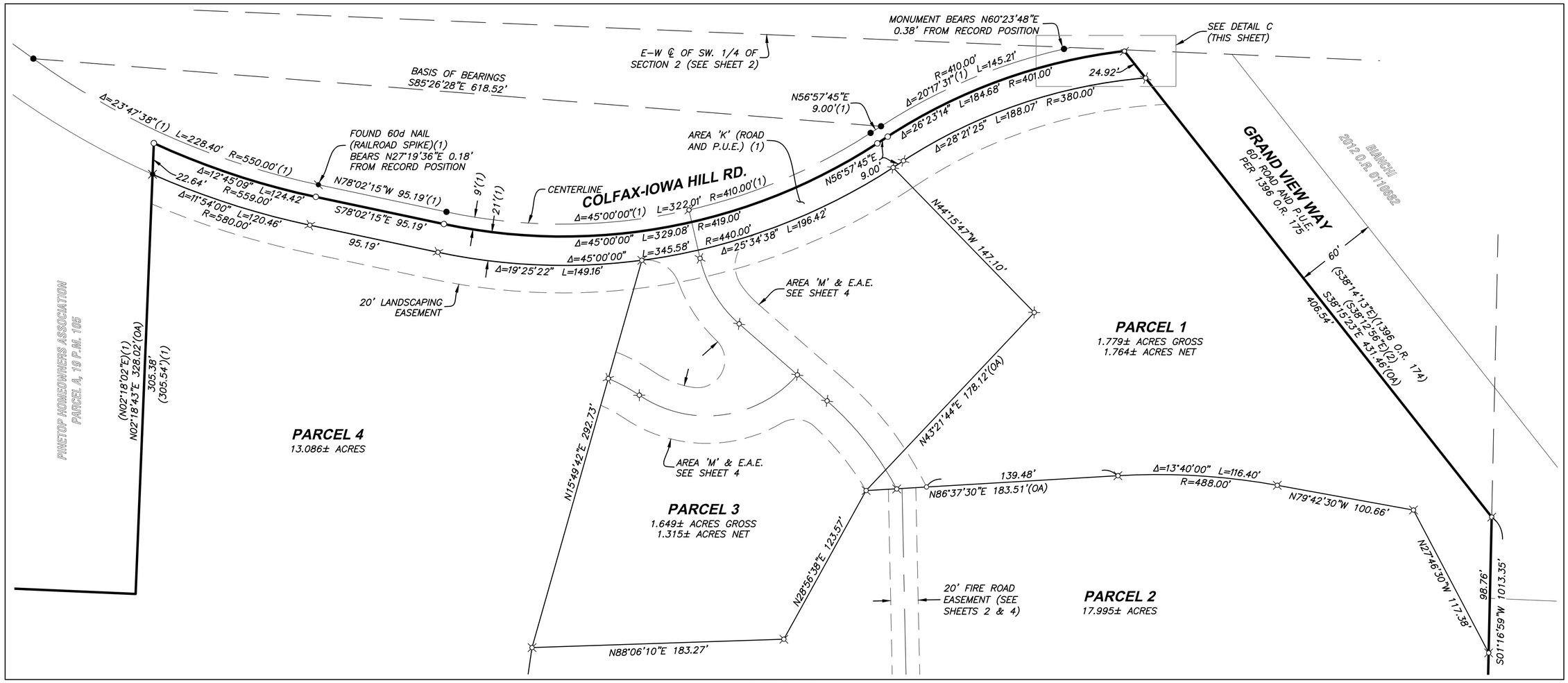
PARCEL MAP

PINETOP ESTATES

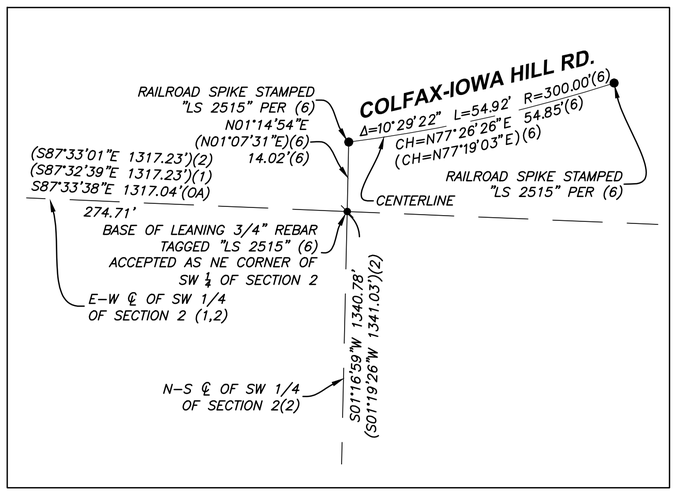
REMAINDER PARCEL, 19 P.M. 105
A PORTION OF THE SOUTHWEST 1/4
OF SECTION 2, T.14N., R.9E. M.D.M.
CITY OF COLFAX, PLACER COUNTY, CALIFORNIA
MARCH 2016

CENTERPOINT ENGINEERING, INC.
1217 PLEASANT GROVE BLVD., SUITE 130
ROSEVILLE, CALIFORNIA 95678

BOOK___OF PARCEL MAPS, PAGE___

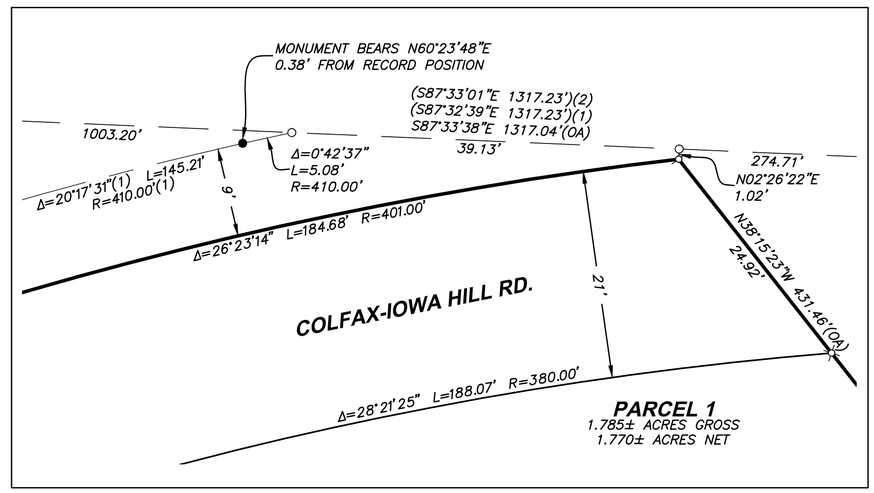


DETAIL 'A'
1" = 50'



