



CITY OF COLFAX
CALIFORNIA

NOTICE TO CONTRACTORS

SPECIAL PROVISIONS, PROPOSAL AND CONTRACT

FOR

Colfax Skate Park Project

FOR USE IN CONNECTION WITH 2024 VERSION
STANDARD SPECIFICATIONS AND STANDARD PLANS
OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

AND

CURRENT GENERAL PREVAILING WAGE RATES AND
LABOR SURCHARGE AND EQUIPMENT RENTAL RATES
OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

BID OPENING DATE:

3:00 P.M., Thursday, November 20, 2025

**CITY OF COLFAX
PUBLIC WORKS DEPARTMENT
33 SOUTH MAIN STREET
P.O. BOX 702
COLFAX, CA 95713**

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Office of the City Clerk of the City of Colfax, 33 South Main Street, P.O. Box 702 Colfax, California 95713, until the hour of **3:00 P.M., on the 20th day of November, 2025** at which time they will be publicly opened and read for the construction in accordance with the project plans and specifications for the following Public Works Department project:

COLFAX SKATE PARK PROJECT

Complete bid packages, including project plans, technical specifications, bid forms and contract documents may be secured at the following website: <https://colfax-ca.gov/government/public-works/bids-proposals/>

In accordance with California Public Contract Code Section 3400, bidders may propose equals of products listed in the technical specifications or project plans by manufacturer name, brand or model number, unless the technical specifications or plans specify that the product is necessary to match others in use. Complete information for products proposed as equals must be submitted in writing to the City Engineer for review at least 10 working days before the time specified for bid opening in accordance with the bidder's instructions contained in the bid package.

In accordance with California Public Contract Code Section 20170, all bids must be presented under sealed cover and include one of the following forms of bidder's security: cash, cashier's check made payable to the City of Colfax (City), certified check made payable to the City, or a bidder's bond. The amount of bidder's security provided must equal at least ten (10) percent of the total of the bid price for the base bid and the additive or deductive items listed in this notice. The successful bidder must submit to the City complete, executed copies of all required documents within ten (10) working days of date of written notice of award of the project. Bidder's security of any successful bidder that fails to do so will be forfeited to the City. Such required documents include, but are not limited to, a payment or labor and materials bond in an amount of at least 100 percent of the amount payable by the terms of the project contract and that satisfies the requirements of California Civil Code Section 9554, and a performance bond in an amount of at least 100 percent of the amount payable by the terms of the contract. All project bonds must be executed by an admitted surety insurer in accordance with applicable law and acceptable to the City.

The project is subject to California Labor Code set forth by The Department of Industrial Relations (DIR) and the Department of Labor (DOL) Davis Bacon Prevailing Wage provisions and regulations. Funding is provided by a Placer County grant, a State of California grant, donations provided from Colfax Green Machine, City funds, and donated material from local suppliers. All wages paid for the project during the construction period will be paid at no less than the highest rate between DIR and DOL wage rates based on work classification. Federal Department of Labor Wage Rates have been provided with this bid and will

be updated 10 days prior to the bid due date for comparison purposes. DIR wage rates can be obtained at the following link: <https://www.dir.ca.gov/oprl/dprewagedetermination.htm>

Additionally, pursuant to the provisions of Section 1770 et seq. of the California Labor Code the Director of Industrial Relations for the State of California has ascertained the current general prevailing rate of wages for employer purposes, in Placer County, State of California. Not less than the general prevailing rate of per diem wages for work of a similar character in Placer County and not less than the general prevailing rate of per diem wages for holiday work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the project.

Pursuant to the provisions of Section 1771.1 of the California Labor Code, 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 Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to Civil Code Section 1725.5. ***Please note: It is not a violation of Section 1771.1 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 at the time the contract is awarded.*** Any bids submitted without proof that Bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, shall not be accepted by the City.

In accordance with the California Government Code Section 1773.2, copies of the applicable determinations of the Director are on file in the City of Colfax, City Clerk, and may be reviewed upon request.

The City of Colfax hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to the Contractor's advertisement, disadvantaged business and woman owned business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Good faith effort will be requested from the apparent lowest bidder. Failure to provide or follow the required outreach may disqualify the bid. See Attachment 02 Labor Compliance Manual for the designated Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) goals set for the project.

In accordance with California Civil Code Section 1771.4, the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In accordance with California Public Contract Code Section 3300, a valid Class A California contractor's license is required at the time the contract is awarded.

In accordance with California Public Contract Code Section 22300, except where prohibited by federal regulations or policies, the successful bidder may, on request and at its expense, substitute securities in lieu of amounts withheld by the City from progress payments to ensure performance under the contract in accordance with the contract documents.

The City of Colfax reserves the right to postpone the date and time for the opening of proposals at any time prior to the date and time announced in the advertisement in accordance with applicable law.

The City of Colfax reserves the right to reject any and all bids or to waive any defects or irregularity in bidding in accordance with applicable law. In accordance with California Public Contract Code Section 20103.8, if the City elects to award a contract for performance of the project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid without consideration of the bid price for any additive or deductive items. All bids will remain valid for 90 days after the bid opening. Except as permitted by law and subject to all applicable remedies, including forfeiture of bidder's security, bidders may not withdraw their bid during the 90 day period after the bid opening.

Questions will be accepted via e-mail only to: Carl Moore, City Engineer at engineering@colfax-ca.gov. Technical questions will not be accepted after 3:00 P.M., Thursday, November 13, 2025.

By order of the City Council of the City of Colfax, Placer County, California.

TABLE OF CONTENTS

Instructions to Bidders.....	BB-1
Bidder's Check List.....	BB-11
Proposal and Schedule of Bid Prices.....	BB-12
Bid Bond.....	BB-16
Contractor License Information	BB-18
List of Subcontractors	BB-19
Workers Compensation Insurance Certification	BB-21
Non-Collusion Declaration.....	BB-22
California Debarment Certification.....	BB-23
Federal Debarment and Suspension Certification	BB-24
Public Contract Code Section 10285.1 Statement.....	BB-25
Public Contract Code Section 10162 Questionnaire.....	BB-26
Public Contract Code Section 10232 Statement.....	BB-27
Bidder's Signature Page	BB-28
Contract Check List.....	BB-30
Agreement	BB-31
Performance Bond.....	BB-36
Payment/Labor and Materials Bond.....	BB-38
Contract Change Order.....	BB-40
Maintenance Bond.....	BB-42
Escrow Agreement	BB-44
Business License Application.....	BB-47
Affidavit of Workers' Compensation Exemption.....	BB-49
W-9 Request for Taxpayer's Identification Number and Certification.....	BB-50

GENERAL PROVISIONS

<u>SECTION</u>	<u>TITLE</u>	
1.	Definitions	1
2.	Scope of Work	5
3.	Control of Work and Material and Changes in Work	7
4.	Trenching and Utilities and Project Facilities.....	19
5.	Prosecution and Progress of the Work.....	24
6.	Contractor Responsibilities.....	29
7.	Measurement and Payment.....	52
8.	Project Acceptance and Closeout	56
9.	Remedies and Disputes.....	58
10.	Special Provisions (Technical Specifications).....	70

ATTACHMENTS

1. Skate Park Construction Qualification Statement

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- 1.1 Bid forms. The bid forms are the documents listed in the Bidder's Check List in the bid package Table of Contents as comprising the documents that must be submitted for each bid for it to be deemed complete.
- 1.2 Bid package. A complete bid package consists of the following documents: Notice to Bidders, Instructions to Bidders, Bidder's Check List, Proposal and Schedule of Bid Prices, Bid Bond, Contractor License Information, List of Proposed Subcontractors, Workers Compensation Insurance Certification, Non-collusion Declaration, California Debarment Certification, Debarment and Suspension Certification, Public Contract Code Section 10285.1, Public Contract Code Section 10162 Questionnaire, Public Contract Code Section 10232 Statement, Bidder's Questionnaire, if any, Bidder's Signature Page, Contract Check List, Contract, Performance Bond, Payment Bond, Contract Change Order, Maintenance Bond, Escrow for Security Deposit Agreement and Attachment 01 Bid Requirements.
- 1.3 Contract documents. The contract documents are all of the documents incorporated into the final Project contract as listed in the contract including Attachment 01 Bid Requirements, 02 Labor Compliance and 03 Section 3 Manual.
- 1.4 Project. The Project is the **Colfax Skate Park Project** as described in the bid package.
- 1.5 Project Plans. The Project Plans are the primarily graphic detailed requirements concerning the Project contained in the bid package.
- 1.6 Technical Specifications. The Technical Specifications provide detailed requirements concerning the Project and are contained in Special Provisions in the bid package.

2. BIDDER'S REPRESENTATIONS

Each bidder by submitting a bid represents that:

- 2.1 The bidder has read and understands the bid package, Attachments 01 Bid Requirements, 02 Labor Compliance Manual, 03 Section 3 Manual and the bid is in accordance with all of the requirements of the bid package and applicable law.
- 2.2 Neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7.
- 2.3 The bidder understands that quantities of unit price items may vary from the estimates provided in the technical specifications.
- 2.4 Representatives of the bidder have visited the Project site and have familiarized themselves with the conditions under which the Project work is to be performed so as to ensure that the Project work may be performed for the amount bid.

- 2.5 The bidder has informed the City in writing no later than five (5) working days prior to the time specified for bid opening of any apparent conflicts, errors, or ambiguities contained in the bid package or between the contents of the bid package and the Project site.

3. EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND WORK SITE

- 3.1 The bidder shall examine carefully the work site, the Project Plans and Technical Specifications, and the entire Bid Package. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the Contract Documents.
- 3.2 The submission of a bid shall also be conclusive evidence that the bidder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information was reasonably ascertainable from an inspection of the site and the records of exploratory work done by the City as shown in the bid documents, as well as from the Project Plans and Technical Specifications.
- 3.3 Where the City has made investigations of work site conditions including subsurface conditions in areas where Work is to be performed, or in other areas, that may constitute possible local material sources, bidders may, upon request, inspect the records of the City as to those investigations.
- 3.4 Where there has been prior construction by the City or other public agencies within the project limits, records of the prior construction that are currently in the possession of the City and that have been used by, or are known to, the designers and administrators of the project will be made available for inspection by bidders, upon request, subject to this Section 3. Such records may include, but are not limited to, as-built drawings, design calculations, foundation and site studies, project reports and other data assembled in connection with the investigation, design, construction and maintenance of the prior projects.
- 3.5 Inspection of the records of investigations and project records in the possession of the City may be made at the Office of the City Clerk.
- 3.6 When a log of test borings or other record of geotechnical data obtained by the City's investigation of surface and subsurface conditions is included with the Project Plans, it is furnished for the bidders' information and its use shall be subject to this Section 3.
- 3.7 In some instances, information considered by the City to be of possible interest to bidders has been compiled as "Materials Information." The use of the "Materials Information" shall be subject to the conditions and limitations set forth in this Section 3.
- 3.8 When cross sections are not included with the Project Plans, but are available, bidders may inspect the cross sections and obtain copies for their use, at their expense.
- 3.9 When cross sections are included with the Project Plans, it is expressly understood and agreed that the cross sections do not constitute part of the Agreement, do not necessarily represent

actual site conditions or show location, character, dimensions and details of Work to be performed, and are included in the Project Plans only for the convenience of bidders and their use is subject to the conditions and limitations set forth in this Section 3.

- 3.10 When contour maps were used in the design of the project, bidders may inspect those maps, and if available, they may obtain copies for their use.
- 3.11 The availability or use of information described in this Section 3 is not to be construed in any way as a waiver of any of the provisions in this Section 3 and bidders are cautioned to make independent investigations and examinations as they deem necessary to be satisfied as to conditions to be encountered in the performance of the Work and, with respect to possible local material sources, the quality and quantity of material available from the property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the Technical Specifications.
- 3.12 The City assumes no responsibility for conclusions or interpretations made by a bidder based on the information or data made available by the City. The City does not assume responsibility for representation made by its officers or agents before the execution of the Agreement concerning surface or subsurface conditions, unless that representation is expressly stated in the Contract Documents.
- 3.13 No conclusions or interpretations made by a bidder from the information and data made available by the City will relieve a bidder from properly fulfilling the terms of the Agreement.

4. PRE-BID COMMUNICATION AND INTERPRETATION OF THE BID PACKAGE

- 4.1 Any bidder that discovers any apparent conflicts, errors, or ambiguities contained in the bid package or between the contents of the bid package and the Project site, or that has questions or requires clarification concerning the bid package or its intent must inform the City in writing as soon as reasonably possible, but no later than five (5) working days before the date specified for bid opening. Such notice to the City must be sent to the address specified in the Notice to Bidders for questions concerning the bid package. Questions received less than five (5) working days before the time specified for opening bids may not be answered.
- 4.2 Any interpretation, correction or change of the bid package prior to bid opening will be made by addendum signed by an authorized representative of the City and transmitted to all bid package recipients. No other interpretation or information concerning the bid package issued prior to the date specified for opening bids will be binding. All addenda signed by an authorized representative of the City and issued prior to the time and date specified for opening bids will form a part of the contract documents and must be acknowledged on the bid forms. Any changes, exceptions or conditions concerning the Project and/or the bid package submitted by any bidder as part of a bid may render that bid non-responsive.

5. PRE-BID ACCESS TO THE PROJECT SITE

- 5.1 Prior to submitting a bid, it will be the sole responsibility of each bidder to conduct any additional examination, investigation, exploration, testing, study or other inquiry and to obtain any additional information pertaining to the physical conditions (including surface, subsurface,

and underground utilities) at or near the Project site that may affect the cost, progress, or performance of the Project, and that the bidder deems are necessary to prepare its bid for performance of the Project in accordance with the bid package and contract documents. Bidders seeking any such additional examination or other inquiries or information concerning the Project will do so at the bidder's sole expense.

- 5.2 Bidders seeking to conduct any additional examination or other inquiry at the Project site must request site access from the City at least two (2) working days in advance. The location of any excavation, boring or other invasive testing will be subject to approval on behalf of the City and any other agencies with jurisdiction over such testing. Bidders may not conduct tests at the Project site prior to obtaining City approval. The City may require bidders to execute an access agreement prior to approving testing at the Project site. Once approved testing is complete, Bidders must fill all trenches or holes, restore all pavement to match existing structural section, and otherwise clean up and restore the test site to its pre-test condition.

6. BIDDING PROCEDURE

- 6.1 Bids must be delivered to the City of Colfax, 33 South Main Street, P.O. Box 702, Colfax, California, 95713, no later than the time and date specified in the Notice to Bidders. Bids will be opened and read publicly at that time. Bids that are submitted late according to the official time kept by the City Clerk will be returned unopened. Telephones for use by bidders are not available at the City offices.
- 6.2 In accordance with California Public Contract Code Section 20170, Bids must be presented under sealed cover. Bids must be submitted using the bid forms furnished with the bid package. Bids must include all documents listed in the Bidder's Check List completed in accordance with the bid package. Bids must bear the bidder's legal name and be signed by a representative authorized to bind the bidder. Bids must be typed or written in ink. Corrections may be made if initialed by the individual signing the bid. No oral or telegraphic modifications of bids, including facsimile modifications, will be considered. Bids that are incomplete or that are not presented on the bid forms furnished with the bid package may be deemed non-responsive.
- 6.3 Each bid must give the full business address of the bidder. Bids of partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership, or by an authorized representative, followed by the printed name and title of the person signing. Bids of corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary or other person authorized to bind the corporation. The name of each person signing shall also be typed or printed below the signature. Upon request of the City, bidders will furnish satisfactory evidence of the authority of the person signing the bid. Bids of joint ventures must include a certified copy of the legal agreement constituting the joint venture.
- 6.4 No person, firm, corporation, partnership or legal joint venture may submit more than one bid for the Project. However, a person, firm, corporation, partnership or legal joint venture that has submitted a subcontract proposal to a bidder, or that has quoted prices on materials to a bidder may submit a subcontract proposal, quote prices to other bidders and submit its own bid.

- 6.5 In accordance with California Public Contract Code Section 20170, all bids must include one of the forms of bidder's security specified in the Notice to Bidders in an amount of at least ten (10) per cent of the total of the bid prices for the base bid and those additive or deductive items specifically identified in the Notice to Bidders for the purpose of determining the lowest price bid. Bidders that elect to provide bidder's security in the form of a bid bond must execute a bid bond using the form provided in the bid forms. The bidder's security is tendered as a guarantee that the successful bidder, if awarded the Project contract, will execute and submit to the City all required bonds, certificates of insurance, completed contract forms and other documents listed in the Contract Check List and enter into a contract with the City within ten (10) working days of date of the notice of award. The bidder's security of any successful bidder that fails to do so will be forfeited to the City. All bidders' security not forfeited to the City will be returned once a successful bidder provides all required documents and enters a contract with the City in accordance with all applicable bid package requirements. Forfeiture of the bidder's security to the City will not waive or otherwise limit any other remedy available to the City under applicable law.
- 6.6 In accordance with California Business and Professions Code Section 7028.15, Public Contract Code Section 20103.5, and as specified in the Notice to Bidders, all Project work must be performed by properly licensed contractors and subcontractors with active licenses in good standing as of the date and time specified for bid opening, or, if the Project involves federal funds, no later than the time the Project contract is awarded. Bidders must verify their Contractor's License number and license expiration date on the proposal cover page under penalty of perjury. Bids that do not satisfy applicable licensing requirements will be considered non-responsive and rejected and may subject the bidder to criminal and/or civil penalties.
- 6.7 In accordance with California Civil Code Section 1771.1, the City shall accept bids only from bidders which (along with all listed subcontractors) are currently registered and qualified to perform public work pursuant to Civil Code Section 1725.5. The City may, however, accept a non-complying bid provided that bidder (and all listed subcontractors) are registered and qualified at the time of award.
- 6.8 If the bid forms include a bidder's questionnaire, all bids must include a completed bidder's questionnaire on the forms provided. By submitting a bid, bidders authorize City representatives to verify any and all information provided on the bidder's questionnaire and agree to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers to the full extent permitted by law from and against any claims, liability or causes of action, including, without limitation, legal fees and costs, arising out of verification of the information provided on the bidder's questionnaire, and/or arising out of use of information provided in the bidder's questionnaire to determine, in accordance with applicable law, the qualification of the bidder for performing the Project.
- 6.9 Bids may be withdrawn prior to the time set for bid opening by a written request signed by an authorized representative of the bidder filed with the City Clerk. The bid security submitted with bids so withdrawn will be returned to the bidder. Bidders that have withdrawn their bid in accordance with this provision may submit a new bid prior to the time set for bid opening in accordance with all applicable bid package requirements. Bids may not be withdrawn during the ninety day period after the time set for bid opening except as permitted by law pursuant to

California Public Contract Code Section 5100 and following sections. Any other bid withdrawal will result in forfeiture of the bidder's bid security to the City.

7. BID PROTESTS

- 7.1 Any protest of the proposed Project award must be submitted in writing to the City no later than 5:00 PM on the third business day following the date of the bid opening.
- 7.2 The protest must contain a complete statement of the basis for the protest.
- 7.3 The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.
- 7.4 The party filing the protest must concurrently transmit a copy of the protest to the proposed awardee.
- 7.5 The party filing the protest must have actually submitted a bid for the Project. A subcontractor of a party filing a bid for the Project may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- 7.6 The procedure and time limits set forth in these Instructions to Bidders are mandatory and are the bidders' sole and exclusive remedy in the event of a bid protest. Any bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing of a challenge of the award pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.
- 7.7 The City shall review all timely protests prior to award of the Project. The City shall not be required to hold an administrative hearing to consider any protests, but may do so at its option. At the time of the City Council's consideration of the Project award, the City Council shall also consider the merits of any timely protests. The City Council may either reject the protest and award to the lowest responsible bidder or accept the protest and award the bid to the next lowest responsible bidder. Nothing in this section shall be construed as a waiver of the City Council's right to reject all bids.

8. AWARD

- 8.1 In accordance with applicable law, the City reserves the right to reject any or all bids and to waive any informality in any bid. The City reserves the right to accept any portion of any bid, unless the bid package expressly provides that the award will be made as a whole. If the City elects to award a contract for performance of the Project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid without consideration of the bid prices for additive or deductive alternate items listed in the Notice to Bidders. In accordance with the contract documents and other applicable law, the City may add or deduct items of work from the Project after the lowest responsible bidder is determined.

- 8.2 The successful bidder must submit to the City complete, executed copies of all documents specified in the Contract Checklist within ten (10) working days of date of written notice of award of the Project. Bidder's security of any successful bidder that fails to do so will be forfeited to the City.
- 8.3 The successful bidder and any subcontractors and others engaged in performance of the Project must have valid local business license(s), as applicable, and must submit a Form W-9 (Taxpayer Identification Number and Certification) before commencing work on the Project. Both the Business License form and the W-9 form can be found in this document for your use.
- 8.4 The successful bidder and any subcontractors and others engaged in performance of the Project must have valid local business license(s), as applicable, before commencing work on the Project.
- 8.5 Upon verifying that the successful bidder has provided complete, executed copies of all documents specified in the Contract Checklist an authorized City representative will execute the Project contract, and the City will issue to the successful bidder a notice to proceed specifying the Project commencement date. The number of days within which the Project must be complete begins to run on the Project commencement date.

9. PRICING

- 9.1 If an inconsistency exists between the amount listed for a unit price in a bid and the total listed for that bid item (e.g., if the total listed for a bid item does not equal the unit price listed in the bid multiplied by the quantity listed), subject to applicable law, the unit price will be deemed to accurately reflect the bidder's intent concerning the bid item and the intended total for the bid item will be deemed to be the unit price as listed in the bid multiplied by the quantity listed.
- 9.2 If the Project bid price is a lump sum total made up of smaller individual bid item prices and an inconsistency exists between the lump sum total bid price and any individual bid item price, subject to applicable law, the individual bid item prices as listed in the bid will be deemed to accurately reflect the bidder's intended bid for the Project and the intended lump sum total bid for the Project will be deemed to be the sum of the individual bid item prices as listed in the bid, even if that sum is different from the amount actually listed as the lump sum total bid for the Project.
- 9.3 Any federal, state, or local tax payable on articles to be furnished for the Project shall be included in the lump sum total bid price and paid by the Contractor under the contract. The City is exempt from federal excise tax and will provide a certificate of exemption to the successful bidder upon request.

10. QUANTITIES

- 10.1 Quantities, including but not limited to, material or labor quantities, that are provided in the bid package concerning the Project are estimates only and are provided solely as a general indication of the Project scope. The City does not warrant that such quantity estimates provided in the bid package represent the actual quantities required to perform the Project in accordance with the contract documents. Such quantity estimates do not bind the City, and bidders should not rely on them in preparing their bids. Each bidder is solely responsible for

determining the quantities on which to base their bids in light of information contained in the bid package, bidder investigation and analysis of the Project and the Project site, and any other analysis or expertise of the bidder concerning the Project.

- 10.2 The City may amend, decrease or increase the Project work in accordance with the bidding package and the contract documents. If the City amends, decreases or increases the Project work prior to award of the Project each bidder will be solely responsible for determining the revised quantities, if any, on which to base their bid in light of information contained in the bid package and any amendments or addenda to the bid package, bidder investigation and analysis of the Project as amended, decreased or increased, the Project site, and any other analysis or expertise of the bidder concerning the Project.

11. SUBSTITUTION OF “OR EQUAL” ITEMS

- 11.1 In accordance with California Public Contract Code Section 3400, where the Technical Specifications or Project Plans list products by manufacturer's name, brand or model number such information indicates the quality and utility of the items desired and does not restrict bidders to that manufacturer's name, brand or model number, unless the Technical Specifications or Project plans specify that the listed product is necessary to match others in use on a particular public improvement either completed or in the course of completion. Except where the Technical Specifications indicate that a particular brand product is necessary to match others in use, when a manufacturer's name, brand or model number is listed, it shall be construed to be followed by the words "or equal" whether or not those words in fact follow the manufacturer's name, brand name or model number listed in the Technical Specifications or Project Plans. Unless the Technical Specifications or Project Plans indicate that a particular brand product is necessary to match others in use, bidders may propose equals of products listed by manufacturer name, brand name or model number.
- 11.2 Complete information for products proposed as equals must be submitted to the City for review by at least ten (10) working days before the time specified for opening bids. To be considered, proposals concerning products proposed as equals must include sufficient information to permit the City to determine whether the products proposed as equals will satisfy the same performance requirements as products listed by manufacturer's name, brand or model number. Such performance requirements may include, but are not limited to, size, strength, function, appearance, ease of maintenance and repair, and useful life requirements. Proposals concerning products proposed as equals that are submitted later than ten (10) working days before the time specified for opening bids will not be considered. Failure to bid products specified by manufacturer name, brand name or model number where the Technical Specifications or Project Plans specify that a particular product is necessary to match others in use, or where no proposal concerning products proposed as equals has been submitted in accordance with this provision may render a bid non-responsive.

12. SUBCONTRACTING

- 12.1 Bids must be in accordance with the requirements of the Subletting and Subcontracting Fair Practices, Act, California Public Contract Code Section 4100 and following. Bids must include a completed list of proposed subcontractors on the form included in the bid package. In accordance with California Public Contract Code Section 4104, completed lists of proposed subcontractors must include the name, business location, the portion (type or trade),

and dollar amount of the Project work to be subcontracted for each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price. If the Project work includes construction of streets or highways, the completed list of proposed subcontractors must include the subcontractor name, business location, type of work and dollar amount to be subcontracted for each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price, or ten thousand dollars (\$10,000), whichever is greater.

- 12.2 In accordance with California Public Contract Code Section 4106, for any portion of the Project work with a value of more than one half of one percent of the total Project bid price for which no subcontractor is listed, or for which more than one subcontractor is listed, bidders certify by submitting their bids that they are qualified to perform that portion of the Project work and that they will perform that portion of the Project work with their own forces. Bidders may not substitute another subcontractor for a subcontractor listed in their bid except as permitted by the City in accordance with Section 4107 and following sections of the California Public Contract Code.

13. ASSIGNMENT

Bidders may not assign, sublet, sell, transfer, or otherwise dispose of their bid or any right, title or interest in their bid, or their obligations under their bid, without the written consent of an authorized representative of the City. Any purported assignment, subletting, sale, transfer or other disposition of a bid or any interest in a bid, or of any obligations under a bid without such written consent will be void and of no effect.

14. BONDS

- 14.1 The successful bidder must submit to the City a performance bond within ten (10) working days of date of written notice of award. If the Project involves expenditures in excess of twenty five thousand dollars (\$25,000), the successful bidder must submit to the City a payment or labor and materials bond within ten (10) working days of date of written notice of award. Prior to issuance of the final Project payment, the successful bidder must submit a maintenance bond. All bonds must be executed by corporate sureties who are admitted surety insurers in the State of California in accordance with applicable law and acceptable to the City. Individual sureties will not be accepted. All Project bonds must be executed using the forms provided in the bid package.
- 14.2 In accordance with California Civil Code Section 9554, the payment or labor and materials bond must be in the amount of one hundred percent of the total amount payable by the terms of the Project contract and guarantee payment to persons listed in California Civil Code Section 9100 for work performed and for charges for materials, supplies, and equipment provided under the Project contract (including amounts due under or subject to the Unemployment Insurance Code).
- 14.3 The performance bond must be in the amount of one hundred percent of the amount payable by the terms of the Project contract to guarantee the faithful performance of the Project work.

- 14.4 The maintenance bond must be in the amount of ten percent of the final Project contract amount and guaranty the Project work against defects in materials, equipment, workmanship, or needed repair for one year from the City's acceptance of the Project work.

15. LABOR LAWS

- 15.1 Bidders must comply with applicable provisions of the California Labor Code.
- 15.2 In accordance with California Labor Code Section 1861, bids must include a workers compensation insurance certification on the form included in the bid package.
- 15.3 In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Project is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the Project.
- 15.4 In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for work in the locality in which the Project is to be performed. In accordance with California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Project is to be performed for each craft, classification or type of worker needed to perform the Project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the Public Works offices and will be made available on request.
- 15.5 In accordance with California Labor Code Section 1777.1, contractors and subcontractors that are found guilty of willfully violating Chapter 1 of Part 7 of Division 2 of the Labor Code (except for Section 1777.5), or that are found guilty of such violations with intent to defraud, and entities in which such contractors or subcontractors have any interest, may be ineligible to bid on, be awarded, or perform Project work as a subcontractor.
- 15.6 In accordance with Department of Labor, Davis Bacon labor requirements and all acts are applicable to this contract, made part of this contract by this reference and provided in Attachment 02 Labor Compliance Manual.

BIDDER'S CHECK LIST

Did You:

- _____ Submit equal product proposals, if any, in accordance with the instructions to bidders included in the bid package at least 10 working days before the time specified for opening bids, and have said substitutions approved in writing? Include a copy of the approved submittal.
- _____ Verify that the following documents in the bid book have been properly completed:
 - _____ Bidder's check list.
 - _____ Proposal and Schedule of Bid Prices that state the bid as intended.
 - _____ Executed bid bond.
 - _____ Contractor license information.
 - _____ Contractor DIR registration information
 - _____ List of subcontractors, including DIR registration information.
 - _____ Non Collusion Affidavit.
 - _____ Workers compensation insurance certification.
 - _____ Signed and notarized Non-Collusion Declaration.
 - _____ California Debarment Certification.
 - _____ Federal Debarment Certification.
 - _____ Public Contract Code Section 10285.1 Statement.
 - _____ Public Contract Code Section 10162 Questionnaire.
 - _____ Public Contract Code Section 10232 Statement.
 - _____ Bidder's questionnaire, if any.
 - _____ Executed bidder's signature page.
 - _____ Attachment 01 – Bid Requirements
 - _____ Attachment 02 – Labor Compliance
 - _____ Attachment 03 – Section 3 Manual
- _____ If any, copy of each addendum issued signed and dated by the bidder.
- _____ Arrange to have the sealed bid delivered to the Office of the City Clerk in the City of Colfax offices at 33 South Main Street, P.O. Box 702 Colfax, California 95713 on or before the time specified for bid opening in the notice inviting bids.

Only the above mentioned documents need be filled out to submit a bid.

DO NOT DETACH

PROPOSAL

For: Construction of the Colfax Skate Park Project

For the City of Colfax, Placer County, California.

TO THE HONORABLE CITY COUNCIL
OF THE CITY OF COLFAX

The undersigned, as bidder, declares that it has carefully examined the work, the annexed proposed form of contract, and agrees that if this Proposal is accepted to contract with the City of Colfax, under the form of contract annexed hereto, to provide all the necessary tools, apparatus, and other means of accomplishing the work as specified in the contract in the manner and time herein prescribed, and in accordance with the requirements of the Public Works Department as therein set forth, and to take in full payment thereof the following prices of the work to be done completely performed to the satisfaction of the City of Colfax, to-wit:

Contractor's Bid Proposal and Schedule of Bid Prices Colfax Skate Park Project

No.	Bid Item	Item Description	Unit of Measure	Unit Cost (in figures)	Total Cost (in figures)
1		LUMP SUM PRICE FOR BASE BID SKATEPARK CONSTRUCTION INCLUDING: Erosion control BMP's, excavation, demolition, rough grading, underground drainage, dense graded crushed stone subbase, concrete reinforcement, concrete formwork, cast in place concrete, shotcrete, fabricated metal, metal paint, perimeter fencing Lump sum price shall reflect cost savings due to donated construction material, equipment rentals, and accommodations listed below.	LS	\$	\$
2		LUMP SUM PRICE FOR ALTERNATE NO. 1 (install concrete paving at spectator viewing area, demo by others per donation) Lump sum price shall reflect cost savings due to donated construction material, equipment rentals, and accommodations listed below.	LS		

3		LUMP SUM PRICE FOR ALTERNATE NO. 2 (Shade structure at spectator viewing area) Lump sum price shall reflect cost savings due to donated construction material, equipment rentals, and accommodations listed below.	LS		
4		LUMP SUM PRICE FOR ALTERNATE NO. 3 (3 Picnic tables at spectator viewing area) Lump sum price shall reflect cost savings due to donated construction material, equipment rentals, and accommodations listed below.	LS		

Summary of Donated Materials and Equipment

The lump sum costs shall assume that the following construction materials are donated and delivered to the site free of charge:

Material Description	Supplier	Delivery	Est. Quantity
Class II aggregate Base Course (Supplied by Teichert, Delivery by Robinson Sand & Gravel)	Teichert	Robinson	84 CY
Concrete - Cast in Place & shotcrete	Teichert		~255 CY estimated required
Structural Fill Material	Teichert	Robinson	800 CY
Rules & Regulation / Industry Donations & Workforce Opportunities Sign (Teichert Materials and business partners)	Teichert	Robinson	1
Decorative Landscape Boulders (Placement by Teichert)	Teichert/Robinson	Robinson	7
Drainline Supply & Install	Teichert	Robinson	160 LF
Demolition & export of existing fencing	Teichert	Robinson	330 LF
Demolition & export of existing concrete slab	Teichert	Robinson	1250 SF
Fill material as needed	Teichert/Robinson	Robinson	750 CY
Site clearing & grubbing, general removal of on-site material	Triton	Robinson	TBD

The lump sum costs shall assume that the following equipment rentals will be donated per the following terms and conditions:

River City Rentals will donate the equipment listed below for a period of 28 consecutive days. Fuel, delivery and pick up will be charged at our current price. Any time period after the 28 days will be charged to Colfax Skate Park or the contractor they choose at our normal rental rate as well as any cost of repairs, damage, vandalism, theft or fuel while it is in their possession. Prior to delivery a credit application and account must be set up with River City Rentals.

Equipment Description	4 Week Cost (after 28 day donation)
Skid Steer – Bob Cat T-590 or CAT 239 D	\$3,800.00
Fork Attachment	\$600.00
Excavator – Yanmar VIO-80	\$5,000.00
Caterpillar CP34 48” Pad Drum Roller	\$4,900.00
Compressor – Airman 185cfm	\$1,500.00

Any donated equipment is subject to availability. River City Rentals reserves the right to cancel agreement at anytime.

The lump sum costs shall assume that the following accommodations discount:

Colfax Best Western (50% off Lodging Accommodations)	490 Nights
------------------------------------------------------	------------

Total Bid: \$ _____

_____ **Dollars**
Written Amount

The undersigned further agrees to deliver and to complete the work within ~~90~~ **working days**, from the date of issuance, by the City, of instructions to proceed with the work, and within 10 working days of the date of the notice of award, to enter into and execute and provide to the City the necessary contract with the necessary bonds and other required documents, and in case of default in executing the necessary contract within the time fixed by the Instructions to Bidders, the bidder's security accompanying this bid shall become the property of and be forfeited to the City of Colfax.

Prime Contractor _____

License # _____ Expiration Date _____

DIR Registration # _____ Expiration Date _____

Contractor's License number and expiration date are herein stated under penalty of perjury.

By: _____ Title: _____

Dated this _____ day of _____, 20____

(Corporate Seal)

Corporate Signature

Address: _____

Phone No.: _____

President's signature _____

Secretary's signature _____

Corporation organized under the laws of the State of _____

Partnership Name: _____

Address: _____

Names of Co-Partners and Addresses: _____

Names of Individuals and Addresses: _____

NOTE: Sign in proper space above.

CITY OF COLFAX
33 South Main Street
P.O. Box 702
Colfax, California 95713

BID BOND

(NOTE: Bidders must use this form, use of any other bond form may render a bid non-responsive)

KNOW ALL MEN BY THESE PRESENTS:

That we, as PRINCIPAL, and _____, a (sole proprietorship/corporation/partnership/joint venture) organized and existing under and by virtue of the laws of the State of _____ and an admitted surety insurer authorized to do business in the State of California, as SURETY, are held and firmly bound unto the City of Colfax, as OBLIGEE, in a penal sum equal to ten-percent (10%) the total bid price including the base bid and alternates specified in the proposal of the PRINCIPAL, to the OBLIGEE for the work described below, which penal sum is _____ (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the PRINCIPAL has submitted the accompanying proposal dated _____, _____ to the OBLIGEE, for the **Colfax Skate Park Project** (designated as the "Project") which proposal is hereby made a part hereof;

NOW THEREFORE, if the PRINCIPAL shall not withdraw said proposal within the ninety (90) day period following the opening of bids, and if the PRINCIPAL receives written notice that the Project is awarded to the PRINCIPAL and shall, within ten (10) calendar days of receiving such notice: enter into a written contract with the OBLIGEE in the form prescribed in the bid package issued by the OBLIGEE concerning the Project; and give insurance and bond with good and sufficient sureties guaranteeing the faithful performance and proper fulfillment of such contract and guaranteeing payment for labor and materials used for performance of the contract as required by law; and file with the OBLIGEE all required documents and do all other thing required in accordance with the bid package issued by the OBLIGEE concerning the Project for the contract between the PRINCIPAL and the OBLIGEE to become effective and for work to commence in accordance with the bid package issued by the OBLIGEE concerning the Project, or, in the event of withdrawal of the accompanying proposal within the ninety (90) day period following the opening of bids; or failure by the PRINCIPAL to enter into such contract with the OBLIGEE or to give the OBLIGEE such bonds or to file any other documents or to do any other things required in the bid package issued by the OBLIGEE for the Project, if the PRINCIPAL shall pay the OBLIGEE the difference between the total bid price in the accompanying proposal and the amount for which the OBLIGEE may procure the required performance, if the latter amount be in excess of the former, together with all costs incurred by the OBLIGEE in again attempting to let the Project, and if the said PRINCIPAL shall fully reimburse and save harmless the OBLIGEE from any damage sustained by the OBLIGEE through failure of the PRINCIPAL to enter into the written contract or to file the required performance or labor and material bonds, or to file any other required documents or to do any other things required for the contract between the PRINCIPAL and the OBLIGEE to become effective and the work to commence in accordance with the bid package issued by the OBLIGEE concerning the Project, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the bid or contract documents for the Project, or to the specifications included in the

same, or to the work to be performed thereunder, or to the notice to bidders, or to any other documents concerning the Project, shall in anywise affect SURETY's obligation under this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to such bid or contract documents.

In the event suit is brought upon this bond by the OBLIGEE and judgment is recovered, the SURETY shall pay all costs incurred by the OBLIGEE in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, _____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

(Corporate Seal)

PRINCIPAL _____
By _____

(Acknowledgement)

Title _____
SURETY _____
(Corporate Seal)

By _____
(Attorney-in-fact)

(Acknowledgement)

Title _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.)

CONTRACTOR LICENSE INFORMATION

The bidder acknowledges that a license is required for performance of the **Colfax Skate Park Project**. The bidder holds the following California Contractors License(s):

1. License No. _____, Class _____, Expiration Date _____
2. License No. _____, Class _____, Expiration Date _____
3. License No. _____, Class _____, Expiration Date _____
4. License No. _____, Class _____, Expiration Date _____
5. License No. _____, Class _____, Expiration Date _____
6. License No. _____, Class _____, Expiration Date _____
7. License No. _____, Class _____, Expiration Date _____
8. License No. _____, Class _____, Expiration Date _____
9. License No. _____, Class _____, Expiration Date _____
10. License No. _____, Class _____, Expiration Date _____

Bidder's Taxpayer Identification No. _____

LIST OF SUBCONTRACTORS

In accordance with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100 and following, listed below are the name, business location, and the portion (type or trade) of the Project work to be subcontracted to each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total bid price. If the Project work includes construction of streets or highways, listed below are the name, business location, and the portion (type or trade) of the Project Work to be subcontracted to each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price, or ten thousand dollars, whichever is greater. Also listed below are the proposed subcontract dollar amount and current California Contractor's License Number(s) for each proposed subcontractor. Bids that fail to include complete proposed subcontractor information in accordance with this form and Public Contract Code Section 4100 and following may be deemed non-responsive.

In accordance with California Public Contract Code Section 4106, for any portion of the Project work with a value of more than one half of one percent of the total bid price for which no subcontractor is listed, or for which more than one subcontractor is listed, the bidder certifies by submission of its bid that the bidder is qualified to perform that portion of the Project work and that the bidder will perform that portion of the Project work with its own forces. The penalties listed in California Public Contract Code Section 4111 will apply to any substitution of another subcontractor for a subcontractor listed below except as permitted by the City in accordance with Section 4107 and following of the California Public Contract Code.

1. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____
2. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____
3. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____
4. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____
5. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____

- Current DIR Registration No. _____
6. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____
7. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____
8. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____
9. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
10. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____
11. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____
12. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____

WORKERS COMPENSATION INSURANCE CERTIFICATION

By submitting its bid the bidder certifies as follows:

I am aware of the provisions of California Labor Code Section 3700, which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and I will comply with such provisions before commencing performance of the work of this Contract.

**NON-COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. 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.

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.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city],
_____ [state]."

Signature

CALIFORNIA DEBARMENT CERTIFICATION

By submitting its bid, the bidder certifies in accordance with California Public Contract Code Section 6109 that neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109, Contractors and subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on public works projects.

TITLE 49, CODE OF FEDERAL REGULATIONS - PART 29
DEBARMENT AND SUSPENSION CERTIFICATION

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

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past 3 years; and
3. Does not have a proposed debarment pending; and,
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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

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

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats, 1986), The bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not _____ been

convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing the Contractor's Proposal on the signature portion thereof shall also constitute signature of this Statement.

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes _____ No _____

If the answer is "Yes", explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

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

BIDDER'S SIGNATURE PAGE

By signing this proposal the bidder certifies, under penalty of perjury under the laws of the State of California, that the information submitted with this proposal for the **Colfax Skate Park Project** ("Project"), which information includes, but is not limited to, the Bidder's Check List, Proposal and Schedule of Bid Prices, Bid Bond, Contractor License Information, List of Subcontractors, Workers Compensation Insurance Certification, Non-Collusion Declaration, Debarment Certification, Debarment and Suspension Certification, Public Contract Code Section 10285.1 Statement, Public Contract Code Section 10162 Questionnaire, Public Contract Code Section 10232 Statement and Bidder's Questionnaire, if any, is accurate, true and correct, and is submitted in accordance with the requirements of the bid package issued by the City of Colfax concerning Project and applicable law. By signing this proposal the bidder representative specified below certifies that he or she is legally authorized to bind the bidder.

The bidder agrees to deliver and to complete the Project within **90 working days** from the date of issuance, by the City, of instructions to proceed with the Project, and within 10 working days of the date of notice of award, to enter into and execute and provide to the City the Project contract, bonds and all other documents specified in the Contract Check List included in the bid package, and in case of default in executing the Project contract within the time fixed by the Instructions to Bidders, the bidder's security accompanying this bid shall become the property of and be forfeited to the City of Colfax.

Prime Contractor _____

By: _____ Title: _____

Dated this _____ day of _____, 20____

(Corporate Seal)

Corporate signature

Address: _____

Phone No.: _____

President's signature _____

Secretary's signature _____

Corporation organized under the laws of the State of _____

Partnership Name: _____

Address: _____

Names of Co-Partners and Addresses:

Names of Individuals and Addresses:

NOTE: Sign in proper space above.

Date: _____

(Typed or printed name)

(Signature)

(Bidder)

Bidder business address (street, city, state and zip code)

Bidder Business phone: () _____

Bidder Business fax: () _____

CONTRACT CHECK LIST

Complete, accurate, executed copies of the following documents must be submitted to the City of Colfax in accordance with the bid package issued by the City within ten (10) working days of date of written notice of award of the project. The bidder's security of any successful bidder that fails to do so will be forfeited to the City.

_____ Contract Check List

_____ Agreement

_____ Performance Bond

_____ Payment Bond

_____ Certificates of Insurance and Endorsements

_____ Escrow for Deposit Agreement, if applicable

_____ General Conditions

_____ Completed 02 Labor Compliance Manual Documents

_____ Completed 03 Section 3 Manual Documents

AGREEMENT

The City of Colfax, a California Municipal Corporation (“City”) enters into this Agreement, dated _____, with _____ (“Contractor”).

