



CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA



MAYOR WILL STOCKWIN • MAYOR PRO TEM MARNIE MENDOZA
COUNCILMEMBERS • STEVE HARVEY • KIM DOUGLASS

REGULAR MEETING AGENDA

May 23, 2018

Regular Session 7:00 PM

1. CALL TO ORDER

- 1A. **Call Open Session to Order**
- 1B. **Pledge of Allegiance**
- 1C. **Roll Call**
- 1D. **Approval of Agenda Order**

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

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

2. CONSENT CALENDAR

Matters on the Consent Agenda are routine in nature and will be approved by one blanket motion with a Council vote. No discussion of these items ensues unless specific items are pulled for discussion and separate action. If you wish to have an item pulled from the Consent Agenda for discussion, please notify the Mayor.

RECOMMENDED ACTION: Approve Consent Calendar

2A. **Minutes – Regular meeting May 9, 2018**

Recommendation: Approve the Minutes of the Regular Meeting of May 9, 2018.

2B. **City of Colfax Cash Summary: April 2018**

Recommendation: Accept and file the Cash Summary Report: April 2018.

2C. **Sierra Vista Community Center Union Pacific Foundation Grant Application**

Recommendation: Adopt Resolution 35-2018 in support of upgrading the Sierra Vista Community Center heating and cooling systems to meet evacuation center standards via a grant application to the Union Pacific Foundation for the sum of \$25,000.

2D. **Annual Review of Administrative Policies and Procedures**

Recommendation: Accept and file.

3. PUBLIC COMMENT

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

4. COUNCIL, STAFF AND OTHER REPORTS

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

4A. **Committee Reports and Colfax Informational Items - All Councilmembers**

4B. **City Operations Update – City staff**

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



Colfax City Council Meetings are ADA compliant. If you need special assistance to participate in this meeting, please contact the City Clerk at (530) 346-2313 at least 72 hours prior to make arrangements for ensuring your accessibility.

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5. COUNCIL BUSINESS

5A. Introduction and First Reading of an Ordinance of the City of Colfax Adopting Colfax Municipal Code Chapter 5.14 Establishing A Cannabis Business Tax.

Staff Presentation: Alfred A. “Mick” Cabral, City Attorney

Recommendation: Introduce the proposed ordinance by title only, waive the first reading and continue for a second reading, public hearing and possible adoption at the June 13, 2018 regular meeting

5B. Rising Sun Road Pavement Resurfacing Project, Design Approval and Bid Authorization

Staff Presentation: Dane Schilling City Engineer

Recommendation: Discuss and consider adopting Resolution 36-2018 approving the Plans and Specifications for the Rising Sun Road Pavement Resurfacing Project and authorizing the City Manager to advertise for construction bids.

5C. Animal Control Contract

Staff Presentation: Wes Heathcock, City Manager

Recommendation: Discuss and consider adopting Resolution 37-2018 Authorizing the City Manager to execute an agreement with Placer County Department of Health and Human Services for Animal Control and Care Services for a three year term in an amount not to exceed \$86,729.

5D. Proposed Budget Fiscal Years 2018-2019 and 2019-2020

Staff Presentation: Laurie Van Groningen, Finance Director

Recommendation: Discuss and consider adopting Resolution 38-2018 adopting the Annual Operation Budget for Fiscal Year 2018-2019 and Fiscal Year 2019-2020.

5E. Fire Protection Agreement with the County of Placer for Fire Protection

Staff Presentation: Wes Heathcock, City Manager

Recommendation: Discuss and consider adopting Resolution 39-2018 authorizing the City Manager to execute a Fire Protection Agreement with the County of Placer for Fire Management and Oversight Services from July 1, 2018 through June 30, 2021.

5F. Quinns Lane One Way Street Designation

Staff Presentation: Chris Clardy, Community Services Director

Recommendation: Discuss and consider adopting Resolution No.40-2018 authorizing staff to install permanent signage designating residential street Quinn’s Ln., between Culver St. and S. Main St., as a one-way street..