DETAIL 'B'
1" = 20'

SCALE AS NOTED



DETAIL 'C'
1" = 10'

PARCEL MAP

PINETOP ESTATES

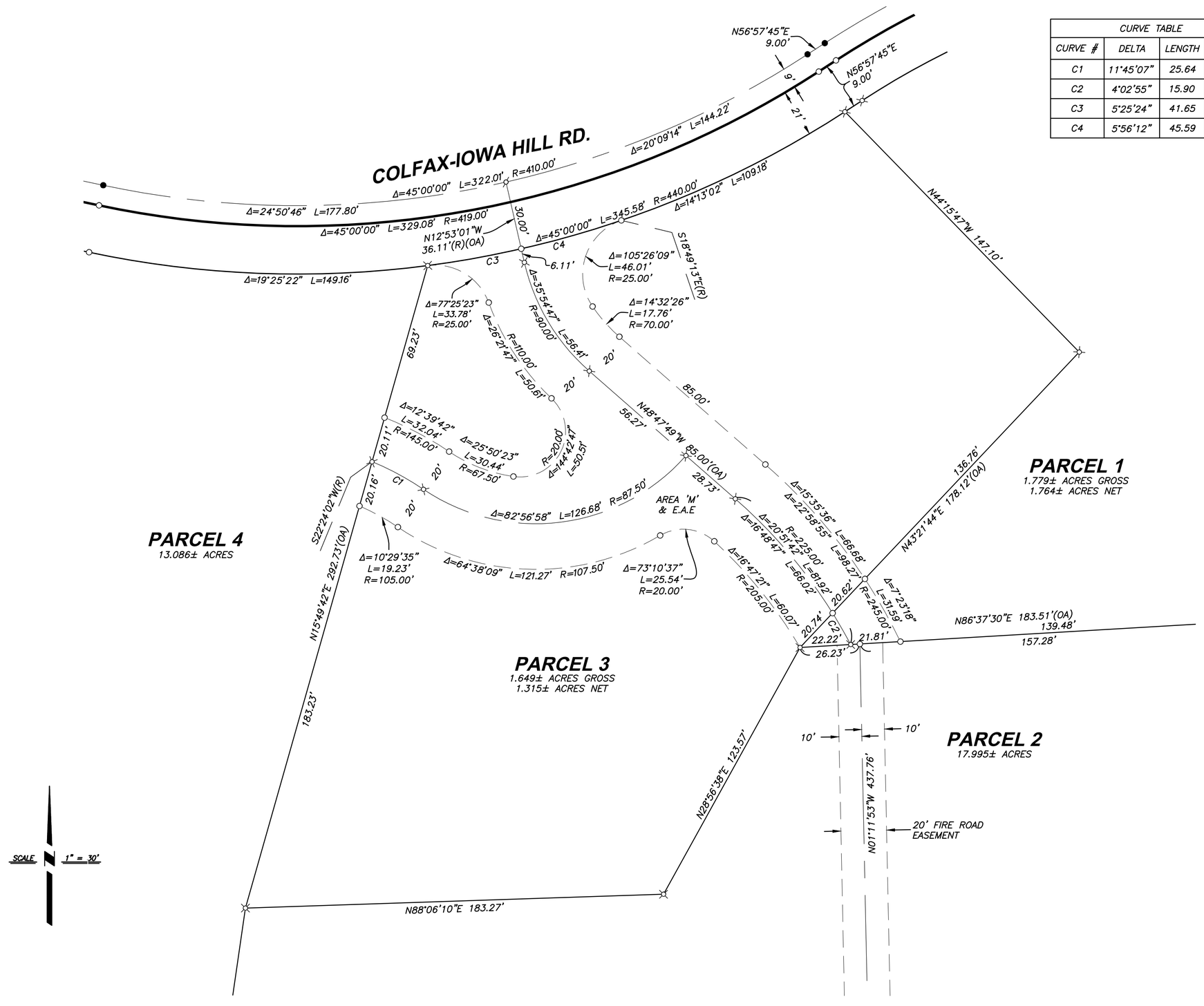
REMAINDER PARCEL, 19 P.M. 105
A PORTION OF THE SOUTHWEST 1/4
OF SECTION 2, T.14N., R.9E. M.D.M.
CITY OF COLFAX, PLACER COUNTY, CALIFORNIA
MARCH 2016

CENTERPOINT ENGINEERING, INC.

1217 PLEASANT GROVE BLVD., SUITE 130
ROSEVILLE, CALIFORNIA 95678

BOOK___OF PARCEL MAPS, PAGE___

CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C1	11°45'07"	25.64	125.00'
C2	4°02'55"	15.90	225.00'
C3	5°25'24"	41.65	440.00'
C4	5°56'12"	45.59	440.00'