RECITALS

- A. **NOTICE INVITING BIDS.** The City gave notice inviting bids to be submitted by _____ p.m., _____, 20__ for the **Colfax Skate Park Project** by soliciting bids in accordance with the City of Colfax City Code and other applicable law.
- B. **BID OPENING.** On _____, 20__ at _____ p.m., City representatives opened the bids for the **Colfax Skate Park Project** and read the bids aloud.
- C. **PROJECT AWARD.** On _____, the City Council awarded the **Colfax Skate Park Project** to the Contractor and directed City staff to send the Contractor written notice of award of the project. The City Council conditioned award of the project on the Contractor’s providing executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of date of written notice of award of the project.
- D. **REQUIRED DOCUMENTS.** The Contractor has provided the City executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of date of written notice of award including documents provided in Attachment 01 Bid Requirements, 02 Labor Compliance, and 03 Section 3 Manual.

AGREEMENT TERMS

The City and the Contractor agree as follows:

1. **THE WORK.** The Contractor shall furnish all equipment, tools, apparatus, facilities, material labor, and skill necessary to perform and complete in a good and workmanlike manner the **Colfax Skate Park Project** (“Work”) as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.
2. **LOCATION OF WORK.** The Work will be performed at the following location:
Vacant space near the Lions Children’s Park and PCWA water tank off of Grass Valley Street in Colfax, California.
3. **TIME FOR COMPLETION.** The Contractor must complete the Work in accordance with the Contract Documents within ninety (90) working days from the date specified in the City’s Notice to Proceed (“Time for Completion”).
4. **REMEDIES FOR FAILURE TO TIMELY COMPLETE THE WORK.** If the Contractor fails to fully perform the Work in accordance with the Contract Documents by the Time for Completion, as such time may be amended by change order or other modification to this Agreement in accordance with its terms, and/or if the Contractor fails, by the Time for Completion, to fully perform all of the Contractor’s obligations under this Agreement that have accrued by the Time for Completion, the Contractor will become liable to the City for all resulting loss and damage in accordance with the Contract Documents and applicable law. The City’s remedies for the Contractor’s failure to perform include, but are not limited to, assessment of liquidated damages of **\$1,000 per day** in accordance with California

Government Code Section 53069.85 and Section 5-1.02 of the General Provisions, and/or obtaining or providing for substitute performance in accordance with the Contract Documents.

5. CONTRACT PRICE AND PAYMENT. As full compensation in consideration of completion of the Work in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor's obligations under the Contract Documents, the City will pay the Contractor in lawful money of the United States the total price of \$ **In Bold** _____ (the "Contract Price") as specified in the Contractor's completed Bid Schedule dated _____, _____, and attached hereto and incorporated in this Agreement. Payment to the Contractor under this Agreement will be for Work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The City will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this Agreement is first modified in accordance with its terms. The City's obligation to pay the Contractor under this Agreement is subject to and may be offset by charges that may apply to the Contractor under this Agreement. Such charges include but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.
6. PREVAILING WAGES. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the Office of the City Clerk and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work.
7. THE CONTRACT DOCUMENTS. This Agreement consists of the following documents ("Contract Documents"), all of which are incorporated into and made a part of this Agreement as if set forth in full. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:
 - 7.1 This Agreement and change orders and other amendments to this Agreement signed by authorized representatives of the City and the Contractor.
 - 7.2 The General Provisions and change orders and other amendments to the General Conditions signed by authorized representatives of the City and the Contractor.
 - 7.3 The Special Provisions, addenda to the Special Provisions signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the City and the Contractor.
 - 7.4 The Project Plans, addenda to the Project Plans signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by

authorized City representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor.

- 7.5 Notice Inviting Bids.
- 7.6 Instructions to Bidders.
- 7.7 The successful bidder's completed Proposal Form and Bidder's Sheet.
- 7.8 The successful bidder's completed Contractor License Information.
- 7.9 The successful bidder's completed List of Proposed Subcontractors.
- 7.10 The successful bidder's Workers Compensation Insurance Certification.
- 7.11 The successful bidder's completed Non-Collusion Declaration.
- 7.12 The successful bidder's Debarment Certification.
- 7.13 The successful bidder's completed Certificates of Insurance and Endorsements.
- 7.14 The successful bidder's executed Performance Bond.
- 7.15 The successful bidder's executed Payment Bond.
- 7.16 Executed Escrow for Deposit Agreement, if applicable.
- 7.17 Change Order Form.
- 7.18 The Maintenance Bond form included in the bid package that the Contractor must execute prior to release of final payment under the Contract.
- 7.19 The successful bidder's Qualification Statement, if any.
- 7.20 The successful bidder's signed Signature Form.

8. PROVISIONS INCORPORATED BY REFERENCE. Provisions or parts of provisions that are incorporated by reference and not set forth at length in any of the Contract Documents will only form a part of this Agreement to the extent the Contract Documents expressly make such provisions or parts of provisions a part of this Agreement. For example, published public works agreement provisions, such as those of the State of California Department of Transportation Standard Specifications (known as the Standard Specifications) are only a part of this Agreement to the extent expressly incorporated in this Agreement by section number, and references in the Standard Specifications incorporated by reference to other Standard Specifications do not make such other Standard Specifications a part of this Agreement. When such published provisions are made a part of this Agreement, references in the published provisions to other entities, such as the State, the Agency, or similar references, will be deemed references to the City as the context of this Agreement may require.

9. INTERPRETATION OF CONTRACT DOCUMENTS. Any question concerning the intent or meaning of any provision of the Contract Documents, including, but not limited to, the Technical Specifications or Project Plans, must be submitted to the City Engineer, for issuance of an interpretation and/or decision by an authorized City Engineer representative in accordance with the requirements of the Contract Documents. Interpretations or decisions by any other person concerning the Contract Documents will not be binding on the City. The decision of an authorized City Engineer representative shall be final.
10. ASSIGNMENT PROHIBITED. The Contractor may not assign part or all of this Agreement, or any moneys due or to become under this Agreement, or any other right or interest of the Contractor under this Agreement, or delegate any obligation or duty of the Contractor under this Agreement without the prior written approval of an official authorized to bind the City and an authorized representative of Contractor's surety or sureties. Any such purported assignment or delegation without such written approval on behalf of the City and the Contractor's sureties will be void and a material breach of this agreement subject to all available remedies under this Agreement and at law and equity.
11. CERTIFICATION RE CONTRACTOR'S LICENSE. By signing this Agreement the Contractor certifies that the Contractor holds a valid Type A license issued by the California State Contractors Licensing Board, and that the Contractor understands that failure to maintain its license in good standing throughout the performance of the Work may result in discipline and/or other penalties pursuant to the California Business and Professions Code, and may constitute a material breach of this Agreement subject to all available remedies under this agreement and at law and equity.
12. SEVERABILITY. If any term or provision or portion of a term or provision of this Agreement is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.
13. DEFINITIONS. All words as used in the Agreement shall be subject to the Definitions set forth in Section 1 of the General Provisions of the Notice to Contractors, Special Provisions, Proposal and Contract for the **Colfax Skate Park Project**.

IN WITNESS WHEREOF, the parties have executed this Contract at Colfax, California, the day and year first above written.

CITY OF COLFAX

Name of Contractor

By: Sean Lomen, Mayor

Name of Signatory & Title

Attest:

Amanda Ahre, City Clerk

Approved as to Form and Legality:

Conor Harkins, City Attorney

PERFORMANCE BOND

(NOTE: Bidders must use this form, use of any other bond form may render a bid non-responsive)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City Council of the City of Colfax has awarded to _____ (designated as the "PRINCIPAL") a contract for the **Colfax Skate Park Project**, which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, said PRINCIPAL is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, WE, the PRINCIPAL and _____ as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the City (designated as "OBLIGEE"), in the penal sum of _____ dollars (\$ _____), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, and administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above bound PRINCIPAL, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, and shall defend, indemnify and save harmless the OBLIGEE, it's officials, officers, employees, volunteers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

And the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications or the plans accompanying the same or to any other part of the contract documents, as defined therein, shall in any way affect said SURETY's obligation on this bond, and the SURETY does hereby waive notice of any such change, extension of time, alteration or addition.

And the said SURETY, for value received, hereby stipulates and agrees that upon termination of the Contract for cause, the OBLIGEE reserves the right to refuse tender of the PRINCIPAL by the SURETY to complete the Contract work.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, _____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

(Corporate Seal) PRINCIPAL _____

By _____

(Acknowledgment) Title _____

(Corporate Seal) SURETY _____

By _____
(Attorneys-in-fact)

(Acknowledgment) Title _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bond.)

PAYMENT/LABOR AND MATERIALS BOND

(NOTE: Bidders must use this form, use of any other bond form may render a bid non-responsive)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City Council of the City of Colfax has awarded to _____ (designated as the "PRINCIPAL") a contract for the **Colfax Skate Park Project**, which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, pursuant to California Civil Code Section 9550, the PRINCIPAL is required, before entering upon the performance of the Contract, to file a payment bond with and have such bond approved by the officer or public entity by whom the Contract is awarded; and

WHEREAS, pursuant to California Civil Code Section 9554, such payment bond must be in a sum not less than one hundred percent (100%) of the total amount payable by the terms of the Contract, and must satisfy the other requirements specified in that section; and

WHEREAS, the PRINCIPAL is required in accordance with the Contract to furnish a payment bond in connection with the Contract to secure payment of claims of laborers, mechanics and materialmen employed on work under the Contract in accordance with applicable law;

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the PRINCIPAL and the undersigned _____, as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California are held and firmly bound unto all laborers, material men, and all other persons named in California Civil Code Section 9100 in the sum of _____ Dollars (\$ _____), lawful money of the United States, being a sum not less than one hundred percent of the total amount payable by the terms of the Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the PRINCIPAL or any of the PRINCIPAL's subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any persons named in California Civil Code Section 9100, or fail to pay for any labor, materials, provisions, provender, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or fail to pay amounts due under the Unemployment Insurance Code with respect to such work or labor, or fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the PRINCIPAL or any subcontractors of the PRINCIPAL pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the SURETY will pay for the same in an amount not exceeding the amount herein above set forth, and also, in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court; otherwise this obligation shall be void.

It is hereby expressly stipulated and agreed by the said Surety, for value received, that this bond shall inure to the benefit of any and all of the persons named in Section 9100 of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

It is hereby further expressly stipulated and agreed by the said Surety, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or the specifications or drawings accompanying the same or to any other part of the contract documents, as defined therein, shall in any manner affect the obligations of the SURETY on this bond, and SURETY does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, __, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

(Corporate Seal) PRINCIPAL _____

By _____

(Acknowledgment) Title _____

(Corporate Seal) SURETY _____

By _____
(Attorneys-in-fact)

(Acknowledgment) Title _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bond.)

CITY OF COLFAX
33 South Main Street, P.O. Box 702 Colfax, California 95713

ORDER NO

DATE

STATE
California

COUNTY
Placer

CONTRACT CHANGE ORDER

CONTRACT FOR:

CONTRACT NO:

OWNER:

City of Colfax

CONTRACTOR:

CURRENT CONTRACT PRICE:

CURRENT CONTRACT TIME OF COMPLETION:

CURRENT NO. WORKING DAYS

TO:

(Contractor)

You are hereby requested to comply with the following changes from to the contract plans, specifications, or other contract documents:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE In Contract Price
1)		
TOTALS	\$ -	\$ -
NET CHANGE IN CONTRACT PRICE		\$ 0.00

JUSTIFICATION:

The amount of the Contract will be (Decreased) (Increased) By The Sum Of: \$
-

The Contract Total Including this and previous Change Orders Will Be:

The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged): _____ Days
Contract Completion
Date

Upon execution by representatives authorized to bind the parties, this Change Order will become a part of the contract. The consideration specified in this Change Order (whether an adjustment of the contract price, an adjustment of time, and/or other consideration) is the full and sole compensation owed to the contractor as a result of the changes and issues described in this Change Order. Such consideration includes, but is not limited to, any and all direct and indirect costs incurred by the contractor as a result of the changes and issues described in this Change Order for any labor, equipment, materials, overhead (additional, extended, field and home office), profit, or time adjustments. By signing this Change Order the contractor waives and releases the owner from any and all claims for additional compensation concerning any of the changes and issues specified in this Change Order.

The undersigned, being the _____(Title) of the Contractor, by signing this Changer Order declares under penalty of perjury under the laws of the State of California, and does personally certify and attest that: the undersigned has thoroughly reviewed the attached request for change order and knows its contents, and said request for change order is made in good faith; that it is supported by truthful and accurate data; that the amount requested and the additional time requested accurately reflect the allowable expenses that would be incurred, and the time necessary, to perform the change order; and further, that the undersigned is familiar with California Penal Code Section 72 and California Government Code Section 12650 et seq., pertaining to false claims, and further knows and understands that the submission or certification of a false claim may lead to fines, imprisonment, or other severe legal consequences.

Requested _____
(Owner) (Date)

Recommended _____
(Owner's Architect/Engineer) (Date)

Accepted _____
(Contractor) (Date)

Approved by Agency _____
(Name and Title) (Date)

925984

MAINTENANCE BOND

(NOTE: Bidders must use this form, use of any other bond form may render a bid non-responsive)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City Council of the City of Colfax has awarded to _____ (designated as the "PRINCIPAL") a contract for the **Colfax Skate Park Project**, which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, the PRINCIPAL is required under the terms of the Contract to furnish a bond for the correction of any defects due to defective materials or workmanship in the work performed under the Contract.

NOW, THEREFORE, we the PRINCIPAL and the undersigned _____, as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the City of Colfax, (designated as the "OBLIGEE"), in the penal sum of _____ Dollars (\$_____), lawful money of the United States, being a sum not less than ten percent (10%) of the final Contract price, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if, during a maintenance period of one (1) year from the date of acceptance by the OBLIGEE of the contracted work, the PRINCIPAL upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

If any action shall be brought by the OBLIGEE upon this bond, a reasonable attorney's fee, to be fixed by the Court, shall be and become a part of OBLIGEE's judgment in any such action.

No right of action shall accrue on this bond to, or for the use of, any person or corporation other than the OBLIGEE named herein or the heirs, executors, administrator or successor of the OBLIGEE.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this _____ day of _____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) PRINCIPAL _____

By _____

(Acknowledgment) Title _____

(Corporate Seal) SURETY _____

By _____
(Attorneys-in-fact)

(Acknowledgment) Title _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bond.)

**ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between the City of Colfax, whose address is 33 South Main Street, P.O. Box 702 Colfax, California 95713 hereinafter called "City", and _____, whose address is _____, hereinafter called "Contractor", and _____, whose address is _____, hereinafter called "Escrow Agent"

For consideration hereinafter set forth, the City, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to the Construction Contract entered into between the City and Contractor for the project entitled **Colfax Skate Park Project** in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as substitute for Contract earnings, the Escrow Agent shall notify the City within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the City and Contractor. Securities shall be held in the name of _____ and shall designate the Contractor as the beneficial owner.
2. The City shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the City makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this contract is terminated. The Contractor may direct the investments of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the escrow agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of the Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City to the Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The City shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven day's written notice to the Escrow Agent from the City of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.
8. Upon receipt of written notification from the City certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow

Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on the written notifications from the City and the Contractor pursuant to Sections (4) to (6) inclusive, of this agreement and the City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures, are as follows:

On behalf of City:

Title: _____

Name: _____

On Behalf of Contractor:

Title: _____

Name: _____

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the City and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

City:

Contractor:

Title

Title

Name

Name

Signature

Signature

Address

Address



CITY of COLFAX

C A L I F O R N I A

CITY HALL, 33 SOUTH MAIN STREET, COLFAX, CA



BUSINESS LICENSE APPLICATION

BUSINESS INFORMATION

Business Name _____

DBA / Corporate Name _____

Business Address _____
(Cannot be PO Box per State of California Business & Professionals Code – Section 17538.5)

Mailing Address _____

Phone Number _____

Email Address _____

Description of Business _____

Type of Ownership: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietor ☐ Trust ☐ Non-Profit

Bus. Start Date	
State Sales Tax No.	
Federal Tax ID No.	
State Lic. Type	
State Lic. No.	
Expire Date	

PERSONAL INFORMATION – Enter below names of Owners, Partners, or Corporate Officers (Attach additional sheet(s) if necessary)

1st Owner/Principal _____

Title _____

Home Address _____
(Cannot be a PO Box) City Zip Code

Home Phone Number	
Cell Phone Number	

2nd Owner/Principal _____

Title _____

Home Address _____
(Cannot be a PO Box) City Zip Code

Home Phone Number	
Cell Phone Number	

IF YOUR BUSINESS IS LOCATED IN THE CITY OF COLFAX:

YES NO

- Is the building newly constructed?..... ☐ ☐
- Are you making any modifications to the building that would require a permit?..... ☐ ☐
(e.g. new signs, additions, tenant improvements (electrical, plumbing, etc.)

*If yes, have you submitted application(s) for permit(s)?.....

☐ ☐

3. Is this a home business?.....

☐ ☐

Please complete application on the back

Please enter all that apply to this business/rental		CERTIFICATION AND ACKNOWLEDEMENT
No. of Owners / Employees	#	<p>I declare under penalty and perjury that the statements made in this application are true. I further agree that business shall be conducted in accordance with the City of Colfax Municipal Code. I understand that Sales or Use Tax may apply to my business activities. Upon issuance of a business license, it shall be my responsibility to renew the license annually by June 30th.</p> <p>Owner/Principal Signature_____</p> <p>Title_____ Date _____</p>
Estimated Current Year Annual Gross Receipts for Sales and/or Services	\$	
No. of Residential Rental Units	#	

OFFICE USE ONLY

ANNUAL FEE	\$	FEE BASIS
PRORATED FEE	\$	DATE RECEIVED
*A.D.A. FEE	\$ 4.00	LICENSE EXPIRES
TOTAL FEES PAID	\$	ACCEPTED BY
PAYMENT BY: Check # _____ \$ _____ CASH \$ _____ CREDIT CARD \$ _____		
*Senate Bill 1186 (Chapter 383, Statutes of 2012, Steinberg) requires an additional fee of one dollar (\$1) to be paid by any person(s) applying for a local business license, or equivalent instrument, or permit, and any applicant renewing a business license, or equivalent instrument, or permit.		

APPLICATION APPROVED BY

City Manager	Date
City Building Official	Date
City Planner	Date
City Engineer (If Required)	Date

If you do NOT have employees and do NOT carry Workers' Compensation Insurance, please sign below.

AFFIDAVIT OF WORKERS' COMPENSATION EXEMPTION

I certify that, in the performance of work for which this license is issued, I shall not employ any person in any manner so as to become subject to the Workers' Compensation laws of California.

Owner's Signature _____ Date _____

Sales or use tax may apply to your business activities. You may seek written advice regarding the application of tax to your particular business by writing to the nearest State Board of Equalization office.
For general information, please call the Board of Equalization at 1-800-400-7115.

STATE OF CALIFORNIA DISABILITY ACCESS FEE

Under federal and state law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies:

The Division of the State Architect at www.dgs.ca.gov/dsa/Home.aspx.

The Department of Rehabilitation at www.rehab.cahwnet.gov.

The California Commission on Disability Access at www.cdda.ca.gov.

Mail completed form and check made payable to the "City of Colfax" at address below.

PLEASE NOTE: Cash or Checks Accepted Only

**City of Colfax
City Clerk's Office
33 South Main Street
P.O. Box 702
Colfax, CA 95713**

(530) 346-2313
FAX: (530) 346-6214

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called “backup withholding.” Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for “Other” and enter “LLC” in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the “Exempt from backup withholding” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. “Other payments” include payments made in the course of the requester’s trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person’s number must be furnished.

²Circle the minor’s name and furnish the minor’s SSN.

³You must show your individual name and you may also enter your business or “DBA” name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

GENERAL PROVISIONS

SECTION 1 DEFINITIONS

The following terms as used in any agreement of which these General Provisions are a part are defined as follows:

- 1-1.01 Agreement:** The Agreement between the City and Contractor concerning the Project, as evidenced by and comprised of the Contract Documents, sometimes referred to as the Project Agreement or the Contract.
- 1-1.02 Base:** A layer of specified material of planned thickness placed immediately below the pavement or surfacing.
- 1-1.03 Base Material:** The material in excavation or embankments underlying the lowest layer of subbase, base, pavement, surfacing or other specified layer which is to be placed.
- 1-1.04 Bid Package:** All of the documents listed as comprising the entire Bid Package as specified in the Instructions to Bidders and representing the full set of documents made available to bidders on the Project.
- 1-1.05 Bridge:** Any structure, with a bridge number, which carries a utility facility, or railroad, highway, pedestrian or other traffic, over a water course or over or under or around any obstruction.
- 1-1.06 Caltrans:** The Department of Transportation of the State of California, as created by law.
- 1-1.07 Change Order:** An Amendment to the Agreement, the Project Plans, Technical Specifications or other Contract Documents made in accordance with Section 3, Control of Work and Material and Changes in Work, of the General Provisions hereof.
- 1-1.08 City:** City of Colfax.
- 1-1.09 Conduit:** A pipe or tube in which smaller pipes, tubes or electrical conductors are inserted or are to be inserted.
- 1-1.10 Contract Documents:** All those documents listed in the Project Agreement as comprising the entire agreement between the City and the Contractor.
- 1-1.11 Contractor:** The successful bidder for the Project and party to the Project Agreement with the City as specified in the Project Agreement.

- 1-1.12 Culvert:** Any structure, other than a bridge, which provides an opening under a roadway for drainage or other purposes.
- 1-1.13 Days:** Unless otherwise specified in the Contract Documents, days mean working days.
- 1-1.14 Designer:** The person or persons so specified on the Technical Specifications and/or Project Plans.
- 1-1.15 Detour:** A temporary route for traffic around a closed portion of a road.
- 1-1.16 Divided Highway:** A highway with separated traveled ways for traffic, generally in opposite directions.
- 1-1.17 Engineer:** The City's authorized representative for administration and overall management of the Project Agreement and Work. The Engineer is the official point of contact between the City and the Contractor, and is also known as the "City Engineer".
- 1-1.18 Frontage Road:** A local street or road auxiliary to and located generally on the side of an arterial highway for service to abutting property and adjacent areas and for control of access.
- 1-1.19 Grading Plane:** The surface of the basement material upon which the lowest layer of subbase, base, pavement, surfacing or other specified layer is placed.
- 1-1.20 Highway:** The whole right of way or area which is reserved for and secured for use in constructing the roadway and its appurtenances.
- 1-1.21 Laboratory:** The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials involved in the contract.
- 1-1.22 Manual on Uniform Traffic Control Devices:** the California Manual on Uniform Traffic Control Devices, latest edition, Caltrans.
- 1-1.23 Median:** That portion of a divided highway separating the traveled ways for traffic in opposite directions including inside shoulders.
- 1-1.24 Office of Structure Design:** The Office of Structure Design as part of the California Department of Transportation. When the specifications require working drawings to be submitted to the Offices of Structure Design, the drawings shall be submitted to: Office of Structure Design, Documents Unit, Mail Station 9-4/4I, 1801 30th Street, Sacramento, CA 95816, Telephone (916) 227-8252.
- 1-1.25 Pavement:** The uppermost layer of material placed on the traveled way or shoulders. This term is used interchangeably with surfacing.

- 1-1.26 Processing:** Any operation or operations of whatever nature and extent required to produce a specified material.
- 1-1.27 Project:** The **Colfax Skate Park Project** as described in the Technical Specifications and Project Plans.
- 1-1.28 Project Inspector:** The party or parties charged by the City with inspecting the Work for compliance with the requirements of the Contract Documents and applicable laws and regulations. The Project Inspector acts under the direction of the City and shall coordinate with the City Engineer as directed by the City in accordance with the Contract Documents.
- 1-1.29 Project Plans:** The primarily graphic detailed requirements concerning the Project contained in the Bid Package and any addenda to the Project Plans signed by authorized City representatives and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor in accordance with the requirements of the Contract Documents.
- 1-1.30 Roadbed:** The roadbed is that area between the intersection of the upper surface of the roadway and the side slopes or curb lines. The roadbed rises in elevation as each increment or layer of subbase, base, surfacing or pavement is placed thereon. Where the medians are so wide as to include areas of undisturbed land, a divided highway is considered as including 2 separate roadbeds.
- 1-1.31 Roadway:** That portion of the highway included between the outside lines of sidewalks, or curbs, slopes, ditches, channels, waterways, and including all the appertaining structures, and other features necessary to proper drainage and protection.
- 1-1.32 Shoulders:** The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.
- 1-1.33 Special Provisions:** The special provisions set forth conditions or requirements peculiar to the Work and supplementary to the General Provisions.
- 1-1.34 Standard Specifications:** The directions, provisions and requirements contained in the Caltrans Specifications.
- 1-1.35 Subbase:** A layer of specified material of planned thickness between a base and the basement material.
- 1-1.36 Subcontractor:** A person, firm or corporation that is obligated as a party to a contract with the Contractor to perform part of the Project work. For purposes of these General Provisions Subcontractors include, but are not limited to, those that are obligated as

parties to a contract with the Contractor to specially fabricate and install a portion of the Project Work according to the Technical Specifications and/or Project Plans.

1-1.37 Subgrade: That portion of the roadbed on which pavement, surfacing, base, subbase, or a layer of any other material is placed.

1-1.38 Substructure: All that part of the bridge below the bridge seats, tops of piers, haunches of rigid frames, or below the spring lines of arches. Backwalls and parapets of abutments and wingwalls of bridges shall be considered as parts of the substructure.

1-1.39 Superstructure: All that part of the bridge except the bridge substructure.

1-1.40 Surfacing: The uppermost layer of material placed on the traveled way, or shoulders. This term is used interchangeably with pavement.

1-1.41 Technical Specifications: The detailed Project requirements contained in the Bid Package and any addenda to the Technical Specifications signed by authorized City representatives and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the City and the Contractor in accordance with the requirements of the Contract Documents.

1-1.42 Traffic Lane: That portion of a traveled way for the movement of a single line of vehicles.

1-1.43 Traveled Way: That portion of the roadway for the movement of vehicles, exclusive of the shoulders.

1-1.44 Work: The furnishing of all equipment, tools, apparatus, facilities, material, labor and skill necessary to perform and complete in a good and workmanlike manner the Project as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.

1-1.45 Written Notice: Will be deemed to have been duly served for purposes of these General Provisions and any agreement of which they are a part if delivered in person to the individual or to a member of the firm or to any office of the corporation for whom the notice is intended, or if sent by registered or certified mail to the last known business address known to the party giving notice. Unless otherwise specified in the Contract Documents, the last known address of the Contractor shall be that listed in the Contractor's completed Proposal and Schedule of Bid Prices.

SECTION 2

SCOPE OF WORK

2-1.01 Documents Furnished by City. The City will furnish to the Contractor, free of charge five (5) sets of prints of the Project Plans and Technical Specifications for execution of the Work. Throughout the performance of the Work the Contractor must keep one copy of the Project Plans and Technical Specifications in good order and available for review by the Engineer, the Designer, and any other City contractors or representatives.

2-1.02 Ownership of Documents Furnished by City. All documents furnished by the City, including, but not limited to, the Technical Specifications, Project Plans, and any copies, are the property of the City. Documents furnished by the City may not to be used on any other work. All documents furnished by the City must be returned to City upon completion of the Work.

2-1.03 Technical Specifications and Project Plans.

- a. The Technical Specifications and Project Plans are complementary and intended to mutually describe the Work necessary to complete the Project in accordance with the Contract Documents.
- b. In general, the Project Plans indicate dimensions, position and kind of construction, and the Technical Specifications indicate qualities and methods. Any Work indicated on the Project Plans and not mentioned in the Technical Specifications or vice versa must be furnished as though fully set forth in both. Work that is not particularly detailed, marked or specified shall be the same as similar Work that is detailed, marked or specified. The Contractor must furnish items necessary for the operation of equipment depicted in the Project Plans or specified in the Technical Specifications that are suitable to allow such equipment to function properly at no extra charge.
- c. The Contractor must notify the Engineer as soon as possible of any apparent errors or inconsistencies, including, but not limited to, typographical or notational errors in the Project Plans, Technical Specifications, and/or in work done by others affecting the Work. The Engineer will issue instructions concerning any such apparent errors or inconsistencies. If the Contractor proceeds with Work impacted by apparent errors or inconsistencies without instructions from the Engineer, the Contractor shall do so at its sole risk and shall have all of the obligations and the City shall have all of the rights and remedies specified in Section 9 concerning any resulting damage or defect.
- d. The General Provisions apply with equal force to all of the Work, including extra work authorized by the Engineer in accordance with the Contract Documents. The Contractor must submit any required shop diagrams and/or drawings by the times and in the quantities indicated in the Technical Specifications. Any such shop diagrams and/or drawings must show completely the Work to be done, expanding on the Project Plans concerning details not previously shown, field conditions and the

condition of the Work. Engineer review of such shop diagrams and/or drawings will concern conformance with the requirements of the Contract Documents only. The Engineer assumes no responsibility for the correctness or accuracy of the dimensions or any other contents of any shop diagrams and/or drawings submitted by the Contractor. The Contractor must check all dimensions at the Work site. Shop diagrams and/or drawings must be clearly marked with the name of the Project and the name of the Contractor, subcontractor or supplier making the submittal, and must be stamped and signed by the Contractor and submitted under a signed transmittal letter from the Contractor certifying that all dimensions have been checked at the Work site. These requirements are mandatory. The Engineer will not review shop diagrams and/or drawings that do not satisfy these requirements. The Contractor will be responsible for any and all discrepancies between dimensions of the actual Project site and/or Work and those shown on shop diagram and/or drawings submitted by the Contractor, and for any other errors contained in or resulting from such shop diagrams and/or drawings, including, but not limited to, errors in material and/or equipment quantities and any resulting errors, delays or additional cost in the performance of the Work. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 9, Remedies and Disputes, concerning any discrepancies or errors in shop diagrams and/or drawings submitted by the Contractor, and concerning any resulting errors, delays or additional costs in the performance of the Work.

2-1.04 Pre-Construction Conference. Prior to the issuance of the Notice to Proceed, a pre-construction conference will be held at the City Offices for the purpose of discussing with the Contractor the scope of work, Contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors.

SECTION 3

CONTROL OF WORK AND MATERIAL

AND

CHANGES IN THE WORK

3-1.01 Engineer's Status. The Engineer will administer the Project in accordance with the Contract Documents. After execution of the agreement and issuance of the Notice to Proceed, all correspondence and/or instructions concerning the Project between the Contractor and/or City shall be forwarded through the Engineer. Except as otherwise provided in the Contract Documents, the Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, or procedures or for safety precautions in connection with the Work. The Engineer, however, will have authority to reject materials and/or workmanship that do not conform to the requirements of the Contract Documents. The Engineer will also have the authority to require inspection or testing of the Work.

3-1.02 Designer's Status. The Designer will advise the Engineer concerning decisions on all claims of the Contractor and all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents. The Designer will also advise the Engineer concerning Work that does not conform to the Contract Documents. Whenever, in the Designer's opinion, it is necessary or advisable in accordance with the Contract Documents, the Designer may recommend to the Engineer inspection or testing of the Work, whether or not such Work is then fabricated, installed or completed.

3-1.03 Inspection and Testing of Work and Material.

- a. The City, the Engineer, the Designer and their representatives will have access to the Work at all times wherever it is in preparation or progress. The Contractor must provide proper facilities for such access and for inspection. The Contractor shall furnish the Engineer a list of the Contractor's sources of materials and the locations at which those materials will be available for inspection. The list shall be furnished to the Engineer in sufficient time to permit inspecting and testing of materials to be furnished from the listed sources in advance of their use. Within three (3) business days of receipt of the list, the Engineer may inspect, sample or test materials at the source of supply or other locations, but the inspection, sampling or testing will not be undertaken until the Engineer is assured by the Contractor of the cooperation and assistance of both the Contractor and the supplier of the material. The Contractor shall assure that the Engineer or the Engineer's authorized representative has free access at all times to the material to be inspected, sampled or tested. Adequate facilities shall be furnished free of charge to the Engineer to make the necessary inspection. The City assumes no obligation to inspect materials at the source of supply. It is understood that the inspections and tests if made at any point other than the point of incorporation in the Work in no way shall be considered as a guaranty of acceptance of the material nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made, and that inspection

and testing performed by the City shall not relieve the Contractor or the Contractor's suppliers of responsibility for quality control.

- b. The Contractor must inspect all materials as delivered and promptly return all defective materials without waiting for their rejection by the Designer or Engineer. The Contractor shall be responsible for controlling the quality of the material entering the Work and of the Work performed, and shall perform testing as necessary to ensure control. The test methods used for quality control testing shall be as determined by the Contractor and this Agreement. The results of the testing shall be made available to the Engineer upon request. These tests are for the Contractor's use in controlling the Work and will not be accepted for use as acceptance tests. Full compensation for performing quality control tests and making the results available to the Engineer shall be considered as included in the Contract Prices and no additional compensation will be allowed therefor.
- c. If the Engineer, the Technical Specifications, or any laws, ordinances, or any public authority require any Work to be tested or approved, the Contractor must give the Engineer timely notice of the Contractor's readiness for inspection. Inspections will be promptly made, and where practicable, at the source of supply. Any work subject to such testing that is covered up without timely notice to the Engineer or without the approval or consent of the Engineer must, if required by the Engineer, be uncovered for examination at the Contractor's expense. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 9 of these General Provisions concerning any work subject to testing that is covered up without timely notice to the Engineer and that is not uncovered for examination at the Contractor's expense if required by the Engineer.
- d. Tests of materials or qualification tests required by the Contract Documents must be made in accordance with the Technical Specifications and the requirements of the California Building Standards Code, where applicable, as adopted by the City, and other applicable law. Copies of all testing reports shall be distributed as required in the Technical Specifications. The laboratory or inspection agency shall be selected by the City. The City will pay for all laboratory inspection service direct, and not as a part of the Contract. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.
- e. The City or its representatives may order re-examination of questioned Work. If ordered to do so, the Contractor must uncover such Work. If such Work is found to be according to the Contract Documents, the City shall pay the cost of uncovering and restoring the Work, unless such Work was subject to testing and covered up without timely notice to or approval of the Engineer. If re-examined Work is found not in accordance with the Contract Documents, the Contractor must pay the cost of uncovering and restoring the Work. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 9 of these General Provisions concerning any re-examined Work not in accordance with

the Contract Documents that the Contractor fails to uncover and restore at the Contractor's expense.

- f. The Contractor must replace or correct without charge any material or workmanship found not to conform to the requirements of the Contract Documents, unless the City consents to accept such material or workmanship with an appropriate adjustment in the Contract Price. The Contractor must promptly segregate and remove non-conforming material from the Work site. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 9 of these General Provisions concerning any failure by the Contractor to replace or correct without charge any material or workmanship that does not conform to the requirements of the Contract Documents and that the City has not consented to accept.
- g. Any work done beyond the lines and grades shown on the Project Plans or established by the Engineer, or any extra work done without written authority will be considered as unauthorized work and will not be paid for. Upon order of the Engineer unauthorized work shall be remedied, removed or replaced at the Contractor's expense.
- h. The inspection of the Work or materials shall not relieve the Contractor of any of the Contractor's obligations to fulfill the Agreement. Work and materials not meeting Agreement requirements shall be made good, and unsuitable Work or materials may be rejected, notwithstanding that the Work or materials have been previously inspected by the Engineer or that payment therefore has been given.
- i. Unless otherwise specified, all tests shall be performed in accordance with the methods used by Caltrans and shall be made by the Engineer or the Engineer's designated representative.
- j. The City has developed methods for testing the quality of materials and work. These methods are identified by number and are referred to in the Technical Specifications as California Tests. Copies of individual California Tests are available at the Transportation Laboratory, Sacramento, California, and will be furnished to interested persons upon request.
- k. Whenever the specifications require compliance with specified values for the following properties, tests will be made by the California Test indicated unless otherwise specified:

Properties	California Test
Relative Compaction	216 or 231
Sand Equivalent	217
Resistance (R-value)	301
Grading (Sieve Analysis)	202
Durability Index	229

- l. Whenever a reference is made in the Technical Specifications to a California Test by number, it shall mean the California Test in effect on the day the Agreement is signed on behalf of the City.
- m. Whenever the Technical Specifications provide an option between 2 or more tests, the Engineer will determine the test to be used.
- n. Whenever a reference is made in the Technical Specifications to a specification, manual or test designation either of the American Society for Testing and Materials, the American Association of State Highway and Transportation Officials, Federal Specifications or any other recognized national organization, and the number or other identification representing the year of adoption or latest revision is omitted, it shall mean the specification, manual or test designation in effect on the day the Agreement is signed on behalf of the City. Whenever the specification, manual or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of those reports, identified as to the lot of material, shall be furnished to the Engineer. The manufacturer's test reports shall supplement the inspection, sampling and testing provisions in this Section, and shall not constitute a waiver of the City's right to inspect. When material which cannot be identified with specific test reports is proposed for use, the Engineer may, at the Engineer's discretion, select random samples from the lot for testing. Test specimens from the random samples, including those required for retest, shall be prepared in accordance with the referenced specification and furnished by the Contractor at the Contractor's expense. The number of the samples and test specimens shall be entirely at the discretion of the Engineer. Unidentified metal products, such as sheet, plate and hardware shall be subject to the requirements of Section 55-1.02A(6), "Unidentified Stock Material" of the Standard Specifications.
- o. When requested by the Engineer, the Contractor shall furnish, without charge, samples of all materials entering into the Work, and no material shall be used prior to approval by the Engineer, except as provided in Section 3-1.04, "Certificates of Compliance." Samples of material from local sources shall be taken by or in the presence of the Engineer; otherwise, such samples will not be considered for testing.

3-1.04 Certificates of Compliance.

- a. Certificates of Compliance shall be furnished prior to the use of any materials for which the Technical Specifications require that a certificate be furnished. In addition, when so authorized in the Technical Specifications, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Technical Specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

- b. Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Project Plans and Technical Specifications, and any material not conforming to the requirements will be subject to rejection whether in place or not.
- c. The City reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.
- d. The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

3-1.05 Samples Furnished by the Contractor. The Contractor must furnish all samples for approval as directed in sufficient time to permit the Designer or Engineer to examine, approve and select samples before they are required by the progress of the Work. Portions of the Work for which samples are required and for which the Designer or Engineer has selected samples must be in accordance with such approved samples. Samples must be sent prepaid to the office of the Engineer or to such place as the Engineer may direct.

3-1.06 Materials and Substitutions.

- a. Materials used for the Work must be new and of the quality specified. When not particularly specified, materials must be the best of their class or kind. The Contractor must, if required, submit satisfactory evidence as to the kind and quality of materials.
- b. If the Contractor submitted complete information to the Public Works Department for products proposed as equals in accordance with the bid package, and the City approved such products proposed as equals in writing, the Contractor may either furnish such products approved as equals, or furnish the products listed by manufacturer name, brand or model number in the Technical Specifications or Project Plans. The City retains the right, in its sole discretion, to accept or reject any other proposed substitution. To be considered, proposals concerning products proposed as equals must include sufficient information to permit the City to determine whether the products proposed as equals will satisfy the same performance requirements as products listed by manufacturer's name, brand or model number. Such performance requirements may include, but are not limited to, size, strength, function, appearance, ease of maintenance and repair, and useful life requirements. If the City does not accept a proposed substitution, the Contractor must furnish the product specified in the Technical Specifications or Project Plans for the Contract Price, regardless of whether the product is specified by manufacturer's name, brand or model number, or otherwise.

3-1.07 Contractors Responsibility For The Work And Materials.

- a. Until the acceptance of the Work, the Contractor shall have the charge and care of the Work and of the materials to be used and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work, except as provided in Sections 6-1.16, "Public Convenience," and 5-1.11, "Relief From Maintenance and Responsibility." The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for those injuries, losses, or damages that are directly and proximately caused by acts of the Federal Government or the public enemy. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage of the roadway and erect those temporary structures that are necessary to protect the Work or materials from damage. The suspension of the Work from any cause whatever shall not relieve the Contractor of the responsibility for the Work and materials as herein specified. If ordered by the Engineer, the Contractor shall, at the Contractor's expense, properly store materials which have been partially paid for by the City or which have been furnished by the City. Storage by the Contractor shall be on behalf of the City and the City shall at all times be entitled to the possession of the materials, and the Contractor shall promptly return the materials to the site of the Work when requested. The Contractor shall not dispose of any of the materials so stored except on written authorization from the Engineer.
- b. During the performance of the Work, all materials must be neatly stacked, properly protected from the weather and other adverse impacts, and placed so as to avoid interference with efficient progress of the Work, with other activities of the City, or with the use of existing City facilities by the public. All materials must be delivered so as to ensure efficient and uninterrupted progress of the Work. Materials must be stored so as to cause no obstruction and so as to prevent overloading of any portion of the Work. The Contractor will be responsible for damage or loss of materials delivered to and/or stored at the Work site due to weather or other causes. The Contractor must promptly remove from the Work site all materials rejected by the City or its representatives as failing to conform to the requirements of the Contract Documents, whether such non-conforming materials have been incorporated in the Work or not. If the City or its representatives so direct, the Contractor must promptly replace and re-execute Work performed by the Contractor and order the replacement and re-execution of Work performed by subcontractors using non-conforming materials with materials that satisfy the requirements of the Contract Documents without expense to the City. The Contractor will bear the expense of making good all Work destroyed or damaged by such removal. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 9 of these General Provisions concerning any failure by the Contractor to replace or re-execute Work using non-conforming materials, and/or to make good all work destroyed or damaged by such removal and/or execution.

3-1.08 Audit and Examination of Records. The City may examine and audit at no additional cost to the City all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports and other Project related data of the Contractor, subcontractors engaged in performance of the Work, and suppliers providing supplies, equipment and other materials required for the Work, including computations and projections related to bidding, negotiating, pricing or performing the Work or contract modifications and other materials concerning the Work, including, but not limited to, Contractor daily logs, in order to evaluate the accuracy, completeness, and currency of cost, pricing, scheduling and any other project related data. The Contractor will make available all such Project related data at all reasonable times for examination, audit, or reproduction at the Contractor's business office at or near the Work site, and at any other location where such Project related data may be kept until three years after final payment under the Agreement. Pursuant to California Government Code Section 8546.7, if the amount of public funds to be expended is in excess of \$10,000, this Agreement shall be subject to the examination and audit of the State Auditor, at the request of the City, or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

3-1.09 Advertising. No advertising signs of any kind may be displayed on the Work site, or on fences, offices or elsewhere adjacent to the Work site.

3-1.10 Project Schedule. Within seven (7) days of issuance of the Notice to Proceed, the Contractor must submit a schedule showing each task of Work, the sequence of each task, the number of days required to complete each task, and the critical path controlling the completion of the entire Work. The schedule must allow for the completion of the entire Work within the Time for Completion.

- a. City Review of Schedule. The City may review the Contractor's submitted schedule and may note any exceptions. The Contractor must correct any exceptions noted by the City within five (5) working days of being notified of the exceptions.
- b. Update of Schedule. After submission of a schedule to which the City has taken no exceptions, the Contractor must submit an updated schedule on a biweekly basis or as otherwise specified by the City until completion of the Work. The updated schedule must show the progress of Work as of the date specified in the updated schedule.
- c. Float. The schedule shall show early and late completion dates for each task. The number of days between these dates will be designated as "float". The Float will be designated to the Project and will be available to both the City and the Contractor as needed.
- d. Failure to Submit Schedule. If the Contractor fails to submit schedules within the time periods specified in this Section, or submit a schedule to which the City has taken uncorrected exceptions, the City may withhold payments to the Contractor until

such schedules are submitted and/or corrected in accordance with the Contract Documents.

- e. Responsibility for Schedule. The Contractor will be solely and exclusively responsible for creating the schedule and properly updating it. The City may note exceptions to any schedule submitted by the Contractor. However, the Contractor will be solely responsible for determining the proper method for addressing such exceptions and the City's review of the schedule will not place scheduling obligation on the City.

3-1.11 Construction Staking. Where the Contract Documents require, the Contractor shall employ a licensed Land Surveyor to perform construction staking. Stakes and marks will be set by the Surveyor as the Engineer determines to be necessary to establish the lines and grades required for the completion of the Work.