6. GOOD OF THE ORDER - INFORMAL COUNCIL STATEMENTS REGARDING THE BUSINESS OF THE CITY

Informal observation reports and inquiries regarding the business of the City may be presented by Council members under this agenda item or requests for placement of items of interest on a future agenda. No action will be taken.

7. ADJOURNMENT

I, Lorraine Cassidy, City Clerk for the City of Colfax declare that this agenda was posted at Colfax City Hall and the Colfax Post Office. The agenda is also available on the City website at www.Colfax-ca.gov.



Lorraine Cassidy, City Clerk

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



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City of Colfax
 City Council Minutes
 Regular Meeting of Wednesday, May 9, 2018
 City Hall Council Chambers
 33 S. Main Street, Colfax CA

1 OPEN SESSION

1A. **Call to Order**

Mayor Stockwin called the meeting to order at 6:59PM.

1B. **Pledge of Allegiance**

Councilmember Douglass led the Pledge of Allegiance.

1C. **Roll Call**

Council members present: Douglass, Harvey, Mendoza, Stockwin

1D. **Approval of Agenda Order**

On a motion by Councilmember Harvey, seconded by Mayor Pro Tem Mendoza, the City Council approved the agenda order.

AYES: Douglass, Harvey, Mendoza, Stockwin

2 CONSENT CALENDAR

2A. **Minutes - Regular Meeting April 25, 2018**

Recommendation: Approve the Minutes of the Regular Meeting of April 25, 2018.

On a motion by Councilmember Harvey, seconded by Mayor Pro Tem Mendoza, the City Council approved the Consent Calendar.

AYES: Douglass, Harvey, Mendoza, Stockwin

3 PUBLIC COMMENT

Jim Bowers, Colfax resident

- Mr. Bowers handed out a diagram explaining his idea to create the world's largest "choo-choo" clock. He suggested the clock could be in the Guinness' Book of World Records and increase tourism in town threefold. He would like to see Council and all service organizations get involved to build the structure by Railroad Days.

Joe Fatula, Colfax business owner

- Dr. Fatula stated he is in the process of painting the mural sign for his business and many families have enjoyed being able to participate in the process.
- He thanked Council and the town for counting him and his business as part of this special community.

Jamie LaRue, Executive Director First Five Placer

- Ms. LaRue introduced herself and the programs offered by the First Five organization. In the coming year, Colfax will be a target community for First Five services, including pre-natal care, parental support and early childhood development.

4 COUNCIL, STAFF, AND OTHER REPORTS**4A. Committee Reports and Colfax Informational Items – All Councilmembers***Councilmember Harvey*

- Councilmember Harvey represented Colfax on the Placer County Air Quality Control Board.

Councilmember Douglass

- Councilmember Douglass represented the City at the Sacramento Area Council of Governments and Pioneer Energy board meetings.
- He toured the Closed Landfill with representative of Fresh Air Media who are interested in using the landfill as a concert venue.
- Councilmember Douglass also attended the monthly meeting with Supervisor Montgomery and the Sierra Vista Community Center board meeting.

Mayor Pro Tem Mendoza

- Mayor Pro Tem Mendoza “Cut the Ribbon” for the Wandering Wardrobe Grand Opening, and attended the Lioness Jewelry Sale and Soroptomist Club Cinco De Mayo events.

Mayor Stockwin

- Mayor Stockwin “Cut the Ribbon” for the Lumenaris Grand Opening and served as Master of Ceremonies for the Chocolate, Wine and Art Indulgence.
- He also attended the meeting with Supervisor Montgomery. The gentlemen from Fresh Air Media were also in attendance. He supports the concept of hosting concerts at the landfill.
- Mayor Stockwin gave a rain report: The season stands at 48.7 inches, exactly half of last year.

4B. City Operations – City Staff*City Manager Heathcock*

- City Manager Heathcock acknowledged the positive potential of using the landfill as a concert venue.
- He informed Council staff has requested the California Water Board consider awarding grants to Colfax for Capital Improvement Projects for the Wastewater System which could total as much as \$600,000.
- There is a potential grant from the Community Development Block Grant program in connection with the planned development of the lot on Main Street. The Fatula’s plan to create an artisan’s hub which may qualify for a grant for each new job created.
- City staff has started doing some patch paving on City streets.