PARCEL MAP

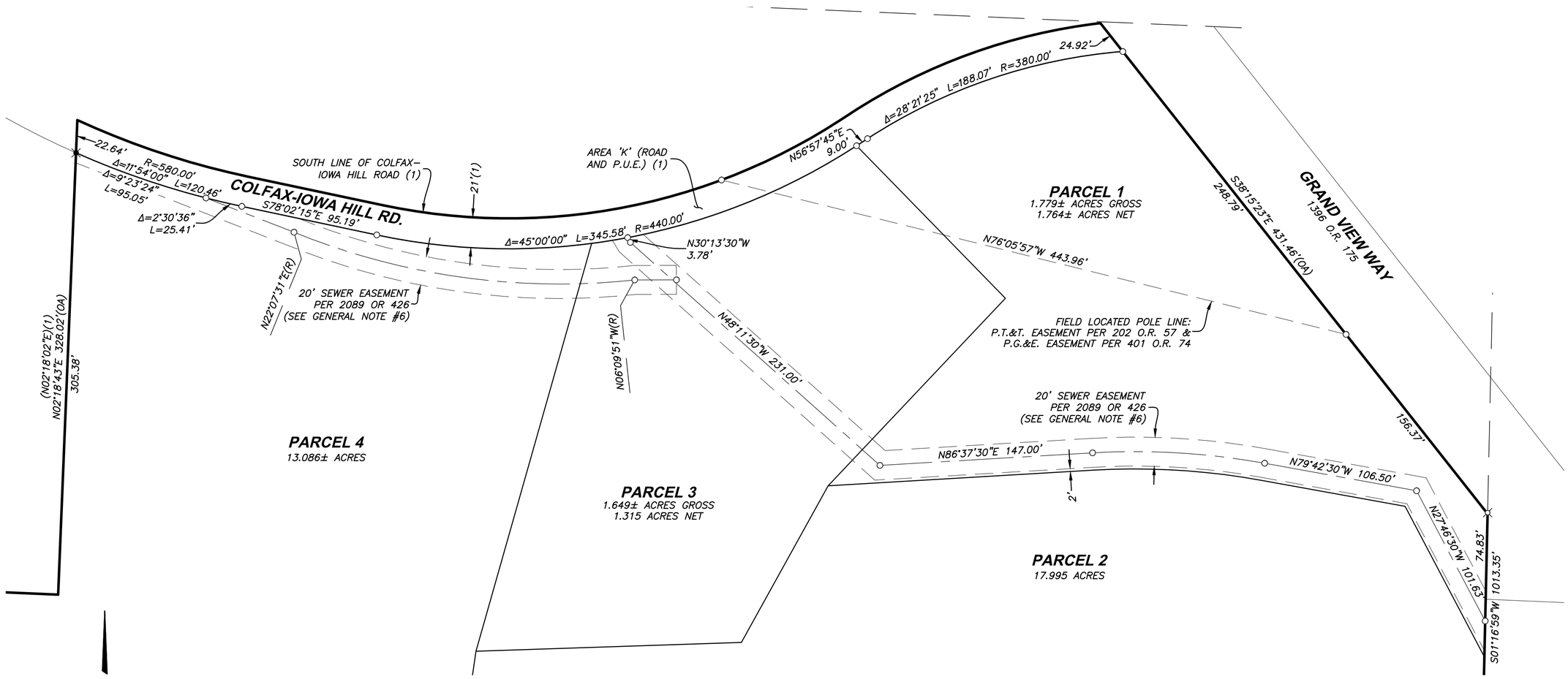
PINETOP ESTATES

REMAINDER PARCEL, 19 P.M. 105
A PORTION OF THE SOUTHWEST 1/4
OF SECTION 2, T.14N., R.9E. M.D.M.
CITY OF COLFAX, PLACER COUNTY, CALIFORNIA
MARCH 2016

CENTERPOINT ENGINEERING, INC.

1217 PLEASANT GROVE BLVD., SUITE 130
ROSEVILLE, CALIFORNIA 95678

BOOK___OF PARCEL MAPS, PAGE___



INFORMATIONAL NOTES:

1. DEVELOPMENT OF ANY OF THE PARCELS SHOWN ON THIS MAP IS SUBJECT TO OWNER COMPLIANCE WITH THOSE CONDITIONS OF APPROVAL ADOPTED BY RESOLUTION DURING THE MAY 28, 2014 APPROVAL HEARING FOR THE VESTING TENTATIVE MAP – PARCEL MAP.
2. NO WORK SHALL BE PERFORMED ON ANY PARCEL WITHOUT FIRST CHECKING WITH THE CITY OF COLFAX AND HAVING AN APPROVED GRADING OR BUILDING PERMIT FOR THE RESPECTIVE LOT BY THE CITY.
3. CONNECTION TO THE PUBLIC WATER IS NOT GUARANTEED AND IS SUBJECT TO THE AVAILABILITY OF CAPACITY AND AGENCY REQUIREMENTS AT THE TIME OF BUILDING PERMIT APPLICATION.
4. NO BUILDING IS PROPOSED WITH THIS MINOR SUBDIVISION. DEVELOPMENT OF THE PARCELS IS SUBJECT TO THE COLFAX SUBDIVISION ORDINANCE, TITLE 16.
5. THE LOCATION OF THE FIRE ROAD EASEMENT MAY BE REVISED SUBSEQUENT TO THE RECORDING OF THE PARCEL MAP AND ANY SUCH CHANGE SHALL BE APPROVED IN WRITING BY ANY AUTHORIZED AGENT OF THE JURISDICTION.
6. NO SITE GRADING IS PROPOSED WITH THIS MINOR SUBDIVISION. DEVELOPMENT OF THE PARCELS IS SUBJECT TO THE COLFAX GRADING ORDINANCE, CHAPTER 15.30.

PARCEL MAP

PINETOP ESTATES

REMAINDER PARCEL, 19 P.M. 105
A PORTION OF THE SOUTHWEST 1/4
OF SECTION 2, T.14N., R.9E. M.D.M.
CITY OF COLFAX, PLACER COUNTY, CALIFORNIA
MARCH 2016

CENTERPOINT ENGINEERING, INC.

1217 PLEASANT GROVE BLVD., SUITE 130
ROSEVILLE, CALIFORNIA 95678

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE April 13, 2016 COUNCIL MEETING

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

PREPARED By: Staff

DATE: April 5, 2016

SUBJECT: Preliminary Budget Review – Fiscal Year 2016-2017 and Fiscal Year 2017-2018

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

RECOMMENDED ACTION: Review and discuss. Provide direction to staff for preparation of draft budget to be presented at Council/Public Budget workshop on Wednesday May 11, 2016.

ISSUE STATEMENT AND DISCUSSION:
The purpose of the preliminary budget review is to provide an opportunity for Council and public initial input as the Fiscal Year 2016-2017 and Fiscal Year 2017-2018 budget is being developed.

This report will highlight the significant fiscal challenges and opportunities that have been identified by staff, and present initial budget assumptions recommended for the preparation of preliminary budgets for the workshop scheduled for Wednesday, May 11, 2016.

Recommended Fiscal Year 2016-2017 and Fiscal Year 2017-2018 Budget Goals

The budget provides the framework for the delivery of public services to the City of Colfax. Staff recommends the following goals for the current Budget process:

1. Balance fiscal year revenues with recurring City expenses
    a. City staff to provide recommendations for levels of services and estimates for financing services
    b. Provide City Council with control over the expenditure of City funds
2. Identify capital requirements and priorities
3. Maintain General Reserve Goals and policy
4. Provide fiscal transparency to all City stakeholders: Residents, businesses, employees and City officials.