- a. The Contractor will be responsible for coordinating performance of the Work with the Surveyor and for all costs associated with construction staking and layout.
- b. Contractor shall provide "cutsheets" for the Engineer to review and use in checking grades. Finished grades shall be within 0.01 feet in elevation and 0.03 feet horizontal layout of the grades as shown on the plans.
- c. Full compensation for Construction Staking shall be considered as included in the prices paid for the various items of Work involved, and no additional payment will be made therefore by the City.

3-1.12 Detours.

- a. The Contractor shall construct and remove detours and detour bridges for the use of public traffic as provided in the Special Provisions, or as shown on the Project plans or as directed by the Engineer. Payment for this Work will be made as set forth in the Special Provisions or at the contract prices for the items of Work involved
- b. The cost of repairing damage to detours caused by public traffic will be paid for as provided in this Section 3 of these General Provisions.
- c. When public traffic is routed through the Work, provision for a passageway through construction operations will not be considered as detour construction or detour maintenance, and this Work shall conform to and be paid for as provided in Section 6-1.16, "Public Convenience" of these General Provisions unless otherwise specified in the Special Provisions.
- d. Detours used exclusively by the Contractor for hauling materials and equipment shall be constructed and maintained by the Contractor at the Contractor's expense.

- e. The failure or refusal of the Contractor to construct and maintain detours at the proper time shall be sufficient cause for suspending the Work until the detours are in satisfactory condition for use by public traffic.
- f. Where the Contractor's hauling is causing such damage to the detour that its maintenance in a condition satisfactory for public traffic is made difficult and unusually expensive, the Engineer shall have authority to regulate the Contractor's hauling over the detour.

3-1.13 City Directed Change Orders. The City may at any time during the progress of the Work direct the Contractor by Change Orders, being any amendments to the Work or any of the Contract Documents, including, but not limited to the Technical Specifications, or Project Plans. Such amendments will in no way void the Agreement, but will be applied to amend the Contract Price, if such amendments affect the Contract Price or the Project schedule, or if such amendments affect the Project schedule, or any other provision of the Contract Documents based on a fair and reasonable valuation of the Change Order in accordance with this Section 3 of these General Provisions.

3-1.14 Writing Requirement. Change Orders and other related amendments to the Technical Specifications, the Project Plans, or other Contract Documents may be made only by a writing executed by authorized representatives of the City and the Contractor.

3-1.15 Contractor Proposed Change Orders. Unless the Engineer otherwise authorizes or the City and the Contractor otherwise agree, Change Order proposals submitted by the Contractor must be submitted to the Engineer no later than the time of the proposed change. The Project Manager shall review the proposed Change Order and respond by acknowledging the contract change, or by supplying information and not acknowledging a Change Order, or by recommending other action. If the Project Manager acknowledges the contract change, the Contractor shall submit a Change Order to the Project Manager as set forth in this Section 3-1.15. Each Change Order submitted by the Contractor shall be accompanied by the following certification executed by an officer of Contractor:

I, _____, being the _____ of _____ (Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached request for Change Order and know its contents, and said request for Change Order is made in good faith; that it is supported by truthful and accurate data; that the amount requested and the additional time requested accurately reflects the allowable expenses that would be incurred, and the time necessary, to perform the Change Order; and further, that I am familiar with California Penal Code section 72 and California Government Code Section 12650, et seq., pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment, or other severe legal consequences.

3-1.16 All Change Orders. All proposed Change Orders must be submitted on completed Change Order forms provided in the Contract Documents. All such proposed Change

Orders must itemize all cost impacts of the proposed Change Order and include a total price for that change order and the amended Contract Price that would become effective upon execution of the Change Order. All proposed Change Orders must specify any change in the Project schedule, or in any project milestone including, but not limited to, the Time for Completion, under the Change Order. It is understood that Change Orders that do not specify a change in any milestone, including, but not limited to, the Time for Completion, must be accomplished by the Time for Completion then in effect.

3-1.17 Change Order Pricing. Change Order pricing for all Change Orders, whether, additive, deductive, or both, will be governed by the following:

- a. Prices specified in the Contract Documents will apply to cost impacts involving items for which the Contract Documents specify prices.
- b. Cost impacts involving items for which the Contract Documents do not specify prices may be paid on a lump sum basis as approved by the City.
- c. For cost impacts involving items for which the Contract Documents do not specify prices, and for which no lump sum amount has been approved by the City, charges or credits for the Work will be paid on a time and materials basis in accordance with the following and subject to Caltrans Standard Specifications, Section 9-1.04, concerning allowable direct charges. The time and materials payment will be the sum of and limited to the direct and indirect costs for labor, materials, equipment and overhead calculated as follows:
 1. Labor: The Contractor will be paid the cost of labor for the workers (including foremen when authorized by the Engineer), used in the actual and direct performance of the Work. The cost of labor utilized in performing the Work, whether the employer is the Contractor, a subcontractor or other entity engaged in the performance of the Work, will be the sum of the following:
 - Actual Wages: The actual wages paid will include any employer fringe benefit payments to or on behalf of the workers for health and welfare, pension, vacation and similar purposes. The actual wages and fringe benefits paid must be at the rates shown on the certified payroll documents submitted by the Contractor.
 - Labor Surcharge: The labor surcharge will be as set forth in the latest edition of the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates". The labor surcharge will constitute full compensation for all payments imposed by State or Federal laws and for all other payments made to, or on behalf of, workers engaged in the performance of the Work, excluding the Actual Wages as defined above.

- Fixed Markup: A fixed markup of 15% of the sum of the actual wages paid and the labor surcharge applicable to such actual wages, together with the actual wage and labor surcharge costs described in this provision will constitute full and complete compensation for all overhead, profit, incidentals, and any and all other direct or indirect expenses associated with furnishing all labor for the Work.
2. Materials: Materials costs will be the direct costs for materials actually exhausted, consumed or entering permanently into the Work, plus a fixed markup of 15% of such direct materials costs, which, together with the direct cost of materials as described in this provision will constitute full and complete compensation for all overhead, profit, incidentals, and any and all other direct or indirect expenses associated with furnishing all materials for the Work.
 3. Equipment: All equipment used will be paid in accordance with the rates in Section 9-1.04D entitled "Equipment Rental" of the Standard Specifications, which is made a part of this Contract, plus a fixed markup of 10% of such equipment rates, which, together with the equipment rates as described in this provision will constitute full and complete compensation for all overhead, profit, incidentals, and any and all other direct or indirect expenses associated with furnishing all equipment for the Work.
 4. Unless approved in writing in accordance with Section 3-1.14 of these General Provisions in advance of performance of the Work, any and all other cost impacts (including, but not limited to profit, bond premiums or fees, insurance premiums or fees, superintendent labor, clerical expenses, home office expenses, Work site office expenses, utility costs, permit costs, and licensing costs) involving items for which the Contract Documents do not specify prices, and for which no lump sum amount has been approved by the City, will constitute incidentals, full compensation for which will be deemed included in the markups for labor, material, and equipment specified above, and no additional compensation for such cost impacts will be allowed.

3-1.18 Liability Under Unapproved Change Orders. The Contractor will be solely responsible for any and all losses, costs, or liabilities of any kind incurred by the Contractor, any subcontractor engaged in the performance of the Work, any party supplying material or equipment for the Work or any third party that are incurred pursuant to Contractor-proposed Change Orders prior to issuance of an approved Change Order executed in accordance with this Section 3 of these General Provisions. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 9 of these General Provisions concerning any work or resulting losses, costs, or liabilities pursuant to a Contractor proposed Change Order before issuance of an approved Change Order executed in accordance with this Section 3 of these General Provisions.

3-1.19 Changes Subject to Contract Documents. Any changes in the Work and/or the Contract Documents pursuant to Change Orders and any other amendments issued in accordance with the Contract Documents, including this Section 3 of these General Provisions, will in all respects be subject to all provisions of the Contract Documents, including, but not limited to, the Technical Specifications and the Project Plans, except as modified by such Change Orders or amendments.

3-1.20 Change Order Disputes.

- a. Disputed City Directed Change Orders. If the Contractor disputes a City- Directed Change Order following a reasonable effort by the City and the Contractor to resolve the dispute including, at a minimum, a meeting between appropriate representatives of the Contractor and the City, the Contractor must commence performing the Work consistent with the disputed Change Order within five (5) working days of the last meeting between representatives of the Contractor and the City to resolve the dispute, or within the time specified in the disputed City-Directed Change Order, whichever is later. In performing Work consistent with a disputed City-Directed Change Order pursuant to this Section 3-1.20 the Contractor will have all of the Contractor's rights concerning claims pursuant to the Contract Documents and applicable law.
- b. Disputed Contractor Proposed Change Orders. If the City disputes a Contractor-Proposed Change Order, the City and the Contractor will use reasonable efforts to resolve the dispute including, at a minimum, holding a meeting between appropriate representatives of the Contractor and the City. Regardless of and throughout any such efforts to resolve the dispute the Contractor must continue performing the Work irrespective of and unmodified by the disputed Change Order. In continuing to perform the Work, the Contractor will retain all of the Contractor's rights under contract or law pertaining to resolution of disputes and protests between contracting parties. Disputes between the City and the Contractor concerning any Contractor-Proposed Change Order or other amendment do not excuse the Contractor's obligation to perform the Work in accordance with the Contract Documents excluding such Contractor-Proposed Change Order or other amendment by the Time for Completion or waive any other Project milestone or other requirement of the Contract Documents.

SECTION 4 TRENCHING AND UTILITIES AND PROJECT FACILITIES

4-1.01 The Construction Safety Orders of the Division of Occupational Safety and Health shall apply to all excavations.

- a. Detailed plans of protective systems for which the Construction Safety Orders require design by a registered professional engineer shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and shall include the soil classification, soil properties, soil design calculations that demonstrate adequate stability of the protective system, and any other design calculations used in the preparation of the plan.
- b. No plan shall allow the use of a protective system less effective than that required by the Construction Safety Orders.
- c. If the detailed plan includes designs of protective systems developed only from the allowable configurations and slopes, or Appendices, contained in the Construction Safety Orders, the plan shall be submitted at least 5 days before the Contractor intends to begin excavation. If the detailed plan includes designs of protective systems developed from tabulated data, or designs for which design by a registered professional engineer is required, the plan shall be submitted at least 3 weeks before the Contractor intends to begin excavation.

4-1.02 Excavation More Than Four Feet Deep. In accordance with California Public Contract Code Section 7104, if the Work involves excavation more than four feet deep the Contractor must promptly notify the City in writing before disturbing: (1) any material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; any subsurface or latent physical conditions at the Work site differing from those indicated; or, (2) any unknown physical conditions at the Work site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. The City will promptly investigate any such conditions for which notice is given. If the City finds that the conditions do materially differ, or involve hazardous waste, and would cause a decrease or increase in the cost or time of performance of the Work, the City will issue a Change Order pursuant to Section 3 of these General Provisions. If a dispute arises between the City and the Contractor concerning whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the cost or time of performance, the Contractor will not be excused from any completion date provided in the Contract Documents, but shall proceed with all Work to be performed. The Contractor will retain all rights under

contract or law pertaining to resolution of disputes and protests between contracting parties.

4-1.03 Excavation of Five Feet or More. In accordance with California Labor Code Section 6705, contractors performing contracts exceeding \$25,000 in cost and involving excavation five or more feet deep must submit for the City's acceptance, prior to excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during excavation. The detailed plan shall include any tabulated data and any design calculations used in the preparation of the plan. Excavation shall not begin until the detailed plan has been reviewed and approved. If the plan varies from the shoring system standards, it must be prepared by a registered civil or structural engineer.

4-1.04 Utility Relocation Costs.

- a. In accordance with California Government Code Section 4215, the City assumes the responsibility for the timely removal, relocation or protection of existing main or trunkline utility facilities located on the Work site if such utilities are not identified by the City in the Technical Specifications and/or Project Plans. The City will compensate the Contractor for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities located at the Work site and not identified with reasonable accuracy in the Technical Specifications and/or Project Plans. The City will also compensate the Contractor for the cost of equipment on the Project necessarily idled during such work. The Contractor will not be assessed liquidated damages for Work completion delays caused by the City's failure to provide for removal or relocation of such main or trunkline utility facilities.
- b. Nothing in this Section 4-1.04 or the Contract Documents will be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Work site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Work site; provided, however, that nothing in this provision or the Contract Documents shall relieve the City from identifying main or trunklines in the Technical Specifications and/or Project Plans.
- c. Nothing in this Section 4-1.04 or the Contract Documents will preclude the City from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.
- d. Nothing in this Section 4-1.04 or the Contract Documents will be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.

- e. If the Contractor while performing the Work discovers utility facilities not identified by the City in the Technical Specifications and/or Project Plans, the Contractor must immediately notify the City and utility in writing.
- f. Either the City or the utility, whichever owns existing main or trunkline utility facilities located on the Work site, shall have sole discretion to effect repairs or relocation work or to permit the Contractor to perform such repairs or relocation work at a reasonable price.

4-1.05 Utility and Non-Highway Facilities

- a. The Contractor shall protect from damage utility and other non-highway facilities that are to remain in place, be installed, relocated or otherwise rearranged.
- b. It is anticipated that some or all of the utility and other non-highway facilities, both above ground and below ground, that are required to be rearranged (as used herein, rearrangement includes installation, relocation, alteration or removal) as a part of the highway improvements comprising part of the Work will be rearranged in advance of construction operations. Where it is not anticipated that the rearrangement will be performed prior to construction, or where the rearrangement must be coordinated with the Contractor's construction operations, the existing facilities that are to be rearranged will be indicated on the Project Plans or in the Special Provisions. Where a rearrangement is indicated on the Project Plans or in the Special Provisions, the Contractor will have no liability for the costs of performing the work involved in the rearrangement.
- c. The right is reserved to the City and the owners of facilities, or their authorized agents, to enter upon the highway right of way for the purpose of making those changes that are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in this Work and shall conduct operations in such a manner as to avoid any unnecessary delay or hindrance to the Work being performed by the other forces. Wherever necessary, the work of the Contractor shall be coordinated with the rearrangement of utility or other non-highway facilities, and the Contractor shall make arrangements with the owner of those facilities for the coordination of the Work.
- d. Attention is directed to the possible existence of underground main or trunk line facilities not indicated on the Project Plans or in the Special Provisions and to the possibility that underground main or trunk lines may be in a location different from that which is indicated on the Project Plans or in the Special Provisions. The Contractor shall ascertain the exact location of underground main or trunk lines whose presence is indicated on the Project Plans or in the Special Provisions, the location of their service laterals or other appurtenances, and of existing service lateral or appurtenances of any other underground facilities which can be inferred from the presence of visible facilities such as buildings, meters and junction boxes prior to doing Work that may damage any of the facilities or interfere with their service.

- e. If the Contractor cannot locate an underground facility whose presence is indicated on the Project Plans or in the Special Provisions, the Contractor shall so notify the Engineer in writing. If the facility for which the notice is given is in a substantially different location from that indicated on the Project Plans or in the Special Provisions, the additional cost of locating the facility will be paid for as provided in Section 3.
- f. If the Contractor discovers underground main or trunk lines not indicated on the Project Plans or in the Special Provisions, the Contractor shall immediately give the Engineer and the Utility Company written notification of the existence of those facilities. The main or trunk lines shall be located and protected from damage as directed by the Engineer, and the cost of that work will be paid for as extra work as provided in Section 3. The Contractor shall, if directed by the Engineer, repair any damage which may occur to the main or trunk lines. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for as provided in Section 3. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.
- g. Where it is determined by the Engineer that the rearrangement of an underground facility is essential in order to accommodate the highway improvement and the Project Plans and Technical Specifications do not provide that the facility is to be rearranged, the Engineer will provide for the rearrangement of the facility by other forces or the rearrangement shall be performed by the Contractor and will be paid for as provided in Section 3.
- h. When ordered by the Engineer in writing, the Contractor shall rearrange any utility or other non-highway facility necessary to be rearranged as a part of highway improvements comprising part of the Work, and that Work will be paid for as provided in Section 3.
- i. Should the Contractor desire to have any rearrangement made in any utility facility, or other improvement, for the Contractor's convenience in order to facilitate the Contractor's construction operations, which rearrangement is in addition to, or different from, the rearrangements indicated on the Project Plans or in the Special Provisions, the Contractor shall make whatever arrangements are necessary with the owners of the utility or other non-highway facility for the rearrangement and bear all expenses in connection therewith.
- j. The Contractor shall immediately notify the Engineer of any delays to the Contractor's operations as a direct result of underground main or trunk line facilities which were not indicated on the Project Plans or in the Special Provisions or were located in a position substantially different from that indicated on the Project Plans or in the Special Provisions, or as a direct result of utility or other non-highway facilities not being rearranged as herein provided (other than delays in connection with rearrangement made to facilitate the Contractor's construction operations or delays due to a strike or labor dispute). Compensation for the delay will be determined in conformance with the provisions in Section 3.

4-1.06 Work Site Offices. Any Work site office facilities used by the Contractor and/or its privities must conform to all applicable codes, ordinances and regulations. The cost of such Work site office facilities shall be paid from and included in the Contract Price.

4-1.07 City Rights of Access and Ownership. The City and its authorized representatives will at all reasonable times while such office facilities are located at the Work site (including, at a minimum, all times during which the Work is performed), have access to any such Work site office facilities used by the Contractor and/or its privities. With respect to the right of access of the City and its authorized representatives, neither the Contractor nor its privities shall have a reasonable expectation of privacy pursuant to the Fourth Amendment to the Unites States Constitution or other applicable law concerning such Work site office facilities used by the Contractor and/or its privities. Without exception, any and all Project related materials located at such Work site facilities will be deemed at all times to be City property subject to inspection and copying by the City and its authorized representatives at all reasonable times while such facilities are located at the Work site (including, at a minimum, all times during which the Work is performed). Any interference by the Contractor or its privities with the City's rights of access and/or ownership pursuant to this Section 4 will constitute a material breach of the Agreement subject to any and all remedies available pursuant to the Contract Documents and at law and equity.

SECTION 5

PROSECUTION AND PROGRESS OF THE WORK

5-1.01 Beginning of Work.

- a. The Contractor shall begin Work within 10 calendar days after receiving notice to proceed from the City, and shall diligently prosecute the same to completion within the Time for completion specified in this Agreement.
- b. Should the Contractor begin Work in advance of receiving notice that this Agreement has been approved as above provided, any Work performed by the Contractor in advance of the date of approval shall be considered as having been done by the Contractor at the Contractor's own risk and as a volunteer unless the Agreement is approved.
- c. The delivery to the City for execution and approval of the Agreement properly executed on behalf of the Contractor and surety and all other required documents in accordance with the Agreement shall constitute the Contractor's authority to enter upon the Work site and to begin operations, subject to the Contractor's assumption of the risk of the disapproval of the Agreement, as above provided, and subject also to the following:
 1. The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Contract Documents.
 2. In the event of disapproval, the Contractor shall at the Contractor's expense do that work that is necessary to leave the site in a neat condition to the satisfaction of the Engineer. If the Work done affects any existing road or highway, the Contractor shall at the Contractor's expense restore it to its former condition, or the equivalent thereof, to the satisfaction of the Engineer.
 3. All Work done according to the Agreement prior to its approval, will, when the Agreement is approved, be considered authorized Work and will be paid for as provided in the Agreement.
 4. The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of Work prior to the date on which the Agreement was approved by the City.

5-1.02 Liquidated Damages. Time is of the essence in the performance of this Agreement. The City and the Contractor agree that it will be difficult and/or impossible to determine the actual damage which the City will sustain in the event of the Contractor's failure to fully perform the Work or to fully perform all of the Contractor's obligations that have accrued pursuant to the Agreement by the Time for Completion. Accordingly, the City

and the Contractor agree in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the City liquidated damages in the sum of **\$1,000 per day** for each and every calendar day completion of the Work and/or performance of all of the Contractor's obligations that have accrued pursuant to the Agreement is delayed beyond the Time for Completion. The City and the Contractor further agree in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time the Agreement was made, and that the City may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor under the Agreement.

5-1.03 No Damage for Delay Beyond City and Contractor Control. The Contractor will not be held responsible for delays in performance of the Work caused by delay beyond the control of both City and Contractor, such as by strikes, lockouts, or labor disturbances that are not within the control of the Contractor to resolve, lack or failure of transportation, or acts of other government entities. This provision will not apply where the delay would not have occurred but for a previous Contractor caused delay in the prosecution of the Work. The City will not be liable to the Contractor, any subcontractor or other entity engaged in the performance of the Work, any supplier, or any other person or organization, or to any surety or employee or agent of any of them, for damages arising out of or resulting from (i) delays beyond the control of the City and the Contractor including but not limited to fires, floods, epidemics, abnormal weather conditions, earthquakes and acts of God or acts or neglect by utility owners or other contractors performing other work, or (ii) delays caused by the City, its officials, officers, employees, agents, or volunteers, or delays caused by the Engineer or the Designer or Engineer, which delays are reasonable under the circumstances involved and/or are within the contemplation of the City and the Contractor. An extension of the Time for Performance in an amount equal to the time loss due to such delay(s) will be the Contractor's sole and exclusive remedy for such delay(s).

5-1.04 No Damage for Contractor Caused Delay. Contractor shall not be entitled to additional compensation for extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays to the extent such delays are caused by the failure of the Contractor or any subcontractor or other entity engaged in performance of the Work to perform the Work in accordance with the Contract Documents. Contractor may be eligible for additional compensation in excess of the Contract Price for delays caused by the City and/or its privities.

5-1.05 No Damage for Other Delay. Contractor will not be entitled to damages for delay to the Work caused by the following, which the City and Contractor agree will be deemed for purposes of California Public Contract Code Section 7102 either not caused by the City, and/or within the contemplation of the City and the Contractor, and/or reasonable under the circumstances:

- a. Exercise of the City's right to sequence the Work in a manner that would avoid disruption to the City and other contractors based on: (1) the failure of the Contractor or any subcontractor or other entity engaged in the performance of the Work to perform the Work in accordance with the Contract Documents, enforcement by the City or any other governmental agency of competent jurisdiction of any government act or regulation, or (2) enforcement by the City of any provisions of the Agreement.
- b. Requests for clarification or information concerning the Contract Documents or proposed Change Orders or modifications to the Contract Documents, including extensive and/or numerous such requests for clarification or information or proposed Change Orders or modifications, provided such clarifications or information or proposed Change Orders or modifications are processed by the City or its representatives in a reasonable time in accordance with the Contract Documents.

5-1.06 Delays Caused by the City and/or Its Privities. Either the City or the Contractor may propose a change in the Time for Completion for delays that are purported to be caused by the City and/or its privities and that are not reasonable under the circumstances involved and/or that are not within the contemplation of the City and the Contractor. Such proposed changes in the Time for Completion will constitute Change Order proposals subject to Section 3 of these General Provisions. In accordance with Section 3 of these General Provisions, the City and the Contractor may agree upon pricing for the cost impacts, if any, resulting from such delays. If such pricing is in anticipation of cost impacts that may occur, but have not yet occurred, the City will be obligated to pay the Contractor for such anticipated impacts in accordance with the Agreement and any applicable, approved Change Orders only to the extent the Contractor actually incurs the anticipated cost impacts. Notwithstanding anything to the contrary in Section 3 of these General Provisions, the City and the Contractor may agree to a daily rate or cap or lump sum that will apply to the cost impacts, if any, resulting from delay purportedly caused by the City and/or its privities subject to this Section 5-1.06. However, if such daily rate or cap or lump sum is in anticipation of cost impacts that have not yet occurred, the City will be obligated to pay such daily rate or cap or lump sum only to the extent the Contractor actually incurs such cost impacts.

5-1.07 Weather Delays. Extensions of the Time for Completion will not be allowed for weather conditions that are consistent with the historical rain days reflected in historical weather data of the National Oceanographic and Atmospheric Administration (NOAA) of the U.S. Department of Commerce for the record station that is nearest or most applicable to the Work site. Extensions of the Time for Completion for delays due to adverse weather will be allowed only if the number of rain days exceeds those that can be anticipated based on the NOAA data and the Contractor can verify to the City's reasonable satisfaction that such adverse weather caused actual delay in the timely completion of the Work. No extensions of the Time for Completion will be granted for rain days that exceed those that can be anticipated based on the NOAA data and that merely result in delays that do not or would not, themselves, result in failure to complete the Work by the Time for Completion.

5-1.08 Delay Claims. Whenever the Contractor claims a delay for which the Time for Completion may be extended, the Contractor must request an extension of time within five (5) days of the start of the delay. The request must be in writing and describe in detail the cause for the delay, and, if possible, the foreseeable extent of the delay.

5-1.09 Contractor Coordination of the Work.

- a. The City reserves the right to do other work in connection with or in the vicinity of the Project by contract or otherwise, and Contractor shall at all times conduct the Work so as to impose no hardship on the City, others engaged in the Work or other contractors working at the Work site. The Contractor will adjust, correct and coordinate the Work with the work of others so that no delays result in the Work or other work at or near the Work site.
- b. If any part of the Work depends for proper execution or results upon the work of the City or any other contractor, the Contractor will, before proceeding with such Work, promptly report to the City any apparent discrepancies or defects in such other Work. Failure of the Contractor to promptly report any apparent discrepancy or defect will be deemed an acceptance of the City's or other contractor's Work as fit and proper.
- c. The Contractor will anticipate the relations of the various trades to the progress of the Work and will ensure that required anchorage or blocking is furnished and set at proper times. Anchorage and blocking necessary for each trade shall be part of the Work except where stated otherwise.
- d. The Contractor will provide proper facilities at all times for access of the City, the Engineer, Designer, and other authorized City representatives to conveniently examine and inspect the Work.
- e. Should construction be under way by other forces or by other contractors within or adjacent to the limits of the Work specified or should work of any other nature be under way by other forces within or adjacent to those limits, the Contractor shall cooperate with all the other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to the City to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.
- f. When two (2) or more contractors are employed on related or adjacent work, or obtain materials from the same material source, each shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other.
- g. Each contractor shall be responsible to the other for all damage to Work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

5-1.10 Differing Site Conditions.

- a. During the progress of the Work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Agreement or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work, are encountered at the site, the Contractor shall promptly notify the City in writing of the specific differing conditions before they are disturbed and before the affected work is performed.
- b. Upon written notification, the Engineer will investigate the conditions, and if the Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any Work, an adjustment, excluding loss of anticipated profits, will be made and the Agreement modified in writing accordingly. The Engineer will notify the Contractor of the Engineer's determination whether or not an adjustment of the contract is warranted.
- c. No Agreement adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the written notice required in this Section 5-1.10.
- d. Any Agreement adjustment warranted due to differing site conditions will be made in accordance with the provisions in Section 3 of these General Provisions, "Changes in Work," except as otherwise provided.

5-1.11 Relief From Maintenance And Responsibility.

- a. Upon the request of the Contractor, the City may relieve the Contractor of the duty of maintaining and protecting certain portions of the Work, which have been completed in all respects in accordance with the requirements of the Agreement and to the satisfaction of the Engineer, and thereafter except with the Contractor's consent, the Contractor will not be required to do further Work thereon. In addition, such action by the City will relieve the Contractor of responsibility for injury or damage to those completed portions of the Work resulting from use by public traffic or from the action of the elements or from any other cause but not from injury or damage resulting from the Contractor's own operations or from the Contractor's negligence.
- b. However, nothing in this Section 5-1.11 providing for relief from maintenance and responsibility will be construed as relieving the Contractor of full responsibility for making good any defective Work or materials found at any time before the formal written acceptance of the entire Agreement by the City.

SECTION 6

CONTRACTOR RESPONSIBILITIES

6-1.01 Eligibility. By executing the Agreement, the Contractor certifies that the Contractor is not ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), contractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform the Work. To the full extent permitted by law the Contractor shall hold harmless and indemnify the City from and against any and all damages, costs, and liability arising from or as a consequence of any violation of Public Contract Code Section 6109.

6-1.02 Supervision of the Work. The Contractor will be solely responsible for the performance of the Work, including portions of the Work to be performed by subcontractors. The Contractor is charged with ensuring that all orders or instructions from the City, Engineer or Designer are disseminated to and followed by all subcontractors engaged in performance of the Work. The Contractor will supervise the Work using the Contractor's best skill and attention. At any time during the progress of the Work, the City, the Engineer, or the Designer may require the Contractor and/or subcontractors engaged in performance of the Work to attend a project meeting and the Contractor will attend, and ensure the attendance of any subcontractors whose attendance is required by the City and/or advisable in light of the matters to be addressed at the meeting.

6-1.03 Contractor's Superintendent. The Contractor will keep on the Work, throughout its progress, a competent superintendent and any necessary assistants, all satisfactory to the City. The Contractor shall designate in writing before starting Work the superintendent who shall have the authority to represent and act for the Contractor. The authorized representative shall be present at the site of the Work at all times while work is actually in progress. When Work is not in progress and during periods when Work is suspended, arrangements acceptable to the Engineer shall be made for any emergency Work that may be required. Whenever the Contractor or the Contractor's authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular Work in reference to which the orders are given. Any order given by the Engineer, not otherwise required by the specifications to be in writing, will on request of the Contractor, be given or confirmed by the Engineer in writing. The superintendent may not be changed without the consent of the City. The superintendent will represent the Contractor and all directions given by the City to the superintendent will bind the Contractor in accordance with the Agreement. Superintendent time included in Contractor's completed bid schedule and/or in approved Change Orders, if any, must be included in Contractor's approved overhead rate and may not be charged as a direct cost.

6-1.04 Competent Employees. The Contractor must at all times enforce strict discipline and good order among the Contractor's employees and may not employ on the Work any

unfit person or anyone not skilled in the Work assigned, or anyone incompetent or unfit for the duties of that person. When the City determines that a Contractor employee does not satisfy the requirements of this Section 6-1.04, upon notice from the City, the Contractor must ensure that employee performs no further Work and is no longer present at the Work site. Any such Contractor employee may not again be employed on the Work without City approval. If any subcontractor or person employed by the Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, they shall be discharged immediately on the request of the Engineer, and that person shall not again be employed on the work.

6-1.05 Items Necessary for Proper Completion of the Work. Except as otherwise noted in the Contract Documents, the Contractor will provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities and services necessary for the proper execution and timely completion of the Work in accordance with the Contract Documents.

6-1.06 Construction Reports. The Contractor must submit daily construction logs detailing the daily progress of the Work to the Engineer on a weekly basis.

6-1.07 Subcontracting.

- a. By executing the Agreement, the Contractor certifies that no subcontractor included on the list of proposed subcontractors submitted with the Contractor's bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on the Work. In accordance with California Public Contract Code Section 6109(b), any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. The Contractor will ensure that no debarred subcontractor receives any public money for performing the Work, and that any public money that may have been paid to a debarred subcontractor for the Work is returned to the City. The Contractor will be responsible for payment of wages to workers of a debarred subcontractor who has been allowed to perform the Work.
- b. The Agreement and the performance of the Work are subject to the requirements of the Subletting and Subcontracting Fair Practices Act codified at California Public Contract Code Section 4100 and following. If the Contractor fails to specify a subcontractor or specifies more than one subcontractor for the same portion of the Work in excess of one-half of 1 percent of the Contractor's total bid, the Contractor agrees that the Contractor is fully qualified to perform that portion of the Work with the Contractor's own forces, and that the Contractor will perform that portion of the Work with the Contractor's own forces. If after award of the Agreement the Contractor subcontracts, except as provided for in California Public Contract Code Sections 4107 or 4109, any such portion of the Work, the Contractor will be subject

to the penalties set forth in California Public Contract Code Sections 4110 and 4111, including cancellation of the Agreement, assessment of a penalty of up to 10 percent of the amount of the subcontract, and disciplinary action by the Contractors State License Board.

- c. No contractual relationship exists between the City and any subcontractor engaged in performance of the Work.
- d. Incorporation of Contract Documents. The Contractor must incorporate the Contract Documents in each contract with a subcontractor engaged in the performance of the Work. The Contractor will be solely responsible for any delay or additional costs incurred as a result of its failure to provide adequate or accurate project information to a subcontractor that results in improper submittals and/or work, or time or other impacts. The Contractor will have all of the obligations and the City will have all of the remedies that are specified in Section 9 of these General Provisions concerning any subcontracted work. Subcontracts shall also contain certification by the subcontractor that the subcontractor is experienced in and qualified to do, and knowledgeable about, the subcontracted Work. Copies of subcontracts shall be available to the Engineer upon written request, and shall be provided to the Engineer at the time any litigation against the City concerning the project is filed.
- e. Coordination of Subcontract Work: The Contractor is responsible for scheduling the Work of subcontractors so as to avoid delay or injury to either Work or materials.
- f. The Contractor shall give personal attention to the fulfillment of the Contract and shall keep the work under the Contractor's control.
- g. The Contractor shall perform, with the Contractor's own organization, contract Work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any designated "Specialty Items" performed by subcontract may be deducted from the original total contract price before computing the amount of Work required to be performed by the Contractor with the Contractor's own organization. When items of Work in the Engineer's Estimate are preceded by the letters (S) or (S-F), those items are designated as "Specialty Items." Where an entire item is subcontracted, the value of Work subcontracted will be based on the Agreement item bid price. When a portion of an item is subcontracted, the value of Work subcontracted will be based on the estimated percentage of the Agreement item bid price, determined from information submitted by the Contractor, subject to approval by the Engineer.
- h. Before Work is started on a subcontract, the Contractor shall file with the Engineer a written statement showing the Work to be subcontracted, the names of the subcontractors and the description of each portion of the Work to be subcontracted.

- i. Pursuant to the provisions of Section 6109 of the Public Contract Code, the Contractor shall not perform Work on a public works project with a subcontractor who is ineligible to perform Work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
- j. When a portion of the Work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the City, the subcontractor shall be removed immediately on the request of the City and shall not again be employed on the Work.
- k. The roadside production of materials produced by other than the Contractor's forces shall be considered as subcontracted. Roadside production of materials shall be construed to be production of aggregates of all kinds with portable, semiportable or temporary crushing or screening, proportioning and mixing plants established or reopened for the purpose of supplying aggregate or material for a particular project or projects. The erection, establishment or reopening of the plants and the operation thereof in the production of materials for use on the Work shall conform to the requirements relating to labor set forth in these General Provisions and in the Special Provisions.

6-1.08 Insurance.

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

- a. All required insurance shall be provided in the form of “occurrence”-type policies underwritten by admitted insurers in the State of California with a rating of A:VII or better from the current year Best Rating Guide. All policies must be issued at the expense of the Contractor and must be maintained at the Contractor’s expense throughout the performance of the Work.
- b. The Contractor and any subcontractors engaged in performance of the Work must secure payment of workers compensation in accordance with California Labor Code Section 3700 and other applicable law. The Contractor must verify that all Subcontractors comply with this requirement.
- c. Within ten working days following date of notice of award the Contractor must submit to the Agency along with executed copies of all other documents specified in the Contract Check List certificates of insurance and endorsements evidencing that the Contractor has in effect and will maintain throughout the performance of the Work the following kinds and amounts of insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors:

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. **Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insurance would be invalid under Subsection (b) of Section 2782 of the Civil Code.**

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage **including operations, products and completed operations**. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles and other vehicles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General and auto liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
4. **Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.**

Waiver of Subrogation

The worker's compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the named insured for the City.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements as approved by the City effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- d. For each insurance policy required under the Agreement (except for the required workers compensation insurance policy) the Contractor must provide endorsements that add the City, its officers, officials, employees and volunteers as an additional insured. Such endorsements must: provide that the insurance required to be furnished by the Contractor will be primary as regards the City, and that the City's insurance will be excess of and not contribute to the insurance required to be furnished by the Contractor; that the City will receive 30 day written notice of any reduction or cancellation of such insurance required to be furnished by the Contractor; and include a severability of interest clause

acceptable to the City. Said endorsement shall be at least as broad as Insurance Services Office form number CG2010 (Ed. 11/85).

6-1.09 Indemnities.

- a. The Contractor will take all responsibility for the Work, and will bear all losses and damages directly or indirectly resulting to the Contractor, any subcontractors engaged in performance of the Work, the City, its officials, officers, employees, agents, volunteers and consultants, and to third parties on account of the performance or character of the Work, unforeseen difficulties, accidents, or occurrences of other causes predicated on active or passive negligence of the Contractor or of any subcontractor engaged in performance of the Work. To the fullest extent permitted by law the Contractor will indemnify, defend and hold harmless the City, its officials, officers, employees, agents, volunteers and consultants from and against any or all loss, liability, expense, claims, costs (including costs of defense), suits, and damages of every kind, nature and description (including, but not limited to, penalties resulting from exposure to hazards in violation of the California Labor Code) directly or indirectly arising from the performance of the Work (“Claims”).
- b. The Contractor will indemnify, defend and hold harmless the City, the City’s officials, officers, employees, volunteers, agents and the Engineer and Designer for all liability on account of any patent rights, copyrights, trade names or other intellectual property rights that may apply to the Contractor’s performance of the Work. The Contractor will pay all royalties or other charges as a result of intellectual property rights that may apply to methods, types of construction, processes, materials, or equipment used in the performance of the Work, and will furnish written assurance satisfactory to the City that any such charges have been paid.
- c. The Contractor assumes all liability for any accident or accidents resulting to any person or property as a result of inadequate protective devices for the prevention of accidents in connection with the performance of the Work. The Contractor will indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, volunteers and consultants from such liability.
- d. Approval of the Contractor’s certificates of insurance and/or endorsements does not relieve the Contractor of liability under Sections 6-1.08 or 6-1.09 hereof. The Contractor will defend, with legal counsel reasonably acceptable to the City, any action or actions filed in connection with any Claims and will pay all related costs and expenses relating thereto, including attorney's fees incurred. The Contractor will promptly pay any judgment rendered against the City, its officials, officers, employees, agents, volunteers or consultants for any Claims. In the event the City, its officials, officers, employees, agents, volunteers or consultants is made a party to any action or proceeding filed or prosecuted against Contractor for any Claims, Contractor agrees to pay the City, its officials, officers, employees, agents, volunteers and consultants any and all costs and expenses incurred in such action or proceeding, including but not limited to, reasonable attorneys' fees. “Claims” as used herein shall

include all demands or requests for payment, reimbursement or damages whatsoever in any way involving the Agreement or the Work related thereto.

- e. In accordance with California Civil Code Section 2782(a), nothing in the Agreement will be construed to indemnify the City for its sole negligence, willful misconduct, or for defects in design furnished by City. In accordance with California Civil Code Section 2782(b), nothing in the Agreement will be construed to impose on the Contractor or to relieve the City from liability for the City's active negligence. By execution of the Contract Documents the Contractor acknowledges and agrees that the Contractor has read and understands the insurance and indemnity requirements of the Contract Documents, which are material elements of consideration.

6-1.10 Licenses/Permits. The Contractor must, without additional expense to the City, obtain all licenses, permits and other approvals required for the performance of the Work.

6-1.11 California Labor Code Requirements.

- a. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under the Agreement.
- b. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- c. The Contractor and its subcontractors will forfeit as a penalty to the City \$25 for each worker employed in the performance of the Work for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 et seq.
- d. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Work is to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the Public Works Department and shall be made available on request. The Contractor and subcontractors engaged in the performance of the Work shall pay no less than these rates to all persons engaged in performance of the Work.
- e. In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the Work must comply with Labor Code Section 1775, which establishes a penalty of up to \$200 per day for each worker

engaged in the performance of the Work that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the Work is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the subcontractor for the performance of part of the Work must include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
2. The Contractor must monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor must diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Work.
4. Prior to making final payment to the subcontractor, the Contractor must obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages employees engaged in the performance of the Work and any amounts due pursuant to California Labor Code Section 1813 and a copy of such affidavit shall be provided to the Engineer within 14 days of its execution by the subcontractor.
5. In accordance with California Labor Code Section 1771.4, the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the Work, must keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project. The payroll records required pursuant to California Labor Code Section 1776 must be certified and must be available for inspection by the City and its authorized representatives, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of

Industrial Relations and must otherwise be available for inspection in accordance with California Labor Code Section 1776. In addition, in accordance with California Labor Code Section 1771.4, the Contractor and its subcontractor(s) shall furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner at least monthly (or more frequently if specified in the Contract Documents); and in a format prescribed by the Labor Commissioner.

6. In accordance with California Labor Code Section 1771.4, the Contractor shall post job site notices, as prescribed by regulation.
- f. By executing the Agreement, in accordance with California Labor Code Section 1771(a), the Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. The Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.
- g. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the Work, will be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- h. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the Work to employ on the Work any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor must pay the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by that person. The minimum rate thus furnished will be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

6-1.12 Laws and Ordinances. The Contractor and all subcontractors engaged in the performance of the Work must conform to the following specific rules and regulations as well as all other laws, ordinances, rules and regulations that apply to the Work. Nothing in the Technical Specifications or Project Plans is to be construed to permit Work not conforming to these codes:

- National Electrical Safety Code, U. S. Department of Commerce
- National Board of Fire Underwriters' Regulations
- California Building Standards Code as adopted by the City
- Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America
- Industrial Accident Commission's Safety Orders, State of California
- Regulations of the State Fire Marshall (Title 19, California Code of Regulation) and Applicable Local Fire Safety Codes

- Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies.

6-1.13 Guaranty. The Contractor guarantees all of the Work for one year from the date the City accepts the Work. Upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship the Contractor must make good any defects arising or discovered in any part of the Work by diligently commencing the necessary repairs within seven (7) days from the date of notice from the City. If the Contractor fails to make good any defects in the Work in accordance with this Section 6-1.13, in addition to any other available remedy under the contract or at law or equity, the City may make good or have made good such defects in the Work and deduct the cost from amounts that may be due or become due the Contractor, and/or call on the Contractor's maintenance bond for the cost of making good such defects and for the City's reasonable legal costs, if any, of recovering against the bond. The Contractor will remain responsible for repairing any Work found to be defective regardless of when such defect is discovered by the City.

6-1.14 Safety.

- a. In accordance with generally accepted construction practices and applicable law, the Contractor will be solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. For purposes of California Labor Code Section 6400 and related provisions of law, the Contractor and the Contractor's privities and any other entities engaged in the performance of the Work will be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities engaged in the performance of the Work. Neither the City nor its officials, officers, employees, agents, volunteers or consultants will be "employers" pursuant to California Labor Code Section 6400 and related provisions of law with respect to the Contractor, the Contractor's privities or other entities engaged in the performance of the Work.
- b. Review and inspection by the City, the Designer or the Engineer, and/or other representatives of the City of the Contractor's performance of the Work will not constitute review of the adequacy of the Contractor's safety measures in, on, or near the Work site. Such reviews and inspections do not relieve the Contractor of any of the Contractor's obligations under the Contract Documents and applicable law to ensure that the Work site is maintained and the Work is performed in a safe manner.
- c. The Contractor will be solely responsible for the implementation and maintenance of safety programs to ensure that the Work site is maintained and the Work is performed in a safe manner in accordance with the Contract Documents and applicable law.

- d. Within ten (10) working days following date of notice of award the Contractor must submit to the City a copy of the Contractor's Safety Plan.
- e. The Contractor must furnish and place proper guards and systems for the prevention of accidents, including, but not limited to, those systems required pursuant to Title 8, Section 1670 and following Sections of the California Code of Regulations concerning safety belts and nets. The Contractor must provide and maintain any other necessary systems or devices required to secure safety of life or property at the Work site in accordance with accepted standards of the industry and applicable law. The Contractor must maintain during all night hours sufficient lights to prevent accident or damage to life or property.

6-1.15 Load Limitations.