4C. Additional Reports – Agency Partners*Sergeant Ty Conners, Commander Colfax Substation, Placer County Sheriff’s Office*

- Sergeant Conners stated the Advanced Officer’s Training courses have been completed.
- He thanked City Manager Heathcock for meeting with a potential Skate Park contractor on Saturday.

Chief Brian Eagan, Colfax Fire Department Battalion Chief

- Chief Eagan informed Council the mastication of the landfill and Wastewater Treatment Plant has been postponed pending housing for the work crews.

- CalFire, the California Highway Patrol and the Sheriff's Department will conduct an "Active Shooter Scenario" drill on May 30th. Council is invited and more information will be forthcoming soon.

Frank Klein, President of Colfax Area Chamber of Commerce

- Mr. Klein thanked the Mayor and Mayor Pro Tem for supporting the new businesses, Lumenaris and Wandering Wardrobe.
- He invited everyone to the next Chamber Mixer to be held at Lighthouse Realty on May 15th from 5:30PM-7:30PM.

Sharon Connors and Foxey McCleary, Sierra Vista Community Center

- Ms. McCleary and Ms. Connors updated Council on the Sierra Vista Community Center event schedule for the spring season.
- They invited everyone to attend the 3rd Friday Artwalk and Car Show events which will be held downtown from 4-8PM throughout the summer.

Fred Abbott, Event Liaison

- Mr. Abbott updated Council on the progress with Railroad Days. He is working with the Lions Club and Sierra Vista Community Center art group for the Artwalk and Car Show.

5 **COUNCIL BUSINESS**

5A. **East Church Street to Railroad Street Connector Pavement Project**

Staff Presentation: Chris J. Clardy, Community Services Director

Recommendation: Discuss and consider adopting Resolution 32-2018 authorizing the City Manager to execute an agreement with Simpson and Simpson to pave the East Church Street to Railroad Street Connector Pavement Project in an amount not to exceed \$30,000.

Community Services Director Clardy explained this project is necessary because the road has deteriorated to the point that it had to be closed. Council approved the budget for this project as part of the 2017/2018 budget. Staff obtained proposals from two local paving companies. Simpson and Simpson's bid was the lowest. Staff recommends Council authorize the City Manager to enter into an agreement with Simpson and Simpson.

Councilmember Douglass asked for clarification of specifics of the cost breakdown.

On a motion by Councilmember Harvey, and a second by Mayor Pro Tem Mendoza, Council approved Resolution 32-2018 by the following vote:

Ayes: Douglass, Harvey, Mendoza, Stockwin

5B. **Public Works Corporation Yard Security System**

Staff Presentation: Chris J. Clardy, Community Services Director

Recommendation: Discuss and consider adopting Resolution 33-2018 authorizing the City Manger to enter into a sixty month agreement with Safe Side Security Inc. for the purpose of providing security equipment and monitoring of the City of Colfax Public Works Corporation Yard, in an amount not to exceed \$12,500.

Community Services Director Clardy explained the Corporation Yard has a history of break-ins. The old DVR recorder was stolen and not recovered this spring. Staff has conducted research to find an effective monitored intrusion detection solution and requested proposals from three security firms. Safe Side Security will provide the services needed at the best cost. They will install the leased equipment, monitor the verified video system and provide HD cameras as well. Councilmember Harvey suggested including two extra cameras in the system in order to monitor the dumpsters and the street for illegal dumping.

Joe Fatula, business owner and Tom Parnham, Colfax resident, agreed the system would be helpful. Sergeant Conners confirmed high quality cameras and the monitoring program would improve security at the Corp. Yard.

Council agreed to amend the contract to include 2 more cameras. Community Services Director Clardy confirmed the extra \$20/month would be within the contingency amount requested.