Fiscal Challenges and Opportunities - Revenues

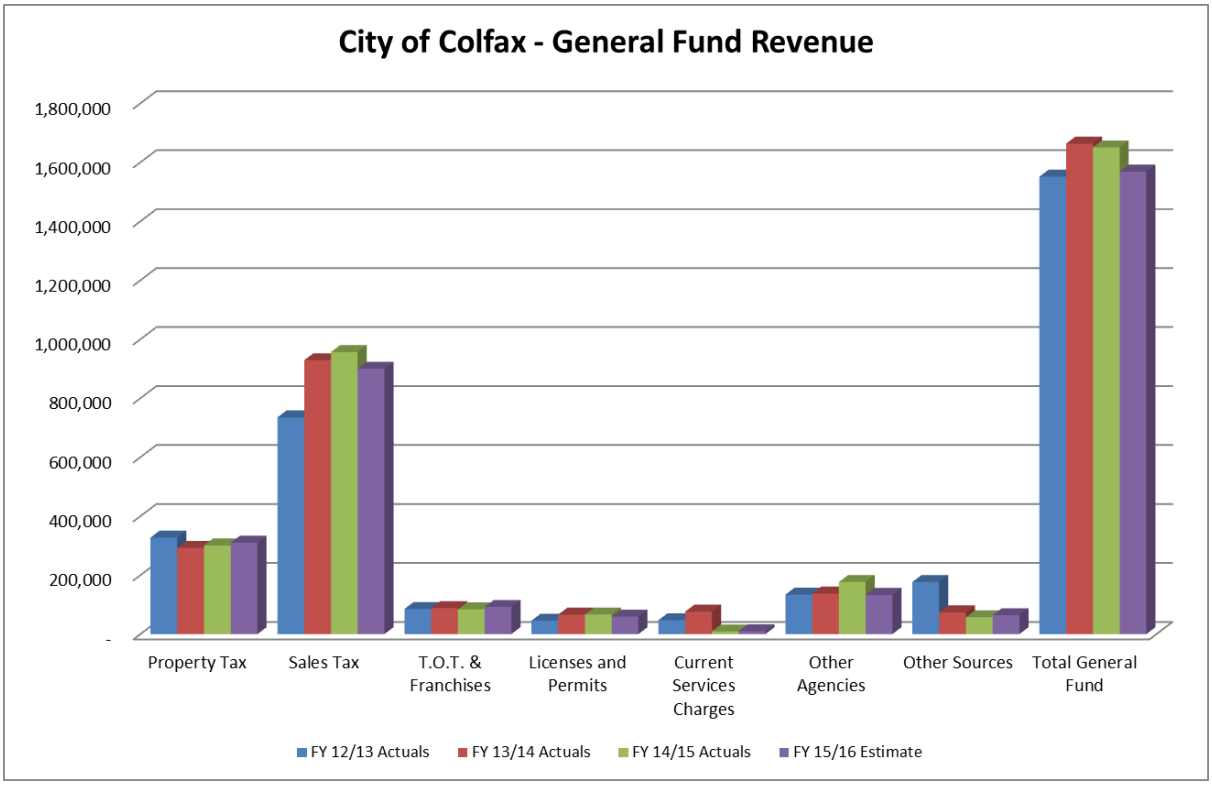
Revenues – General Fund

The chart below shows the history for all General Fund revenues. (Also shown enlarged at end of report)

Retail Sales Tax is the largest single source of revenue for the General Fund and represents nearly 60% of total General Fund Revenues. The decrease in the current year 2015-2016 estimate was budgeted due to a change in business sales relationship and the wind down of the "Triple Flip" (ERAF in Lieu of Sales Tax) process which is expiring this year. Overall, sales tax appears to be on the upswing particularly with new business in the City – therefore, staff will recommend an increase for the budget. Final receipts for the quarter ended March 31st (reports expected in early May) will help determine the amount of increase to forecast.

Property tax revenues (nearly 20% of total General Fund revenues) are expected to also have a modest increase. The actuals for FY12/13 included a one-time reimbursement in the amount of $45K from the State that will not occur in the future.

An increase is also expected in Franchise Fees with the revision of the garbage services contract.

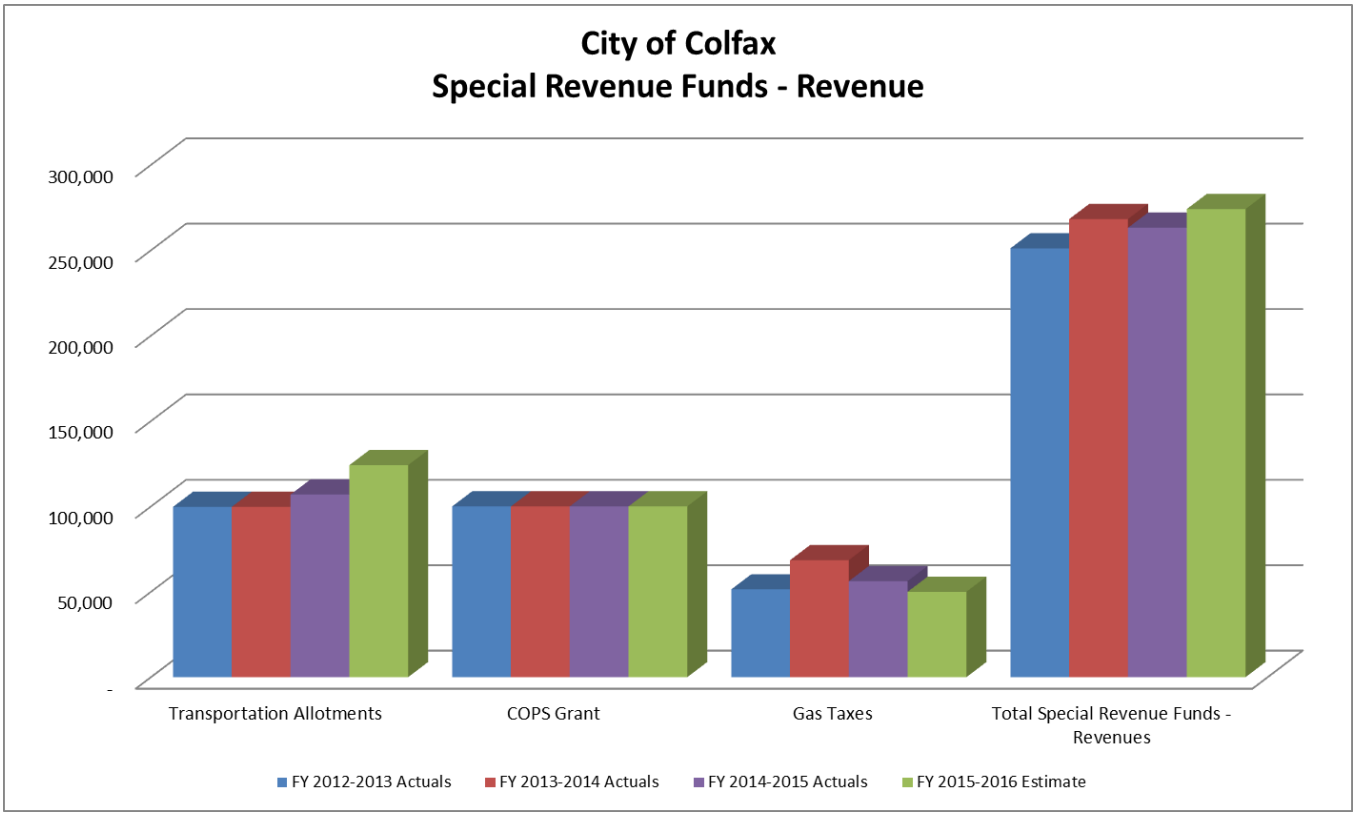


Revenues – Special Revenue Funds

Revenue funding for Transportation (Federal funding allotted through Placer County Transportation Planning Agency) are projected to decrease for the FY2016-2017 over 10% based on projections provided by PCTPA. The Placer County Sales Tax Measure (1/2 cent tax) scheduled for the ballot in November could bring substantial funding to the City if passed – estimated at $250K per year. This funding would not be anticipated before the FY 2017-2018.