- a. Unless expressly permitted in the Special Provisions, construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limitations set forth in Division 15 of the Vehicle Code, shall not be operated over completed or existing treated bases, surfacing, pavement or structures in any areas within the limits of the Project.
- b. After application of the curing seal, no traffic or Contractor's equipment will be permitted on cement treated base or lean concrete base for a period of 72 hours. After 72 hours, traffic and equipment operated on the base shall be limited to that used in paving operations and placing additional layers of cement treated base. No traffic or Contractor's equipment will be permitted on treated permeable base except for that equipment required to place the permeable base and the subsequent layer of pavement. Trucks used to haul treated base, portland cement concrete, or asphalt concrete shall enter onto the base to dump at the nearest practical entry point ahead of spreading equipment. Empty haul trucks shall exit from the base at the nearest practical exit point. Entry and exit points shall not be more than 1,000 feet ahead of spreading equipment except in locations where specifications prohibit operation of trucks outside the area occupied by the base or where steep slopes or other conditions preclude safe operation of hauling equipment. In those locations, entry and exit points shall be established at the nearest point ahead of spreading equipment permitted by specifications and allowing safe operation of hauling equipment. Damage to curing seal or base shall be repaired promptly by the Contractor, at the Contractor's expense, as directed by the Engineer.
- c. Within the limits of the Project and subject to the control of the Engineer, and provided that the Contractor, at the Contractor's expense, shall provide such protective measures as are deemed necessary by the Engineer and shall repair any damage caused by the operations, the Contractor will be permitted to:
 - 1. Make transverse crossings of those portions of an existing public road or street that are within the highway right of way, with construction equipment that

exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code.

2. Make transverse crossings of treated bases, surfacing or pavement which are under construction or which have been completed, with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code.
3. Cross bridge structures that are not open to public traffic and that are designed for HS20-44 Live Loading (culverts and pipes excluded), with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code, but not exceeding the load limitations hereinafter specified, provided that the Contractor furnishes to the Engineer the dimensions and maximum axle loadings of equipment proposed for use on bridge structures:
 - A. The maximum loading on bridge structures due to pneumatic-tired truck and trailer combinations shall not exceed (1) 28,000 pounds for single axles, (2) 48,000 pounds for tandem axles, nor (3) 60,000 pounds total gross load for single vehicles or 110,000 pounds total gross load for truck and trailer or semi-trailer combinations.
 - B. The loading on bridge structures due to 2 and 3 axle pneumatic-tired earthmovers shall not exceed that shown in the following table.

Allowable Construction Loading On Bridges For 2 and 3 Axle Earthmovers

Spacing of Bridge Girders (center to center in feet)	Maximum Axle Loading (in pounds)
4	28,000
5	29,000
6	30,0
7	32,000
8	34,000
9	37,000
10 and over	40,000

Minimum axle spacing:

For 3-axle earthmovers

Axles 1 to 2 = 8 feet

Axles 2 to 3 = 20 feet

For 2-axle earthmovers

Axles 1 to 2 = 20 feet

4. Move equipment within the limits of the Project over completed or existing base, surfacing, pavement and structures, whether or not open to the public.

- d. Within the limits of the Project and subject to the condition that the Contractor shall repair, at the Contractor's expense, any damage caused thereby, the Contractor will be permitted to cross culverts and pipes with construction equipment that exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code in accordance with the conditions set forth on the Project Plans.
- e. Should the Contractor desire to increase the load carrying capacity of a structure or structures which are to be constructed as a part of the Agreement, in order to facilitate the Contractor's own operations, the Contractor may request the Engineer to consider redesigning the structure or structures. Proposals by the Contractor to increase the load carrying capacity of structures above 130,000 pounds per single axle or pair of axles less than 8 feet apart, or above 330,000 pounds total gross vehicle weight, will not be approved. The request shall include a description of the structure or structures involved and a detailed description of the overloads to be carried, the date the revised plans would be required, and a statement that the Contractor agrees to pay all costs involved in the strengthening of the structure or structures, including the cost of revised plans, and further that the Contractor agrees that no extension of time will be allowed by reason of any delay to the work which may be due to the alteration of the structure or structures. If the Engineer determines that strengthening the structure or structures will be permitted, the Engineer will inform the Contractor of the estimated cost of the alterations, including engineering, and the date that revised plans could be furnished. If the cost and date are satisfactory to the Contractor, the Engineer will prepare a Change Order providing for the agreed upon alterations.

6-1.16 Public Convenience.

- a. The Contractor shall so conduct operations as to offer the least possible obstruction and inconvenience to the public and shall have under construction no greater length or amount of Work than can be prosecuted properly with due regard to the rights of the public.
- b. Unless otherwise provided in the Special Provisions, all public traffic shall be permitted to pass through the Work with as little inconvenience and delay as possible. Where possible, public traffic shall be routed on new or existing paved surfaces.
- c. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at the Contractor's expense.
- d. Existing traffic signals and highway lighting shall be kept in operation for the benefit of the traveling public during progress of the Work, and other forces will continue routine maintenance of existing systems.
- e. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

- f. Convenient access to driveways, houses, and buildings along the line of the Work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. When the abutting property owner's access across the right of way line is to be eliminated, or to be replaced under the Contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.
- g. The Contractor may be required to cover certain signs which regulate or direct public traffic to roadways that are not open to traffic. The Engineer will determine which signs shall be covered.
- h. Roadway excavation and the construction of embankments shall be conducted in such a manner as to provide a reasonably smooth and even surface satisfactory for use by public traffic at all times; sufficient fill at culverts and bridges to permit traffic to cross shall be placed in advance of other grading operations; and if ordered by the Engineer roadway cuts shall be excavated in lifts and embankments constructed part width at a time, construction being alternated from one side to the other and traffic routed over the side opposite the one under construction. Culvert installation or culvert construction shall be conducted on but one-half the width of the traveled way at a time, and that portion of the traveled way being used by public traffic shall be kept open and unobstructed until the opposite side of the traveled way is ready for use by traffic.
- i. Upon completion of rough grading at the grading plane, or placing any subsequent layer thereon, the surface of the roadbed shall be brought to a smooth, even condition free of humps and depressions, satisfactory for the use of public traffic.
- j. After the surface of the roadbed has been brought to a smooth and even condition for the passage of public traffic as above provided, any work ordered by the Engineer for the accommodation of public traffic prior to commencing subgrade operations will be paid for as extra work as provided in Section 3 of the General Provisions. After subgrade preparation for a specified layer of material has been completed, the Contractor shall, at the Contractor's expense, repair any damage to the roadbed or completed subgrade, including damage caused by the Contractor's operations or use by public traffic.
- k. While subgrade and paving operations are underway, public traffic shall be permitted to use the shoulders and, if half-width paving methods are used, shall also be permitted to use the side of the roadbed opposite the one under construction. When sufficient width is available, a passageway wide enough to accommodate at least 2 lanes of traffic shall be kept open at locations where subgrade and paving operations are in active progress.
- l. When ordered by the Engineer, the Contractor shall furnish a pilot car and driver and flaggers for the purpose of expediting the passage of public traffic through the Work under one-way controls. At locations where traffic is being routed through

construction under one-way controls and when ordered by the Engineer, the movement of the Contractor's equipment from one portion of the Work to another shall be governed in accordance with the one-way controls.

- m. Water or dust palliative shall be applied if ordered by the Engineer for the alleviation or prevention of dust nuisance.
- n. In order to expedite the passage of public traffic through or around the work and where ordered by the Engineer, the Contractor shall install signs, lights, flares, temporary railing (Type K), barricades and other facilities for the sole convenience and direction of public traffic. Also where directed by the Engineer, the Contractor shall furnish competent flaggers whose sole duties shall consist of directing the movement of public traffic through or around the Work. The cost of furnishing and installing the signs, lights, flares, temporary railing (Type K), barricades, and other facilities, not to be paid for as separate contract items, will be paid for as provided in Section 3 of the General Provisions.
- o. The Contractor will be required to pay the cost of replacing or repairing all facilities installed for the convenience or direction or warning of public traffic that are lost while in the Contractor's custody, or are damaged by reason of the Contractor's operations to such an extent as to require replacement or repair, and deductions from any moneys due or to become due the Contractor will be made to cover the cost thereof.
- p. Whenever a section of surfacing, pavement or the deck of a structure has been completed, the Contractor shall open it to use by public traffic if the Engineer so orders or may open it to use by public traffic if the Engineer so consents. In either case the Contractor will not be allowed any compensation due to any delay, hindrance or inconvenience to the Contractor's operations caused by public traffic, but will thereupon be relieved of responsibility for damage to completed permanent facilities caused by public traffic, within the limits of that use. The Contractor will not be relieved of any other responsibility under the Contract nor will the Contractor be relieved of cleanup and finishing operations.
- q. Except as otherwise provided in this Section 6.1-16 or in the Special Provisions, full compensation for conforming to the provisions in this Section 6.1-16 shall be considered as included in the prices paid for the various contract items of Work and no additional compensation will be allowed therefor.

6-1.17 Public Safety.

- a. It is the Contractor's responsibility to provide for the safety of traffic and the public during construction.

- b. Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall, at the Contractor's expense and without cost to the City, furnish, erect and maintain those fences, temporary railing (Type K), barricades, lights, signs and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public.
- c. Fences, temporary railing (Type K), barricades, lights, signs, and other devices furnished, erected and maintained by the Contractor, at the Contractor's expense, are in addition to any construction area traffic control devices for which payment is provided for elsewhere in the Agreement.
- d. The Contractor shall also furnish such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered.
- e. Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in Chapter 6 of the MUTCD. Signs or other protective devices furnished and erected by the Contractor, at the Contractor's expense, as above provided, shall not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and traffic control devices or any construction area signs and traffic control devices for which furnishing of, or payment for, is provided elsewhere in the Agreement. Signs furnished and erected by the Contractor, at the Contractor's expense, shall be approved by the Engineer as to size, wording and location.
- f. The installation of general roadway illumination shall not relieve the Contractor of the responsibility for furnishing and maintaining any of the protective facilities herein before specified.
- g. Construction equipment shall enter and leave the highway via existing ramps and crossovers and shall move in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a manner that will not endanger public traffic.
- h. The Contractor's trucks or other mobile equipment which leave a freeway lane, that is open to public traffic, to enter the construction area, shall slow down gradually in advance of the location of the turnoff to give following public traffic an opportunity to slow down.
- i. When leaving a Work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.
- j. Lanes, ramps and shoulders shall be closed in accordance with the details shown on the plans, and as provided in the Special Provisions.

- k. The Contractor shall notify the Engineer not less than 18 days and not more than 90 days prior to the anticipated start of an operation that will change the vertical or horizontal clearance available to public traffic (including shoulders).
- l. Pedestrian openings through falsework shall be paved or provided with full width continuous wood walks and shall be kept clear. Pedestrians shall be protected from falling objects and curing water for concrete. Overhead protection for pedestrians shall extend not less than 4 feet beyond the edge of the bridge deck. All pedestrian openings through falsework shall be illuminated.
- m. When vertical clearance is temporarily reduced to 15 feet, or less, low clearance warning signs shall be placed in accordance with Chapter 2 of the MUTCD, and as directed by the Engineer. Signs shall conform to the dimensions, color, and legend requirements of the MUTCD, the MUTCD California Supplement, and these specifications except that the signs shall have black letters and numbers on an orange retroreflective background. W12-2P signs shall be illuminated so that the signs are clearly visible.
- n. No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, and at the end of each day's Work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic.
- o. Temporary facilities which the Contractor uses to perform the Work shall not be installed or placed where they will interfere with the free and safe passage of public traffic.
- p. Temporary facilities which could be a hazard to public safety if improperly designed shall comply with design requirements specified in the Agreement for those facilities or, if none are specified, with standard design criteria or codes appropriate for the facility involved. Working drawings and design calculations for the temporary facilities shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California and shall be submitted to the Engineer for approval. The submittals shall designate thereon the standard design criteria or codes used. Installation of the temporary facilities shall not start until the Engineer has reviewed and approved the drawings.
- q. Should the Contractor appear to be neglectful or negligent in furnishing warning devices and taking protective measures as above provided, the Engineer may direct attention to the existence of a hazard and the necessary warning devices shall be furnished and installed and protective measures taken by the Contractor at the Contractor's expense. Should the Engineer point out the inadequacy of warning devices and protective measures, that action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

- r. Provision for the payment for signs, lights, flares, temporary railing (Type K), barricades, and other facilities as provided in Section 6-1.16, "Public Convenience," or by contract item, shall in no wise relieve the Contractor from the responsibility as provided in this Section 6-1.17.
- s. Except as otherwise provided in this Section 6-1.17 or in the Special Provisions, full compensation for conforming to all of the provisions in this Section 6-1.17 shall be considered as included in the prices paid for the various contract items of Work and no additional compensation will be allowed therefor.

6-1.18 Preservation of Property.

- a. Roadside trees, shrubs and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, all highway facilities and any other improvements or facilities within or adjacent to the highway shall be protected from injury or damage, and if ordered by the Engineer, the Contractor shall provide and install suitable safeguards, approved by the Engineer, to protect the objects from injury or damage. If the objects are injured or damaged by reason of the Contractor's operations, the objects shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work, or as good as required by the Agreement, if any of the objects are a part of the Work. The Engineer may make or cause to be made those temporary repairs that are necessary to restore to service any damaged highway facility. The cost of the repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due to the Contractor under the Contract.
- b. The fact that any underground facility is not shown upon the Project Plans shall not relieve the Contractor of the responsibility under Section 4-1.05, "Utility and Non-Highway Facilities." It shall be the Contractor's responsibility, pursuant thereto, to ascertain the location of those underground improvements or facilities which may be subject to damage by reason of the Contractor's operations.
- c. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the Work involved in protecting or repairing property as specified in this Section 6-1.18, shall be considered as included in the prices paid for the various contract items of Work and no additional compensation will be allowed therefor.

6-1.19 Sound Control Requirements. The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Agreement. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without the muffler.

6-1.20 Disposal of Material Outside The Right Of Way.

- a. If the Contractor elects to dispose of materials at locations other than those where arrangements have been made by the City, or, if material is to be disposed of and the City has not made arrangements for disposal of the material, the Contractor shall make arrangements for disposing of the materials outside the highway right of way and shall pay all costs involved. Arrangements shall include, but not be limited to, entering into agreements with property owners and obtaining necessary permits, licenses and environmental clearances. Before disposing of any material outside the highway right of way, the Contractor shall furnish to the Engineer satisfactory evidence that the Contractor has entered into agreements with the property owners of the site involved and has obtained the permits, licenses and clearances.
- b. When any material is to be disposed of outside the highway right of way, and the City has not made arrangements for disposal of the material, the Contractor shall first obtain written authorization from the property owner on whose property the disposal is to be made and the Contractor shall file with the Engineer the authorization or a certified copy thereof together with a written release from the property owner absolving the City from any and all responsibility in connection with the disposal of material on the property. Before any material is disposed of on the property, the Contractor shall obtain written permission from the Engineer to dispose of the material at the location designated in the authorization. When material is disposed of as above provided and the disposal location is visible from a highway, the Contractor shall dispose of the material in a neat and uniform manner to the satisfaction of the Engineer.
- c. Where the City has made arrangements with owners of land in the vicinity of a project for the disposal of materials on an owner's property, the arrangements are made solely for the purpose of providing all bidders an equal opportunity to dispose of the materials on the property. Bidders or Contractors may, upon written request, inspect the documents evidencing the arrangements between property owners and the City. The Contractor may, if the Contractor so elects, exercise any rights that have been obtained, which may be exercised by a Contractor under the arrangements, subject to and upon the conditions hereinafter set forth.
- d. Such arrangements are not a part of the Agreement and it is expressly understood and agreed that the City assumes no responsibility to the Contractor whatsoever in respect to the arrangements made with the property owner to dispose of materials thereon and that the Contractor shall assume all risks in connection with the use of the property, the terms upon which the use shall be made, and there is no warranty or guaranty, either express or implied, as to the quantity or types of materials that can be disposed of on the property.
- e. In those instances in which the City has compiled "Materials Information" as referred to in Section 3, "Examination of Plans, Specifications, Contract, and Site of Work," of Instructions to Bidders, the compilation will include the documents setting forth the arrangement made with some of the property owners for the disposal of material on those

owners' properties. The inclusion of the documents therein shall not in any respect operate as a waiver of any of the provisions in this Section 6-1.20 concerning the documents.

- f. The Contractor is cautioned to make such independent investigation and examination as the Contractor deems necessary to be satisfied as to the quantity and types of materials which may be disposed of on the property and the rights, duties and obligations acquired or undertaken under the arrangement with the property owner.
- g. Notwithstanding that the Contractor may elect to dispose of materials on any such property owner's property, no material may be disposed of on that property unless the Contractor has first either:
 - 1. Executed a document that will guarantee to hold the owner harmless from all claims for injury to persons or damage to property resulting from the Contractor's operations on the property owner's premises and also agreed to conform to all other provisions set forth in the arrangement made between the City and the property owner. The document will be prepared by the Engineer for execution by the Contractor, or
 - 2. Entered into an agreement with the property owner of the disposal site on any terms mutually agreeable to the property owner and the Contractor; provided that the Contractor shall furnish to the Engineer a release, in a form satisfactory to the Engineer, executed by the property owner, relieving the City of any and all obligations under the City's arrangement with the owner.
- h. If the Contractor elects to dispose of material under Section 6-1.20g.1, the use of the site shall be subject to the terms, conditions and limitations of the arrangement made between the property owner and the City and the Contractor shall pay those charges that are provided for in the arrangement made by the City with the property owner, and deductions will be made from any moneys due or that may become due the Contractor under the contract sufficient to cover the charges for the material disposed of.
- i. If the Contractor elects to dispose of material under Section 6-1.20g.2, the Contractor shall pay those charges that are provided for in the agreement between the property owner and the Contractor and deductions will not be made from any moneys due or that may become due the Contractor under the contract to cover the charges.
- j. The Engineer may require the Contractor to submit written evidence that the property owner of the disposal site is satisfied that the Contractor has satisfactorily complied with the provisions of either: (1) the arrangement between the City and the property owner, or (2), the agreement between the property owner and the Contractor, as the case may be.
- k. Full compensation for all costs involved in disposing of materials as specified in this Section 6-1.20, including all costs of hauling, shall be considered as included in the price

paid for the contract item of Work involving the materials and no additional compensation will be allowed therefor.

6.1-21 Assignment of Unfair Business Practice Claims. In accordance with California Public Contract Code Section 7103.5, the Contractor and any subcontractors offer and agree to assign to the City all right, title, and interest in and to all causes of action the Contractor or any subcontractors may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Contract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties.

6-1.22 Notice of Potential Claim

- a. If for any reason the Contractor deems that additional compensation is due for Work or materials not clearly provided for in the Agreement, Project Plans or Technical Specifications or previously authorized extra work, a Notice of Potential Claim shall be made. The Contractor shall give the Engineer a written Notice of Potential Claim concerning such additional compensation before Work begins on the items on which the claim is based. The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Any Notice of Potential Claim submitted to the City by the Contractor shall have attached the following certification executed by an officer of the Contractor:

I, _____, being the _____ of _____ (Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached claim and know its contents, and said claim is made in good faith; that it is supported by truthful and accurate data; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the City is liable; and further, that I am familiar with California Penal Code section 72 and California Government Code section 12650, et seq., pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment, or other severe legal consequences.

- b. The Contractor shall afford the Engineer every opportunity and facility for keeping records of actual cost of the work. The Contractor shall keep records of the disputed work in accordance with Section 3-1.17, Change Order Pricing.
- c. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the Work shall not in any way be construed as proving or substantiating the validity of the claim. When the Work on the which the claim for additional compensation is

based has been completed, the Contractor shall within 10 calendar days of completion submit the Contractor's written claim to the Engineer, who will present it to the City for consideration in accordance with the Agreement, including, but not limited to Section 9-1.03 of the General Provisions and applicable law.

- d. Any claim for overhead type expense or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any claim for overhead shall also be subject to audit by the City at its discretion.
- e. Any costs or expenses incurred by the City in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the City within the meaning of the California False Claims Act.

SECTION 7

MEASUREMENT AND PAYMENT

7-1.01 F.O.B. All shipments must be F.O.B. destination to the Work site and/or other sites indicated in the Contract Documents. The Contract Price is all-inclusive (including sales tax). There shall be no additional compensation paid for containers, packing, unpacking, drayage or insurance. The Contract Price includes full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the City, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to this Agreement.

7-1.02 Payment.

- a. On or about the first day of each calendar month the Contractor will submit to the Engineer a verified application for payment and schedule of values supported by a statement showing all materials actually installed during the preceding month and the cost of labor actually expended in the performance of the Work. Unless otherwise provided in the Contract Documents, no allowances or payments will be made for material or equipment not placed at the Work site. Each invoice shall contain the following certification executed by a duly authorized officer of the Contractor:

I, _____, being the _____ of _____ (Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached application for payment and know its contents, and said application is made in good faith; that it is supported by truthful and accurate data; that the amount requested accurately reflects the costs incurred during the period covered by this application; and further, that I am familiar with California Penal Code section 72 and California Government Code section 12650, et seq., pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment, or other severe legal consequences.

- b. To be eligible for payment, the Contractor's applications for payment must include certified payroll reports prepared in accordance with California Labor Code Section 1776 and the Agreement for each employee of the Contractor and any subcontractors engaged in the performance of the Work during the preceding months. Applications for payment will not be processed without certified payroll reports.
- c. In accordance with California Public Contract Code Section 20104.50, the City will review applications for payment as soon as practicable after receipt. Any application or part of an application that is determined to be improper will be returned to the Contractor as soon as practicable, but no later than seven days after receipt by the City, along with a written description of the reasons why the application is improper. The Contractor's

failure to submit a schedule in the time specified in Section 3-1.10 of the General Provisions or its submission of a schedule to which the City has taken any uncorrected exception, shall serve as a basis for returning an application for payment in its entirety.

- d. Unless the Contractor has elected to post securities in lieu of retention in accordance with California Public Contract Code Section 22300 and the Agreement, and the Contractor and the City have executed an escrow agreement in accordance with Public Contract Code Section 22300 and the Agreement, the City will make progress payments to the Contractor in accordance with applicable law in the amount of ninety (90) percent of the value of the labor actually performed and the material incorporated in the Work as specified in Contractor's verified application for payment upon approval by the City's authorized representative(s). Payment of progress payments will not be construed as acceptance of the Work performed. If the Contractor has elected to post securities in lieu of retention in accordance with Public Contract Code Section 22300 and the Agreement and the Contractor and the City have executed an escrow agreement in accordance with Public Contract Code Section 22300 and the Agreement, the City will make payments to the Contractor or the Contractor's escrow agent in accordance with such escrow agreement.
- e. The City will pay the Contractor's final invoice in accordance with applicable law and this Section 7 of the General Provisions following acceptance of the Work provided that:
 - 1. The Contractor has furnished evidence satisfactory to the City that all claims for labor and material have been paid, or the time for filing valid stop notices has passed and no stop notices have been filed, or all stop notices filed have been released by valid release or release bond acceptable to the City.
 - 2. No claim has been presented to the City by any person based upon any acts or omissions of the Contractor or any subcontractor engaged in the performance of the Work.
 - 3. No other claim or dispute exists under the Agreement or applicable law concerning payment of the Contractor's final invoice and/or release of the Agreement retention.
 - 4. The Contractor has filed with the City the Maintenance Bond provided in the Contract Documents with duly notarized signatures of an authorized representative of the Contractor and an attorney-in-fact of an admitted surety insurer acceptable to the City and such Maintenance Bond binds the Contractor as Principal and the Surety in accordance with its terms in the amount of 10% of the final Contract Price.
- f. In accordance with California Public Contract Code Section 20104.50, if the City fails to make a progress payment within thirty (30) days of receipt of an undisputed, properly submitted application for payment, the City will pay the Contractor interest equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure Section 685.010. The number of days available to the City to make a payment without incurring

an interest obligation pursuant to this provision and California Public Contract Code Section 20104.50 will be reduced by the number of days, if any, by which the City has delayed return of an application for payment beyond the seven day return requirement set forth in Section 7-1.02.

7-1.03 Non-Allowable Direct Charges. The following costs are not allowable direct charges under the Agreement. The following costs may only be paid under the Agreement, if at all, as part of any allowance for Contractor overhead and/or profit established under the Agreement.

- a. Labor costs in excess of applicable prevailing wages pursuant to the Agreement and applicable law, liability and workers compensation insurance, social security, retirement and unemployment insurance and other employee compensation and benefits pursuant to bona fide compensation plans in effect at the time specified for the opening of Project bids for Contractor and subcontractor employees engaged in the performance of the Work. However, in no event will allowable direct labor charges under the Agreement include employee bonuses, employee vehicles or vehicle allowances, employee telephones or telephone allowances, or employee housing or housing allowances, whether or not such benefits are part of a bona fide compensation plan in effect at the time specified for the opening of Project bids.
- b. Superintendent labor and clerical labor.
- c. Bond premiums.
- d. Insurance in excess of that required under Section 6-1.08 of the General Provisions.
- e. Utility costs.
- f. Work Site office expenses.
- g. Home office expenses.

7-1.04 Retention. The City or its agent may, in accordance with the Contract Documents and applicable law, withhold any payment of monies due or that may become due the Contractor because of:

- a. Defective work not remedied or uncompleted work.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure to properly pay subcontractors or to pay for material or labor.
- d. Reasonable doubt that the Work can be completed for the balance then unpaid.
- e. Damage to another contractor.
- f. Damage to the City.
- g. Damage to a third party.
- h. Delay in the progress of the Work, which, in the City's judgment, is due to the failure of the Contractor to properly expedite the Work.
- i. Liquidated damages or other charges that apply to the Contractor under the Agreement.

- j. Any other lawful basis for withholding payment under the Contract.

7-1.05 Securities in Lieu of Retention.

- a. In accordance with Public Contract Code Section 22300, except where federal regulations or policies do not permit substitution of securities, the Contractor may substitute securities for any moneys withheld by the City to ensure performance of the Work. At the Contractor's request and expense, securities equivalent to the amount withheld will be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, who will then pay those moneys to the Contractor under the terms of an Escrow for Security Deposit agreement. The Escrow for Security Deposit agreement is provided in the Contract Documents. Upon satisfactory completion of the Work, the securities will be returned to the Contractor.
- b. Alternatively, at the Contractor's request and expense, the City will pay retentions earned directly to the escrow agent. At the Contractor's expense, the Contractor may direct investment of the payments into securities. Upon satisfactory completion of the Work, the Contractor will receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City pursuant to this provision and the terms of the Escrow for Security Deposit agreement. The Contractor will, within 20 days of receipt of payment, pay to each subcontractor the respective amount of interest earned, less costs of retention withheld from each Subcontractor, on monies withheld to ensure the Contractor's performance of the Work.
- c. Securities eligible for investment in accordance with this provision include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City.
- d. The Contractor will be the beneficial owner of any securities substituted for moneys withheld and will receive any interest thereon.

SECTION 8

PROJECT ACCEPTANCE AND CLOSEOUT

8-1.01 Occupancy. The City reserves the right to occupy or use any part or parts or the entirety of the Work before the Work is fully performed. Subject to applicable law, exercising this right will in no way constitute acceptance of any part of the Work so occupied or used or acceptance of the entire Work, nor will such occupancy or use in any way affect the times when payments will become due the Contractor, nor will such occupancy or use in any way prejudice the City's rights under the Agreement, any Agreement bonds, or at law or equity. Occupancy or use shall not waive the City's rights to assess liquidated damages in accordance with Section 5 after the date of such occupancy or use.

8-1.02 Work Completion and Final Inspection. When the Contractor considers the Work is completed, the Contractor will submit written certification to the Engineer specifying that: the Contract Documents have been reviewed; the Work has been inspected for compliance with the Contract Documents; the Work has been completed in accordance with the Contract Documents; and that equipment and systems have been tested in the presence of the City's representative and are operational. The City and/or the City's authorized representatives will make an inspection to verify that the Work is complete and will notify the Contractor in writing of any incomplete or deficient Work. The Contractor will take immediate steps to remedy the stated deficiencies and give notice of correction to the Engineer. Upon receiving a notice of correction, the City or the City's authorized representatives will re-inspect the Work. The Contractor must correct all punch list items within 15 working days after the issuance of the punch list. Before acceptance of the Work the Contractor must submit: one set of the Project Record Drawings (As-Built), and any equipment operating and maintenance instructions and data, warranties.

8-1.03 Work Acceptance.

- a. All finished Work will be subject to inspection and acceptance or rejection by the City, the Engineer, and the Designer or other government agencies having jurisdiction over the Work. Final acceptance of the Work will be at the discretion of the City.
- b. The City will accept the Work in writing only when the Work has been completed to the City's reasonable satisfaction. Progress payments will in no way be construed as acceptance of any part of the Work
- c. In evaluating the Work, no allowance will be made for deviations from the Technical Specifications, Project Plans or other Contract Documents unless already approved in writing in accordance with the requirements of Section 3, above.

- d. The fact that the Work and materials have been inspected from time to time and that progress payments have been made does not relieve the Contractor of the responsibility of replacing and making good any defective or omitted work or materials in accordance with the requirements of the Contract Documents.

SECTION 9

REMEDIES AND DISPUTES

9-1.01 Failure to Correct Work. Within ten (10) working days of receiving written notice from the City describing Work that is defective or that is otherwise not in accordance with the requirements of the Agreement and/or applicable law and directing that such Work be corrected, the Contractor and/or the Contractor's sureties must give the City written notice of the intent of the Contractor and/or the Contractor's sureties to correct such Work and commence correction of such Work in accordance with the City's notice and the Agreement. If the Contractor and/or the Contractor's sureties do not give the City written notice of intent to correct such Work and commence correction of such Work within ten (10) working days of receipt of the City's notice, then the City may correct such work and/or have such work corrected for the account and at the expense of the Contractor and/or its sureties, and the Contractor and/or its sureties will be liable to the City for any resulting excess cost. The City may, in addition to all other remedies that the City may have under the Agreement and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor.

9-1.02 Termination.

- a. In accordance with California Public Contract Code Section 7105, in addition to all other available remedies that the City may have under the Agreement, and at law or equity, the City may terminate the Agreement:
 1. If the Contractor or any of its subcontractors engaged in the performance of the Work fails to timely perform the Work and/or any of the Contractor's material obligations under the Contract Documents, including but not limited to submission of an acceptable schedule, that have accrued except for those due to reasons beyond the control of the Contractor pursuant to the Contract Documents.
 2. If the Contractor is adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its creditors.
 3. If the Contractor or any of the subcontractors engaged in the performance of the Work persistently or repeatedly refuses or fails to supply enough properly skilled workmen or proper materials for the timely completion of the Work.
 4. If the Contractor fails to make prompt payment to subcontractors engaged in the performance of the Work or for material or labor used in the performance of the Work in accordance with the Contract Documents and applicable law.
 5. If the Contractor or any subcontractors engaged in the performance of the Work persistently disregards laws or ordinances applicable to the performance of the

Work, or the instructions of the City, the Engineer, the Designer, or other authorized representatives of the City.

6. For any reason or for no reason, at the City's sole discretion.
- b. If the City intends to terminate the Contractor's control of the Work for any of the reasons specified in Section 9-1.02(a) 1 through 5, above, the City will immediately serve written notice to the Contractor and its sureties in accordance with the Contract Documents. Notice of the City's intent to terminate the Agreement will be given by registered or certified mail and specify the grounds for termination, the required cure and the time by which the cure must be effected. Upon receipt of notice of the City's intent to terminate the Agreement for any of the reasons specified in Section 9-1.02(a) 1 through 5, the Contractor will have ten (10) days from receipt of the notice or a longer time specified in the notice to cure its default. If the Contractor does not effect the required cure by the time specified in the notice, the City will issue a written notice of termination to the Contractor and its sureties by registered or certified mail. The notice of termination will specify: that upon receipt of the notice the Contractor's right to perform or complete the Work, including on behalf of the Contractor's sureties, is terminated; that the Contractor's sureties will have the right to take over and complete the Work and perform all of the Contractor's remaining obligations that have accrued under the Agreement; and that if the Contractor's sureties do not both give the City written notice of their intention to take over and perform the Agreement and commence completion of the Work and performance of all of the Contractor's remaining obligations that have accrued under the Agreement within ten (10) days after receipt of notice of termination that the City may declare the Contractor's sureties in default and take over the completion of the Work or have the Work completed for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties will be liable to the City for any resulting excess cost. The City may, in addition to all other available remedies that the City may have under the Contract Documents and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor.
- c. Upon termination of the Contractor's control of the Work for any of the reasons specified in Section 9-1.02(a) 1 through 5, the Contractor will, if so directed by the City, immediately remove from the Work site any and all materials and personal property belonging to the Contractor which have not been incorporated in the Work and the Contractor and its sureties will be liable upon their bond for all damages caused the City by reason of the Contractor's failure to complete the Work.
- d. Upon termination of the Contractor's control of the Work for any of the reasons specified in Section 9-1.02(a) 1 through 5, above, the City reserves the right to refuse tender of the Contractor by any surety to complete the Work.
- e. If the City completes or has completed any portion of, or the whole of the Work, following termination of the Contractor's control of the Work for any of the reasons

specified in Section 9-1.02(a) 1 through 5, above, the City will neither be liable for nor required to account to the Contractor or the Contractor's sureties in any way for the time within which, or the manner in which such Work is performed, or for any changes made in such Work or for the money expended in satisfying claims and/or suits and/or other obligations in connection with completing the Work. If, following termination of the Contractor's control of the Work for any of the reasons specified in Section 9-1.02(a) 1 through 5, above, the unpaid balance of the Contract Price exceeds the expense of completing the Work, including compensation for additional legal, managerial and administrative services and all other amounts due for the completion of the Work and/or satisfaction of claims of the City and/or others arising out of the Agreement and any other charges that apply to the Contractor under the Agreement, the difference will be paid to the Contractor. If such expenses of completing the Work exceed the unpaid balance of the Contract Price, the Contractor or its sureties will pay the difference to the City.

- f. If the Agreement or Contractor's control of the Work is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor.
- g. In accordance with California Government Code Section 4410, in the event a national emergency occurs, and public work being performed by contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Work, then the City and the Contractor may, by written agreement, terminate the Agreement. In accordance with California Government Code Section 4411, such an agreement will include the terms and conditions of the termination of the Contract and provision for the payment of compensation or money, if any, which either party will pay to the other or any other person, under the facts and circumstances in the case. Compensation to the Contractor will be determined on the basis of the reasonable value of the Work done, including preparatory Work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the Work for which there is a separate contract price, the Contract Price shall control. The parties may in any other case adopt the Contract Price as the reasonable value of the Work or any portion of the Work done.

9-1.03 Disputes.

9-1.03.01 Definitions

For purposes of this section, the following Definitions shall apply:

- A. "Disputed Work" - Work that Contractor contends is outside the scope of the Contract Documents or in violation of the terms of the Contract Documents, resulting from any decision, determination, order, direction, instruction, notice, action, or omission of the City being

otherwise incorrect or improper. Disputed Work includes any claims or potential claims regarding loss of productivity, delays, impacts, arising or occurring during the Work, that Contractor may assert resulted from acts or omissions of the City that were outside the requirements of the Contract Documents.

- B. “Good Faith Negotiations” means the successive, tiered negotiations of Disputed Work, each with increasing levels of documentation and substantiation, starting at the Project level and escalating to the Authorized Representative level, then the Executive level, prior to Contractor filing a Final Claim.
- C. “Claim” or “statutory claim” is defined in Public Contract Code section 9104, and means “a separate demand by the contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a public works contract.
 - b. Payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the contract for a public work and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - c. Payment of an amount that is disputed by the public entity.
- D. Final Claim means the certified Final Claim prepared and submitted by Contractor if Good Faith Negotiations fail to result in settlement of the claim.

9-1.03.02 Requirements of Good Faith Negotiations

A. Introduction

- a. At any time during the Good Faith Negotiations defined in this Section, Contractor may serve a statutory claim pursuant to Public Contract Code section 9204. Upon receipt of a claim pursuant to that section, the City will conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the City and Contractor may, by mutual agreement, extend the time period provided in this subdivision. Contractor shall furnish reasonable documentation to support the claim.
- b. Notwithstanding the service of a statutory claim, Contractor must comply with the Good Faith Negotiations procedures defined in this Section. Failure to so comply shall operate as a waiver of Contractor’s claims.

B. Notification of Disputed Work Required.

- a. Contractor shall promptly, and before commencing Disputed Work, notify The City’s Authorized Representative in writing before proceeding with such Work. Contractor’s written notification shall state the objection and the basis of the objection (“Disputed Work”).
- b. If Contractor proceeds with the Disputed Work without complying with the written notice requirement, Contractor will be deemed to have assented that the Work is within the Contract’s requirements, and shall waive its rights to further right to a protest or Claim.
- c. Contractor shall provide written notice of Disputed Work concurrently with Contractor’s incurring any costs it may claim are the responsibility of the City.

C. Contemporaneous Records

- a. Beginning with the first day on which any Disputed Work is performed, and each following Day, Contractor shall maintain detailed hourly records of labor, construction equipment, and services, and itemized records of materials and equipment used each Day in the performance of the Disputed Work. Such records must be of a form acceptable to the City, shall be signed by Contractor, copies provided to the City daily, and are subject to verification by the City.

D. Initial Substantiation (within ten (10) Days after Contractor's first knowledge of the Disputed Work.)

- a. Within ten (10) Days after Contractor's first knowledge of the Disputed Work, Contractor shall provide the City with a written statement of dispute ("Dispute") that includes a preliminary cost proposal for the Disputed Work stating clearly and in detail its objection and reasons for contending the Disputed Work is outside or in breach of the requirements of Contract Documents. The preliminary cost proposal must provide a good faith preliminary estimate of the labor (workers, crews), equipment and/or materials involved, and a corresponding good faith preliminary estimate of cost. It is the responsibility of Contractor to substantiate that the Disputed Work is in fact a change from the base scope of Work.
- b. The written Dispute must identify the subcontractors, vendors, suppliers affected, if any, sufficient for the City to visit the Site to inspect the work and/or conduct a telephonic interview of the persons involved, and/or to photograph the work in question. Contractor shall provide by email digital photographs of the Disputed Work and provide City with contact information for all involved subcontractors and/or suppliers of any tier to facilitate prompt "in person" review at the next job site meeting.

E. First Negotiation: At Project Level. (No later than twenty-one (21) Days after Contractor's first knowledge of the Dispute).

- a. The written notice and preliminary cost proposal for Disputed Work must be placed, by Contractor, as either a specific discussion item on the Agenda for the next weekly meeting, or to occur immediately before or following the weekly meeting. Both Owner and Contractor shall then make a good-faith effort to review the Disputed Work. It is expected that discussions will occur no later than twenty-one (21) Days after Contractor's first knowledge of the Dispute.

F. Updated Dispute Substantiation (no later than thirty (30) days of Contractor's first knowledge of Disputed Work).

- a. In the event negotiations at the next job site meeting do not result in resolution of the Dispute, and in any event no later than thirty (30) days of Contractor's first knowledge of Disputed Work, Contractor must update its Dispute ("Updated Dispute") to meet the following requirements.
- b. Contractor shall submit the Updated Dispute documentation in the following format:
 - 1. Introduction and Issue Identification
 - 2. Background
 - 3. Chronology
 - 4. Contractor's Position (Reason for County's potential liability)
 - 5. Supporting documentation of merit
 - 6. Supporting documentation of damages

7. Schedules (if appropriate)
 8. Productivity exhibits (if appropriate)
- c. Contractor shall explain, cite by reference to Contract Documents and documents from the Project record and/or submit photocopies of documents supporting the merit of its position.
 - d. Contractor shall explain, cite by reference to, and/or submit photocopies of documents supporting damages. Contractor must submit substantial supporting documentation with this Updated Dispute documentation; categories and amounts not identified and justified, will be deemed waived. Contractor may not assert, subsequently, new or different categories or amounts of damages.

G. Second Negotiation: At Project Representative Level. (No later than forty-five (45) Days after Contractor's first knowledge of the Dispute).

- a. If City and Contractor do not resolve the Disputed Work at their first meeting, then Contractor shall submit its Updated Dispute and shall calendar the matter for discussion with Contractor's Representative and Owner's Representative to occur within twenty (20) Days of the weekly meeting and no later than forty-five (45) Days after Contractor's first knowledge of the Dispute.
- b. The City's Representative will consider the information provided by Contractor and from City's resources, and will provide a decision in writing. If Contractor disputes the written decision, then Contractor's remedy is to file a Notice of Potential Claim meeting the requirements below.
- c. If for any reason Owner should fail to act or provide a decision on a Dispute or Updated Dispute, all within the required forty-five (45) Days, then the Dispute and Updated Dispute shall be deemed denied by Owner's Representative on the forty-sixth (46th) Day.

H. Notice of Potential Claim (no later than fifty-five (55) Days after Contractor's first knowledge of the Dispute).

- a. If, after receiving City's Representative's decision, Contractor disagrees with it or still considers the Disputed Work required of it to be outside the requirements of the Contract Documents, then Contractor shall so notify City in writing within ten (10) Days after receiving the decision by submitting a Notice of Potential Claim ("NOPC") stating that it will issue a formal claim.

I. Third Negotiation: Meeting of Executives.

- a. Upon receipt of Contractor's NOPC, Contractor and City shall negotiate the claim between and among the Contractor's Representative and Owner's Representative. Negotiations in response to the NOPC will not extend the time to file the Formal Claim.

J. FINAL CLAIM AND CERTIFICATION (Within seventy-five (75) Days of Contractor's first knowledge of a Dispute, or within thirty (30) Days of Owner's written decision on Contractor's Dispute and Updated Dispute.)

- a. Within seventy-five (75) Days of Contractor's first knowledge of a Dispute, or within thirty (30) Days of City's written decision on Contractor's Dispute and Updated Dispute, Contractor shall file with City its formal claim(s), in the form specified in this Section. For each NOPC Contractor intends to pursue as a formal claim, Contractor shall include all arguments, justification, cost or estimates, schedule analysis, and

detailed documentation supporting Contractor's position. Contractor is encouraged to designate its Final Claim and Certification as its statutory claim.

- b. Claim Documentation. Contractor's Claim documentation shall conform to generally accepted auditing standards (GAAS). Contractor shall submit the Claim in the following format:
 - 1. Introduction
 - 2. General Background Discussion
 - 3. Summary of Issues and Damages
 - 4. Index of Issues
 - 5. For Each Issue (Begin each issue on a new page)
 - a. Background
 - b. Chronology
 - c. Contractor's Position (Reason for County's potential liability)
 - d. Supporting Documentation of Merit
 - e. Supporting Documentation of Damages
 - f. Schedules (if appropriate)
 - g. Productivity exhibits (if appropriate)
- A. Contractor shall explain, cite by reference to, and/or submit photocopies of, documents supporting the merit of its position. Supporting documentation may include, but not be limited to, General Conditions, General Requirements, Technical Specifications, Drawings, correspondence, conference notes, Shop Drawings and other Submittals, Submittal Logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary Critical Path method schedules, photographs, technical reports, Requests for Information, field instructions, and other related records necessary to support the merit of Contractor's position.
- B. Contractor shall explain, cite by reference to, and/or submit photocopies of, documents supporting damages. Supporting documentation may include, but not be limited to, any or all documents related to the preparation and submission of the Bid; Subcontractor, Supplier or vendor files and cost records; certified payroll reports, materials, equipment, and construction equipment and services costs; purchase orders; invoices; project as planned and as built costs; Subcontractor and Supplier payment documentation; quantity reports; other related records; general ledger and any other accounting materials necessary to support the Contractor's position.

K. CLAIMS SHALL BE CALCULATED IN THE SAME MANNER AS CHANGE ORDERS PER SECTION 01 26 00 (CONTRACT MODIFICATION PROCEDURES). NO SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES MAY BE CLAIMED, REQUESTED OR RECOVERED.

9-1.03.03 Subcontractor Claims

- A. Contractor shall require each Subcontractor, sub-Subcontractor and supplier to comply with the claims procedure set forth in this Document 00 73 83 to provide Contractor with timely notice and documentation of all claims. Contractor shall present as its claims, all Subcontractor, sub-Subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. Owner shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project.