On a motion by Councilmember Harvey, and a second by Mayor Pro Tem Mendoza, Council approved Resolution 33-2018 by the following vote:

Ayes: Douglass, Harvey, Mendoza, Stockwin

5C. **Sheriff Contract Renewal**

Staff Presentation: City Manager, Wes Heathcock

Recommendation: Discuss and consider adopting Resolution 34-2018 authorizing the City Manager to execute a contract extension with the Placer County Sheriff-Coroner-Marshall's Office, including the recovery of 193 hours of the reduced service, in an amount not to exceed \$676,152 for Fiscal Year 2018/2019.

City Manager Heathcock reminded Council the Sheriff Contract must be renewed annually due to the County-wide Proposition F which mandates salaries for Sheriff Deputies. The Sheriff's Office modified the contract to contain costs by including administrative costs as a 5% flat fee and using the median salary range for deputies. The Emergency Services Sub-committee toured the Sheriff Facilities with Sergeant Conners and learned the extent of the services provided. The Committee discussed the reduced hours of service which have been in effect for the past several years. With the improvement in the economy, the committee recommends cutting the deficit hours in half so that reduced hours are at 193 hours per week rather than the 386 hours reduction of the previous years.

Mayor Stockwin and Mayor Pro Tem Mendoza each reported the Sheriff Office's resources provided to the City are exceptional. There is no room to cut any services.

Councilmember Douglass stated the expenditures for the Sheriff point out the balancing act the City must juggle between roads and public safety.

Councilmember Harvey thanked the committee for their time and approves adding back the 193 hours.

Colfax resident Tom Parnham commended the Sheriff's Deputies which serve Colfax and stated his approval of an all-inclusive contract.

On a motion by Councilmember Harvey, and a second by Mayor Pro Tem Mendoza, Council approved Resolution 30-2018 by the following vote:

Ayes: Douglass, Harvey, Mendoza, Stockwin

6 **GOOD OF THE ORDER – INFORMAL COUNCIL STATEMENTS REGARDING THE BUSINESS OF THE CITY**

Councilmember Douglass asked the City Manager to describe the process for issuing retail Cannabis permits.

City Manager Heathcock explained the steps for the application process:

- a. Applicant submits application package
- b. City staff reviews the application for completeness
- c. Interview process
- d. City Manager recommendation
- e. Council decision

Mayor Pro Tem Mendoza reminded everyone to register to vote by May 21st in order to vote in the primary election.

She noted the Placer County Homeless Resource number is: 1-833-3PLACER.

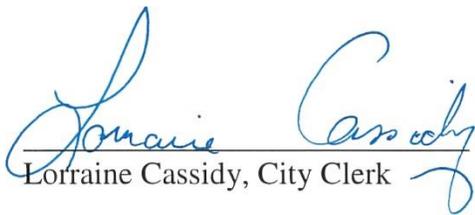
Councilmember Harvey mentioned the new state regulations for housing which were recently passed to require solar panels on all new housing beginning in 2020. He suggested anyone interested in building a home pull permits quickly. The State has a history of adding regulations which can increase costs for citizens and cities alike.

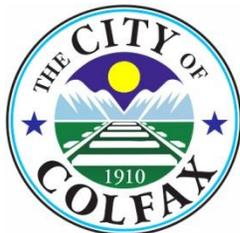
Mayor Stockwin requested staff follow up on the possibility of leasing the empty Union Pacific lot near the fruit sheds so the City can keep it maintained and use it for overflow event parking.

7 ADJOURNMENT

As there was no further business, Mayor Stockwin adjourned the meeting at 8:07PM.

Respectfully submitted to City Council this 23th day of May, 2018


Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MAY 23, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: May 9, 2018
SUBJECT: City of Colfax Cash Summary Report: April 2018

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Accept and file the Cash Summary Report: April 2018.