The City expects to continue receiving $100K funding for "front line municipal police services" via the Citizens Option for Public Safety (COPS) State Grant.

Gas Taxes are expected to decrease approximately 10% based on estimates provided by the State Department of Finance for FY 2016-2017. The significant downturns in revenue are largely due to falling gasoline prices and consumption as well as "true-ups" under the fuel tax swap system. The Governor has laid out a new transportation funding package in his January 2016 proposed budget – if adopted this proposal would increase fuel tax funding in FY2016-2017 by 10%.



Revenues – Sewer Funds (Enterprise funds)

The sewer base rate increases 3.5% effective July 1 each year based on the City Council resolution to set wastewater treatment and collections system user rates effective January 2009.
The I&I project sewer charge ($74.40 per EDU annually) collected on annual property tax assessments remains in effect until May 30, 2018. The annual amount collected is approximately $82,000 and is committed to debt service for the original I&I project. There is no impact for this budget cycle – but will impact revenues in future years.

Fiscal Challenges and Opportunities – Expenditures

By far, the largest expenditures for the City are personnel (including consultants) and the Placer County Sheriff contract. Some noteworthy increases that need to be incorporated into our forecasts for the two year budget are:

- Sheriff Contract updates have not yet been reviewed.
- There may be transition costs for the hiring of a new City Manager
- Staffing needs are being closely reviewed.
- Wage increases are driven by the MOU with Stationary Engineers and include an annual increase of 2-4% each July.
- Union Health Benefit costs will continue to be a major expense for the City as the number of represented employees has increased in the current fiscal year. Employee cost sharing will be implemented in January 2017. The City anticipates transitioning to CalPERS medical benefits January 2016. It is anticipated that the CalPERS medical would be offered to all full time City employees.
- PERS rate is expected to be flat for FY 2016-2017 based on the last estimate received from CalPERS. We expect an increase in General Liability and Workers Compensation Insurance primarily a direct result of increased injury care costs for workers compensation and overall payroll increase.
- The Municipal code is in need of an update
- Road and Equipment maintenance is a priority

Potential Capital Requirements

Staff has completed a draft listing of capital projects – listed below in no priority order. Detailed project analysis will be provided for all final recommendations.

1. Building Modification – Council chambers/conference room
2. Pavement Management Plan
3. Records Retention Shelving
4. WWTP Electric vehicle for rounds and maintenance (eliminate existing outdated vehicle)
5. SCADA system transition and install
6. Permanent Equalization Dam (within 3 years)
7. Plumbing project – July 2017 (already approved by council) - $15K
8. Camera Inspection Equipment for Collection System
9. Lions Park shade cover
10. Medium Duty Vehicle Replacement – 3 Public works vehicles. Consider lease/purchase versus buy.
11. Hydrovac Vacuum Trailer
12. Ball Park Bleacher Replacement – Beverage Recycling Funds available fund balance
13. Recycle Center Improvements – Funding available from County

Reserve Goals and Policy

New reserves to include Unfunded Pension Liability.

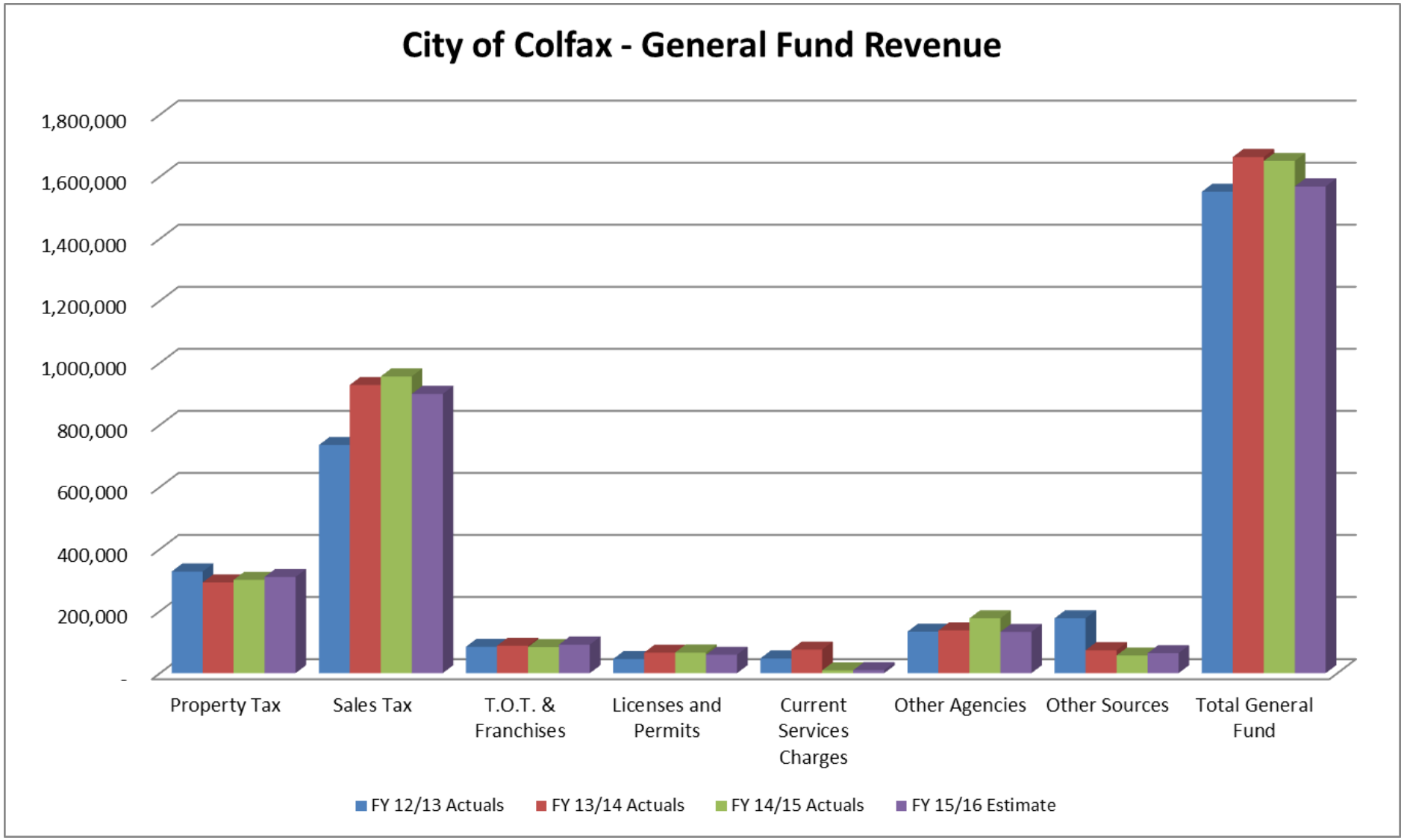
Current reserve balances to be reviewed for possible funding of capital projects – within reserve guidelines.