9-1.03.04 Written Decision and Action on Claims

Time frames and procedures Decisions on statutory claims and formal claims follow the same procedures stated In Public Contract Code Section 9104:

- a. "Upon receipt of a claim pursuant to this section, the City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the City and Contractor may, by mutual agreement, extend the time period provided in this subdivision.
- b. If the City needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the City does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- c. If the claimant disputes the City's written response, or if the City fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- d. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the claimant sharing the associated costs equally. The City and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
- e. For purposes of this section, mediation includes any nonbinding process, such as neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- f. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 of the Public Contract Code to mediate after litigation has been commenced.
- g. Failure by the City to respond to a claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- h. Amounts not paid in a timely manner as required by the negotiations required under Public Contract Code section 9204 shall bear interest at 7 percent per annum."

9-1.03.05 Claim Updates and Waiver

- A. Claim Updates Required. If Disputed Work persists longer than a single calendar month, then for each quarter until the Disputed Work ceases, Contractor shall submit to City a document titled “Claim Update” that shall update and quantify all elements of the Claim as completely as possible. Contractor’s failure to submit a Claim Update or to quantify costs every quarter shall result in waiver of the Claim for that period. Claims or Claim Updates stating that damages, total damages (direct and indirect), schedule impact and/or any time extension will be determined at a later date shall not comply with this subparagraph and shall result in Contractor waiving its claim(s). Contractor shall also maintain a continuing “claims log” that shall list all outstanding claims and their value, and provide such log to Owner quarterly.
- B. Waiver. If the initially required notice of Dispute, Updated Dispute, Notice of Potential Claim and Final Claim, are not issued within the time period required herein, or if Contractor proceeds with the disputed Work without first having given the notice of the Disputed Work, Contractor shall be deemed to have waived its rights to further claim on the specific issue.

9-1.03.06 Government Code Section 930.2

- A. The procedures, negotiations, record keeping, documentation and Final Claim, if negotiation efforts prove unsuccessful, as required in this Section, are intended to constitute a mandatory administrative remedy and part One of a two-step claim procedure by agreement under California Government Code Section 930.2. Step One is compliance with the Good Faith Negotiations and Claim Requirements. Step Two is filing a Government Code Section 910 Claim in with the County following statutory procedures and identifying Claims submitted, negotiated and not settled.
- B. Should Contractor fail to timely comply with the procedures set forth in this Section, Contractor may have rights to apply for consideration of late claims following the procedures in Government Code Section 930.4. This Section defines the limits of authority of City’s representative to consider late claims and the basis therefore.

9-1.03.07 Waiver and Substantial Compliance

- A. If Contractor fails to comply with this Section as to any claim or Disputed Work, then Contractor shall waive its rights to such claim. All claim(s), Disputed Work items or issue(s) not raised in a timely notice, timely notice of potential claim and then timely claim submitted under this Section, may not be asserted in any subsequent arbitration (if subsequently agreed), litigation or legal action, and any award (or portion thereof), judgment or verdict contrary to this preclusion shall be vacated to the extent contrary.
- B. Contractor may request an extension of time to comply with the claims procedure herein, but must do so in advance of time periods expiring and City must give its approval in writing (which approval may be withheld in City’s discretion.) As to any other feature of the claim procedure herein (and its claims waiver feature), it may not be waived or altered absent a written Change Order signed by both parties and accepted as to form by their legal counsel (for the City, the Office of the City Attorney.)
- C. The City, in its sole discretion, may consider Contractor’s substantial compliance with the required initial notice and written Dispute, provided Contractor demonstrates good faith and a manifest lack of prejudice to City from late written notice, for example, contemporaneous City/Contractor discussions and review of Disputed Work with full opportunity to investigate

- and verify costs and work performed. Under no circumstances may substantial compliance be considered when the required written notice is more than twenty-one (21) calendar days late.
- D. The City shall not be deemed to waive or alter any provision under this Section, if at City's sole discretion; a claim is administered in a manner not in accord with this Section.
 - E. Compliance with the foregoing shall not be a prerequisite to any Claim that is based solely on differences in measurement or errors of computations as to Contract quantities.

9-1.03.07 Claims under \$375,000

- A. The provision of Public Contract Code §20104 set seq. relating to the resolution of construction claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and the City are hereby incorporated in this Contract and are *italicized* for ease of use.
- B. Documentation that is necessary to substantiate Claims submitted pursuant to this section must comply with the format requirements set forth in this Section.
 - a. Claims for \$375,000 or below, as provided by Public Contract Code - §20104 (a)-(d), Application of article; provisions included in plans and specifications:
 - (a) *(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and local agency.*
 - (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with §10240) of Chapter 1 of Part 2.*
 - (b) *(1) "Public work" means "public work contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.*
 - (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.*
 - (c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
 - (d) This article applies only to contracts entered into on or after January 1, 1991.
- C. Claims for \$375,000 or below, as provided by Public Contract Code - §20104.2 (a)-(f), Claims, requirements, tort claims excluded:

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

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

- (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issue in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- (f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

- D. Claims for \$375,000 or below, as provided by Public Contract Code - § 20140.4(a)-(c), pertaining to Civil action procedures; mediation and arbitration; trial de novo; witnesses:

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

- (a) *Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-Day period, any party may petition the court to appoint the mediator.*
- (b) (1) *If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 commencing with Section 2016.010 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.*
(2) *Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.*
(3) *In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.*
- (c) *The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.*

- E. Claims for \$375,000 or below, as provided by Public Contract Code - §20140.6 (a)-(b), Payment on undisputed portion of claim; interest on arbitration awards or judgments:

- (a) *No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.*
- (b) *In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.*

SECTION 10
SPECIAL PROVISIONS (TECHNICAL SPECIFICATIONS)

SECTION 10
SPECIAL PROVISIONS
For
City of Colfax
COLFAX SKATE PARK PROJECT
July 2025



Donald R. Orie, S3838

7/17/25

Date



NEWLINE
SKATEPARKS

137 Marion Avenue #1
Edgewater, FL 32132

SECTION 10 SPECIAL PROVISIONS
SPECIFIC SKATE PARK TECHNICAL SPECIFICATIONS
TABLE OF CONTENTS

SECTION	DESCRIPTION	NO. OF PAGES
Cover		1
Table of Contents		1
 DIVISION 2 - EXISTING CONDITIONS		
SECTION 02 00 00	SITE CONDITIONS	1
 DIVISION 3 - CONCRETE		
SECTION 03 10 00	CONCRETE FORMWORK	2
SECTION 03 20 00	CONCRETE REINFORCING	2
SECTION 03 30 00	CAST IN PLACE CONCRETE	7
SECTION 03 33 51	CONCRETE FINISHING	4
SECTION 03 36 00	SHOTCRETE	7
SECTION 03 37 00	CONCRETE CURING	1
 DIVISION 5 - METALS		
SECTION 05 50 00	METAL FABRICATIONS	4
 DIVISION 9 PAINTING		
SECTION 09 90 00	PAINTING	5
 DIVISION 31 EARTHWORK		
SECTION 31 00 00	SITE EARTHWORK	5
SECTION 31 10 00	SITE SELECTIVE CLEARING	1
SECTION 31 23 13	SITE SUBGRADE PREPARATION	2
 APPENDIX		
Geotechnical Report	GEOTECHNICAL INVESTIGATION – COLFAX SKATE PARK, APRIL 2025 BY GEOCON CONSULTANTS, INC.	42

SECTION 02 00 00 SITE CONDITIONS

Part 1 General

1.01 RELATED INFORMATION

- A. Related information and requirements are included in the General and Supplementary Conditions with regards to existing underground utilities.

1.02 INFORMATION ON SITE CONDITIONS

- A. All information obtained by the Engineer regarding site conditions, subsurface information, groundwater elevations, existing constructions of site facilities, and existing underground utilities and similar data are shown on the plans or provided herein.
- B. Information derived from inspection of topographic maps, or from plans showing locations of utilities and structures will not in any way relieve Prime General Contractor from any risk, or from properly examining the site and making such additional investigations as he may elect, or from properly fulfilling all the terms of the contract documents.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall satisfy himself as to the nature and location of the work and the general and local conditions.
- B. The Prime General Contractor further shall satisfy himself as to the character, quality, and quantity of surface and subsurface materials to be encountered by reviewing Soils Report (if applicable) and reviewing any other pertinent information. Any new exploratory work must be approved by the Owner. Failure of the Contractor to acquaint himself with the site and all available information will not relieve him of the responsibility for properly estimating the difficulty or cost of completing the work.

1.04 The Contractor will not be responsible for inspections. Owner to provide third party inspections.

- A. The Prime General Contractor shall anticipate underground obstructions such as utility lines, concrete, water table and variation hereof due to rainfall, soil conditions and debris. No extra payment will be allowed for the removal, replacement, repair, or possible increased cost caused by underground obstructions. Any such lines or obstructions indicated on the map show only the approximate location and must be verified in the field by the Contractor. The Owner and Engineer will endeavor to familiarize the contractor with all known underground obstructions, but this will not relieve the Contractor from full responsibility in anticipating and locating all underground obstructions.
- B. Additional information
 - 1. Prior to construction, the Prime General Contractor may make their own subsurface investigations subject to time schedules and arrangements approved in advance by the Owner. Before any subsurface test holes are excavated, obtain permits from governing agency to perform such work.

END OF SECTION 02 00 00

SECTION 03 10 00 CONCRETE FORMWORK

Part 1 General

1.01 DESCRIPTION

- A. Provide formwork and accessories for construction of cast-in-place concrete work.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 03 20 00 - Concrete Reinforcing
- B. Section 03 30 00 - Cast-in-Place Concrete
- C. Section 03 36 00 - Shotcrete

1.03 QUALITY ASSURANCE

- A. Design Criteria: Conform to ACI 347-68, Chapter I.
- B. Allowable Tolerances: Conform to ACI 347-68, 2.4.

1.04 STORAGE OF MATERIALS

- A. Store materials on and under protective sheeting.

1.05 COORDINATION

- A. Notify responsible trades of schedules of concrete pours to allow time for installation and coordination.

Part 2 Products

2.01 MATERIALS

- A. Forms
 - 1. Flatwork: Nominal 2" thick No. 2 Common Southern Yellow Pine or steel forms.
 - 2. Vertical and Custom Work: Exterior grade Standard Douglas Fir (or equal plywood), minimum three ply, one smooth side sufficiently thick to sustain loads, or steel forms.
- B. Form Oil: Non staining, paraffin-base oil having a specific gravity of between 0.8 and 0.9.
- C. Form ties, bolts, rods, or patented devices having tensile strength of 3000 lbs., adjustable length, free of lugs which would leave a hole larger than 5/8" diameter and having a full one-inch depth of break-back.

Part 3 Execution

3.01 CONSTRUCTION AND ERECTION

- A. Construct forms in accordance with ACI 347-68.

- B. Build forms to shapes, lines and dimensions of detailed members of concrete construction. Set to line and grade, brace and secure to withstand placing of concrete and maintain their shape and position.
- C. Construct forms with care to produce concrete surfaces without unsightly or objectionable form marks in exposed concrete surfaces.
- D. Thoroughly clean surfaces of form material and remove nails before reuse. Do not reuse damaged or worn forms. Coat contact surfaces of forms with non-staining form oil prior to placing metal reinforcement.
- E. Immediately before placing concrete, clean forms of chips, sawdust, and debris. Immediately after removal of forms, remove form ties, wires, and defects and patch.

3.02 INSERTS AND ACCESSORIES

- A. Make provisions for required installation of accessories, bolts, hangers, sleeves, anchor slots and inserts cast in concrete. Obtain suitable templates or instructions for installation of items. Place expansion joints where detailed and required.

3.03 REMOVAL OF FORMS AND SHORING

- A. Remove forms and shores in accordance with ACI 347-68.

3.04 CLEANUP

- A. Remove debris and trash.

END OF SECTION 03 10 00

SECTION 03 20 00 CONCRETE REINFORCEMENT

Part 1 General

1.01 DESCRIPTION

- A. Furnish materials, labor, transportation, services, and equipment necessary to install all concrete reinforcement related to the skate park as indicated on scope of work contract and shown on drawings and as specified herein.
- B. Provide all steel reinforcement for construction of concrete paving for the skate park.

1.02 RELATED INFORMATION

- A. Section 03 10 00 - Concrete Formwork
- B. Section 03 30 00 - Cast-in-Place Concrete
- C. Section 03 36 00 - Shotcrete

1.03 REFERENCE STANDARDS

- A. American Concrete Institute (ACI)
 - 1. ACI 315-80, Manual of Standard Practice for Detailing Reinforced Concrete Structures.
 - 2. ACI 318-77, Building Code Requirements for Reinforced Concrete.
- B. American Society for Testing and Materials (ASTM - latest editions)
 - 1. ASTM A233, Mild Steel Arc Welding Electrodes.
 - 2. ASTM A615, Deformed Billet-Steel Bars for Concrete Reinforcement.
 - 3. A706, Low-Alloy Steel Deformed Bars for Concrete Reinforcement.
- C. Concrete Reinforcing Steel Institute (CRSI) Manual of Standard Practice, latest edition.
- D. American Welding Society (AWS): Reinforcing Steel Welding Code, D12.1-75, including latest revisions.

1.04 DELIVERY AND STORAGE

- A. Stack reinforcing steel in tiers. Mark each length, size, shape, and location.
- B. Maintain reinforcement free of dirt, mud, paint, or rust.

1.05 SUBMITTALS

- A. Shop Drawings
 - 1. Indicate complete reinforcing method for each concrete member including materials, sizes, bends, dimensions, stirrup spacing, and placing details not shown on drawings.

Part 2 Products

2.01 MATERIALS

- A. Steel Reinforcement: Deformed billet steel, ASTM A615, Grade 60. Minimum 75% Recycled Product.

- B. Welded Steel Reinforcement: Deformed low-alloy steel, ASTM A706, carbon content not exceeding 0.30% and manganese content not exceeding 0.60%. Identify and tag with manufacturer's heat identification number.

2.02 FABRICATION

- A. Fabricate to sizes, shapes, and lengths detailed in accordance with requirements of ACI 318-71 and ACI 315-65.

Part 3 Execution

3.01 INSTALLATION

- A. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars" for placing and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice and other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover over reinforcement.
- D. Accurately place reinforcing steel in accordance with drawings. Rebar shall be 2" beneath concrete surfaces. Thoroughly clean reinforcement of any coating which would reduce bonding. Do not heat, cut, or bend bars without Owner's approval. Do not splice reinforcement at points of maximum stress. Stagger splices in adjacent bars and provide a minimum overlap of 30-bar diameters at splices unless specifically noted otherwise on Drawings.
- E. Securely saddle tie intersections with No. 18-gauge black annealed wire. Rigidly secure reinforcement in place. Provide concrete coverage as shown on Drawings.

3.02 WELDING REINFORCEMENT

- A. Weld deformed steel reinforcement bars in strict accordance with AWS 12.1, using recommended pre-heat temperature and electrode for type of steel being welded.
- B. Do not weld steel reinforcement bars without proper heat identification of bars.

3.03 CLEANUP

- A. Remove debris and trash resulting from specified work.

END OF SECTION 03 20 00

SECTION 03 30 00 CAST IN PLACE CONCRETE

Part 1 General

1.01 DESCRIPTION

- A. Furnish materials, labor, transportation, services, and equipment necessary to install all Cast-In-Place Concrete related to the skate park as indicated on scope of work contract and shown on drawings and as specified herein.

1.02 RELATED INFORMATION

- A. Section 03 10 00 - Concrete Formwork
- B. Section 03 20 00 - Concrete Reinforcing
- C. Section 03 36 00 - Shotcrete
- D. Section 03 33 51 - Concrete Finishing
- E. Section 03 37 00 - Concrete Curing

1.03 REFERENCE STANDARDS

- A. American Concrete Institute (ACI)
 - 1. ACI 315-80, Manual of Standard Practice for Detailing Reinforced Concrete Structures.
 - 2. ACI 318-77, Building Code Requirements for Reinforced Concrete.
- B. American Society for Testing and Materials (ASTM - latest editions)
 - 1. ASTM A233, Mild Steel Arc Welding Electrodes.
 - 2. ASTM A615, Deformed Billet-Steel Bars for Concrete Reinforcement.
 - 3. ASTM A706, Low-Alloy Steel Deformed Bars for Concrete Reinforcement.
- C. Concrete Reinforcing Steel Institute (CRSI) Manual of Standard Practice, latest edition.
- D. American Welding Society (AWS): Reinforcing Steel Welding Code, D12.1-75, including latest revisions.

1.04 SUBMITTALS

- A. Design of Concrete Mixes
 - 1. The contractor shall be responsible for and pay for the design of concrete mixes. Design of concrete mixes shall be performed by a Testing Laboratory selected by Contractor and reviewed and approved by the Resident Engineer / Skate Park Designer. Design methods to be in accordance with ACI 318-71.
 - 2. Concrete mix plant to conduct advance tests of trial mixes with proposed materials. Test four (4) cylinders in accordance with ASTM C39 at seven (7) days and twenty-eight (28) days. Do not place concrete on project until laboratory reports and breaks of confirmations cylinders indicate that the proposed mixes will meet the strength requirements.
 - 3. Check mix design and revise, if necessary, wherever changes are made in aggregate or in surface water content of aggregate or workability of concrete.

Slump shall be the minimum to produce workable mix. Laboratory shall prescribe minimum quantity of water.

4. If Portland Cement reducers or other additives are used, submit control mix design without reducers or additives as well as mix exactly proposed to be used. Submit W.R. Grace Co. recommendations for retarder and shrinkage compensation of slab on grade.
 5. Forward two (2) copies of design mix to the Owner.
- B. Submit product data and manufacturer's instructions for:
1. Color admixture.
 2. Expansion joint fill material.
 3. Curing compound.
 4. Dowel aligners/caps.
 5. Crack repair materials.
 6. Form facing materials.
 7. Proprietary cleaning agents.
 8. Plastic film for curing.
 9. Surface retarders.
 10. Micro-Fiber reinforcement
- C. Samples
1. Samples for Color Selection: Submit color additive manufacturer's color chart & sample chip set; indicate color additive number and required dosage rate. Samples indicate general color and may vary from concrete finished in field according to Specifications.
 2. Joint Fill Materials: Submit data sheets for Sika 1A and Sika 1C-SL.
- D. Placement / Pour Schedule
1. Contractor to indicate on plans the locations to be installed within a day's work and not exceeding 50 cubic yards per day for quality control and inspection schedules.
 2. Schedule and sequence to be reviewed and approved by the Resident Engineer / Skate Park Designer prior to starting this work.
- E. Cast in Place Concrete Samples / Mock-Ups
1. Contractor shall prepare 4'x 4' samples for each cast-in-place concrete type indicated on Drawings. Contractor may pour each type as part of the finished project, and if approved by the Resident Engineer / Skate Park Designer it may remain in place as finished product. If the sample is not approved, the Contractor in charge of the specific scope of work shall remove and replace another sample for Resident Engineer / Skate Park Designer's approval at no additional cost to the Owner.
 2. Samples shall be completed to the satisfaction of the Resident Engineer / Skate Park Designer including aggregates, texture, color, and finishes. If samples are rejected by the Resident Engineer / Skate Park Designer, the Contractor in charge of the specific scope of work shall remove and replace the sample for the Resident Engineer / Skate Park Designer's approval at no additional cost to the Owner.

3. These samples will become the standard of quality by which future paving samples and work will be judged.
 4. Samples to remain on-site and be protected during construction, to compare work in progress. If samples are damaged or removed, the Contractor in charge of the specific scope of work shall repair/replace in-kind immediately at no additional cost to the Owner.
- F. Test Reports: Compressive strength of concrete test cylinders taken upon delivery of concrete.

1.05 QUALITY ASSURANCE

A. Concrete Testing

1. Prepare samples by each application crew using the equipment, materials and mix proportions proposed for the Project. Owner shall observe preparation of test panels noting placement of cast in place concrete by applications crew.
2. Test panel shall be minimum 6" x 18" x 18" maximum 6" x 24" x 24". Test panel shall conform to Part 1.04 Submittals.
3. Secure and protect samples during construction and test for compliance with Specifications.
4. Test strength of the cast in place concrete as work progresses as follows:
 - a. Cut cores from the test panel and test in accordance with ASTM C42.
 - b. One test panel per 50 yards of accumulated cast in place concrete, minimum 6" x 18" x 18" maximum 6" x 24" x 24". Cores taken from the test panel shall be taken not less than once each shift nor less than one for each 50 cubic yards of cast in place concrete placed through the nozzle.
 - c. Cores shall be soaked in water for a minimum of forty (40) hours before testing.

B. Certification

1. Nozzleman certification shall be in accordance with ACI 506.3R.

C. Regulatory Requirements

1. Meet requirements of applicable laws, codes, and regulations required by authorities having jurisdiction over Work

D. Acceptance

1. Final acceptance of the cast in place will be done by the Resident Engineer / Skate Park Designer and will be based upon the results obtained from cores.

E. Concrete Manufacturer Qualifications

1. Manufacturer of ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.

F. Skate Park Contractor / Sub-Contractor Experience

Provide evidence to indicate successful experience in providing cast in place concrete work for skate parks similar in scope to that specified herein and can demonstrate successful experience through past project documentation and references.

1. Required Experience

Skate Park Contractor or Sub-Contractor must have completed three (3) public concrete skate park facilities with a minimum size of 10,000 square feet, in the last five (5) years. Parks must be open and in good operating condition for at least one (1) year.

2. Evidence of Experience

Skate Park Contractor or Sub-Contractor shall submit to Field Engineer Inspector satisfactory documentation of previously mentioned experience and qualification. If a Contractor cannot provide this information or if it is unverifiable, work under this Section and any other related Section cannot be completed by Contractor. This submission must contain the Project Name & Location, City Name & Contact Information, Designer Name & Contact Information, Project Size, Contract Value, Completion Date, and Supervisor and/or Key Personnel responsible for this experience for each of the qualifying projects.

3. Safety and Performance Guidelines

Comply with all safety and performance requirements and all applicable references as specified in the ASTM F2480 Standard Guide for In-ground Skate Parks.

4. ACI Requirements

Meet all requirements of ACI 6. ~ ACI 318-77 – Building Code Requirements for Reinforced Concrete.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Store materials in dry and protected locations and protect from damage.
- B. Do not change brand of cement or source of aggregate during course of Work, without prior approval from the Resident Engineer / Skate Park Designer.

1.07 SITE CONDITIONS

A. Environmental Requirements:

- 1. Contractor shall submit plan to monitor wind velocity, relative humidity, temperature, and concrete temperature to maintain specified maximum rate of evaporation.
- 2. Do not place concrete when sub-base surface temperature is less than 40 degrees F, nor when surface is wet.
- 3. Protect concrete against extreme cold and heat, frost, rapid drying, and damage by rain.

B. Coordination:

- 1. Coordinate schedules of concrete placement to allow adequate time for installation of other related work.

2. Verify that anchor bolts and other embedded steel items to be cast into concrete are properly placed.
3. Coordinate size and location of mechanical and electrical equipment concrete pads.
4. Coordinate earthwork and Soils Report requirements with placement requirements.
5. Coordinate with formwork and finishes sections to provide finish floor levelness and flatness as specified herein. Slope to drains at grades and percent slope shown on contract documents.
6. Ensure that irrigation sleeves, electrical conduit, drainage lines and other utility elements are accommodated and as-built located prior to placing concrete.

Part 2 Products

2.01 MATERIALS

- A. Ready Mixed Concrete: Batched, mixed, and transported in accordance with ASTM C94 – Specifications for Ready Mixed Concrete.
- B. Portland Cement: Refer to Drawings for specific paving type and finish required and conform to ASTM C-150, Type II. Use same brand of cement from single source throughout entire project for each paving type unless approval from the Resident Engineer / Skate Park Designer states otherwise.
- C. Fine Aggregate (washed concrete sand): Clean, hard, durable, uncoated washed natural sand, free from silt, loam, or clay, and conforming to ASTM C33.
- D. Coarse Aggregate: Class II-Hard durable, un-coated crushed limestone meeting requirements of ASTM C-33. Unless otherwise noted in aggregate size 1" minimum, No., 56 or 57. Base rock shall conform to local code.
- E. Water: Potable and free from deleterious materials such as oils, acids, and organic matter.
- F. Admixture: Cement-dispersing, water-reducing compound, ASTM C 494, Type A, as made by Master Builders, Sika, or Gifford-Hill Co., or equal. Depending upon weather conditions at time of placing, ASTM C 494, Type D (water-retarding) or Type E (water-reducing, accelerating) may be used if approved by the Resident Engineer / Skate Park Designer.
- G. Additives: Micro-Fiber reinforcement that is designed to mitigate plastic shrinkage cracking, to be approved by the Resident Engineer / Skate Park Designer, in all concrete (dosage as recommended by the manufacturer).
- H. Curing Materials:
 1. Water: Domestic Quality, clear and potable with no chemical content.
 2. Sheet Material: Comply with ASTM C171. Moisture loss maximum .055 g/cm sq. Color: White.
 3. Curing Compounds/Sealer: Curing compound shall comply with ASTM C309 and be approved by color additive manufacturer for use with colored concrete

2.02 PROPORTIONS AND MIXING

- A. Proportions and Design: In accordance with approved mix design. Minimum allowable compressive strength at 28 days is 4000 psi (as marked per plan).
- B. Admixture: No admixtures without approval of the Resident Engineer / Skate Park Designer. Introduce admixtures in quantities and according to methods recommended by admixture manufacturer. Add air-entraining agent to concrete as scheduled.
- C. Slump: Not to exceed 5" +/- 1"
- D. Mixing: Ready mixed concrete in accordance with ASTM C-94. Do not transport or use concrete after 1-1/2 hours have elapsed from time of initial mixing. Supplier of transit-mixed concrete shall have a plant of sufficient capacity, and adequate transportation facilities to assure continuous delivery at required rate, to provide continuous concrete placement throughout a pour.
- E. Grout and Dry Pack: Non-Shrink, Non-Metallic: U.S. Grout Corp or equal. "Five Star Grout" ASTM C- 827, C-1107-02 Grades A, B and C, and C-1107-07, 5,000 PSI.

2.03 CURING MATERIALS

- A. Water: Domestic Quality, clear and potable with no chemical content.
- B. Sheet Material: ASTM C171. Moisture loss maximum .055 g/ cm sq. Color: White.
- C. Curing Compounds: Ashford Formula™ Curecrete by Curecrete Distribution, Inc., Phone (800) 998-5664, or equal.

Part 3 Execution

3.01 INSPECTION

- A. Inspect subgrade, forms, reinforcing steel, pipes, conduits, sleeves, hangers, anchors, inserts, and other work required to be built into concrete and report any discrepancies. Notify Owner at least five (5) working days in advance of scheduled placement.
- B. Correct unsatisfactory work prior to placing concrete.
- C. Remove rubbish from formwork immediately prior to placing concrete.

3.02 INSTALLATION

- A. Placing Concrete:
 1. Convey and place concrete allowing no separation of ingredients in accordance with ACI 304 and as specified below.
 2. Maximum height of concrete free fall – five (5) feet.
 3. Regulate rate of placement to maintain plasticity and flow into position.
 4. Deposit concrete continuously until panel or section is completed.
 5. Place concrete in horizontal layers 18" maximum thickness.
- B. Consolidation:
 1. Use mechanical vibrating equipment for consolidation.
 2. Vertically insert and remove hand-held vibrators at 18" O.C. for 10 to 15 seconds.
 3. Do not use vibrators to transport concrete in forms.
 4. Provide vibrators with minimum speed of 8000 RPM and with amplitude to consolidate effectively.

5. Thoroughly consolidate concrete and work around reinforcement, embedded items and into corners of forms. Thoroughly consolidate layers of concrete with previous layers.
- C. Construction Joints:
1. Unless otherwise shown on Drawings, each footing, wall, beam, and slab shall be considered as a single unit of operation and shall be monolithic in construction.
 2. Where construction joints are unavoidable, locate joints at or near quarter points of spans where approved by Resident Engineer / Skate Park Designer and/or shown on plan.
 3. Saw Cut joints, Expansion Joints and Cold Joints as detailed in contract documents.
- D. Expansion Joint Fillers:
1. Refer to Drawings for Expansion Joint locations and details.
 2. Finish joint material flush with concrete surface.
- E. Hot Weather Placement:
1. Prevent high temperature in fresh concrete during hot weather in accordance with ACI 305.
 2. Use water reducing set retarding admixtures in such quantities as especially recommended by manufacturer to assure that concrete remains workable and lift lines will not be visible.
- F. Flatwork:
1. Cast slabs-on-grade in alternate sections unless permanent forms are used. Wait 48 hours between all adjacent concrete castings.
 2. Plane Surface Tolerance: Exterior- Class AX, 3/16" in 10' with no ponding.
 3. Maximum 1:500 slope from indicated plane at any point.
- G. Finish:
1. Smooth Trowel finish to match approved Mock-Up finish. If the finish is not approved, the Contractor in charge of the specific scope of work shall remove and replace another sample for Resident Engineer / Skate Park Designer's approval.
 2. After surface water disappears and floated surfaces have sufficiently hardened, steel trowel then re-trowel the surface to a smooth and consistent finish.
 3. After concrete has set enough to provide edge troweling, re-trowel edges to a smooth and uniform finish.
- H. Cracking:
1. Cracking from inadequate curing is not allowed. Sawcut joints and construction joints are shown on drawings. Contractor may, with review and approval by the Resident Engineer / Skate Park Designer, recommend and detail other joints required to prevent cracking.

3.03 REPAIRS AND PROTECTION

- A. Remove and replace concrete paving that is broken, damaged, defective, or does not meet the requirements of this Section or conformance with ASTM F 2480 - Standard Guide for In-ground Skate Parks.
- B. Protect concrete from damage; exclude traffic from paving for at least 28 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- C. Maintain concrete paving free of stains, discoloration, dirt, wax, and other foreign material.

3.04 TOLERANCES

- A. Minor variations in appearance of colored concrete, which are like natural variations in color and appearance of uncolored concrete, are acceptable but subject to approval by the Resident Engineer / Skate Park Designer.

3.05 REJECTIONS

- A. Major variations in the appearance of integral colored concrete compared to manufacturer's sample chip shall be rejected by the Resident Engineer / Skate Park Designer. The Contractor in charge of the specific scope of work shall remove and replace rejected work for the Resident Engineer / Skate Park Designer's approval at no additional cost to the Owner.
- B. Defects in the concrete including lack of uniformity, exhibits segregation honeycombing, or lamination, or which contains any dry patches, slugs, voids, or pockets shall be rejected by the Resident Engineer / Skate Park Designer. The Contractor in charge of the specific scope of work shall remove and replace rejected work for the Resident Engineer / Skate Park Designer's approval at no additional cost to the Owner.
- C. Radial wall finishes shall consist of smooth, hard, uniform surface of smooth trowel with a level tolerance of 1/8 inch in 10 feet when tested with a 10-foot steel straightedge placed on the surface horizontally and vertically. Grinding the surfaces will not be an acceptable means of achieving the intended radii and uniformity shall be approved by the Resident Engineer / Skate Park Designer. If rejected, The Contractor in charge of the specific scope of work shall remove and replace rejected work for the Resident Engineer / Skate Park Designer's approval at no additional cost to the Owner.

3.06 CLEAN UP

- A. At completion of Work, remove concrete stains from adjacent work, including but not limited to dissimilar paving types, walls, columns, railing posts, light fixtures, plant materials, to satisfaction of the Resident Engineer / Skate Park Designer.

END OF SECTION 03 30 00

SECTION 03 33 51 CONCRETE FINISHING

Part 1 General

1.01 SPECIALTY SKATE PARK CONSTRUCTION

- A. All work contained in this Section is considered Specialty Skate Park Construction. Only those Contractors that meet the minimum experience requirements contained in the Quality Assurance Section of this specification may perform this work as specified herein.

1.02 REGULATIONS

- A. The work shall conform to requirements of the American Concrete Institute (ACI) and the local Building Code for concrete finishing, as supplemented and modified on drawings or herein.

1.03 REFERENCE STANDARDS

- A. The Concrete Finishing shall conform to the requirements of the following Reference Standards or as modified and supplemented hereinafter.
 - 1. American Concrete Institute (ACI) Specifications for Structural Concrete for Buildings, ACI 301
 - 2. ACI Recommended Practice for Cold Weather Concreting, ACI 306
 - 3. ACI Recommended Practice for Hot Weather Concreting, ACI 605

1.04 RELATED SECTIONS

- A. Section 03 10 00 - Concrete Formwork
- B. Section 03 20 00 - Concrete Reinforcement
- C. Section 03 30 00 - Cast in Place Concrete
- D. Section 03 36 00 - Shotcrete

1.05 QUALITY ASSURANCE

- A. Skate Parks are not considered standard concrete flatwork. Where indicated to be exposed, Skate Park concrete is architecturally finished concrete represented in the form of complex and unique shapes. Typical Skate Park features will incorporate concave and convex transitioning between surfaces which require the specified finishes to sculpturally blend along compound radius curves. It is critical that Skate Park concrete work be completed with a high level of precision for the skate facility to function properly and safely. Special care must be taken to provide the specified finished surfaces without gravel pockets, and other defects/defacements. The Resident Engineer / Skate Park Designer shall inspect concrete after removal of forms and before concrete repair work begins. Concrete that does not meet the minimum requirements of the specifications shall be rejected by the Resident Engineer / Skate Park Designer and therefore removed and replaced in its entirety by the Contractor at their expense.

1.06 CONTRACTOR QUALIFICATION STATEMENT / SUBMITTAL

- A. To be considered a qualified and responsible Bidder, the Bidder shall provide documentation establishing that the Bidder and/or subcontractor has satisfied the experience requirements listed below:
1. The Skate Park specialty contractor, or subcontractor must provide proof of three (3) public concrete skate park facilities with a minimum size of 10,000 square feet, in the last five (5) years. Parks must be open and in good operating condition for at least one (1) year.
 2. Installation of storm drainage systems in conjunction with Skate Park components.
 3. Shaping of earthwork to specified radius.
 4. Experience creating the following in facilities specifically intended for skateboarding: Cast in place concave and convex shaped concrete elements containing compound radius curves that must be precisely shaped to function as intended.
 5. Experience in application of vertical and horizontal shotcrete work, including horizontal and vertical radius transitions that include compound radius curves and blends, formed concrete, grinding rails, and associated concrete reinforcement as needed.
 6. The Contractor shall be skilled with the installation of steel coping edges, smooth flowing seamless transition areas, and smooth trowel concrete finish work.
 7. Layout, fabrication, and construction of the steel coping.
 8. Installation of concrete flatwork between bowled areas.

1.07 PROTECTION

- A. Protect persons and adjacent materials and finishes from dust, dirt and other surface or physical damage during finishing operations, including materials driven by wind.

Part 2 Products – Not Applicable

Part 3 Execution

3.01 REPAIRS

- A. Immediately after the removal of forms inspect all surfaces for defects. Repair or patch defects only after defects are inspected by the Resident Engineer / Skate Park Designer and then only with the Resident Engineer / Skate Park Designer's permission. Do all cutting and repair within 48 hours after removal of forms; cure repairs same as new concrete.

3.02 FINISHES FOR FORMED SURFACES

- A. Rough Form Finish
1. Provide for surface of walls and footings adjacent to grade or below grade. This is the concrete surface having texture imparted by form facing material use with tie holes and defective areas repaired and patched and fins and other projections exceeding 1/4 inch in height rubbed down or chipped off.
- B. Smooth Formed Finish

1. Provide a smooth formed finish on formed concrete surfaces exposed to view. This is an as-cast concrete surface obtained with selected form facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Remove fins and other projections completely and smoothed. Repair and patch honeycombs and defective areas as directed by the Resident Engineer / Skate Park Designer. Tie holes shall not be filled.

C. Sacked Finish

1. On all inconsistent surfaces of the exposed concrete, provide a sacked finish by coating the concrete with sacking mortar. Sacking of patched or defective concrete surfaces may be required by the Resident Engineer/ Skate Park Designer for areas not otherwise already requiring this work.
2. Repair and patch tie holes, honeycombs and defective areas and trowel to smooth finish. Remove fines and other projections completely.
3. Thoroughly wet surface to prevent absorption.
4. Coat the entire surface with sacking mortar as soon as surface of concrete approaches surface dryness.
5. Thoroughly and vigorously rub mortar over area with clean burlap pads to fill all voids.
6. While mortar is still plastic but partially set (so it cannot be pulled from voids), sack-rub surface with dry mix of sacking mortar (leave out water). There should be no discernible thickness of mortar on concrete surface, except in voids; all surfaces should be uniformly textured.
7. Immediately begin a continuous moist cure for 72 hours.

D. Related Unformed Surfaces

1. At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated. Provide for face surface of walls adjacent to plaza, walks and stairs.

3.03 FINISHES FOR UNFORMED SURFACES

- A. Screed all slabs, for whatever finishes, to true levels or slopes, work surfaces only to the degree required to produce the desired finish; do no finishing in areas where water has accumulated until they have been drained and excess moisture has dried. Carefully finish all joints and edges with proper tools, unless otherwise specified.
- B. Rough Screed Finish
1. Consolidate, level, and screed all surfaces to obtain evenness and uniformity; remove all surplus concrete after consolidation by striking off with sawing motion against guide strips.
- C. Float Finish
1. Apply float finish to monolithic slabs to receive trowel or other finishes. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating, using floats appropriate to the surface contours only, when surface water has disappeared, or when concrete has stiffened

sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to tolerances of F(F) 18 (floor flatness) and F(L) 15 (floor levelness) measured according to ASTM E 1155. Uniformly slope surfaces to drains. Cut down high spots and fill low spots immediately after leveling, re-float surface to a uniform, smooth, granular texture.

D. Hard Trowel Finish

1. After floated surface is firm enough to receive steel trowels, trowel at least two complete passes, or until last stage before blackening. Leave no trowel marks discernible to the touch. Do not use excessive water, especially on last the pass.

E. Defective Work

1. Remove and replace when directed by the Resident Engineer/ Skate Park Designer, surfaces which show inferior finish quality.

3.04 CURING

- A. Protect concrete surfaces against rapid drying. Apply Clear Spray-on cure agent after final finish is achieved. Keep sealed with cure agent for necessary amount of time to reach concrete strength and inhibit moisture loss after placing per manufacturer's recommendation.

B. Duration of Curing

1. In addition to the initial overnight curing, continue final curing operations until the cumulative number of days or fractions thereof (not necessarily consecutive) occurs, during which time the temperature of the air in contact with the concrete is above 50 degrees F, equals 7 days. Curing period considered done when compressive strength is reached. If high-early strength concrete has been used, continue final curing operation for 3 days total time, calculated as before. Take care to prevent rapid drying at the end of the curing period. Early removal of forms will not be approved when forms are removed during the curing period.

3.05 INSPECTION

- A. The contractor shall notify Resident Engineer / Skate Park Designer that they are starting concrete finish repair work at least five (5) working days prior to the beginning of work.

3.06 REJECTIONS

- A. Major variations in the appearance of integral colored concrete compared to manufacturer's sample chip shall be rejected by the Resident Engineer / Skate Park Designer. The Contractor in charge of the specific scope of work shall remove and replace rejected work for the Resident Engineer / Skate Park Designer's approval at no additional cost to the Owner.
- B. Defects in the concrete including lack of uniformity, exhibits segregation honeycombing, or lamination, or which contains any dry patches, slugs, voids, pockets or does not meet the radius requirements of the design shall be rejected by the Resident Engineer / Skate Park Designer. The Contractor in charge of the specific scope of work

shall remove and replace rejected work for the Resident Engineer / Skate Park Designer approval at no additional cost to the Owner.

- C. Radial wall finishes shall consist of smooth, hard, uniform surface of smooth trowel with a level tolerance of 1/8 inch in 10 feet when tested with a 10-foot steel straightedge placed on the surface horizontally and vertically. Grinding the surfaces will not be an acceptable means of achieving the intended radii and uniformity shall be approved by the Resident Engineer / Skate Park Designer. If rejected, The Contractor in charge of the specific scope of work shall remove and replace rejected work for the Resident Engineer / Skate Park Designer's approval at no additional cost to the Owner.

3.07 CLEANING

- A. Leave premises clean and free of residue from work in this section.

3.08 PROTECTION AND SITE SECURITY FROM VANDALISM

- A. It shall be the contractors responsibility to protect the site from theft and vandalism.

END OF SECTION 03 33 51

SECTION 03 36 00 SHOTCRETE

Part 1 General

1.01 DESCRIPTION

- A. Provide sprayed-on concrete (concrete conveyed into place by air pressure through a flexible tube or gun with controlled nozzle) referred to herein as shotcrete, complete as shown and as specified by Skate Park Contractor.
 - 1. Provide sprayed-on concrete (concrete conveyed into place by air pressure through a flexible tube or gun with controlled nozzle) referred to herein as shotcrete, complete as shown and as specified.
 - 2. Application, cutting, and sculpting and finish work related to this Work is deemed specialty work within the Contract Documents.
 - 3. All work related to this application, cutting, sculpting, and installation shall be coordinated with the Resident Engineer / Skate Park Designer, prior to project start.

1.02 RELATED INFORMATION

- A. Section 03 10 00 - Concrete Formwork
- B. Section 03 20 00 - Concrete Reinforcing
- C. Section 03 30 00 - Cast-In-Place Concrete
- D. Section 03 33 51 - Concrete Finishing
- E. Section 03 37 00 - Concrete Curing
- F. Section 05 50 00 - Metal Fabrications

1.03 REFERENCES

- A. Comply with the requirements of the current edition of the following codes and standards, except as herein modified.
- B. Latest Uniform Standard Specifications issued by the Owner.
- C. American Concrete Institute (ACI): 506, Chapter 13, Wet Method. Chapter 5, Shotcrete Crew.
- D. American Society for Testing Materials (ASTM)

1.04 SUBMITTALS

- A. Submit current product data and manufacturer's instructions for proprietary materials including:
 - 1. Color admixture
 - 2. Expansion joint fill material
 - 3. Curing compound
 - 4. Dowel aligners / caps
 - 5. Form facing materials
 - 6. Form release agents
 - 7. Proprietary cleaning agents

8. Plastic film for curing
 9. Surface retarders
 10. Micro-Fiber reinforcement
- B. Shop Drawings
1. Section and plan views showing all proposed construction joints.
 2. Contractor to submit shop drawings for all templates to be used on the project.
- C. Design of Concrete Mixes
1. Contractor shall be responsible for and pay for design of concrete mixes for each type of concrete specified. Design of concrete mixes shall be performed by a Testing Laboratory selected by Contractor and approved by the Resident Engineer / Skate Park Designer. Design methods to be in accordance with ACI 318.
 2. Make three (3) trial mixes using aggregate proposed.
 3. Check mix design and revise, if necessary, wherever changes are made in aggregate or in surface water content of aggregate or workability of concrete. Slump shall be the minimum to produce workable mix. Laboratory shall prescribe minimum quantity of water.
 4. Forward two copies of design mix to the Owner and Resident Engineer / Skate Park Designer for approval.
- D. Placement / Pour Schedule
1. Contractor to indicate on plans the locations to be shot within a day's work and not exceeding 50 cubic yards per day for quality control and inspection schedules.
 2. Schedule and sequence to be reviewed and approved by the Resident Engineer / Skate Park Designer prior to starting this work.
- E. Shotcrete Samples / Mock-Ups
1. Provide representative samples of materials for material testing, mix proportion testing, and finish.
 2. Sample of each of the following must be provided: Bowl section with 2" round steel coping and a standard bank with radius transition bottom. The shotcrete samples need to match the same height, radius, angle, curvature, finish, and reinforcement of the corresponding sections and details for inspection and approval. The sample may be part of the finished product and can remain in place as finished product if approved by the Resident Engineer / Skate Park Designer. If the sample is built in place it needs to follow the jointing outlined in the Concrete Jointing plan. If the samples are built elsewhere on-site, they only need to be six feet (6') wide with height and length corresponding to the sections.
 3. Contractor shall prepare and pay for a sample for each paving type indicated on Drawings prior to installation.
 4. Samples shall be completed to the satisfaction of the Resident Engineer / Skate Park Designer and shall include aggregates, texture, color, and finishes. If samples are rejected by the Resident Engineer / Skate Park Designer, the Contractor in charge of the specific scope of work shall remove and replace the sample for the Resident Engineer / Skate Park Designer's approval at no additional cost to the Owner.

5. These samples will become the standard of quality by which future paving samples and work will be judged.
 6. Samples to remain on-site and be protected during construction, to compare work in progress. If samples are damaged or removed, Contractor shall repair / replace in-kind immediately at no additional cost to the Owner.
- F. Test Reports: Compressive strength of concrete test cylinders taken upon delivery of concrete.

1.05 QUALITY ASSURANCE

A. Concrete Testing

1. Prepare samples by each application crew using the equipment, materials and mix proportions proposed for the Project. Resident Engineer / Skate Park Designer shall observe preparation of test panels noting placement of shotcrete by applications crew.
2. Test panel shall be at least 6" x 18" x 18". Test panel shall conform to Section 03 36 00 Shotcrete, Part 1.04 Submittals.
3. Secure and protect samples during construction and test for compliance with Specifications.
4. Test strength of the shotcrete as work progresses as follows:
 - a. Cut cores from the test panel and test in accordance with ASTM C42.
 - b. One 6" x 18" x 18" test panel every 50 cubic yards of accumulated shotcrete. A set of four 43) 2' x 2' x 6" cores taken from the test panel shall be taken and broken on days 7, 14, 21 and 28. shotcrete placed through the nozzle.
 - c. Cores shall be soaked in water for a minimum of 40 hours before testing.

B. Certification

1. Nozzleman certification shall be in accordance with ACI 506.3R.

C. Regulatory Requirements

1. Meet requirements of applicable laws, codes, and regulations required by authorities having jurisdiction over Work

D. Acceptance

1. Final acceptance of the shotcrete will be done by the Resident Engineer / Skate Park Designer and will be based upon the results obtained from cores.

E. Concrete Manufacturer Qualifications

1. Manufacturer of ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.

F. Skate Park Contractor / Sub-Contractor Experience

1. Provide evidence to indicate successful experience in performing shotcrete concrete work for skate parks similar in scope to that specified herein and can demonstrate successful experience through past project documentation and references.
 - a. Required Experience

Skate Park Contractor or Sub-contractor must have completed three (3) public

concrete skate park facilities with a minimum size of 10,000 square feet, in the last five (5) years. Parks must be open and in good operating condition for at least one (1) year.

b. Evidence of Experience

Skate Park Contractor or Sub-contractor shall submit to Field Engineer Inspector satisfactory documentation of the experience and qualification. If a Contractor cannot provide this information or if it is unverifiable, work under this Section and any other related Section cannot be completed by Contractor. This submission must contain the Project Name & Location, Owner's Name & Contact Information, Designer Name & Contact Information, Project Size, Contract Value, Completion Date, and Supervisor and/or Key Personnel responsible for this experience for each of the qualifying projects.

c. Safety and Performance Guidelines

Comply with all safety and performance requirements and all applicable references as specified in the ASTM F2480 Standard Guide for In-ground Skate Parks.

d. ACI Requirements

Meet all requirements of ACI 506, Chapter 13, Wet Method and Chapter 5, Shotcrete Crew.

1.06 DELIVERY, HANDLING, AND STORAGE

- A. Properly deliver and handle materials to prevent contamination, segregation, or damage to materials.
- B. Store cement in weather tight enclosures to protect against dampness and contamination.
- C. Prevent segregation and contamination of aggregates by proper arrangement and use of stockpiles.
- D. Store admixtures properly to prevent contamination, evaporation, or other damage.
- E. Do not change brand of cement or source of aggregate during course of Work.

Part 2 Products

2.01 CONCRETE MATERIALS

- A. Portland Cement: ASTM C150, Type I or II, one brand only.
- B. Fly Ash: ASTM C618, Class C only. The amount of fly ash used shall not exceed 20% by weight of the combined weight of fly ash and cement.
- C. Normal Weight Aggregates: ASTM C33 and as herein specified.
 - 1. Batch fine coarse aggregates separately to avoid segregation.

2. Aggregates shall be free from clay, mud, loam, or other deleterious substances.
3. Dune sand, bank run sand, and manufactured sand are not acceptable for fine aggregate.
4. Coarse aggregate shall be clean, uncoated, heavy media processed aggregate of crushed stone or river washed aggregate.

2.02 ACCESSORIES

- A. Water: Fresh, clean, potable, and free of deleterious acids, mixing, and curing water, as available from Owner. Transport as required.
- B. Admixtures: Use only accepted admixtures meeting the following requirements:
 1. Chemical Admixtures: ASTM C494
 2. Air-entraining Admixtures: ASTM C260
- C. Expansion Joints: See Cast-In-Place Concrete - Section 03 30 00.
- D. Additive: Micro-Fiber reinforcement that is designed to mitigate plastic shrinkage cracking, to be approved by the Resident Engineer / Skate Park Designer, in all concrete (dosage as recommended by the manufacturer).

2.03 PROPORTIONING AND DESIGN OF CONCRETE MIXES

- A. Mix
 1. Prepare design mix to achieve an in-place 28-day compressive strength of 4,000 pounds per square inch and an air content as specified on plans. Maximum aggregate size shall not exceed 3/8 inch. Unit weight of in-place shotcrete shall be 494 pounds per cubic yard. Contractor to pay for and use an independent Testing Agency acceptable to the Resident Engineer / Skate Park Designer to prepare and report the proposed mix design. Testing is at the cost of the Contractor responsible for this mix.
- B. Test Data
 1. Submit for acceptance proportioning and test data from prior experience if available. If data from prior experience are not available or accepted, make, and have tested specimens from three or more different mix proportions in accordance with pre-construction testing requirements of this Specification.
- C. Strength
 1. Selected mix proportions based on compressive strength tests of specimens shall be cut from the shotcrete test panels not earlier than five (5) days after shotcreting. For mix acceptance purposes, average core strengths shall be least equal to f'_c for cores with L/D of 2.0. For cores with L/D between 1.0 and 2.0, use correction factors given in ASTM C42.
- D. Review
 1. Mix design shall be reviewed for acceptance by Resident Engineer / Skate Park Designer.

2.04 CONCRETE APPLICATION EQUIPMENT

- A. For Wet Mix Shotcrete

1. Mixing Equipment: Capable of thoroughly mixing aggregate, cement, and water in sufficient quantity to maintain continuous placement.
2. Ready-mixed Concrete: ASTM C94, except that it may be delivered to the site in the dry state if the equipment can add the water and mixing it satisfactorily with the dry ingredients.
3. Air Supply: Clean air adequate for maintaining sufficient nozzle velocity for parts of work, and for simultaneous operation of blow pipe for cleaning away rebound.
4. Delivery Equipment: Capable of discharging aggregate-cement-water mixture accurately, uniformly, and continuously through delivery hose.

Part 3 Execution

3.01 INSPECTION

A. Examination

1. Examine concrete formwork and verify that it is true to line and dimension, adequately braced against vibration, and constructed to permit escape of air and rebound but to prevent mortar leakage during shotcreting. Correct deficiencies.

B. Inspection

1. Inspect reinforcement steel and items to be embedded in concrete. Correct any deviations from the accepted shop drawings.

C. Notification

1. Notify other trades involved in ample time to permit the proper installation of their work. Cooperate in setting such work.

D. Existing Surfaces

1. Examine existing concrete surfaces for unsound material. Correct deficiencies.

3.02 PREPARATION FOR INSTALLATION OF CONCRETE

A. Forms

1. Use form-coating material on removable forms to prevent absorption of moisture and to prevent absorption of moisture and to prevent bond with shotcrete.

3.03 CONCRETE BATCHING AND MIXING

A. Proportions

1. Mix proportions shall be controlled by weight batching. Contractor's Testing Laboratory shall maintain quality control records during shotcrete production and make those records available to the Resident Engineer / Skate Park Designer.

3.04 CONCRETE PLACEMENT

A. Placement

1. Use suitable delivery equipment and procedures that will result in shotcrete in place meeting the requirements of this Specification. Determine operating procedures for placement in, extended distances, and around any obstructions where placement velocities and mix consistency must be adjusted.

B. Placement Techniques

1. Do not place shotcrete if drying or stiffening of the mix takes place at any time prior to delivery to the nozzle.
 - a. Control thickness, method of support, air pressure, and/or water content of shotcrete to preclude sagging or sloughing off. Discontinue shotcreting or provide suitable means to screen the nozzle stream if wind or air currents cause separation of the nozzle stream during placement.
 - b. Hold nozzle as perpendicular to surface as work will permit, to secure maximum compaction with minimum rebound.
 - c. In shotcreting walls, begin application at bottom. Ensure work does not sag.
 - d. Layering
 - 1) Build up layers by making several passes of nozzle over work area.
 - 2) Broom or scarify the surface of freshly placed shotcrete to which, after hardening, additional layers of shotcrete are to be bonded. Dampen surface just prior to application of succeeding layers.
 - 3) Allow each layer of shotcrete to take initial set before applying succeeding layers.
 - 4) Use radial templates to insure exact radii from flat bottom of skate park deck and coping. Template shall be fabricated from steel or ¾" plywood. Check every horizontal foot when applying shotcrete for conformance of intended wall radii. Brace template and place levels at arc to tangent connections to ensure no kinks will be formed. Kinks at the bottom of bowls will not be acceptable. Slumping of the shotcrete causing coping setback will not be acceptable.
 - e. Placement around Reinforcement
 - 1) Hold the nozzle at such distance and angle to place materials behind reinforcement before any material can accumulate on its face. In the dry-mix process, additional water may be added to the mix when encasing reinforcement to facilitate a smooth flow of material behind the bars.
 - 2) Test to ascertain if any void or sand pockets have developed around or behind reinforcement by probing with an awl or other pointed tool after the shotcrete has achieved its initial set, by removal of randomly selected bars, or coring or other suitable standards.

3.05 REMOVAL OF SURFACE DEFECTS IN CONCRETE

A. General

1. Remove and replace shotcrete which lacks uniformity, exhibits segregation, honeycombing, or lamination, or which contains any dry patches, slugs, voids, or pockets. Remove defective areas.
 - a. Sounding
 - 1) Sound work with hammer for voids. Remove and replace damaged in-place shotcrete.

3.06 CONCRETE FINISH

A. Form Finish

1. Smooth form finish shall consist of a smooth, hard, uniform texture with a minimum of seams.
- B. Unformed Finish / Radial Wall Finish
 1. Float finish on unformed face of wall shall consist of a smooth, hard, uniform surface of smooth steel trowel. Level to a tolerance of 1/10 inch in 10 feet when tested with a 10-foot steel straightedge placed on the surface horizontally, and vertically with radial template with the appropriate radii. Grinding the surfaces will not be an acceptable means of achieving the intended radii. Concrete finish work shall match the approved sample poured on site.

3.07 CONCRETE JOINTS

- A. Cleaning
- B. The entire joint shall be thoroughly cleaned and wetted prior to the application of additional shotcrete.
- C. Reinforcement
- D. Make joints perpendicular to the main reinforcement. Continue reinforcement across joints.

3.08 CONCRETE CURING AND PROTECTION

- A. Initial Curing
 1. Immediately after finishing, keep shotcrete continuously moist for at least 24 hours. Use one of the following materials or methods:
 - a. Ponding or continuous sprinkling.
 - b. Cover and keep continuously wet.
- B. Final Curing
 1. Provide additional curing immediately following the initial curing and before the shotcrete has dried. Use one of the following materials or methods:
 - a. Continue the method used in initial curing.
 - b. Materials conforming to Specifications for Sheet Materials for Curing Concrete, ASTM C 171.
- C. Duration of Curing
 1. Continue for the first 7 days after shotcreting or until specified strength is obtained. During the curing period, maintain shotcrete above 40 degrees and in a moist condition. Prevent rapid drying at the end of the curing period.

3.09 REJECTIONS

- A. Major variations in the appearance of integral colored concrete compared to manufacturer's sample chip shall be rejected by the Resident Engineer / Skate Park Designer. The Contractor in charge of the specific scope of work shall remove and replace rejected work for the Resident Engineer / Skate Park Designer's approval at no additional cost to the Owner.
- B. Defects in the shotcrete including lack of uniformity, exhibits segregation honeycombing, or lamination, or which contains any dry patches, slugs, voids, or pockets shall be rejected by the Resident Engineer / Skate Park Designer. The

Contractor in charge of the specific scope of work shall remove and replace rejected work for the Resident Engineer / Skate Park Designer's approval at no additional cost to the Owner.

- C. Radial wall finishes shall consist of smooth, hard, uniform surface of smooth trowel with a level tolerance of 1/8 inch in 10 feet when tested with a 10-foot steel straightedge placed on the surface horizontally and vertically. Grinding the surfaces will not be an acceptable means of achieving the intended radii and uniformity shall be approved by the Resident Engineer / Skate Park Designer. If rejected, The Contractor in charge of the specific scope of work shall remove and replace rejected work for the Resident Engineer / Skate Park Designer's approval at no additional cost to the Owner.

3.10 CLEAN UP

- A. At completion of Work, remove concrete stains from adjacent work, including but not limited to dissimilar paving types, walls, columns, railing posts, light fixtures, plant materials, to satisfaction of Resident Engineer / Skate Park Designer.
- B. Efflorescence: Remove efflorescence (as soon as practical after it appears) as part of final cleaning.
- C. Use least aggressive cleaning techniques possible.
- D. Wear protective eye wear, gloves, and clothing suitable to work and as required by cleaner manufacturer.
- E. If proprietary cleaning agents are used, pre-wet wall, test cleaning agent on a small, inconspicuous area, and check effects prior to proceeding. Begin cleaning at the top and work down. Thoroughly rinse wall afterwards with clean water. Follow cleaner manufacturer's instructions.
- F. Do not use muriatic (hydrochloric) acid on colored concrete.

END OF SECTION 03 36 00

SECTION 03 37 00 CONCRETE CURING

Part 1 General

1.01 DESCRIPTION

- A. Provide curing material for cast-in-place concrete flatwork, and shotcrete walls (radial and angled).

1.02 RELATED INFORMATION

- A. Section 03 10 00 - Concrete Formwork
- B. Section 03 20 00 - Concrete Reinforcing
- C. Section 03 30 00 - Cast-In-Place Concrete
- D. Section 03 36 00 - Shotcrete

1.03 SUBMITTALS

- A. Submit samples and detailed technical data of products proposed for curing use for Owner's approval.
- B. Submit certification that materials meet specification requirements.

1.04 DELIVERY AND STORAGE

- A. Deliver materials in original sealed containers with seal and labels intact. Store in a dry place. Use materials out of original containers only.

Part 2 Products

2.01 MATERIALS

- A. Evercrete DPS™ Deep Penetrating Sealer, manufactured by Evercrete Group, or approved non-toxic, odorless, clear, water-soluble liquid compound equivalent.
- B. Curing Agent: ASTM C 309, non-staining, water, or soy based, low or no Volatile Organic compound emitting, compatible with color admixture.

Part 3 Execution

3.01 CURING

- A. Protect concrete surfaces against rapid drying. Keep moist for necessary amount of time to reach concrete strength and inhibit moisture loss after placing.
- B. Curing Method: Spread curing paper over surfaces, lapping ends and sides a minimum of 4", and maintain in place by use of suitable weights for necessary duration, then remove.

3.02 CLEANUP

- A. Remove debris and trash resulting from specified work.

END OF SECTION 03 37 00

SECTION 05 50 00 METAL FABRICATIONS

Part 1 General

1.01 SCOPE

- A. Provide labor, materials, and equipment for the installation of Metal Work as shown on the drawings and as specified.

1.02 RELATED INFORMATION

- A. Section 03 10 00 - Concrete Formwork
- B. Section 03 20 00 - Concrete Reinforcing
- C. Section 03 30 00 - Cast-In-Place Concrete
- D. Section 03 36 00 - Shotcrete

1.03 QUALITY ASSURANCE

- A. Qualifications of Fabricators: Experienced in fabrication of miscellaneous metals.
- B. Qualifications of Welders: Welding shall be done only by certified welding operators currently qualified according to AWS D1.1.
- C. Qualifications of Workmen: Provide at least one person who shall be always present during execution of this portion of the Work, and who shall be thoroughly familiar with the type of materials being installed, the referenced standards, the requirements of this Work, and who shall direct all work performed under this Section. Welds indicated may be made in shop or field with approval.
- D. Reference Standards:
 - 1. Steel: Meet requirements of AISC "Specifications of Architecturally Exposed Structural Steel," latest edition.
 - 2. Welding: Meet requirements of AWS "Structural Welding Code," D1.1, latest edition.

1.04 SUBMITTALS

- A. Shop Drawings:
 - 1. Submit shop drawings for all custom fabricated items under this section. Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners and accessories. Indicate welded connections using standard AWS welding symbols.
 - 2. Verification: Verify all measurements at the job. Show dimensions, sizes, thicknesses, gauges, finishes, joining, attachments, and relationship of work to adjoining construction. Where items must fit and coordinate with finished surfaces and/or constructed spaces, take measurements at site and not from drawings.
 - 3. Coordination: Coordinate with work of Cast-In-Place Concrete Section 03 30 00 and Section 03 36 00 - Shotcrete.
- B. Samples

1. Required for all Coping and Edging of concrete work. Submit finish metal samples for final finish selection. Submit prior to delivery to site. Attach name, address of manufacturer and/or supplier to each sample.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Coordination
 1. Coordinate with work of Cast-In-Place Concrete Section 03 30 00 and Section 03 36 00 - Shotcrete.
- B. Storage of Materials
 1. Materials which are stored at the project site shall be above ground on platforms, skids, or other supports. Protect steel from corrosion. Store other materials in a weather-tight and dry place until ready for use.
- C. Protection
 1. Use all means necessary to protect miscellaneous metals before, during and after installation and to protect the installed work and materials of all other trades.
 2. Protect any adjacent materials or areas below from damage due to weld splatter or sparks during field welding.
- D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of and at no additional cost to the Owner.

1.06 JOB CONDITIONS

- A. Examine existing conditions in which the work is to be installed. Notify Owner if conditions are unacceptable to begin work.
- B. Do not proceed with the work until unsatisfactory conditions have been corrected.

1.07 COORDINATION

- A. Templates and Built-ins: Furnish all anchors, fastenings, sleeves, setting templates and layouts affecting or installed in the work of other trades.
- B. Delivery: Where items must be incorporated or built into adjacent work, deliver to trade responsible for such work in sufficient time that progress of work is not delayed. Be responsible for the proper location of such items.

1.08 JOB SITE SAMPLE

- A. Contractor to provide fabricated, on site sample of metal item(s), complete with approved finish, for review by Owner before fabrication of total quantities. Any fabrication of project item(s) by Contractor before Owner review and approval is strictly at his own risk and expense.
- B. Approved sample(s) shall be used as the standard of workmanship and shall remain on site until work has been completed and approved by the Owner.

Part 2 Products

2.01 MATERIALS

- A. 2" ROUND STEEL PIPE COPING- O.D. 2.375, Thickness .154: ASTM A-53, Type E or S (Fy=35 ksi), Grade B or A-501 (Fy=36 ksi).

- B. 2" ROUND STEEL TUBING- O.D. 2.375 Thickness .154: ASTM A-53, Type E or S (Fy=35 ksi), Grade B or A-501 (Fy=36 ksi).
- C. 2"x6" RECTANGULAR STEEL TUBING- Thickness .188: ASTM A-53, Type E or S (Fy=35 ksi), Grade B or A-501 (Fy=36 ksi).
- D. 6"x1/4"x1-7/8" STEEL C6 C-CHANNEL- Thickness .188: ASTM A-53, Type E or S (Fy=35 ksi), Grade B or A-501 (Fy=36 ksi).
- E. WELDING RODS: E-70 series low hydrogen unless otherwise noted on drawings.

2.02 GROUT

- A. Embeco ® 636 Plus Grout Non-Shrink Mortar Metallic-Aggregate Grout by Degussa Building Systems, Phone (800) 433-9517; Ferrolith ® G Redi-Mix Grout by Sonneborn Building Products.

2.03 OTHER MATERIALS

- A. All other materials, not specifically described but required for a complete and proper installation of miscellaneous metals, shall be new, first quality of their respective kinds and subject to the approval of the Owner.

Part 3 Execution

3.01 EXISTING CONDITIONS

- A. Inspection
 - 1. Prior to all the work of this Section, carefully inspect the installed work of all other trades, and verify that all such work is complete to the point where this installation may properly commence.
- B. Discrepancies
 - 1. In the event of discrepancy, immediately notify the Owner.

3.02 COORDINATION

- A. General: Carefully coordinate with all other trades to insure proper and adequate interface of the work of other trades with the work of this Section.
- B. Delivery: Ensure timely delivery of all metal fabrications which must be installed in other work so as not to delay that work.

3.03 INSTALLATION

- A. General
 - 1. Install metal fabrications in strict accordance with the Drawings, the approved Shop Drawings, and all pertinent codes, regulations, and standards.
 - 2. Obtain Owner's review prior to site cutting or adjusting which are not part of scheduled work.
 - 3. Install items square and level, accurately fitted and free from distortion or defects.
 - 4. Align all metal fabrications as shown on the Drawings, and where vertical or horizontal members are shown, align them straight, plumb and level within a tolerance of one in 500.
 - 5. Make provisions for erection stresses by temporary bracing. Keep work in alignment.

6. Replace items damaged in course of installation.
7. Perform field welding in accordance with AWS D1.1
8. After installation, grind, and touch-up field welds.

3.04 WORKMANSHIP

- A. Layout
 1. Set all work plumb, true, rigid, and neatly trimmed out. Miter corners and angles of exposed molding and frames unless otherwise noted.
- B. Fitting
 1. Fit exposed connections accurately together to form tight hairline joints.
- C. Labor
 1. Employ only workmen specifically skilled in such work.

3.05 FABRICATION

- A. Shop assemblies in largest practicable dimensions, making members true to length so assembling may be done without fillers.
- B. Provide all surfaces free of file marks, dents, hammer marks, wire edges or any unsightly surface defects.
- C. Steel Pipe Coping
 1. Roll pipe to conform to top radius curve of each bowl and ledge as shown on drawings. Refer to drawings for relational tolerance to concrete surface and other steel.

3.06 ATTACHMENTS AND REINFORCEMENTS

- A. Do all cutting, shearing, drilling, punching, threading, tapping, etc., required for site metalwork or for attachment of adjacent work. If applicable, drill or punch holes; do not use cutting torch.

3.07 OTHER CONNECTORS

- A. Make all permanent connections in ferrous metal surfaces using welds where at all possible; do not use bolts or screws.

3.08 WELDING

- A. Preparation
 1. Remove all rust, paint, scale, and other foreign matter. Wire brush all flame-cut edges. Clamp members as required and alternate welds, all as necessary to prevent warping or misalignment.
- B. Exposed Welds
 1. Uniformly grind smooth (no tolerance) all welds normally exposed to view and feel in the finished work.
- C. Faulty and Defective Welding
 1. Chip out and replace all welding showing cracks, slag inclusion, lack of fusion, bad undercut or other defects ascertained by visual or other means of inspection. Replace and re-weld at no cost to Owner.
- D. Field Welding

1. Procedure
 - a. Comply with AWS code of manual shielded metal-arc welding, appearance and quality of welds made, and methods used in correcting welding work.
2. Protection
 - a. Protect all adjacent surfaces from damage due to weld sparks, spatter, or tramp metal.

3.09 SURFACE TREATMENT AND PROTECTIVE COATINGS

- A. Cleaning
 1. Thoroughly clean all mill scale, rust, dirt, grease, and other foreign matter from ferrous metal prior to any galvanizing and painting.
 2. Conditions which are too severe to be removed by hand cleaning, shall be cleaned using appropriate methods for solvent cleaning, power tool cleaning and brush-off blast cleaning.
- B. Exterior Ferrous Metal
 1. Grind smooth all welds, burs, and rough surfaces. Clean and hot - phosphate treat completed assembly. Hot phosphate treatment not required on items which are not exposed to the finish work or on those items where size prohibits such treatment.
 2. Galvanize all ferrous metal items.
 3. Indicate on Shop Drawings where treatment is proposed to be omitted, if any.

3.10 CLEAN-UP

- A. Keep all areas of work clean, neat, and orderly always. Keep paved areas clean during installation.
- B. Clean up and remove all debris from the entire work area prior to Final Acceptance to standards of Owner.

END OF SECTION 05 50 00

SECTION 09 90 00 PAINTING (METAL FABRICATIONS)

Part 1 General

1.01 GENERAL CONDITIONS

- A. Requirements of the Contract Documents, including but not limited to, the General, Special, and Technical Provisions, apply to work in this Section with the same force and effect as though repeated in full herein.

1.02 SCOPE OF WORK

- A. Furnishing materials, labor, transportation, services, and equipment necessary to install all Painting for the Skate Park as indicated on scope of work contract and shown on drawings and as specified herein.
- B. This Section includes surface preparation and field painting of miscellaneous exposed exterior items and surfaces.
- C. Paint exposed surfaces, except where the paint schedules indicate that a surface or material is not to be painted or is to remain natural. If the paint schedules do not specifically mention an item or a surface, paint the item or surface the same as similar adjacent materials or surfaces whether schedules indicate colors. If the schedules do not indicate color or finish, Contractor or Skate Park Designer shall select from standard colors and finishes available.
 - 1. Painting includes field painting of exposed galvanized steel and iron work, and primed metal surfaces of mechanical and electrical equipment. Contractor to prime metal surfaces only if specified on plans.
- D. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
 - 1. Finished metal surfaces include the following if used:
 - a. Stainless steel.
 - b. Bronze and brass.
 - c. Iron
 - 2. Labels: Do not paint over Underwriters Laboratories (UL), Factory Mutual (FM), or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.
- E. Related Work
 - 1. Section 05 50 00 – Metal Fabrications

1.03 REFERENCES

- A. Comply with the applicable reference specifications as specified in the GENERAL PROVISIONS and in accordance with applicable laws, codes and regulations required by the City or County. Comply with the current provisions of the following Codes and Standards.
 - 1. ASTM - American Society for Testing and Materials
 - 2. IBC – International Building Code

3. SSPC – Society for Protective Coatings: “Steel Structures Painting Manual,” latest edition.

1.04 DEFINITIONS

- A. General: Standard coating terms defined in ASTM D 16 apply to this Section.
 1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.
 2. Eggshell refers to low-sheen finish with a gloss range between 5 and 20 when measured at a 60-degree meter.
 3. Satin refers to low-sheen finish with a gloss range between 15 and 35 when measured at a 60-degree meter.
 4. Semi-gloss refers to medium-sheen finish with a gloss range between 30 and 65 when measured at a 60-degree meter.
 5. Full gloss refers to high-sheen finish with a gloss range more than 65 when measured at a 60- degree meter.

1.05 SUBMITTALS

- A. Product Data: For each paint system specified. Include block fillers.
 1. Material List: Provide an inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
 2. Manufacturer's Information: Provide manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material proposed for use.
 3. Certification by the manufacturer that products supplied comply with local regulations controlling use of volatile organic compounds (VOCs).
- B. Samples for Initial Selection: Manufacturer’s color charts showing the full range of colors available for each type of finish-coat material indicated.
 1. After color selection, Contractor will furnish color chips for surfaces to be coated.
- C. Samples for Verification: Of each color and material to be applied, with texture to simulate actual conditions, on representative Samples of the actual substrate.
 1. Provide stepped Samples, defining each separate coat, including block fillers. Use representative colors when preparing Samples for review. Resubmit until required sheen, color, and texture are achieved.
 2. Provide a list of materials and applications for each coat of each sample. Label each sample for location and application.
 3. Submit Samples on the following substrates for Skate Park Designer review of color and texture only:
 - a. Ferrous Metal: Provide two (2) 4-inch-square (4” sq.) samples of flat metal and two (2) 8- inch (8”) long samples of solid metal for each color and finish.

1.06 QUALITY ASSURANCE

- A. Applicator Qualifications: Engage an experienced Applicator who has completed painting system applications similar in material and to that indicated for this Project with a record of successful in-service performance.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the Project Site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:
 - 1. Product name or title of material.
 - 2. Product description (generic classification or binder type).
 - 3. Manufacturer's stock number and date of manufacture.
 - 4. Contents by volume, for pigment and vehicle constituents.
 - 5. Thinning instructions.
 - 6. Application instructions.
 - 7. Color name and number.
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F (7 deg C). Maintain containers used in storage in a clean condition, free of foreign materials and residue.
- C. Protect from freezing. Keep the storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

1.08 PROJECT CONDITIONS

- A. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 and 90 deg F (10 and 32 deg C).
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 and 95 deg F (7.2 and 35 deg C).
- C. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

Part 2 Products

2.01 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in the paint schedules.

2.02 MATERIALS

- A. Material Compatibility: Provide fillers and finish-coat materials that are compatible with one another, and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified. Paint-material containers not displaying the manufacturer's product identification will not be acceptable.
 - 1. Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish

manufacturer's material data and certificates of performance for proposed substitutions.

- C. Colors: Provide color selections made by Skate Park Designer.
- D. Ferrous Metal: Provide the following finish systems over exterior ferrous metal.
 - 1. Semigloss, Acrylic-Enamel, Finish: Two (2) finish coats over a rust-inhibitive primer, if specified on plans.
 - a. First and Second Coats: Semigloss, exterior, acrylic-latex enamel applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 2.6 mils (0.066 mm).
 - 1) Sherwin Williams: Acrylic Polyurethane
 - 2) PPG: PITT-TECH Plus EP DTM Acrylic Semi-gloss
 - 3) Or Approved Equal

Part 3 Execution

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with the Applicator present, under which painting will be performed for compliance with paint application requirements.
 - 1. Do not begin to apply paint until unsatisfactory conditions have been corrected and the surfaces receiving paint are thoroughly dry.
 - 2. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within an area.

3.02 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, and similar items already installed that are not to be painted. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- B. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease before cleaning.
 - 1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each substrate condition and as specified.
 - 1. If specified, provide barrier coats over incompatible primer, or remove and re-prime.
 - 2. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smoothly and dust off.
 - a. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After

priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smoothly when dried.

3. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with the Steel Structures Painting Council's (SSPC) recommendations.
 - a. If applicable, touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with the same primer as the shop coat.
- D. Materials Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
 1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
 2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir the surface film into material. If necessary, remove surface film and strain material before using.
 3. Use only thinners approved by the paint manufacturer and only within recommended limits.

3.03 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
 1. Paint colors, surface treatments, and finishes are indicated in the schedules.
 2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 3. If specified, provide finish coats that are compatible with primers used.
 4. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, covers, and similar components are in place. Extend coatings in these areas, as required, to maintain the system's integrity and provide the desired protection.
 5. Sand lightly between each succeeding enamel or varnish coat.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
 1. The number of coats and the film thickness required are the same regardless of application method. Do not apply succeeding coats until the previous coat has been cured as recommended by the manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
 2. Omit primer on metal surfaces that have been galvanized or shop primed, and touch-up painted.
 3. If undercoats, stains, or other conditions show through the final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

4. Allow enough time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.
- C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
 1. Brushes: Use brushes best suited for the type of material applied. Use brush of appropriate size for the surface or item being painted.
 2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep wool as recommended by the manufacturer for the material and texture required.
 3. Spray Equipment: Use airless spray equipment with orifice size as recommended by the manufacturer for the material and texture required.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
- E. Fillers: Apply fillers at a rate to ensure complete coverage of pores filled.
- F. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- G. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.04 CLEANING

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
- B. After completing painting, clean paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

3.05 PROTECTION

- A. Protect the work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by City or County and/or Contractor.
- B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
 1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

END OF SECTION 09 90 00

SECTION 31 00 00 EARTHWORK

PART 1 GENERAL

1.01 GENERAL CONDITIONS

- A. Requirements of the Contract Documents, including but not limited to, the General, Special, and Technical Provisions, apply to work in this Section with the same force and effect as though repeated in full herein.
- B. Soils Report: The recommendations within the project's soils report shall be incorporated into this specification. In the event of a conflict between the Geotechnical Report and these specifications and the project plans, immediately consult the project's Civil Engineer or Project Manager. To prepare an accurate bid, it is suggested that bidders and their geotechnical consultant perform an independent evaluation of the subsurface conditions in the project areas. The independent evaluations may include, but not be limited to, review of other Geotechnical Reports prepared for the adjacent areas, site reconnaissance, and additional exploration and laboratory testing.

1.02 SCOPE OF WORK

- A. Furnish materials, labor, transportation, services, and equipment necessary to perform all earthwork operations related to the Skate Park as indicated on the Drawings complete as shown and as specified herein.
- B. The work of this Section includes all earthwork required for construction of the work. Such earthwork shall include, but not be limited to, the loosening, removing, loading, transporting, depositing, and compacting in its final location of all materials wet and dry, as required for the purposes of completing the work specified in the Contract Documents, which shall include, but not be limited to, the furnishing, placing, and removing of sheeting and bracing if necessary to safely support the sides of all excavation; all pumping, ditching, draining, dewatering, and other required measures for the removal or exclusion of water from the excavation; the supporting of structures above and below the ground; all backfilling around structures and all backfilling of trenches and pits; the disposal of excess excavated materials; alluvial removals, selective grading of expansive soils, soil importing, borrow of materials to make up deficiencies for fills, and all other incidental earthwork, all in accordance with the requirements of the Contract Documents.
- C. Related Work
 - 1. Section 31 23 13 – Sub-Grade Preparation

1.03 REFERENCES

- A. with the applicable reference specifications as specified in the General Provisions. Comply with the applicable reference specifications as specified in the GENERAL PROVISIONS and in accordance with applicable laws, codes and regulations required by the Owner's Representative. Work shall comply with the rules and regulations of local, state, and federal agencies having jurisdiction. Nothing contained herein shall be construed as permitting work that is contrary to such rules, regulations, and codes.
- B. Comply with the current provisions of the following Codes and Standards

1. ASTM - American Society for Testing and Materials.
2. Standard Specifications (as specified in the General Provisions)
3. Latest Uniform Standards issued by the Owner.

1.04 SUBMITTALS

- A. Submittals, including samples of materials, shall be in accordance with the GENERAL PROVISIONS.
- B. Samples: Submit a one-half cubic foot sample of proposed import soils (if required) per the project's soil report for Owner's Representative's review and approval, identify location and source of import soil.

1.05 QUALITY ASSURANCE

- A. General: All soils testing and inspection during earthwork operations, other than agricultural suitability and chemical analysis of proposed soils, will be done by a testing laboratory of the ENGINEER's choice at the contractor's expense except as specified in Paragraph 1.5.C below. Contractor shall be responsible for scheduling the tests and inspections and all tests performed on project soil will be given to the Owner's Representative for review.
- B. Where soil material is required to be compacted to a percentage of maximum dry density, the maximum dry density at optimum moisture content will be determined in accordance with the latest version of ASTM D 1557. In-place field density tests will be performed in accordance with ASTM D 1556, (sand cone) and/or ASTM D 2922 and ASTM D 3017 (nuclear gauge). The number and location of field density tests will be determined by the ENGINEER.
- C. In case the tests of the fill or backfill show non-compliance with the required density, the CONTRACTOR shall accomplish such remedy as may be required to ensure compliance. Subsequent testing to show compliance shall be by a testing laboratory selected by the ENGINEER and shall be at the CONTRACTOR's expense. All imported fill material not specified in the contract shall be tested at the CONTRACTOR's expense and approved by the ENGINEER.

1.06 PROJECT CONDITIONS

- A. Existing Conditions: The existing topographic conditions are shown on the drawings for reference only. Upon beginning the earthwork, Contractor represents that he has inspected the site and satisfied himself as to actual grades and levels and the true conditions under which the work is to be performed. Promptly notify the Owner's Representative of unexpected subsurface conditions. The Contractor is required to submit a "Site Acceptance" letter before earthwork operations begin.
- B. Soil Classification: Excavated materials are not classified as to type.

1.07 PROTECTION

- A. Protection
 1. Protect excavations by shoring, bracing, sheeting, underpinning, or other methods, as required to prevent cave-ins or loose dirt from entering excavations. Barricade open excavations and post warning lights at work adjacent to public streets and walks.

2. Cover holes and trenches when work is not in progress. Fence or barricade changes of plane more than 45 degrees horizontally and more than 3 feet vertically.
3. Maintain benchmarks, monuments, and other reference points. If disturbed or destroyed, replace as directed.
4. Protect existing berms and slopes from disruption. If slopes are disturbed, return to existing conditions at no additional cost to the Owner.
5. Underpin adjacent structure(s), including utility service lines, which may be damaged by excavation operations.
6. Protect existing natural areas and landscape improvements from damage.
7. Promptly repair damage to adjacent facilities caused by earthwork operations. Cost of repair at Contractor's expense.

PART 2 MATERIALS

2.01 SUITABLE FILL AND BACKFILL MATERIAL REQUIREMENT

- A. General: Fill, backfill, and embankment materials shall be suitable selected or processed clean, fine earth, rock, or sand, and free from grass, roots, brush, or other vegetation; contamination; or deleterious material. The size, gradation, and properties of the materials shall be in accordance with the requirements of the Soil Report and these specifications.
- B. Suitable materials may be obtained from onsite excavations, may be processed onsite materials, or may be imported provided these materials meet all the requirements in the Contract Documents. If imported materials are required to meet the requirements of this Section or to meet the quantity requirements of the project, the CONTRACTOR shall provide the imported fill materials and the required conformance reports of test results at no additional expense to the AGENCY, unless a unit price item is included for imported materials (including the appropriate required testing reports) in the bidding schedule.

2.02 FILL FOR MISCELLANEOUS LANDSCAPE WORK

- A. General Landscape Construction
 1. Mound Construction: Fill material like existing on-site soil with all rocks, etc., over 4" in diameter removed prior to placement. No rocks larger than 2" diameter are allowed on top 6" of mound.
 2. Miscellaneous Landscape Filling: Fill material like existing on-site soil with all rocks, etc. over 2" in diameter removed prior to placement.
 3. Remove and dispose of rocks, etc. removed during soil processing offsite.
 4. Imported fill material shall be inspected, tested, and approved by the Owner's Representative prior to use in work. Copy of tests will be given to the Owner.

2.03 PLANTING SOIL FOR PLANT BACKFILL

- A. Native soil shall be tilled and free of noxious weeds and chemicals. Soil must be approved as growing medium from Soils Lab Report with any supplementary additives

as directed by Soils Lab Report. Copy of Soils Lab Report will be given to the Owner's Representative.

2.04 USE OF FILL AND BACKFILL MATERIAL TYPES

- A. The CONTRACTOR shall use the types of materials as designated on the Drawings and herein for all required fill, backfill, and embankment construction hereunder.
- B. Where these Specifications conflict with the requirements of any local agency having jurisdiction, or with the requirements of a material manufacturer, the ENGINEER shall be immediately notified. In case of conflict therewith, the CONTRACTOR shall use the more stringent requirement, as determined by the ENGINEER.

PART 3 EXECUTION

3.01 PREPARATION

- A. Establish extent of grading and excavation by area and elevation. Designate and identify datum elevation and project engineering reference points. Set required lines, levels, and elevations.
- B. Do not cover or enclose work of this Section before obtaining required inspections, tests, approvals, and location recording.

3.02 EXISTING UTILITIES

- A. Before starting grading and excavation, establish the location and extent of underground utilities in the work area. Exercise care to protect existing utilities during earthwork operations. Perform excavation work near utilities by hand and provide necessary shoring, sheeting, and support as the work progresses.
- B. Maintain, protect, relocate, or extend, as required, existing utility lines to remain which pass through the work area. Pay costs for this work, except as covered by the applicable utility companies.
- C. Protect active utility services uncovered by excavation. Notify respective utility companies of damage caused to active utilities immediately.
- D. Remove abandoned utility service lines from areas of excavation. Cap, plug, or seal abandoned lines and identify termination points at grade level with markers.
- E. Accurately locate and record abandoned, and active utility lines rerouted or extended on project record documents.

3.03 SITE GRADING – GENERAL

- A. Perform grading within contract limits, including adjacent transition areas, to new
- B. Elevations, levels, profiles, and contours indicated. Provide uniform levels and slopes between new elevations and existing grades.
- C. Obtain approval of scarified subgrade surfaces by Owner's Representative prior to filling operations. Scarify, dry, and compact soft and wet areas; remove and replace unsuitable subgrade materials with an approved fill material. Take corrective measures before placing fill materials.

- D. Thoroughly scarify existing soil surface to a depth of 10" and verify scarification with Owner's Representative prior to placing fill material in mounded areas.
- E. Spread approved fill material uniformly in layers not greater than 12" of loose thickness over entire fill zones of planting areas.
 - 1. Lift thickness requirements may be modified by Owner's Representative to suit equipment and materials or other conditions when required to assure satisfactory compaction.
 - 2. Place and compact each layer of fill before placing additional fill material. Repeat filling until proposed grade, profile or contour is attained.
 - 3. Suspend fill operations when satisfactory results cannot be obtained because of environmental or other unsatisfactory site conditions. Do not use over-saturated fill materials. Do not place fill material on over-saturated subgrade surface.
 - 4. Grade surfaces to assure positive drainage and to prevent ponding and pockets of surface drainage. Install drainage swales as indicated on the Drawings.
 - 5. Protect finish graded areas from traffic and erosion. Keep free of trash and debris. Repair and reestablish grades in settled, eroded, and damaged areas.
- F. If, in the opinion of the Owner's Representative, the completed site grading does not reflect the Contract Documents, an independent surveyor may be hired to verify the grades. If the grades are correct, the Owner will pay for the survey. If the grades are incorrect, the cost of the survey will be deducted from the Contract price.

3.04 BACKFILLING / FILLING FOR PAVING & WALLS

- A. Before filling, remove debris, large rocks, formwork, and loose material.
- B. Proof-roll areas to receive fill with rubber-tired roller of sufficient weight. Weak areas or areas where excessive pumping is noted shall be removed, and if required by Owner's Representative, replaced with select fill.
- C. Prior to placing fill, scarify surface to a depth of 6 inches. Moisture content of loosened material shall be such that first layer of fill will readily bond to surface.
- D. The top 6 inches shall be free from rocks larger than 3 inches diameter.
- E. Place in maximum 8-inch lifts and compact per ASTM D 1557 at optimum moisture content (-1% to +3%). This lift and compaction requirement does not apply to planting areas.
- F. Moisten fill to allow drying to correct moisture content before compaction. Do not place fill on subgrade that is over-saturated.
- G. Allowing for total thickness of finish paving and base material, fill under paving to bring subgrade to proper elevation.
- H. Soft areas that develop under construction operations shall be scarified, aerated, or moistened. Compact to full depth required to obtain specified density for each layer.

3.05 EXCAVATING

- A. It is the Contractor's responsibility to investigate the likelihood of caliches or hard rock excavation. The Owner will not provide any additional compensation to the Contractor for hard rock or caliches excavation.

3.06 FINISH GRADING

- A. Grade uniformly with rounded surfaces at tops and bottoms of abrupt changes in plane. Hand grade steep slopes, areas that are inaccessible for machine work and areas around existing plants.
- B. Slope graded surfaces to drain water away from structures, walls, etc.; minimum slope is 1/4 inch per foot.
- C. Grade areas to elevation and slopes indicated without depressions causing pocketing of surface water or humps, producing localized runoff and erosion. Ponding water on site is not allowed. Finish surfaces to be not more than 0.10 foot above or below established grade elevation unless approved in writing by Owner's Representative.
- D. See Section on Soil Preparation and Soil Mixes for additional fine grading requirements.

3.07 DRAINAGE

- A. Always provide drainage of the working area.

3.08 DISPOSAL OF WASTE MATERIALS

- A. Refer to Construction and Demolition Waste Management Specifications for actions required regarding the disposal and diversion of all excess / waste materials, including excess excavated material and rock from the site

3.09 CLEANING

- A. Upon completion of earthwork operation, clean areas within contract limits, remove tools and equipment.
- B. Provide site clear, clean, free of debris and suitable for site work operations.
- C. Remove and dispose of properly off site all rocks and other debris from grading operations at approved recycling centers, refer to Construction and Demolition Waste Management Specifications for actions required with regards to the disposal and diversion of all excess/ waste materials.