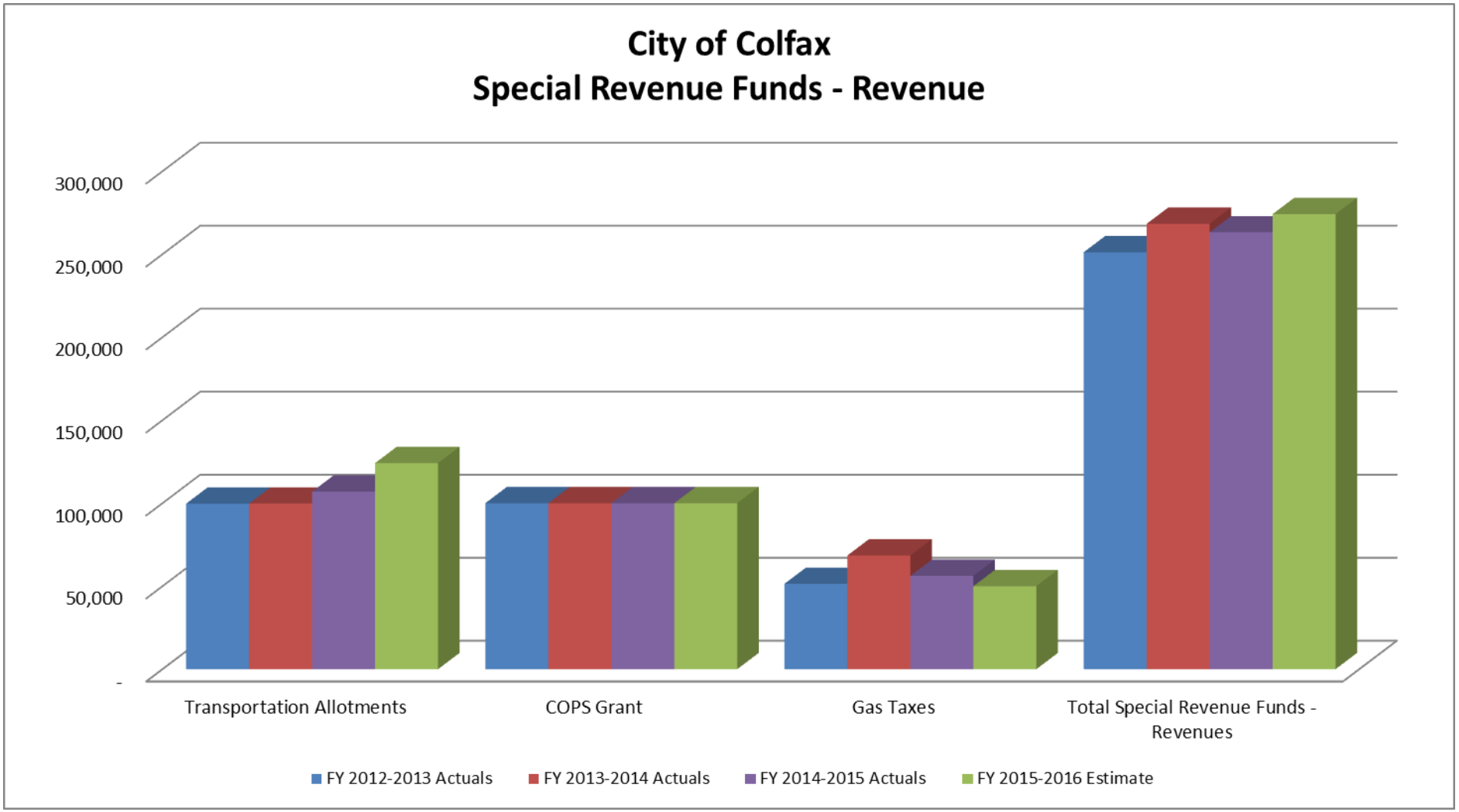
FINANCIAL AND/OR POLICY IMPLICATIONS:

The City's budget process is the principle mechanism for the City to establish fiscal policy

---

Attachments
Enlarged Graphs


City of Colfax - General Fund Revenue
1,800,000
1,600,000
1,400,000
1,200,000
1,000,000
800,000
600,000
400,000
200,000
-
Property Tax
Sales Tax
T.O.T. & Franchises
Licenses and Permits
Current Services Charges
Other Agencies
Other Sources
Total General Fund
FY 12/13 Actuals
FY 13/14 Actuals
FY 14/15 Actuals
FY 15/16 Estimate


City of Colfax
Special Revenue Funds - Revenue
300,000
250,000
200,000
150,000
100,000
50,000
-
Transportation Allotments
COPS Grant
Gas Taxes
Total Special Revenue Funds - Revenues
FY 2012-2013 Actuals
FY 2013-2014 Actuals
FY 2014-2015 Actuals
FY 2015-2016 Estimate

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 13, 2016 COUNCIL MEETING

FROM: Lorraine Cassidy, City Clerk
PREPARED BY: Staff
DATE: April 5, 2016
SUBJECT: George A. Wyman Memorial Project Plaque

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

RECOMMENDED ACTION: Approve joining the George A Wyman Memorial Project as a hosting location, select a location for the plaque and direct staff as appropriate to plan activities to acknowledge the Memorial Day commemorative ride.

BACKGROUND AND SUMMARY:

The City of Colfax has been offered the opportunity to become a hosting location for the George A Wyman Memorial Project. Mr. Wyman was the first to ride a motorized vehicle across the country. During his history making trip in 1903, Mr. Wyman spent one night in Colfax. The organization will donate a plaque, a waypoint sign and brief description. (See attached flyer)

Upon consultation with Mayor Parnham, staff is recommending locating a monument for the plaque near the waiting area for railroad passengers in the depot green. Passengers and pedestrians will see the plaque with the historic hotel as a backdrop. (See attached mockup). There is potential for an added feature to the monument: a motorized bicycle reminiscent of the vehicle used by Mr. Wyman either leaning against the back of the brick structure or permanently mounted in the space behind the monument to allow for photo opportunities.

On Memorial Day, May 30, 2016 members of the organization in conjunction with the "Iron Butt Association" will be riding through Colfax as part of their commemorative ride. The riders will stop by throughout the day, with a sizable group arriving near mid-day. It may be appropriate to host a dedication ceremony or other welcoming event for the riders. As always, events such as this can help people "Discover Historic Colfax" and create great memories. With Council's approval, staff will work with the Ride organizers to coordinate a time for acknowledging the event.

ATTACHMENTS:

1. Wyman Flyer
2. Mockup of monument

THE GEORGE A. WYMAN MEMORIAL PROJECT, INC.
P.O. Box 1728
Wimberley TX 78676-1728

"Linking the Past to the Present to Enrich the Future"

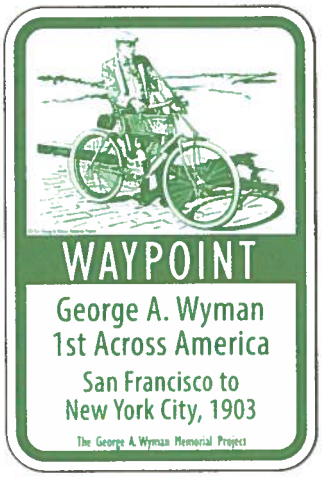
Officers
Tim Masterson, MBA, *President*
Howard Entman, MD, *Secretary*
Cliff Wall, CPA, *Treasurer*

This location is a Wyman Waypoint !

George A. Wyman was the first person to ride across America on a motorized vehicle, a 1903 "California" motor-bicycle. Starting in San Francisco on May 16, he finished 50 days later in New York City on July 6, 1903.

During his epic journey, Wyman stopped at this community or location. See a description, on the reverse, taken from The George A. Wyman Memorial Grand Tour – "*Points Along the Way*", Rider's Guide. Link: http://goo.gl/dB67ha

The George A. Wyman Memorial Project is dedicated to preserving the historical significance of his journey by marking each point along his 1903 route.



Your Community Can Help – We seek your cooperation to get authorization to mount a Wyman Waypoint sign at an appropriate spot at this location.

The Wyman Memorial Project will provide the sign free of charge . Each reflective sign is 12 X 18 inches, made of traffic-engineer grade aluminum, designed for outdoor mounting on buildings, in parking lots, or at curbside locations.

Contact The Wyman Memorial Project – For more information, please contact us at: WymanMemorialProject@gmail.com or 512-567-2017.

Tim Masterson

Project Manager

518.3 - Auburn
Date: Monday, May 18, 1903
Coordinates: N38.89688° W121.07600°
Address: 1402 Lincoln Way, Auburn, CA 95603

Description: Wyman passed by this way through Auburn along the main road east. It later was designated "The Lincoln Highway" in the 1920s and subsequently became US40. Today it is still named "Lincoln Way."

In his own words: *"The steep grades also remain, and the little motor was compelled to work for its "mixture". It "chugged" like a panting being up the mountains, and from Auburn to Colfax - 60 miles from Sacramento - where I halted for the night, the help of the pedals was necessary."*

Departing Route: Lincoln Way to I-80 east to Colfax.

Date_____, Time_____, Odometer_____, ☐ DBR ☐ SPOT

518.4 - Colfax RON
Date: Monday, May 18, 1903
Coordinates: N39.10007° W120.95260°
Address: 16 Railroad Ave., Colfax, CA

Description: Wyman stopped for the night in Colfax. He would have likely taken a room at one of the local hotels. The 'Gillen Hotel' at the corner of Grass Valley Street and Railroad Ave had just opened, March 1903. Where would you stay if you were on an expense account?

In his own words: *"When I left Colfax on the morning of May 19, the motor working grandly, and though the going was up, up, up it carried me along without any effort for nearly 10 miles."*

Departing Route: The main road east at the time would take Wyman through the towns of Gold Run, Dutch Flat and up Blue Canyon. Today, take Old US Route 40 to I-80 to Emigrants' Gap, exit 158.

Date_____, Time_____, Odometer_____, ☐ DBR ☐ SPOT

George Adams Wyman
The first person to cross America
on a motorcycle, riding from
San Francisco to New York City
May 16 - July 6, 1903

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 13, 2016 COUNCIL MEETING

FROM: Mark Miller, City Manager
DATE: April 8, 2016
SUBJECT: City Manager Recruitment Criteria and Schedule

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

RECOMMENDED ACTION: Review the draft recruitment information and provide direction to advertise the position and proceed with a recruiting process as appropriate.

BACKGROUND AND SUMMARY:

I would like to thank the wonderful Colfax Community, all the many volunteers, the City Council and the City staff for all their support in our efforts to make Colfax an even better place to live and work. It has been great working with you all.

Below is a draft City Manager recruitment timeline for Council's consideration. Also, below is the information the City has used in past recruitments. Council may wish to discuss having the full Council or a subcommittee overseeing recruitment. I will be glad to assist the Council in any way I can.

DRAFT CITY MANAGER RECRUITMENT TIMELINE

April 13, 2016

- April 13, 2016 City Council reviews City Manager job description, criteria, announcement and recruitment timeline, forms Council review committee as determined appropriate.
- April 14, 2016 Recruitment Announcement to League of Calif Cities, ICMA, websites, job posting services.
- May 12, 2016 Initial applications due.
- May 13, 2016 Review of applications (committee or special CC meeting closed session).
- May 16, 2016 Invite five semi-finalists for preliminary interviews.
- Friday, May 20, 2016 Interviews of top candidates.
- Wednesday, May 25, 2016, City Council Closed Session, review preliminary ranking, interview top candidates.
- May 26, 2016 Reference check on finalists.
- May 27, 2016 Invite finalist(s) for follow-up interview(s), negotiate contract.
- May 30, 2016 Announce new City Manager.
- June 20, 2016 New City Manager starts.
- June 20-24, 2016 Old-New City Manager transition.