END OF SECTION 31 00 00

SECTION 31 10 00 SELECTIVE CLEARING

PART 1 GENERAL

1.01 DESCRIPTION

- A. Work Included: Perform selective clearing of trees and complete as shown, and as specified.
- B. Related Work:
 - 1. Section 31 00 00 - Earthwork

1.02 JOB CONDITIONS

- A. Protection of Existing Plants to Remain, refer to Common Work Results for Existing Conditions
- B. Work Schedule: Proceed and coordinate with the work as the site becomes available, consistent with seasonal limitations for clearing and transplanting.

1.03 SELECTION AND TAGGING OF TREES

- A. Owner's Representative will select and tag at the site, those trees to be saved and removed.

PART 2 PRODUCTS (CONTRACTOR'S OPTION)

PART 3 EXECUTION

3.01 TREES TO BE CLEARED (IF APPLICABLE)

- A. General: Refer to drawings for locations.
- B. Special Conditions: Clear trees in areas only at the direction of the owner's representative.
- C. Stump Removal: Grind or remove tree stumps to a minimum depth of two (2) ft. below proposed finish grade.
- D. Disposal: Dispose of cleared trees off the site unless otherwise directed by Owner's Representative.

3.02 CLEAN-UP

- A. Keep all areas of work clean, neat, and orderly always.
- B. Clean up and remove all debris from the entire work area prior to Final Acceptance.
- C. Work Schedule: Proceed and coordinate with the work as the site becomes available, consistent with seasonal limitations for clearing and transplanting.

END OF SECTION 31 10 00

SECTION 31 23 13 SUBGRADE PREPARATION

PART 1 GENERAL

1.01 GENERAL CONDITIONS

- A. Requirements of the Contract Documents, including but not limited to, the General, Special, and Technical Provisions, apply to work in this Section with the same force and effect as though repeated in full herein.

1.02 SCOPE OF WORK

- A. Furnish materials, labor, transportation, services, and equipment necessary to perform all sub-grade preparation work for the Skate Park as indicated on the Drawings complete as shown and as specified herein.
- B. Related Work:
 - 1. Section 31 00 00 – Earthwork
 - 2. Section 03 10 00 – Concrete Formwork
 - 3. Section 03 20 00 – Concrete Reinforcing
 - 4. Section 03 30 00 – Cast-In-Place Concrete
 - 5. Section 03 36 00 – Shotcrete

1.03 SUBMITTALS

- A. Contractor to provide data indicating the total of post-industrial and post-consumer recycled aggregate base content throughout the Skate Park, equaling the recommendations of the Geotechnical Engineer's Report

1.04 REFERENCES

- A. Comply with the Geotechnical Engineer's Report and applicable reference specifications specified in the GENERAL PROVISIONS and in accordance with applicable laws, codes and regulations required by the Owner's Representative.
- B. Comply with the current provisions of the following Codes and Standards:
 - 1. ASTM - American Society for Testing and Materials.
 - 2. Latest Uniform Standard Specifications issued by the Owner.

PART 2 MATERIALS

2.01 SUITABLE MATERIALS

- A. General: Fill, backfill, and embankment materials shall be suitable selected or processed clean, fine earth, rock, or sand, and free from grass, roots, brush, or other vegetation; contamination; or deleterious material. The size, gradation, and properties of the materials shall be in accordance with the recommendations of the Geotechnical Engineer's Report.
- B. Aggregate base materials under pavements shall be crushed aggregate base material with recycled content per recommendations of the Geotechnical Engineer's Report.

PART 3 EXECUTION

3.01 SUBGRADE PREPARATION

- A. Excavate and shape subgrade to line, grade, and cross-section shown on the Drawings.
- B. Subgrade is that area on which pavement, surfacing, base, sub-base, or a layer of other material which may be specified, is to be placed.
- C. Plow or scarify subgrade to a depth of below the final subgrade elevation per recommendations of the Geotechnical Engineer's Report and by harrowing, dry rolling and breaking clods, the earth shall be brought to finely divided condition. Remove boulders, hardened material, or rock encountered. The earth shall be uniform for the full depth and width of the subgrade.
- D. Water loose earth to a uniform depth per recommendations of the Geotechnical Engineer's Report.
- E. Harrow the earth to mix the wet earth with the dry beneath, until the whole mass of loose material is at the proper state of moisture for compaction.
- F. The finished subgrade, immediately prior to placing subsequent material thereon, shall be in accordance with the Standard Specifications and per recommendations of the Geotechnical Engineer's Report.
- G. The finished surface of the subgrade, at any point, shall not vary more than the recommendations of the Geotechnical Engineer's Report.
- H. The Owner will not provide any additional compensation to the Contractor for hard rock or caliches excavation. Refer to the recommendations of the Geotechnical Engineer's Report for test boring information and analysis.

3.02 BASE

- A. Base shall be readily compacted and spread with equipment that will provide a uniform layer conforming to the planned section.

3.03 CLEANUP

- A. Upon completion of the subgrade preparation and base, remove surplus construction materials, earth, and debris so that the job site is left in a neat and orderly condition.

END OF SECTION 31 23 13

APPENDIX

GEOTECHNICAL INVESTIGATION



PREPARED FOR:

**COLFAX GREEN MACHINE
P.O. BOX 1541
COLFAX, CALIFORNIA 95713**



PREPARED BY:

**GEOCON CONSULTANTS, INC.
3160 GOLD VALLEY DRIVE, SUITE 800
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GEOCON PROJECT NO. S2845-05-01

APRIL 2025



Project No. S2845-05-01
April 9, 2025

Colfax Green Machine
PO Box 4541
Colfax, CA 95713

Attn: Ty Conners

Subject: GEOTECHNICAL INVESTIGATION
COLFAX SKATE PARK
101 EAST PARKHILL DRIVE
COLFAX, CALIFORNIA

Mr. Conners:

In accordance with your authorization of our proposal, we performed a geotechnical investigation for the proposed skate park located at the former public pool location at 101 East Parkhill Drive in Colfax, California.

The accompanying report presents our findings, conclusions, and recommendations for the project as presently proposed. In our opinion, no adverse geotechnical conditions were encountered that would preclude development at the site provided recommendations of this report are incorporated into the design and construction of the project.

Please contact us if you have any questions regarding this report or if we may be of further service.

Respectfully Submitted,

GEOCON CONSULTANTS, INC.

Tyler M. Henderson, GIT
Senior Staff Geologist

Jeremy J. Zorne, PE, GE
Senior Engineer



TABLE OF CONTENTS

GEOTECHNICAL INVESTIGATION	PAGE
1.0 PURPOSE AND SCOPE	1
2.0 SITE AND PROJECT DESCRIPTION	2
3.0 SOIL AND GEOLOGIC CONDITIONS	2
3.1 Site and Regional Geology	2
3.2 Undocumented Fill	3
3.3 Mesozoic Intrusive Rock	3
3.4 Infiltration Testing	3
4.0 GROUNDWATER	4
5.0 GEOLOGIC HAZARDS	4
5.1 Regional Active Faults	4
5.2 Ground Shaking	5
5.3 Liquefaction	5
5.4 Expansive Soil	5
5.5 Soil Corrosion Screening	6
6.0 CONCLUSIONS AND RECOMMENDATIONS	9
6.1 General	9
6.2 Seismic Site Class / Seismic Design Criteria	9
6.3 Soil Excavation Characteristics and Stability	11
6.4 Materials for Fill	12
6.5 Grading	13
6.6 Retaining Walls	14
6.7 Concrete Flatwork and Skate Park Features	16
6.8 Stormwater Infiltration Devices	16
6.9 Site Drainage and Moisture Protection	17
7.0 FURTHER GEOTECHNICAL SERVICES	18
7.1 Plan and Specification Review	18
7.2 Testing and Observation Services	18
8.0 LIMITATIONS AND UNIFORMITY OF CONDITIONS	19
9.0 REFERENCES	20
FIGURES	
Figure 1, Vicinity Map	
Figure 2, Site Plan	
Figure 3, Proposed Development Plan	

TABLE OF CONTENTS *(continued)*

APPENDIX A

FIELD EXPLORATION

Figure A1, Key to Logs

Figures A2 through A5, Logs of Exploratory Test Pits, TP1 through TP4

Figures A6 and A7, Aardvark Permeameter Data Analysis, IT1 and IT2

APPENDIX B

LABORATORY TESTING PROGRAM

Table B1, Expansion Index Test Results

Figure B1, Summary of Laboratory Results

Figure B2, Atterberg Limits Summary

Figure B3, Grain Size Analysis Summary

Figure B4, Moisture-Density Relationship

GEOTECHNICAL INVESTIGATION

1.0 PURPOSE AND SCOPE

This report presents the results of our geotechnical investigation for the proposed skate park located at 101 East Parkhill Drive in Colfax, California. The approximate site location is depicted on the Vicinity Map, Figure 1.

The purpose of our geotechnical investigation was to observe and sample the subsurface conditions encountered at the site and provide conclusions and recommendations relative to the geotechnical aspects of site improvements as presently proposed.

To prepare this report, we performed the following scope of services:

- Performed a limited geologic literature review to aid in evaluating the geologic and seismic conditions present at the site. A list of referenced material is included in Section 9.0 of this report.
- Reviewed available conceptual plans to select exploratory boring locations.
- Performed a site reconnaissance to determine access and mark out the proposed exploration locations.
- Notified subscribing utility companies via Underground Service Alert (USA) a minimum of two working days (as required by law) prior to performing exploratory borings at the site.
- Performed four (4) exploratory test pits (TP1 through TP4) using a rubber-tire backhoe equipped with rock teeth to depths ranging from approximately 7 to 13 feet.
- Obtained representative disturbed samples from the test pits.
- Logged the test pits in accordance with the Unified Soil Classification System (USCS).
- Performed two (2) infiltration tests in shallow boreholes using an Aardvark permeameter.
- Upon completion, backfilled the exploratory test pits with excavation spoils.
- Performed laboratory tests to evaluate pertinent geotechnical parameters.
- Prepared this report to summarize our findings, conclusions, and recommendations regarding the geotechnical aspects of developing the site as presently proposed.

Approximate locations of our borings are shown on the Site Plan, Figure 2 and Proposed Development Plan, Figure 3. Details of our field exploration program including boring logs and infiltration test data sheets are presented in Appendix A. Details of our laboratory testing program and test results are presented in Appendix B.

2.0 SITE AND PROJECT DESCRIPTION

The site consists of approximately 0.25 acres of land identified as Placer County Assessor Parcel Numbers 006-030-059-000 and 006-030-017-000. The site is bounded to the north, east and south by residential housing and to the west by an existing baseball field. The site formerly contained an in-ground public swimming pool that was demolished, removed, and backfilled between 2012 and 2013.

At the time of our field explorations, the site was largely undeveloped and the surface of the site was covered with annual grasses. At the time of our investigation, perimeter fencing was present along the western, eastern and northern edges of the site while a concrete slab and existing building were present along the southern edge of the site.

Based on the project site plan prepared by Valley Design for the City of Colfax dated January 30, 2023, the proposed improvements will include a skate park with various concrete ramps, banks and curbs, and concrete flatwork subject to pedestrian traffic. Additional proposed construction includes a retaining wall with a guard rail, wrought iron fencing, underground utility infrastructure, a bench, and an ADA accessible ramp. The project does not currently include any new buildings. The guard railing and wrought iron fencing will be supported on shallow foundations. We anticipate that site grading/earthwork will include cuts and fills on the order of 5 feet or less. Some underground utilities may require deeper excavations.

3.0 SOIL AND GEOLOGIC CONDITIONS

We identified soil and geologic conditions by observing exploratory excavations and reviewing referenced geologic literature (Section 9.0). Descriptions provided below include the USCS symbol where applicable.

3.1 Site and Regional Geology

The site is located within the Sierra Nevada Geomorphic Province of California. The Sierra Nevada Geomorphic Province is a tilted fault block bounded by the Cascade Range to the east and the Great Valley to the west. The Sierra Nevada derives from glacial sculpting and weathering of Mesozoic granitic, sedimentary, volcanic, and ultramafic rocks.

Based on the *Bouguer Gravity Map of California, Chico Sheet*, California Geological Survey (CGS), 1980, the site is underlain by Mesozoic ultrabasic and basic intrusive rocks (map symbols ub and bi).

3.2 Undocumented Fill

We encountered approximately two feet to seven feet of existing undocumented fill in test pits TP1, TP3, and TP4, which is likely related to the demolition and removal of the former public swimming pool. We assume that the fill was generally derived from local material, but no records of placement and/or compaction were available to us at the time this report was prepared. In order to provide reliable support of the proposed improvements, undocumented fill will require partial removal and re-compaction.. Specific recommendations are provided in this report.

3.3 Mesozoic Intrusive Rock

Below the fill, where present, and at the ground surface elsewhere, we encountered Mesozoic intrusive rock in our exploratory test pits to the maximum depth explored of approximately 13 feet. The intrusive rock excavated as layers of sandy lean clay (CL), clayey sand (SC), and clayey gravel (GC).

Soil conditions described in the previous paragraph are generalized. The exploratory boring logs included in Appendix A detail soil type, color, moisture, consistency, and USCS classification of the soils encountered at specific locations and elevations.

3.4 Infiltration Testing

We performed field infiltration tests using a SoilMoisture Corp. Aardvark Permeameter to evaluate soil infiltration characteristics within and around the proposed footprint of the skate park. The infiltration tests were intended to provide preliminary infiltration data so that stormwater management methods for the project could be determined. The tests were generally performed as follows:

1. Two infiltration borings (IT1 and IT2) were excavated to depths of approximately 4 feet and 3 feet, respectively, by hand augering.
2. The permeameter was set within the borings and arranged to allow a constant flow of water from a water jug set on a digital scale.
3. The original water weight was recorded and the system opened to maintain a constant head within the boring.
4. The change in water weight was measured at regular intervals until a stabilized infiltration rate was obtained.
5. Upon test completion, the borings were backfilled with excavated spoils.

The approximate infiltration test locations are shown on the Site Development Plan, Figure 2, and Existing Site Conditions, Figure 3. Stabilized infiltration rates and the USCS classification of the soil types

encountered at the infiltration test locations are summarized in Table 3.4. Infiltration test data sheets are included in Appendix A.

TABLE 3.4
SUMMARY OF INFILTRATION TEST RESULTS

Test ID	Approximate Test Depth (feet)	USCS Soil Classification at Test Depth	Stabilized Infiltration Rate (in/hr)	Factored Infiltration Rate ¹ (in/hr)
IT1	4	Clayey SAND (SC)	0.16	0.08
IT2	3	Sandy Lean CLAY (CL)	0.05	0.025
Note: ¹ A Factor of Safety of 2 was applied to account for soil variability.				

Soil infiltration rates are strongly influenced by soil type (percentage of fines), density, moisture content, and other factors. A small change in clay/silt content and/or compaction can greatly reduce or increase infiltration rates. Therefore, the factored infiltration rate includes a factor of safety of 2 to account for variability in the measured infiltration rates. Based on the factored infiltration rates, the soil at the test locations has a very slow infiltration rate. This should be considered in the stormwater basin design. Similar conditions are expected across the site due to the presence of predominantly sand and clay soils within the top 10 feet.

4.0 GROUNDWATER

We did not encounter groundwater in our exploratory test pits performed on July 26, 2024, to a maximum depth explored of approximately 13 feet.

Given the geology at the site, including fill and shallow rock, seepage may develop at shallow depths typically at or near the contact between surficial soils and bedrock, especially during and after precipitation events. It should be noted that fluctuations in the level of groundwater may occur due to variations in rainfall, temperature, and other factors. Depth to groundwater can also vary significantly due to localized pumping, irrigation practices, and seasonal fluctuations. Therefore, it is possible that groundwater may be higher or lower than the levels observed during our investigation.

5.0 GEOLOGIC HAZARDS

5.1 Regional Active Faults

The site is not located within an Alquist-Priolo Earthquake Fault Zone as established by the State Geologist around known active faults. Local field reconnaissance did not reveal overt indications of an

active fault trace at the site. Review of available literature indicates there are no active fault traces within 1,000 feet of the project location. The USGS Quaternary Fault and Fold Database maps the nearest active (“Historical” and “Latest Quaternary”) fault as the Foothills Fault System located 7 miles west of the site. Therefore, we consider the potential for ground rupture due to onsite active faulting to be low.

5.2 Ground Shaking

The Sacramento region has a history of relatively low seismicity in comparison with more active seismic regions such as the San Francisco Bay Area or Southern California. The two most commonly referred to earthquakes that resulted in some reported building damage in Sacramento are the Winters and Vacaville events in 1892. There are no reported occurrences of seismic-related ground failure in the Sacramento/Stockton region due to earthquakes.

We used the United States Geological Survey (USGS) Unified Hazard Tool (<https://earthquake.usgs.gov/hazards/interactive/>) to determine the deaggregated seismic source parameters including controlling magnitude and fault distance. The USGS estimated modal magnitude is 5.5 and the estimated Peak Ground Acceleration (PGA) for the Maximum Considered Earthquake (MCE) with a 2,475-year return period is 0.328g.

5.3 Liquefaction

Liquefaction is a phenomenon in which saturated cohesionless soils are subject to a temporary loss of shear strength due to pore pressure buildup under the cyclic shear stresses associated with earthquakes. Primary factors that trigger liquefaction are: strong ground shaking (seismic source), relatively clean, loose granular soils (primarily poorly graded sands and silty sands), and saturated soil conditions (shallow groundwater). Due to the increasing overburden pressure with depth, liquefaction is generally limited to the upper 50 feet of a soil profile. Based on the subsurface and seismic conditions at the site, the potential for liquefaction is low. Mitigation or special design measures with respect to liquefaction are not necessary.

5.4 Expansive Soil

Laboratory Plasticity Index (PI) tests on near surface soil samples indicate low plasticity and low expansion potential (Appendix B). Mitigation and special design and construction measures with respect to expansive soil are not necessary for the project.

5.5 Soil Corrosion Screening

We performed pH, resistivity, chloride, and sulfate tests on a near-surface bulk sample to generally evaluate the corrosion potential of the soil with respect to proposed subsurface structures. These tests were performed in accordance with California Test Method (CTM) Nos. 643, 422, and 417. The results are presented in the following table and should be considered for design of underground structures.

TABLE 5.5A
SOIL CORROSION PARAMETER TEST RESULTS
(CALIFORNIA TEST METHODS 643, 417, AND 422)

Sample No.	Sample Depth (ft.)	pH	Minimum Resistivity (ohm-cm)	Chloride (ppm)	Sulfate (ppm)
TP3 & TP4-Bulk Combo	0-5	5.7	2,950	5.4	12.6

Soil with a low pH (higher acidity) is considered corrosive as it can react with lime in cement to leach out soluble reaction products and result in a more porous and weaker concrete. Per Caltrans *Corrosion Guidelines* (Caltrans 2021), soil with a pH of 5.5 or lower may be corrosive to concrete or steel in contact with the ground.

Soil resistivity is the measure of the soil's ability to transmit electric current. Corrosion of buried ferrous metal is proportional to the resistivity of the soil. A lower resistivity indicates a higher propensity for transmitting electric currents that can cause corrosion of buried ferrous metal items. In general, the higher the resistivity, the lower the rate of corrosion. Per Caltrans *Corrosion Guidelines* (Caltrans 2021), resistivity serves as an indicator parameter for the possible presence of soluble salts and it is not included as a parameter to define a corrosive area for structures. A minimum resistivity value for soil less than 1,500 ohm-cm may indicate the presence of high quantities of soluble salts and a higher propensity for corrosion.

Based on the laboratory minimum resistivity test results and Caltrans criteria, soil at the locations tested does not have a higher propensity for corrosion.

The following table presents a summary of concrete requirements set forth by the California Building Code (CBC) Section 1904 and American Concrete Institute (ACI) 318 for possible chloride exposure. Chlorides can break down the protective oxide layer on steel surfaces resulting in corrosion. Sources of chloride include, but are not limited to, deicing chemicals, salt, brackish water, seawater, or spray from these sources.

TABLE 5.5B
REQUIREMENTS FOR CONCRETE EXPOSED TO
CHLORIDE-CONTAINING SOLUTIONS
(AFTER ACI 318 TABLES 19.3.1.1 and 19.3.2.1)

Chloride Severity	Exposure Class	Condition	Maximum Water to Cement Ratio by Weight	Minimum Compressive Strength (psi)
Not Applicable	C0	Concrete dry or protected from moisture	N/A	2,500
Moderate	C1	Concrete exposed to moisture but not to external sources of chlorides	N/A	2,500
Severe	C2	Concrete exposed to moisture and an external source of chlorides	0.40	5,000

The appropriate Chloride Severity/Exposure Class should be determined by the project designer based on the specific conditions at the location of the proposed structure. Further guidance is provided in ACI 318. Per Caltrans *Corrosion Guidelines*, soil with a chloride concentration of 500 ppm or higher may be corrosive to steel structures or steel reinforcement in concrete. Based on Caltrans criteria, soil at the locations tested is not corrosive with respect to chloride content.

The following table presents a summary of concrete requirements set forth by CBC Section 1904 and ACI 318 for sulfate exposure. Similar to chlorides, sulfates can break down the protective oxide layer on steel leading to corrosion. Sulfates can also react with lime in cement to soften and crack concrete.

TABLE 5.5C
REQUIREMENTS FOR CONCRETE EXPOSED TO SULFATE-CONTAINING SOLUTIONS
(AFTER ACI 318 TABLES 19.3.1.1 and 19.3.2.1)

Sulfate Severity	Exposure Class	Water-Soluble Sulfate (SO ₄) Content		Cement Type (ASTM C 150)	Maximum Water to Cement Ratio by Weight ¹	Minimum Compressive Strength (psi)
		Percent By Mass	Parts Per Million (ppm)			
Not Applicable	S0	SO ₄ < 0.10	SO ₄ < 1,000	No Type Restriction	N/A	2,500
Moderate	S1	0.10 ≤ SO ₄ < 0.20	1,000 ≤ SO ₄ < 2,000	II	0.50	4,000
Severe	S2	0.20 ≤ SO ₄ ≤ 2.00	2,000 ≤ SO ₄ ≤ 20,000	V	0.45	4,500
Very Severe	S3	SO ₄ > 2.00	SO ₄ > 20,000	V+Pozzolan or Slag	0.45	4,500
Note: 1. Maximum water to cement ratio limits are different for lightweight concrete, see ACI 318 for details.						

Based on the laboratory test results, the Sulfate Severity is classified as “Not Applicable”, and the Exposure Class is S0. The concrete mix design(s) should be developed accordingly. The presence of water-soluble sulfates is not a visually discernible characteristic; therefore, other soil samples from the site could yield different concentrations. Additionally, over time landscaping activities (i.e., addition of fertilizers and other soil nutrients) may affect the concentration.

Geocon does not practice in the field of corrosion engineering and the above information is provided as screening criteria only. If corrosion sensitive improvements are planned, we recommend that further evaluations by a corrosion engineer be performed to incorporate the necessary precautions to avoid premature corrosion on buried metal pipes and metal or concrete structures in direct contact with the soils.

6.0 CONCLUSIONS AND RECOMMENDATIONS

6.1 General

6.1.1 No soil or geologic conditions were encountered during our investigation that would preclude development of the site as planned, provided the recommendations contained in this report are incorporated into the design and construction of the project.

6.1.2 The primary geotechnical constraint identified in our investigation is:

- **Undocumented Fill:** Undocumented fill soil is present at the site primarily within the former swimming pool excavation. We recommend remedial grading in the form of partial removal and re-compaction of existing undocumented fill within proposed improvement areas. Specific recommendations are provided herein.

6.1.3 Conclusions and recommendations provided in this report are based on our review of referenced literature, analysis of data obtained from our exploratory field exploration program, laboratory testing program, and our understanding of the proposed project at this time. Geocon should be retained to review the project plans as they develop further, provide engineering consultation as-needed, and perform geotechnical observation and testing services during construction.

6.2 Seismic Site Class / Seismic Design Criteria

6.2.1 Seismic design of structures (if required) should be performed in accordance with the provisions of the 2022 California Building Code (CBC) which is based on the American Society of Civil Engineers (ASCE)/Structural Engineering Institute (SEI) publication: ASCE/SEI 7-16, Minimum Design Loads and Associated Criteria for Buildings and Other Structures (ASCE/SEI, 2017). We used the Structural Engineers Association of California (SEAOC) and Office of Statewide Health Planning and Development (OSHPD) web application Seismic Design Maps (<https://seismicmaps.org/>) to evaluate site-specific seismic design parameters in accordance with ASCE 7-16.

For seismic design purposes, sites are classified as Site Class “A” through “F” as follows:

- Site Class A – Hard Rock;
- Site Class B – Rock;
- Site Class C – Very Dense Soil and Soft Rock;
- Site Class D – Stiff Soil;

- Site Class E – Soft Clay Soil; and
- Site Class F – Soils Requiring Site Response Analysis.

Based on the subsurface conditions at the site and measured penetration resistance in our borings, the Site Classification is Site Class “C– Very Dense Soil and Soft Rock” per Table 20.3-1 of ASCE/SEI 7-16. For the purposes of evaluating code-based seismic parameters for design, we assumed a seismic Risk Category I (per the CBC) for the project. Results are summarized in the following table.

TABLE 6.2.1
ASCE 7-16 (CODE-BASED) SEISMIC DESIGN PARAMETERS
SITE CLASS “C” – VERY DENSE SOIL & SOFT ROCK

Parameter	Value	ASCE 7-16 Reference
MCE _R Ground Motion Spectral Response Acceleration – Class B (short), S _S	0.527g	Figure 22-1
MCE _R Ground Motion Spectral Response Acceleration – Class B (1 sec), S ₁	0.225g	Figure 22-2
Site Coefficient, F _A	1.289	Table 11.4-1
Site Coefficient, F _V	1.5	Table 11.4-2
Site Class Modified MCE _R Spectral Response Acceleration (short), S _{MS}	0.679g	Eq. 11.4-1
Site Class Modified MCE _R Spectral Response Acceleration (1 sec), S _{M1}	0.337g*	Eq. 11.4-2
5% Damped Design Spectral Response Acceleration (short), S _{DS}	0.453g	Eq. 11.4-3
5% Damped Design Spectral Response Acceleration (1 sec), S _{D1}	0.225g*	Eq. 11.4-4

- 6.2.2 The following table presents additional seismic design parameters for projects with Seismic Design Categories of D through F in accordance with ASCE 7-16 for the mapped maximum considered geometric mean (MCE_G).

TABLE 6.2.2
ASCE 7-16 SITE ACCELERATION DESIGN PARAMETERS

Parameter	Value	ASCE 7-16 Reference
Mapped MCE _G Peak Ground Acceleration, PGA	0.228g	Figure 22-7
Site Coefficient, F _{PGA}	1.2	Table 11.8-1
Site Class Modified MCE _G Peak Ground Acceleration, PGA _M	0.273g	Section 11.8.3 (Eq. 11.8-1)

- 6.2.3 Conformance to the criteria presented in Tables 6.2.1 and 6.2.2 for seismic design does not constitute any kind of guarantee or assurance that significant structural damage or ground failure will not occur if a maximum level earthquake occurs. The primary goal of seismic design is to protect life and not to avoid structural damage, since such design may be economically prohibitive.

6.3 Soil Excavation Characteristics and Stability

- 6.3.1 In our opinion, grading and excavations at the site may be accomplished with standard effort using heavy-duty grading/excavation equipment. Grading and excavations may generate cobbles and possibly boulders that would require special handling or placement. Additionally, some debris may be encountered in the existing fill or in existing underground utility backfill materials.
- 6.3.2 Temporary excavations deeper than 4 feet and intended for worker entry must meet Cal/OSHA requirements as appropriate. Excavation shoring, sloping, benching, the use of trench shields, and the placement of trench spoils should conform to the latest applicable Cal/OSHA standards. The contractor should have a Cal/OSHA-approved “competent person” onsite during excavation to evaluate trench conditions and to make appropriate recommendations where necessary. It is the contractor’s responsibility to provide sufficient and safe excavation support as well as protecting nearby utilities, structures, and other improvements which may be damaged by earth movements.
- 6.3.3 The excavation support recommendations provided by Cal/OSHA are generally geared toward protecting human life and not necessarily toward preventing damage to nearby structures or surface improvements. The contractor should be responsible for using the proper active shoring systems or sloping to prevent damage to any structure or improvements near underground excavations.
- 6.3.4 If grading occurs during or after the wet season (typically winter and spring), or in periods of precipitation, in-place and excavated soils will likely be wet. Earthwork contractors should be aware of moisture sensitivity of clayey and fine-grained soils and potential compaction/workability difficulties.

- 6.3.5 Earthwork and pad preparation operations in these conditions will likely be difficult with low productivity. Often, a period of at least one month of warm and dry weather is necessary to allow the site to dry sufficiently so that heavy grading equipment can operate effectively. Conversely, during dry summer and fall months, dry clay soils may require additional grading effort (discing, mixing, or other means) to attain proper moisture conditioning.
- 6.3.6 Based on laboratory testing, in-situ moisture content of site soils ranges from approximately 9% to 21%, which is generally higher than optimum moisture content for this type of material (optimum moisture is approximately 12%). Due to the fine-grained nature of the soils and measured in-situ moisture contents above optimum, additional drying efforts to attain moisture contents suitable for compaction should be anticipated regardless of the time of year. Mitigation alternatives may include aerating/drying the exposed soils (assuming favorable weather conditions), or chemical treatment (e.g., lime treatment). Unstable excavation bottoms may require overexcavating 12 to 18 inches and placing geotextile fabric/geogrid covered with aggregate, for stabilization. We can provide specific recommendations during construction, based on conditions encountered.

6.4 Materials for Fill

- 6.4.1 Excavated soil generated from cut operations at the site are suitable for use as engineered fill in structural areas provided they are screened to exclude deleterious matter, significant organics/roots and rock/cementations larger than 6 inches in maximum dimension. Due to high in-situ moisture content, onsite soils reused as engineered fill will likely require aerating/drying to attain suitable moisture content for compaction. During dry summer and fall months, soils may be dry and require additional grading effort to attain proper moisture conditioning per Section 6.3.6. All material used as fill should have an organic content of 3 percent or less by dry unit weight.
- 6.4.2 Import material should be primarily granular with a “very low” expansion potential (Expansion Index less than 20), a Liquid Limit less than 50, Plasticity Index less than 15, be free of organic material and construction debris, not contain rock larger than 6 inches in greatest dimension, and contain sufficient fines to act as a binder to reduce caving potential when excavated.
- 6.4.3 Environmental characteristics and corrosion potential of import soil materials should also be considered. Proposed import materials should be sampled, tested, and approved by Geocon prior to its transportation to the site.

6.5 Grading

- 6.5.1 All earthwork operations should be observed, and all fills tested for recommended compaction and moisture content by a representative of our firm.
- 6.5.2 References to relative compaction and optimum moisture content in this report are based on the American Society for Testing and Materials (ASTM) D1557 Test Procedure, latest edition.
- 6.5.3 Prior to commencing grading, a pre-construction conference with representatives of the client, grading contractor, and Geocon should be held at the site. Site preparation, soil handling and/or the grading plans should be discussed at the pre-construction conference.
- 6.5.4 Site preparation should begin with the complete removal of existing improvements (concrete flatwork, surface/subsurface structures), underground utilities, organic-rich topsoil, and debris, if any. Excavations or depressions resulting from site clearing operations, or other existing excavations or depressions, should be restored with engineered fill in accordance with the recommendations of this report.
- 6.5.5 At the time of our investigation, the site was vegetated with mild growth of annual grasses. Surface vegetation consisting of grasses and other similar vegetation should be removed by stripping to a sufficient depth to remove organic-rich topsoil. We estimate required stripping depths will range from approximately 2 to 3 inches. The actual stripping depth should be determined based on-site conditions prior to grading. Material generated during stripping is not suitable for use within 5 feet of pavement areas but may be placed in landscaped or non-structural areas or exported from the site.
- 6.5.6 The most effective site preparation alternatives will depend on site conditions prior to grading. We should evaluate site conditions and provide supplemental recommendations immediately prior to grading, if necessary.
- 6.5.7 Within proposed improvement areas, existing undocumented fill should be removed to expose undisturbed weathered bedrock or to a depth of 3 feet below finished pad grade, whichever is shallower. Over-excavation, areas to receive fill, or areas left at-grade should be thoroughly scarified to a minimum depth of 12 inches, uniformly moisture-conditioned at or above optimum moisture content, and compacted to at least 90% relative compaction. Our representative should observe scarification and re-compaction operations to evaluate performance of the subgrade under compaction equipment loading and to identify any areas that may require removals. Scarification and re-compaction is not required in intact, hard bedrock areas.

- 6.5.8 Engineered fill should be compacted in horizontal lifts not exceeding 8 inches (loose thickness) and brought to final subgrade elevations. Each lift should be moisture-conditioned at or above optimum and compacted to at least 90% relative compaction.
- 6.5.9 The top 12 inches of concrete flatwork subgrade areas (non-vehicular), whether completed at-grade, by excavation or filling, should be uniformly moisture-conditioned at or above optimum moisture content and compacted to 90% relative compaction.
- 6.5.10 The top 6 inches of final concrete flatwork subgrade, whether completed at-grade, by excavation, or by filling, should be uniformly moisture-conditioned at or above optimum moisture content, compacted to at least 95% relative compaction and be stable. The 95% relative compaction requirement applies to the top 6 inches of concrete area subgrade; however, underlying materials must be sufficiently compacted and stable. We recommend proof-rolling the subgrade with a loaded water truck (or similar equipment with high contact pressure) to verify the stability of the subgrade prior to placing aggregate base (AB). We note that deeper scarification, moisture-conditioning, and compaction efforts may be required in order to achieve overall stability and compaction.
- 6.5.13 Underground utility trenches should be backfilled with properly compacted material. Pipe bedding, shading, and backfill should conform to the requirements of the appropriate utility authority. Soil excavated from trenches should be adequate for use as general backfill above shading provided it does not contain deleterious matter, vegetation, or cementations larger than 6 inches in maximum dimension. We note that site soils will likely require additional effort to suitably moisture condition and compact. Trench backfill should be placed in loose lifts not exceeding 8 inches. Lifts should be compacted to a minimum of 90% relative compaction at or above optimum moisture content. Compaction should be performed by mechanical means only; jetting of trench backfill is not recommended.

6.6 Retaining Walls

- 6.6.1 Retaining walls may be supported on spread footings bearing on undisturbed weathered bedrock or at least 2 feet of new engineered fill. Footings should be at least 24 inches wide and embedded at least 18 inches below lowest adjacent grade. Footings may be designed using an allowable soil bearing capacity of 2,500 psf. Allowable passive pressure used to resist lateral movement of footings may be assumed to be equal to a fluid weighing 300 pounds per cubic foot (pcf). The allowable coefficient of friction to resist sliding of footings is 0.35 for concrete against soil/weathered rock. Combined passive resistance and friction may be utilized for footing design provided that the frictional resistance is reduced by 50%.

- 6.6.3 A Geocon representative should observe foundation excavations prior to placing reinforcing steel or concrete to observe that the exposed soil conditions are consistent with those anticipated. If unanticipated soil conditions are encountered, foundation modifications may be required.
- 6.6.4 Design of retaining walls may be based on the lateral earth pressures (equivalent fluid pressure) summarized in Table 6.6.4.

TABLE 6.6.4
RECOMMENDED LATERAL EARTH PRESSURES

Condition	Equivalent Fluid Density
Active	40 pcf
At-Rest	60 pcf
Seismic Earth Pressure ¹	Not Applicable
1. Based on research by Lew, et al. 2010, the seismic increment of earth pressure may be neglected if the maximum peak ground acceleration (PGA) at the site is 0.4 g or less. The Site Class Modified MCE _G Peak Ground Acceleration (PGA _M) for this site is 0.313g; therefore, the seismic increment of earth pressure may be neglected.	

- 6.6.5 Unrestrained (cantilever) walls should be designed using the active case. Unrestrained walls are those that are allowed to rotate more than 0.001H (where H is the height of the wall). Walls restrained from movement should be designed using the at-rest case. The soil pressures above assume that the backfill material within an area bounded by the wall and a 1:1 plane extending upward from the base of the wall will be composed of the existing onsite soils.
- 6.6.6 The lateral earth pressure values listed in Table 6.6.4 assume drained backfill conditions. Retaining walls taller than 2 feet should be provided with a drainage system and waterproofed as required by the project architect. Positive drainage for retaining walls should consist of a vertical layer of permeable material positioned between the retaining wall and the soil backfill. The permeable material may be composed of a composite drainage geosynthetic or a natural permeable material such as crushed gravel at least 12 inches thick and capped with at least 12 inches of native soil. A geosynthetic filter fabric should be placed between the gravel and the soil backfill. Provisions for removal of collected water should be provided for either system by installing a perforated drainage pipe along the bottom of the permeable material which leads to suitable drainage facilities.

- 6.6.7 The recommendations presented above are generally applicable to the design of rigid concrete or masonry retaining walls with a level backfill and having a maximum retained height of 10 feet. If walls higher than 10 feet or other types of walls are planned, Geocon should be consulted for additional recommendations.

6.7 Concrete Flatwork and Skate Park Features

- 6.7.1 Thickness of concrete flatwork and skate park features should be determined by the skate park designer. We recommend a minimum slab thickness of 4 inches. Concrete flatwork and skate park features should be underlain by at least 6 inches of Class 2 AB meeting the requirements of Section 26 of Caltrans' Standard Specifications and compacted to at least 95% relative compaction. Subgrade soils below the AB should be prepared and compacted in accordance with the recommendations of this report.
- 6.7.2 Concrete should have a minimum 28-day compressive strength of 2,500 pounds per square inch (psi). Adequate construction and crack control joints should be used to control cracking inherent in concrete construction.
- 6.7.3 Steel reinforcement, if used, should be detailed in accordance with PCA, ACI, or similar guidelines. Alternatively, macro synthetic fibers (Euclid Chemical TUF-STRAND™ SF or equivalent) mixed into the concrete mix may be considered in lieu of conventional steel reinforcement provided they meet the requirements of ASTM C1116 and ASTM D7508 for Type III Synthetic Fibers. Steel dowels may also be used at joints to facilitate load transfer and reduce vertical offset.
- 6.7.4 In general, we recommend that concrete improvements be detailed, designed, constructed, and maintained in accordance with industry standards such as those provided by the ACI and ACPA.

6.8 Stormwater Infiltration Devices

- 6.8.1 The measured soil infiltration rates at test depths of approximately 3 to 4 feet ranged from 0.15 inch per hour (in/hr) to 0.05 in/hr. The soils at these depths generally consist of clayey sand and sandy lean clay.

- 6.8.2 Based on the criteria outlined in the *National Engineering Handbook – Chapter 7 – Hydrologic Soil Groups* (USDA, 2009), the near surface soil at the site may be classified as Hydrologic Soil Group “D” for infiltration device design, if needed. Based on the factored infiltration rates, soil at the elevations tested is not suitable for stormwater infiltration. This should be considered in the stormwater management feature design.

6.9 Site Drainage and Moisture Protection

- 6.9.1 Adequate drainage is imperative to reduce the potential for differential soil movement, soil erosion, and subsurface seepage. Care should be taken to properly grade the finished surface after structures and other improvements are in place, so that drainage water is directed away from the structures and toward appropriate drainage facilities.
- 6.9.2 Experience has shown that even with these provisions, subsurface seepage may develop in areas where no such water conditions existed prior to site development. This is particularly true where a substantial increase in surface water infiltration has resulted from an increase in landscape irrigation.
- 6.9.3 Underground utilities should be leak free. Utility and irrigation lines should be checked periodically for leaks, and detected leaks should be repaired promptly. Detrimental soil movement could occur if water is allowed to infiltrate the soil for prolonged periods of time.
- 6.9.4 Landscaping planters adjacent to paved areas can cause surface or irrigation water to infiltrate the pavement’s subgrade and base course. We recommend that area drains collect excess irrigation water and transmit it to drainage structures, or impervious above-grade planter boxes be used. In addition, where landscaping is planned adjacent to the pavement or flatwork, we recommend construction of a cutoff wall (deepened curb) along the edge of the pavement/flatwork that extends at least 4 inches into the soil subgrade below the bottom of the base material.

7.0 FURTHER GEOTECHNICAL SERVICES

7.1 Plan and Specification Review

- 7.1.1 We should review the foundation and grading plans prior to final design submittal to assess whether our recommendations have been properly incorporated and evaluate if additional analysis and/or recommendations are required.

7.2 Testing and Observation Services

- 7.2.1 The recommendations provided in this report are based on the assumption that we will continue as Geotechnical Engineer of Record throughout the construction phase. It is important to maintain continuity of geotechnical interpretation and confirm that field conditions encountered during construction are similar to those anticipated during design. Testing and observation services by the Geotechnical Engineer of Record are necessary to verify that construction has been performed in accordance with this report, approved plans, and specifications. If we are not retained for these services, we cannot assume any responsibility for other's interpretation of our recommendations or the future performance of the project.

8.0 LIMITATIONS AND UNIFORMITY OF CONDITIONS

The recommendations of this report pertain only to the site investigated and are based upon the assumption that the soil conditions do not deviate from those disclosed in the investigation. If any variations or undesirable conditions are encountered during construction, or if the proposed construction will differ from that anticipated herein, we should be notified so that supplemental recommendations can be given.

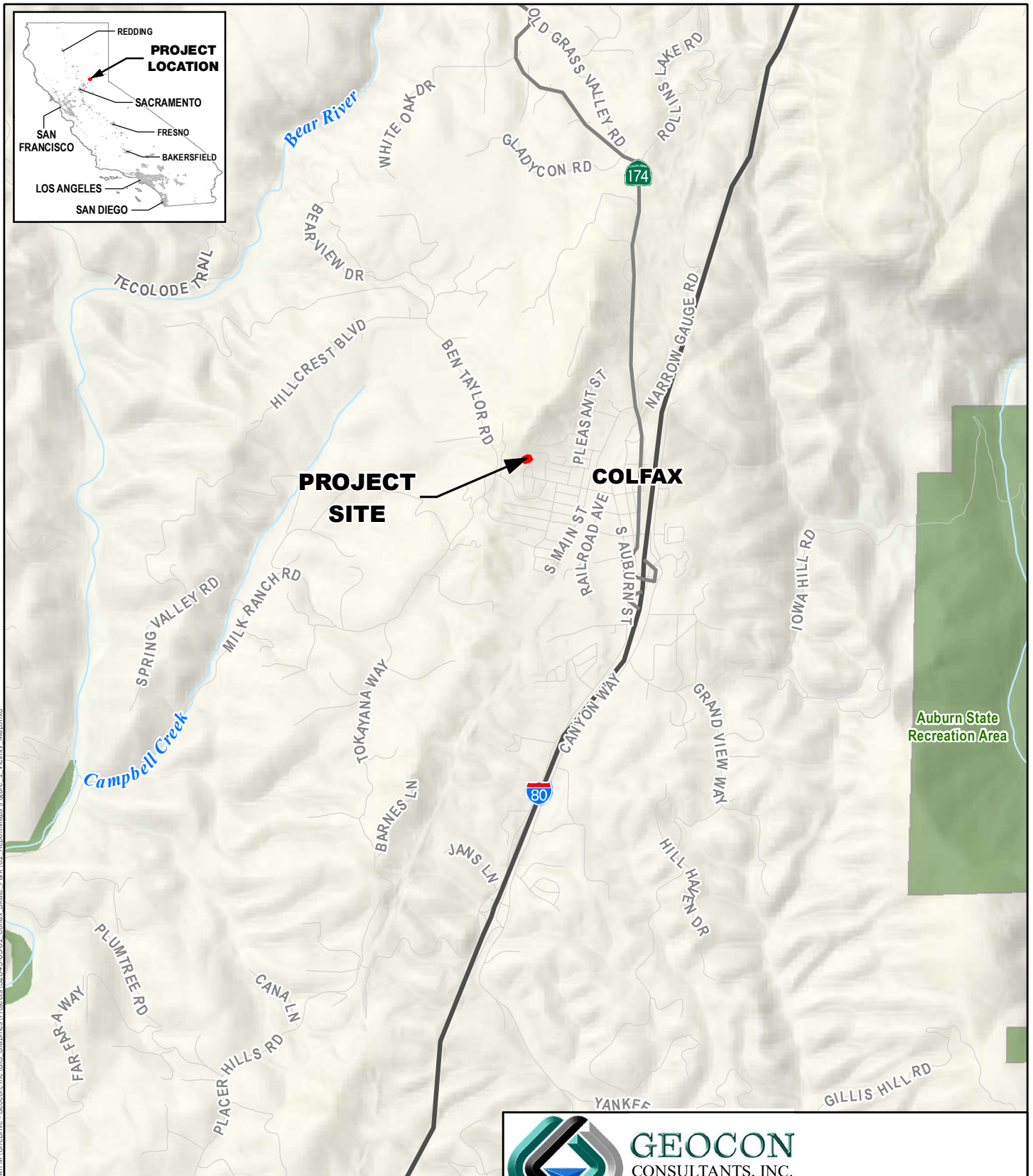
This report is issued with the understanding that it is the responsibility of the owner or their representative to ensure that the information and recommendations contained herein are brought to the attention of the design team for the project and incorporated into the plans and specifications and the necessary steps are taken to see that the contractor and subcontractors carry out such recommendations in the field.