The City of Colfax

Is recruiting for a City Manager

Filing Deadline:

Essential Information

Employer:	City of Colfax
Street Address:	33 S. Main St.
Mailing Address:	PO Box 702 Colfax, CA 95713
Phone:	(530) 346-2313

Interested and qualified individuals should send a letter of interest, resume and five professional references to: City Clerk at Colfax City Hall, PO Box 702, Colfax, CA 95713
Faxed or emailed applications/resumes will NOT be accepted and will be considered non responsive.

Background

The City of Colfax, located in the Sierra Foothills of Placer County about halfway between Sacramento and Lake Tahoe, is seeking a new City Manager. Colfax has an approximate population of 1800 with a 6 million dollar annual budget, including operating budget, capital projects and enterprise funds.

The City Council is seeking a versatile, "hands on" generalist with experience working with federal, state and local agencies. The candidate must have a solid understanding of government at all levels and the skills necessary to manage a small city. City departments include Law Enforcement (contract with Placer County Sheriff), Fire, Community Services, Planning, Engineering and Administration.

Salary

A total compensation package of $100,000, negotiable.

The Ideal Candidate

- Will have a working relationship with the County of Placer and its local, state and federally elected officials.
- Will have a broad based understanding of all function of government, including, but not limited to: Public Safety, Planning, Administration, Management, Economic Development, Public Works, Etc.
- Will have excellent communication skills.
- Will have a team building style of management.
- Will understand the trends in tourism and methods necessary to attract visitors to Colfax.
- Will bring a creative approach in dealing with a variety of municipal issues.
- Will have a Bachelor's degree and at least 10 years of management experience in the public sector.
- Will have experience working with the Local Agency Formation Commission
- Will have experience as a planning commissioner.

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 13, 2016 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED BY: Staff
DATE: April 6, 2016
SUBJECT: Continuing Medical Marijuana Ordinance City Council Discussion

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

RECOMMENDED ACTION: Review the general policy areas covering the Medical Marijuana Delivery, Use and Revenue Control section of a draft ordinance. Provide direction to staff in conjunction with the ordinance and the November 8, 2016 Election, at which time a Measure will be placed on the Ballot.

BACKGROUND AND SUMMARY:

Consistent with Council direction, staff is moving to prepare a comprehensive marijuana regulatory ordinance and fee schedule for the Council to consider. The intent is to have a measure that can be placed on the ballot for approval or disapproval by the City's residents at the November election. Council's recent discussions have included Marijuana Policy Issues, Marijuana Cultivation and Marijuana Dispensaries. At tonight's meeting, staff is requesting preliminary direction from Council on Delivery, Use and Revenue Control of Marijuana include in a comprehensive ordinance. A community workshop forum is City Council meeting.

Attachments

Part 3 of Proposed Draft Ordinance - Delivery, Use and Revenue Control of Marijuana

CITY OF COLFAX

4/13/2016 Draft ORDINANCE No. 528

AN ORDINANCE OF THE CITY OF COLFAX AMENDING COLFAX MUNICIPAL CODE CHAPTER 17.162 COVERING CULTIVATION, OPERATION OF MEDICAL MARIJUANA DISPENSARIES, USE, DELIVERY AND TAX REVENUE OF MARIJUANA IN THE CITY OF COLFAX

Part Three: TAX REVENUE OF MARIJUANA

Section 17.162.150 Imposition of tax.

The City Council declares that the ordinance codified in this chapter is adopted to implement a monthly tax on marijuana sales and/or provision, of ***(10 or 15 percent to be determined by City Council)*** payable to the City, which complies with the requirements and limitations contained in California Revenue and Taxation Code Division and subject to approval by November 2016 ballot measure.

On all sales of medical marijuana, and in the event the casual/recreational use of marijuana is legalized or decriminalized in California, any person or entity selling or providing marijuana within the City shall pay to the City a monthly tax of ***(10 or 15 percent t.b.d)***, of its gross proceeds from such sales or provision.

Section 17.162.160 Purpose.

The purpose of this tax is to raise revenue to fund general municipal services.

Section 17.162.150 Customers.

This tax shall not be specifically charged or assessed to any customers or consumers of marijuana subject to this tax. Payment and remittance of the tax to the City shall solely be the responsibility of the person or entity selling or providing the marijuana in the City.

Section 17.162.150 Proceeds.

"Proceeds" shall mean gross receipts of any kind, including, without limitation, membership dues; the value of in-kind contributions, exchanges, bartered goods or services; the value of volunteer work; reimbursements provided by members regardless of form; cash payments; and anything else of value obtained by any person or entity for legally selling or providing marijuana in the City.

Section 17.162.150 Modification, repeal or amendment.

The City Council may repeal this chapter, or amend it in a manner which does not result in an increase in the amount of the tax or broaden the scope of the tax imposed herein, without further voter approval. If the City Council repeals any provision of this chapter, it may subsequently reenact it without

voter approval, as long as the reenacted provision does not result in an increase in the amount of the tax or broaden the scope of the tax imposed herein.

Section 17.162.150 Administration.

The City Manager, or designee, and/or the City Council by resolution, may promulgate regulations to implement and administer the provisions of this chapter.

Section 17.162.150 Penalties.

Any entity that fails to pay the taxes required by this chapter within 30 days after the due date shall pay, in addition to the taxes, a penalty for nonpayment in a sum equal to 25 percent of the total amount due. Failure to pay all of the taxes required and penalties within 60 days after the tax due date shall result in the immediate suspension of the permit and no sales may be made by the entity. Additional penalties will be assessed in the following manner: 10 percent shall be added on the first day of each calendar month following the month of the imposition of the 25 percent penalty if the tax remains unpaid—up to a maximum of 100 percent of the tax payable on the due date. Receipt of the tax payment by the City shall govern the determination of whether the tax is delinquent. Postmarks will not be accepted as adequate proof of a timely payment.

Section 17.162.150 Additional penalties.

Any violation of this chapter shall constitute a public nuisance and infraction pursuant to the provisions of Chapters XX and XY of this municipal code.

Section 17.162.150 Records inspection.

Whenever it is necessary to examine any books or records, including tax returns, of any entity subject to the provisions of this chapter, to ascertain the amount of any tax due pursuant to this chapter, the City shall have the power and authority to examine such necessary books and records at any reasonable time including, but not limited to, during normal business hours. Records must be maintained at least seven years.

Section 17.162.150 Application of provisions.

No payment of any tax required under the provisions of this chapter shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner. Nothing in this chapter implies or authorizes that any activity connected with the cultivation, possession or provision of marijuana is legal unless otherwise authorized and allowed by the State of California and permitted by the City.

(…combined sections of draft marijuana ordinance to be presented at next Council Meeting)