The recommendations contained in this report are preliminary until verified during construction by representatives of our firm. Changes in the conditions of a property can occur with the passage of time, whether they are due to natural processes or the works of man on this or adjacent properties. Additionally, changes in applicable or appropriate standards may occur, whether they result from legislation or the broadening of knowledge. Accordingly, the findings of this report may be invalidated partially or wholly by changes outside our control. Therefore, this report is subject to review and should not be relied upon after a period of three years.

Our professional services were performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices used in the site area at this time. No warranty is provided, express or implied.

9.0 REFERENCES

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Colfax Skate Park

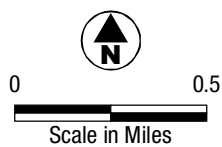
101 East Parkhill Drive
Colfax, California

VICINITY MAP

S2845-05-01

April 2025

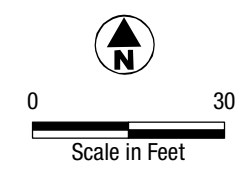
Figure 1





S:\Projects\2024\Colfax Skate Park\GIS\MapDocs\Colfax Skate Park\01_Report\Figures\Figure_2_Site_Plan.mxd




- Legend**
- IT2 Approximate Infiltration Test Location
 - TP3 Approximate Test Pit Location
 - Approximate Location of Former Pools
 - Approximate Site Boundary

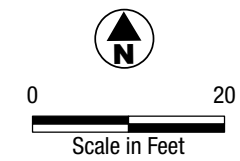



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Colfax Skate Park		
101 East Parkhill Drive Colfax, California		
SITE PLAN		
S2845-05-01	April 2025	Figure 2



Proposed Development Plan by Valley Design (09/07/2022)

- Legend**
- IT2  Approximate Infiltration Test Location
 - TP3  Approximate Test Pit Location
 -  Approximate Site Boundary





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Colfax Skate Park		
101 East Parkhill Drive Colfax, California		
PROPOSED DEVELOPMENT PLAN		
S2845-05-01	April 2025	Figure 3

APPENDIX

A

APPENDIX A

FIELD EXPLORATION

We performed our geotechnical field exploration on July 26, 2024. Our field exploration program consisted of four exploratory test pits (TP1 through TP4) and two infiltration tests (IT1 and IT2) at the approximate locations shown on the Site Plan, Figure 2, and Proposed Development Plan, Figure 3.

Test pits were performed using a John Deere 310L EP backhoe with a 24-inch bucket equipped with rock teeth. Representative disturbed samples were collected at desired intervals. Upon completion, the test pits were backfilled with excavated soil.

We visually examined, classified, and logged the subsurface conditions in the exploratory test pits in general accordance with the American Society for Testing and Materials (ASTM) Practice for Description and Identification of Soils (Visual-Manual Procedure D2488-90). This system uses the Unified Soil Classification System (USCS) for soil designations. The logs depict soil and geologic conditions encountered and depths at which we obtained samples. The logs also include our interpretation of the conditions between sampling intervals. Therefore, the logs contain both observed and interpreted data. We determined the lines designating the interface between soil materials on the logs using visual observations, excavation characteristics, and other factors. The transition between materials may be abrupt or gradual. Where applicable, we revised the field logs based on subsequent laboratory testing. Logs of exploratory test pits are presented on Figures A2 through A5.

We performed field infiltration tests using a Soilmoisture Equipment Corp. Aardvark Permeameter to evaluate vertical infiltration characteristics at the site. The geologic conditions at the infiltration test locations consist of fill and native soil that is predominantly clayey sand (SC) and sandy lean clay (CL). Infiltration test data is presented on Figures A6 and A7.

UNIFIED SOIL CLASSIFICATION

MAJOR DIVISIONS				TYPICAL NAMES
COARSE-GRAINED SOILS MORE THAN HALF IS COARSER THAN NO. 200 SIEVE	GRAVELS MORE THAN HALF COARSE FRACTION IS LARGER THAN NO.4 SIEVE SIZE	CLEAN GRAVELS WITH LITTLE OR NO FINES	GW	WELL GRADED GRAVELS WITH OR WITHOUT SAND, LITTLE OR NO FINES
			GP	POORLY GRADED GRAVELS WITH OR WITHOUT SAND, LITTLE OR NO FINES
		GRAVELS WITH OVER 12% FINES	GM	SILTY GRAVELS, SILTY GRAVELS WITH SAND
			GC	CLAYEY GRAVELS, CLAYEY GRAVELS WITH SAND
	SANDS MORE THAN HALF COARSE FRACTION IS SMALLER THAN NO.4 SIEVE SIZE	CLEAN SANDS WITH LITTLE OR NO FINES	SW	WELL GRADED SANDS WITH OR WITHOUT GRAVEL, LITTLE OR NO FINES
			SP	POORLY GRADED SANDS WITH OR WITHOUT GRAVEL, LITTLE OR NO FINES
		SANDS WITH OVER 12% FINES	SM	SILTY SANDS WITH OR WITHOUT GRAVEL
			SC	CLAYEY SANDS WITH OR WITHOUT GRAVEL
FINE-GRAINED SOILS MORE THAN HALF IS FINER THAN NO. 200 SIEVE	SILTS AND CLAYS LIQUID LIMIT 50% OR LESS	ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTS WITH SANDS AND GRAVELS	
		CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, CLAYS WITH SANDS AND GRAVELS, LEAN CLAYS	
		OL	ORGANIC SILTS OR CLAYS OF LOW PLASTICITY	
	SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50%	MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS, FINE SANDY OR SILTY SOILS, ELASTIC SILTS	
		CH	INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS	
		OH	ORGANIC CLAYS OR CLAYS OF MEDIUM TO HIGH PLASTICITY	
	HIGHLY ORGANIC SOILS	PT	PEAT AND OTHER HIGHLY ORGANIC SOILS	

BEDDING SPACING DESCRIPTIONS

THICKNESS/SPACING	DESCRIPTOR
GREATER THAN 10 FEET	MASSIVE
3 TO 10 FEET	VERY THICKLY BEDDED
1 TO 3 FEET	THICKLY BEDDED
3 1/4-INCH TO 1 FOOT	MODERATELY BEDDED
1 1/4-INCH TO 3 1/4-INCH	THINLY BEDDED
1/4-INCH TO 1 1/4-INCH	VERY THINLY BEDDED
LESS THAN 1/4-INCH	LAMINATED

STRUCTURE DESCRIPTIONS

CRITERIA	DESCRIPTION
ALTERNATING LAYERS OF VARYING MATERIAL OR COLOR WITH LAYERS AT LEAST 1/4-INCH THICK	STRATIFIED
ALTERNATING LAYERS OF VARYING MATERIAL OR COLOR WITH LAYERS LESS THAN 1/4-INCH THICK	LAMINATED
BREAKS ALONG DEFINITE PLANES OF FRACTURE WITH LITTLE RESISTANCE TO FRACTURING	FISSURED
FRACTURE PLANES APPEAR POLISHED OR GLOSSY, SOMETIMES STRIATED	SLICKENSIDED
COHESIVE SOIL THAT CAN BE BROKEN DOWN INTO SMALLER ANGULAR LUMPS WHICH RESIST FURTHER BREAKDOWN	BLOCKY
INCLUSION OF SMALL POCKETS OF DIFFERENT SOIL, SUCH AS SMALL LENSES OF SAND SCATTERED THROUGH A MASS OF CLAY	LENSED
SAME COLOR AND MATERIAL THROUGHOUT	HOMOGENOUS

CEMENTATION/INDURATION DESCRIPTIONS

FIELD TEST	DESCRIPTION
CRUMBLES OR BREAKS WITH HANDLING OR LITTLE FINGER PRESSURE	WEAKLY CEMENTED/INDURATED
CRUMBLES OR BREAKS WITH CONSIDERABLE FINGER PRESSURE	MODERATELY CEMENTED/INDURATED
WILL NOT CRUMBLE OR BREAK WITH FINGER PRESSURE	STRONGLY CEMENTED/INDURATED

IGNEOUS/METAMORPHIC ROCK STRENGTH DESCRIPTIONS

FIELD TEST	DESCRIPTION
MATERIAL CRUMBLES WITH BARE HAND	WEAK
MATERIAL CRUMBLES UNDER BLOWS FROM GEOLOGY HAMMER	MODERATELY WEAK
1/4-INCH INDENTATIONS WITH SHARP END FROM GEOLOGY HAMMER	MODERATELY STRONG
HAND-HELD SPECIMEN CAN BE BROKEN WITH ONE BLOW FROM GEOLOGY HAMMER	STRONG
HAND-HELD SPECIMEN CAN BE BROKEN WITH COUPLE BLOWS FROM GEOLOGY HAMMER	VERY STRONG
HAND-HELD SPECIMEN CAN BE BROKEN WITH MANY BLOWS FROM GEOLOGY HAMMER	EXTREMELY STRONG

IGNEOUS/METAMORPHIC ROCK WEATHERING DESCRIPTIONS

DEGREE OF DECOMPOSITION	FIELD RECOGNITION	ENGINEERING PROPERTIES
SOIL	DISCOLORED, CHANGED TO SOIL, FABRIC DESTROYED	EASY TO DIG
COMPLETELY WEATHERED	DISCOLORED, CHANGED TO SOIL, FABRIC MAINLY PRESERVED	EXCAVATED BY HAND OR RIPPING (Saprolite)
HIGHLY WEATHERED	DISCOLORED, HIGHLY FRACTURED, FABRIC ALTERED AROUND FRACTURES	EXCAVATED BY HAND OR RIPPING, WITH SLIGHT DIFFICULTY
MODERATELY WEATHERED	DISCOLORED, FRACTURES, INTACT ROCK-noticeably weaker than fresh rock	EXCAVATED WITH DIFFICULTY WITHOUT EXPLOSIVES
SLIGHTLY WEATHERED	MAY BE DISCOLORED, SOME FRACTURES, INTACT ROCK-NOT noticeably weaker than fresh rock	REQUIRES EXPLOSIVES FOR EXCAVATION, WITH PERMEABLE JOINTS AND FRACTURES
FRESH	NO DISCOLORATION, OR LOSS OF STRENGTH	REQUIRES EXPLOSIVES

IGNEOUS/METAMORPHIC ROCK JOINT/FRACTURE DESCRIPTIONS

FIELD TEST	DESCRIPTION
NO OBSERVED FRACTURES	UNFRACTURED/UNJOINTED
MAJORITY OF JOINTS/FRACTURES SPACED AT 1 TO 3 FOOT INTERVALS	SLIGHTLY FRACTURED/JOINTED
MAJORITY OF JOINTS/FRACTURES SPACED AT 4-INCH TO 1 FOOT INTERVALS	MODERATELY FRACTURED/JOINTED
MAJORITY OF JOINTS/FRACTURES SPACED AT 1-INCH TO 4-INCH INTERVALS WITH SCATTERED FRAGMENTED INTERVALS	INTENSELY FRACTURED/JOINTED
MAJORITY OF JOINTS/FRACTURES SPACED AT LESS THAN 1-INCH INTERVALS; MOSTLY RECOVERED AS CHIPS AND FRAGMENTS	VERY INTENSELY FRACTURED/JOINTED

BORING/TRENCH LOG LEGEND

— No Recovery — Shelby Tube Sample — Bulk Sample — SPT Sample — Modified California Sample — Groundwater Level (At Completion) — Groundwater Level (Seepage)	PENETRATION RESISTANCE						
	SAND AND GRAVEL			SILT AND CLAY			COMPRESSION STRENGTH (tsf)
	RELATIVE DENSITY	BLOWS PER FOOT (SPT)*	BLOWS PER FOOT (MOD-CAL)*	CONSISTENCY	BLOWS PER FOOT (SPT)	BLOWS PER FOOT (MOD-CAL)*	
	VERY LOOSE	0 - 4	0 - 6	VERY SOFT	0 - 2	0 - 3	0 - 0.25
	LOOSE	5 - 10	7 - 16	SOFT	3 - 4	4 - 6	0.25 - 0.50
	MEDIUM DENSE	11 - 30	17 - 48	MEDIUM STIFF	5 - 8	7 - 13	0.50 - 1.0
	DENSE	31 - 50	49 - 79	STIFF	9 - 15	14 - 24	1.0 - 2.0
	VERY DENSE	OVER 50	OVER 79	VERY STIFF	16 - 30	25 - 48	2.0 - 4.0
				HARD	OVER 30	OVER 48	OVER 4.0

*NUMBER OF BLOWS OF 140 LB HAMMER FALLING 30 INCHES TO DRIVE LAST 12 INCHES OF AN 18-INCH DRIVE

MOISTURE DESCRIPTIONS

FIELD TEST	APPROX. DEGREE OF SATURATION, S (%)	DESCRIPTION
NO INDICATION OF MOISTURE; DRY TO THE TOUCH	S<25	DRY
SLIGHT INDICATION OF MOISTURE	25<S<50	DAMP
INDICATION OF MOISTURE; NO VISIBLE WATER	50<S<75	MOIST
MINOR VISIBLE FREE WATER	75<S<100	WET
VISIBLE FREE WATER	100	SATURATED

QUANTITY DESCRIPTIONS

APPROX. ESTIMATED PERCENT	DESCRIPTION
<5%	TRACE
5 - 10%	FEW
11 - 25%	LITTLE
26 - 50%	SOME
>50%	MOSTLY

GRAVEL/COBBLE/BOULDER DESCRIPTIONS

CRITERIA	DESCRIPTION
PASS THROUGH A 3-INCH SIEVE AND BE RETAINED ON A NO. 4 SIEVE (#4 TO 3")	GRAVEL
PASS A 12-INCH SQUARE OPENING AND BE RETAINED ON A 3-INCH SIEVE (3"-12")	COBBLE
WILL NOT PASS A 12-INCH SQUARE OPENING (>12")	BOULDER

LABORATORY TEST KEY

CP – COMPACTION CURVE (ASTM D1557)	R – R-VALUE (CTM 301)
CR – CORROSION ANALYSIS (CTM 422, 643, 417)	SE – SAND EQUIVALENT (CTM 217)
DS – DIRECT SHEAR (ASTM D3080)	TXCU – CONSOLIDATED UNDRAINED TRIAXIAL (ASTM D4767)
EI – EXPANSION INDEX (ASTM D4829)	TXUU – UNCONSOLIDATED UNDRAINED TRIAXIAL (ASTM D2850)
GSA – GRAIN SIZE ANALYSIS (ASTM D422)	UC – UNCONFINED COMPRESSIVE STRENGTH (ASTM D2166)
MC – MOISTURE CONTENT (ASTM D2216)	
PI – PLASTICITY INDEX (ASTM D4318)	



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KEY TO LOGS

Figure A1

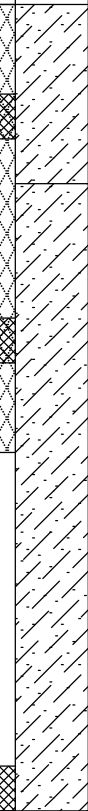
DEPTH IN FEET	SAMPLE INTERVAL & RECOVERY	LITHOLOGY	GROUNDWATER	SOIL CLASS (USCS)	TEST PIT TP1		PENETRATION RESISTANCE (BLOWS/FT.)	DRY DENSITY (P.C.F.)	MOISTURE CONTENT (%)	ADDITIONAL TESTS
					ELEV. (MSL.) <u>2552</u>	DATE COMPLETED <u>7/26/2024</u>				
					ENG./GEO. <u>TH</u>	DRILLER <u>Geocon</u>				
					EQUIPMENT <u>Rubber Tire Backhoe</u>	HAMMER TYPE <u></u>				
					MATERIAL DESCRIPTION					
0	TP1-BULK			SC	FILL Dry, light brown, Clayey SAND with some gravel					
1	TP1-1									
2					- with plastic debris					
3										
4	TP1-3.5			SC	MESOZOIC INTRUSIVE ROCK Moist, brown, Clayey SAND					
5										
6					- becomes moderately to highly cemented					
7										
8										
9	TP1-8.5				- bedrock					
					TEST PIT TERMINATED AT 9 FEET GROUNDWATER NOT ENCOUNTERED BACKFILLED WITH SOIL CUTTINGS					

Figure A2, Log of Test Pit, page 1 of 1

IN PROGRESS S2845-05-01 COLFAX SKATE PARK.GPJ 08/14/24



SAMPLE SYMBOLS

... SAMPLING UNSUCCESSFUL

... DISTURBED OR BAG SAMPLE

... STANDARD PENETRATION TEST

... CHUNK SAMPLE

... DRIVE SAMPLE (UNDISTURBED)

... WATER TABLE OR SEEPAGE

NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN HEREON APPLIES ONLY AT THE SPECIFIC BORING OR TRENCH LOCATION AND AT THE DATE INDICATED. IT IS NOT WARRANTED TO BE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT OTHER LOCATIONS AND TIMES.

DEPTH IN FEET	SAMPLE INTERVAL & RECOVERY	LITHOLOGY	GROUNDWATER	SOIL CLASS (USCS)	TEST PIT TP2	PENETRATION RESISTANCE (BLOWS/FT.)	DRY DENSITY (P.C.F.)	MOISTURE CONTENT (%)	ADDITIONAL TESTS
					ELEV. (MSL.) 2554 ENG./GEO. TH EQUIPMENT Rubber Tire Backhoe DATE COMPLETED 7/26/2024 DRILLER Geocon HAMMER TYPE				
0	TP2-BULK			GC	MATERIAL DESCRIPTION				
1					MESOZOIC INTRUSIVE ROCK				
2					Dry, bluish gray, Clayey GRAVEL with Sand, with trace cobbles				
3					- moist				
4									
5									
6	TP2-6								
7					TEST PIT TERMINATED AT 7 FEET GROUNDWATER NOT ENCOUNTERED BACKFILLED WITH SOIL CUTTINGS				

Figure A3, Log of Test Pit, page 1 of 1

IN PROGRESS S2845-05-01 COLFAX SKATE PARK.GPJ 08/14/24



SAMPLE SYMBOLS

 ... SAMPLING UNSUCCESSFUL

 ... STANDARD PENETRATION TEST

 ... DRIVE SAMPLE (UNDISTURBED)

 ... DISTURBED OR BAG SAMPLE

 ... CHUNK SAMPLE

 ... WATER TABLE OR SEEPAGE

NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN HEREON APPLIES ONLY AT THE SPECIFIC BORING OR TRENCH LOCATION AND AT THE DATE INDICATED. IT IS NOT WARRANTED TO BE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT OTHER LOCATIONS AND TIMES.



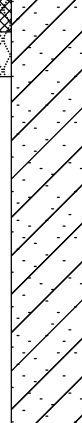

DEPTH IN FEET	SAMPLE INTERVAL & RECOVERY	LITHOLOGY	GROUNDWATER	SOIL CLASS (USCS)	TEST PIT TP3		PENETRATION RESISTANCE (BLOWS/FT.)	DRY DENSITY (P.C.F.)	MOISTURE CONTENT (%)	ADDITIONAL TESTS
					ELEV. (MSL.) 2551	DATE COMPLETED 7/26/2024				
					ENG./GEO. TH	DRILLER Geocon				
					EQUIPMENT Rubber Tire Backhoe	HAMMER TYPE				
0	TP3-BULK 0-2			SC	MATERIAL DESCRIPTION					
1	TP3-1				FILL Dry, light brown, Clayey SAND with Gravel, with trace cobbles				9.3	
2					- with debris (pipe)					
3	TP3-BULK 3-7			SC	MESOZOIC INTRUSIVE ROCK Moist, reddish brown, Clayey SAND with some silt and gravel					
4										
5										
6	TP3-6			CL	Moist, bluish gray, Sandy Lean CLAY with trace gravel, with organics (wood)				21.2	
7										
8										
9										
10										
11				GC	Moist, bluish gray, Clayey GRAVEL with Sand, moderately to highly cemented					
12	TP3-12									
13					TEST PIT TERMINATED AT 13 FEET GROUNDWATER NOT ENCOUNTERED BACKFILLED WITH SOIL CUTTINGS					

Figure A4, Log of Test Pit, page 1 of 1

IN PROGRESS S2845-05-01 COLFAX SKATE PARK.GPJ 08/14/24



SAMPLE SYMBOLS

□ ... SAMPLING UNSUCCESSFUL

▣ ... DISTURBED OR BAG SAMPLE

■ ... STANDARD PENETRATION TEST

■ ... CHUNK SAMPLE

■ ... DRIVE SAMPLE (UNDISTURBED)

▼ ... WATER TABLE OR SEEPAGE

NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN HEREON APPLIES ONLY AT THE SPECIFIC BORING OR TRENCH LOCATION AND AT THE DATE INDICATED. IT IS NOT WARRANTED TO BE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT OTHER LOCATIONS AND TIMES.



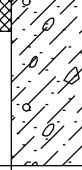


DEPTH IN FEET	SAMPLE INTERVAL & RECOVERY	LITHOLOGY	GROUNDWATER	SOIL CLASS (USCS)	TEST PIT TP4 ELEV. (MSL.) 2552 ENG./GEO. TH EQUIPMENT Rubber Tire Backhoe DATE COMPLETED 7/26/2024 DRILLER Geocon HAMMER TYPE	PENETRATION RESISTANCE (BLOWS/FT.)	DRY DENSITY (P.C.F.)	MOISTURE CONTENT (%)	ADDITIONAL TESTS
0	TP4-BULK			SC	MATERIAL DESCRIPTION FILL Dry, reddish brown, Clayey SAND with rootlets - light gray and reddish brown, with asphalt debris			16.4	
1	TP4-0.5								
2									
3				CL	Moist, brownish red, Sandy Lean CLAY with gravel				
4									
5	TP4-5				- with asphalt debris			16.8	
6									
7				SC	MESOZOIC INTRUSIVE ROCK Moist, brownish gray, Clayey SAND			14.5	
8	TP4-7.5								
9									
10	TP4-10			GC	Moist, gray, Clayey GRAVEL with Sand				
11									
12					TEST PIT TERMINATED AT 12 FEET GROUNDWATER NOT ENCOUNTERED BACKFILLED WITH SOIL CUTTINGS				


Figure A5, Log of Test Pit, page 1 of 1


IN PROGRESS S2845-05-01 COLFAX SKATE PARK.GPJ 08/14/24





SAMPLE SYMBOLS


 ... SAMPLING UNSUCCESSFUL

 ... DISTURBED OR BAG SAMPLE

 ... STANDARD PENETRATION TEST

 ... CHUNK SAMPLE

 ... DRIVE SAMPLE (UNDISTURBED)

 ... WATER TABLE OR SEEPAGE

NOTE: THE LOG OF SUBSURFACE CONDITIONS SHOWN HEREON APPLIES ONLY AT THE SPECIFIC BORING OR TRENCH LOCATION AND AT THE DATE INDICATED. IT IS NOT WARRANTED TO BE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT OTHER LOCATIONS AND TIMES.



Aardvark Permeameter Data Analysis

Project Name: Colfax Skate Park
 Project Number: S2845-05-01
 Borehole Location: IT1

Date: 7/26/2024
 By: TH
 Ref. EL: 2552.00
 Bottom EL: 2548.00

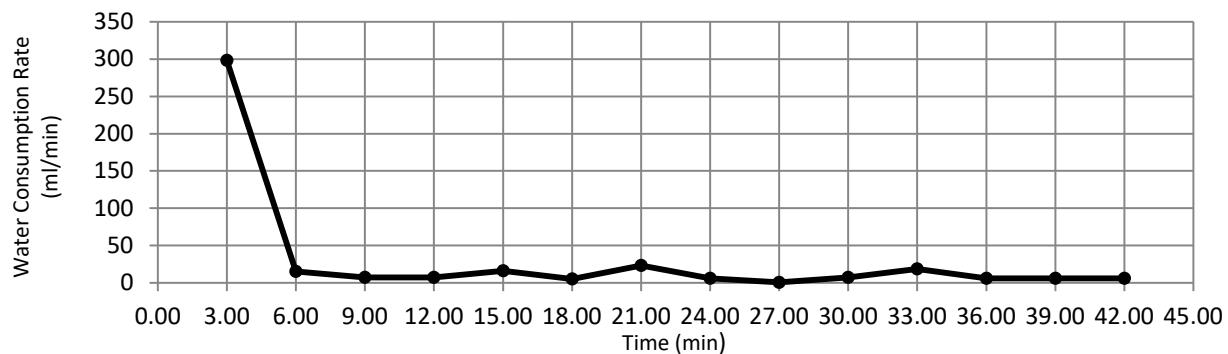
Borehole Diameter (2r): 3.50 in = 8.89 cm
 Borehole Depth (H): 4.00 ft = 121.92 cm
 Dist. Btwn Reservoir & Top of Borehole: 2.33 ft = 71.02 cm
 Depth to Water Table (s): 50.00 ft = 1524.00 cm
 Height APM Raised from Bottom: 1.00 in = 2.54 cm

Distance Btwn Reservoir and APM (D): 174.5234 cm
 Head Height (h): 12.06 cm
 Distance Btwn Constant Head and Water Table (L): 1414.14 cm

Reading	Time (min)	Time Elapsed (min)	Reservoir Water Weight (g)	Interval Water Consumption (g)	Total Water Consumption (g)	*Water Consumption Rate (ml/min)
1	0.00		9776			
2	3.00	3.00	8882	894	894	298.00
3	6.00	3.00	8836	46	940	15.33
4	9.00	3.00	8814	22	962	7.33
5	12.00	3.00	8792	22	984	7.33
6	15.00	3.00	8744	48	1032	16.00
7	18.00	3.00	8728	16	1048	5.33
8	21.00	3.00	8658	70	1118	23.33
9	24.00	3.00	8640	18	1136	6.00
10	27.00	3.00	8638	2	1138	0.67
11	30.00	3.00	8616	22	1160	7.33
12	33.00	3.00	8560	56	1216	18.67
13	36.00	3.00	8542	18	1234	6.00
14	39.00	3.00	8524	18	1252	6.00
15	42.00	3.00	8506	18	1270	6.00
16						
17						
18						
19						
20						

*1 ml = 1 g

Steady Flow Rate (Q): 6.00 ml/min



Field-Saturated Hydraulic Conductivity:

Case 1: $L/h > 3$

$K_{sat} = 0.0067$ cm/min

0.1592 in/hr

Figure A6



Aardvark Permeameter Data Analysis

Project Name: Colfax Skate Park
 Project Number: S2845-05-01
 Borehole Location: IT2

Date: 7/26/2024
 By: TH
 Ref. EL: 2552.00
 Bottom EL: 2549.00

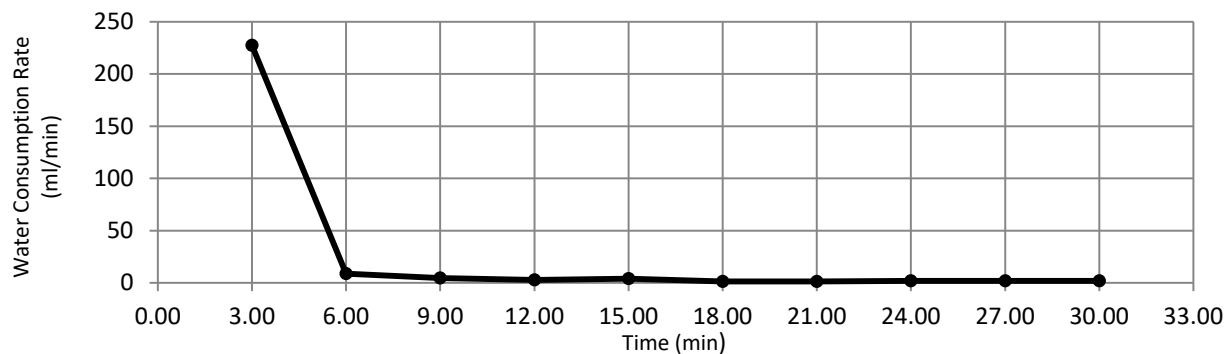
Borehole Diameter (2r): 3.50 in = 8.89 cm
 Borehole Depth (H): 3.00 ft = 91.44 cm
 Dist. Btwn Reservoir & Top of Borehole: 2.33 ft = 71.02 cm
 Depth to Water Table (s): 50.00 ft = 1524.00 cm
 Height APM Raised from Bottom: 1.00 in = 2.54 cm

Distance Btwn Reservoir and APM (D): 144.0434 cm
 Head Height (h): 11.97 cm
 Distance Btwn Constant Head and Water Table (L): 1444.53 cm

Reading	Time (min)	Time Elapsed (min)	Reservoir Water Weight (g)	Interval Water Consumption (g)	Total Water Consumption (g)	*Water Consumption Rate (ml/min)
1	0.00		9980			
2	3.00	3.00	9298	682	682	227.33
3	6.00	3.00	9272	26	708	8.67
4	9.00	3.00	9258	14	722	4.67
5	12.00	3.00	9250	8	730	2.67
6	15.00	3.00	9238	12	742	4.00
7	18.00	3.00	9234	4	746	1.33
8	21.00	3.00	9230	4	750	1.33
9	24.00	3.00	9224	6	756	2.00
10	27.00	3.00	9218	6	762	2.00
11	30.00	3.00	9212	6	768	2.00
12						
13						
14						
15						
16						
17						
18						
19						
20						

*1 ml = 1 g

Steady Flow Rate (Q): 2.00 ml/min



Field-Saturated Hydraulic Conductivity:

Case 1: $L/h > 3$

$K_{sat} = 0.0023$ cm/min

0.0536 in/hr

Figure A7

APPENDIX

B

APPENDIX B

LABORATORY TESTING PROGRAM

Laboratory tests were performed in accordance with generally accepted test methods of the American Society for Testing and Materials (ASTM) or other suggested procedures. Selected soil samples were tested for their in-place moisture content, plasticity characteristics, grain size distribution, fines content, corrosion potential, expansion potential, and moisture-density relationship. The results of the laboratory tests are presented below and on the following pages.

TABLE B1
EXPANSION INDEX TEST RESULTS
ASTM D4829

Sample Number	Depth (feet)	Moisture Content (%)		Expansion Index	Classification*
		Before Test	After Test		
TP3 & TP4-Bulk Combo	0 – 5	11.5	25.1	36	Low

**Expansion Potential Classification per ASTM D4829.*

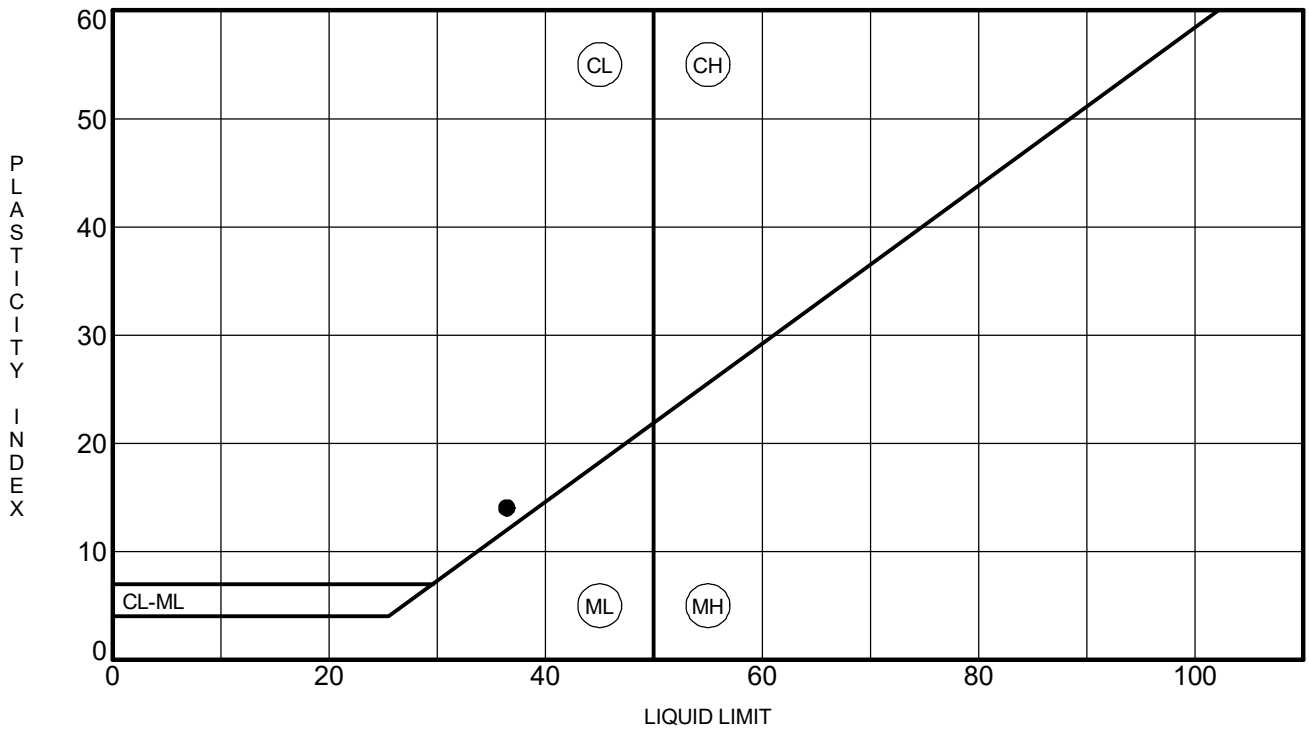
Sample ID	Depth (feet)	Liquid Limit	Plastic Limit	Plasticity Index	Expansion Index	%<#200 Sieve	Water Content (%)	Dry Density (pcf)
TP1-3.5	3.5						12.1	
TP3&TP4-Bulk Combo	0-5	36	22	14	36	41.5		
TP3-1	1						9.3	
TP3-6	6						21.2	
TP4-0.5	0.5						16.4	
TP4-5	5						16.8	
TP4-7.5	7.5						14.5	



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Summary of Laboratory Results

Project: Colfax Skate Park
 Location: Colfax, CA
 Number: S2845-05-01
 Figure: B1



	Sample No.	Liquid Limit	Plastic Limit	Plasticity Index	% Pass #200 Sieve	Unified Soil Classification Description	Preparation Method
●	TP3&TP4-Bulk Combo	36	22	14	41.5	Sandy Lean CLAY	Dry

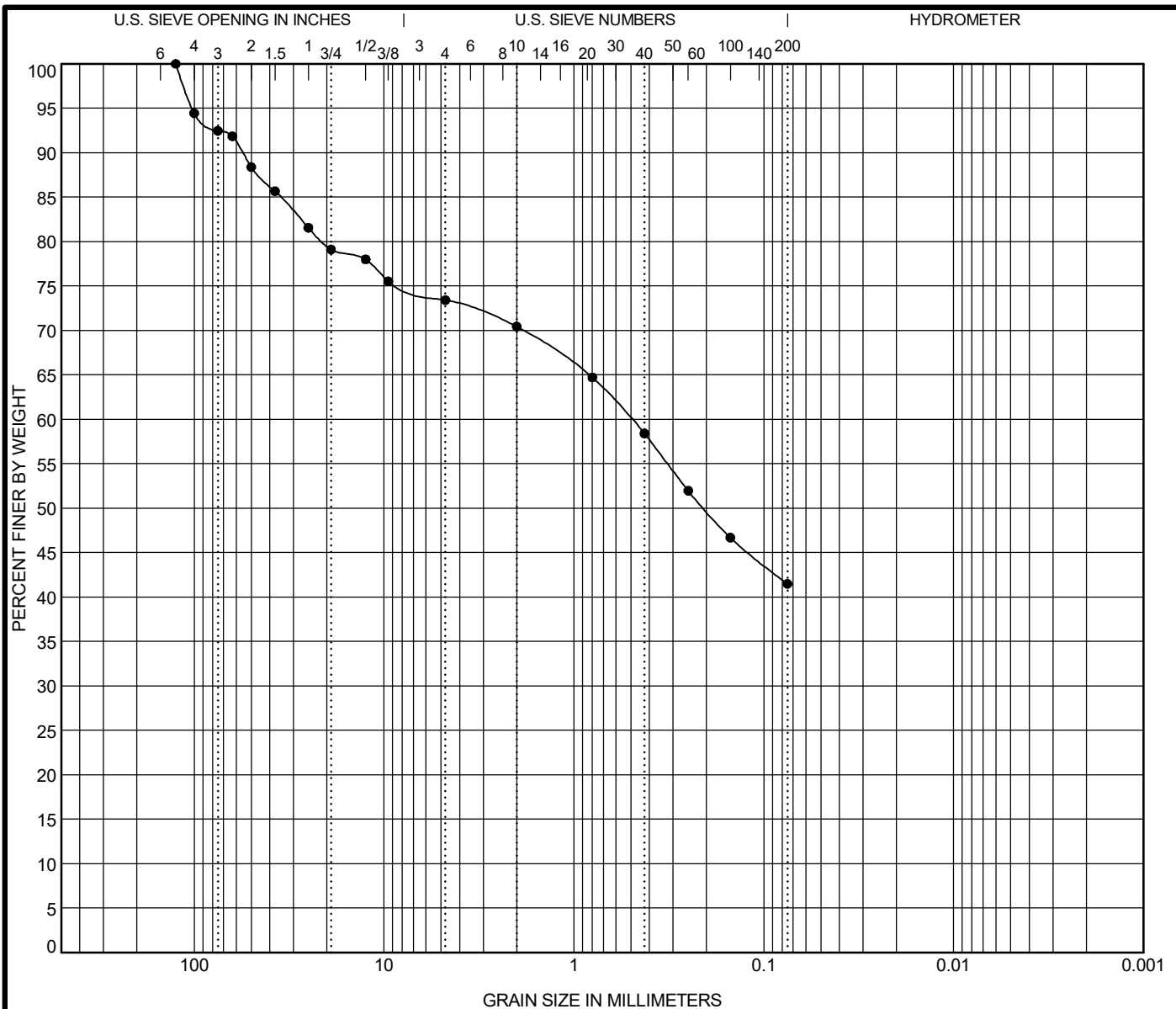


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ATTERBERG LIMITS (ASTM D4318)

Project: Colfax Skate Park
Location: Colfax, CA
Number: S2845-05-01
Figure: B2

Date: July 26, 2024



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Sample No.	Classification	LL	PL	PI	Cc	Cu
● TP3&TP4-Bulk Combo	SANDY LEAN CLAY WITH GRAVEL (CL)	36	22	14		

Sample No.	D100	D50	D30	D10	%Gravel	%Sand	%Silt	%Clay
● TP3&TP4-Bulk Combo	125	0.207			19.1	31.9	41.5	

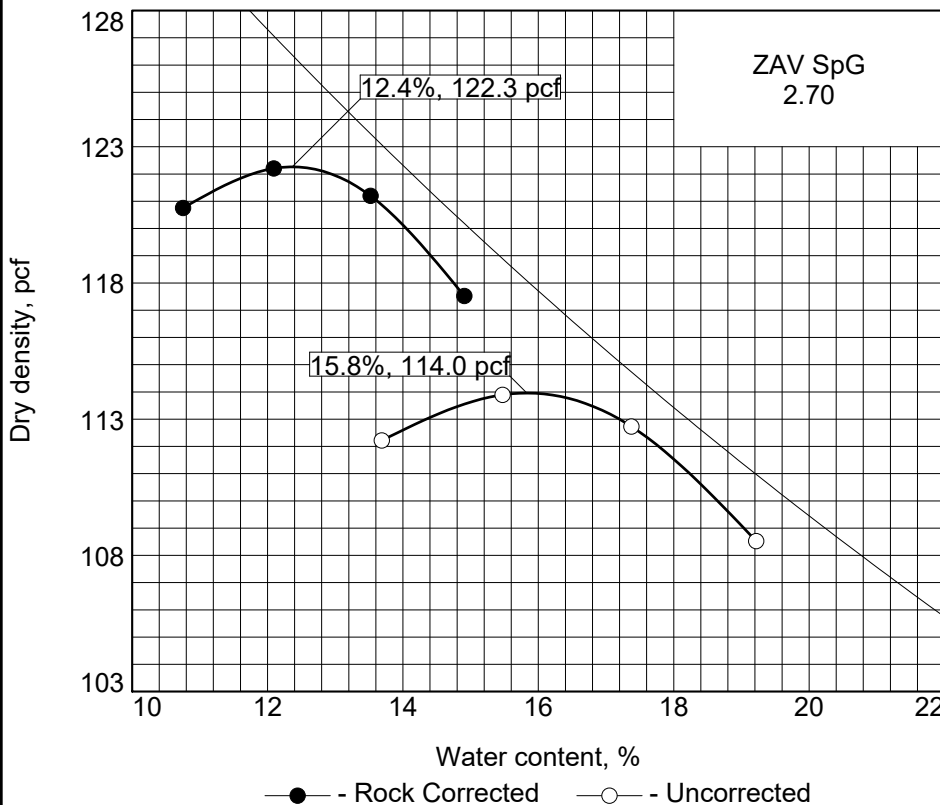


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GRAIN SIZE DISTRIBUTION (ASTM D422, D6913)

Project: Colfax Skate Park
 Location: Colfax, CA
 Number: S2845-05-01
 Figure: B3

COMPACTION TEST REPORT



Curve No.
TP3&TP4-Bulk

Test Specification:

ASTM 1557 Method A 2024 Mold PM9
ASTM D4718-15 Oversize Corr. Applied to
Each Test Point

Preparation Method

Hammer Wt. 10
Hammer Drop 18
Number of Layers 5
Blows per Layer 25
Mold Size 0.0333 cu. ft.

Test Performed on Material

Passing #4 Sieve

NM LL PI
Sp.G. (ASTM D 854) 2.7
%>#4 24.9 %<No.200

USCS AASHTO

Date Sampled

Date Tested 8/2/24

Tested By NL

TESTING DATA

	1	2	3	4	5	6
WM + WS	3951.0	4010.0	4022.0	3978.0		
WM	2039.0	2039.0	2039.0	2039.0		
WW + T #1	2072.0	2146.0	2158.0	2115.0		
WD + T #1	1842.4	1882.3	1864.9	1802.9		
TARE #1	165.0	178.0	178.0	179.0		
WW + T #2						
WD + T #2						
TARE #2						
MOISTURE	10.8	12.1	13.5	14.9		
DRY DENSITY	120.8	122.2	121.2	117.5		

ROCK CORRECTED TEST RESULTS

Maximum dry density = 122.3 pcf
Optimum moisture = 12.4 %

UNCORRECTED

114.0 pcf
15.8 %

Material Description

Sandy lean CLAY with gravel/cobble

Remarks:

Project No. S2845-05-01 Client:

Project: Colfax Skate Park

○ Sample Number: Curve 1

Checked by: MR

Title: LM

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Figure B4