BACKGROUND AND ANALYSIS:

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

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

The attached reports reflect an overview of the financial transactions of the City of Colfax in April 2018. Monthly highlights include:

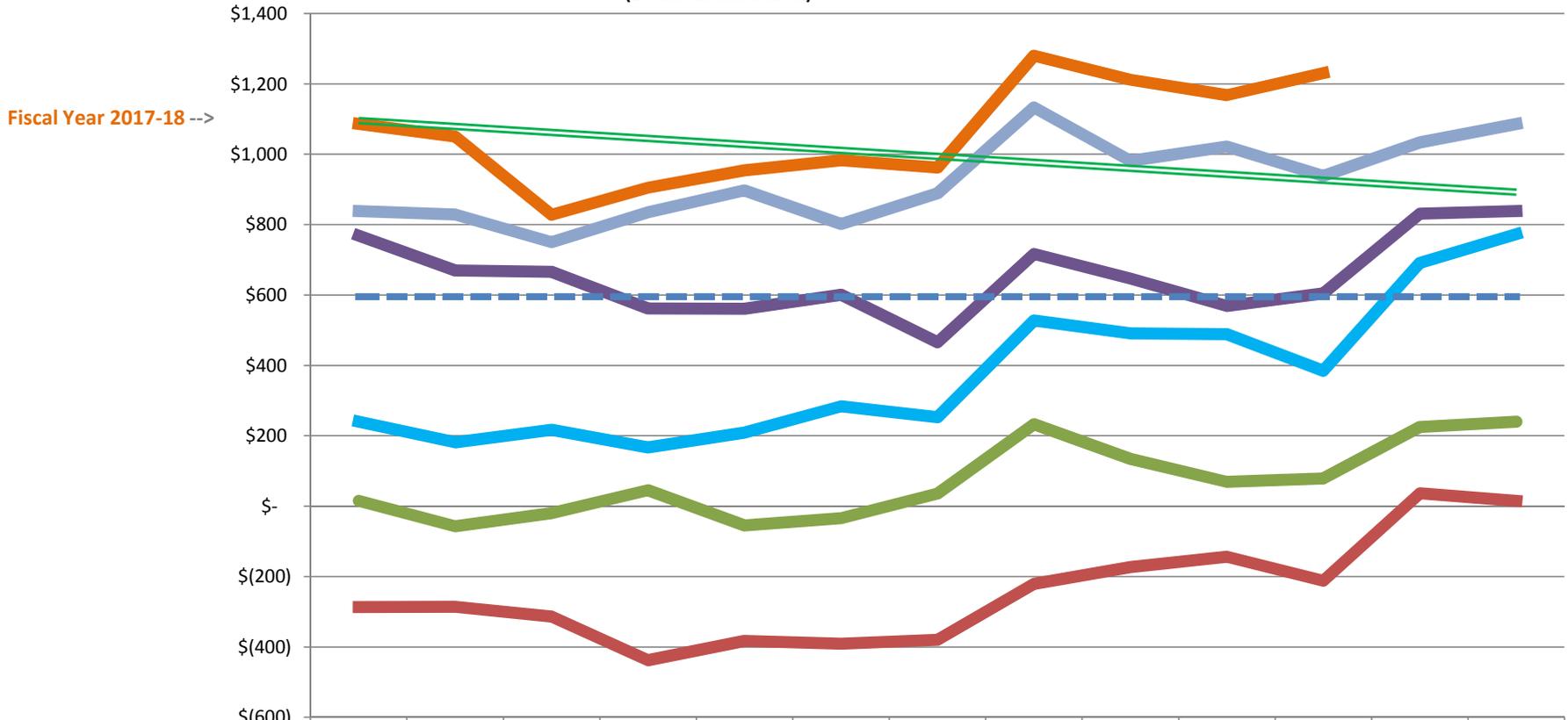
- Negative cash fund balances in Special Revenues and Capital project funds are due to timing of funding allocations and reimbursements.
 - Fund 250 – Streets & Roads – The balance of funding/transfer of General Funds as budgeted will finalize in June.
 - Fund 292 – Pending receipt of \$30,000 grant from USDA.
 - Fund 355 and 385 – Initial project costs to be reimbursed with project funding and transfers. First reimbursement request for Project 385 – Roundabout has been submitted to Caltrans.
- Major Expenses for April included:
 - Quarterly payment for Animal control contract - \$8,000
- Major Revenues for April included:
 - Monthly estimated sales tax revenues - \$79,000
 - Developer Plan Fees - \$25,000

ATTACHMENTS:

1. General Fund Reserved Cash Analysis Graphs
 - a. Cash Analysis – Balance
 - b. Expenses by Month
 - c. Revenues by Month
2. Cash Activity Reports
 - a. Cash Summary
 - b. Cash Transactions Report – by individual fund
 - c. Check Register Report - Accounts Payable
 - d. Daily Cash Summary Report (Cash Receipts)

City of Colfax - April 2018 General Fund Reserved Cash Analysis

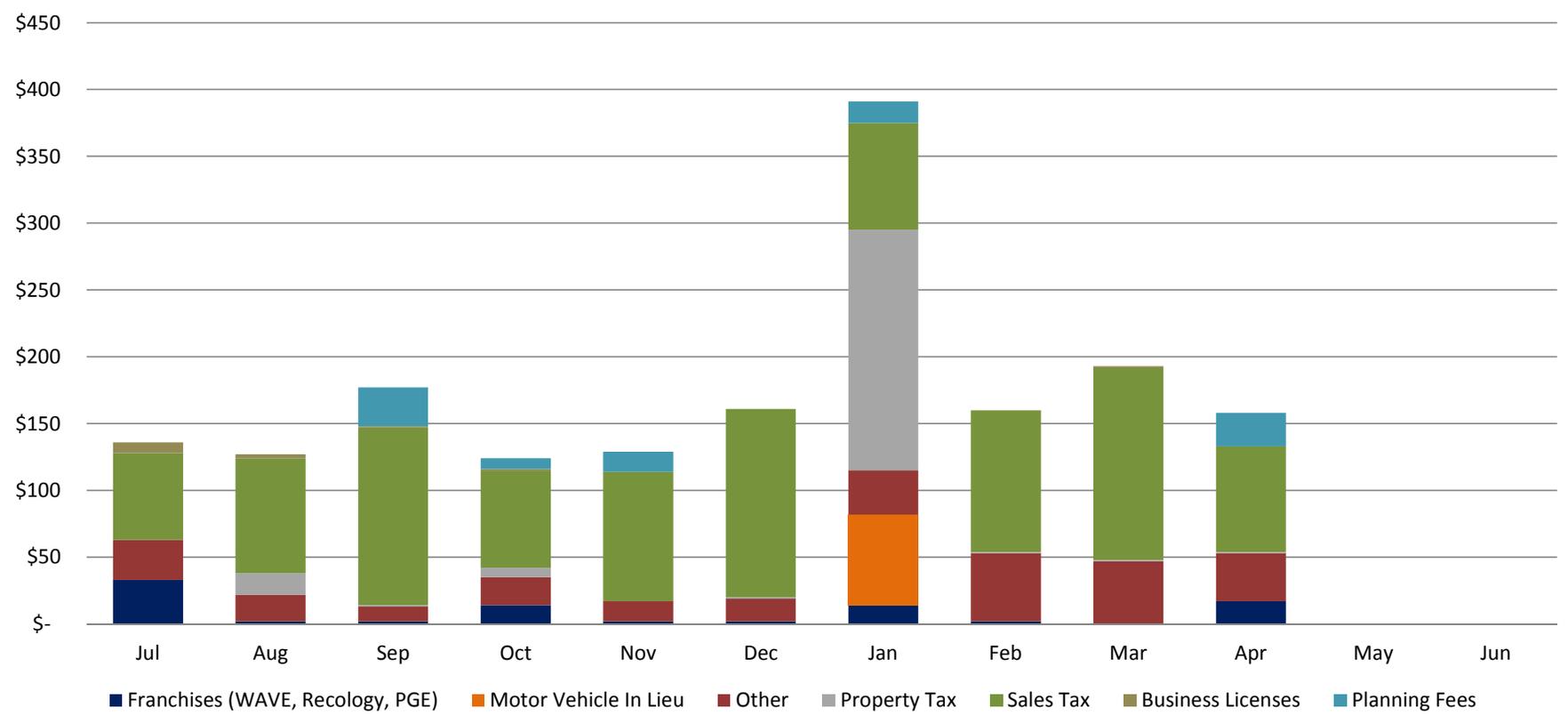
(Dollars in Thousands)



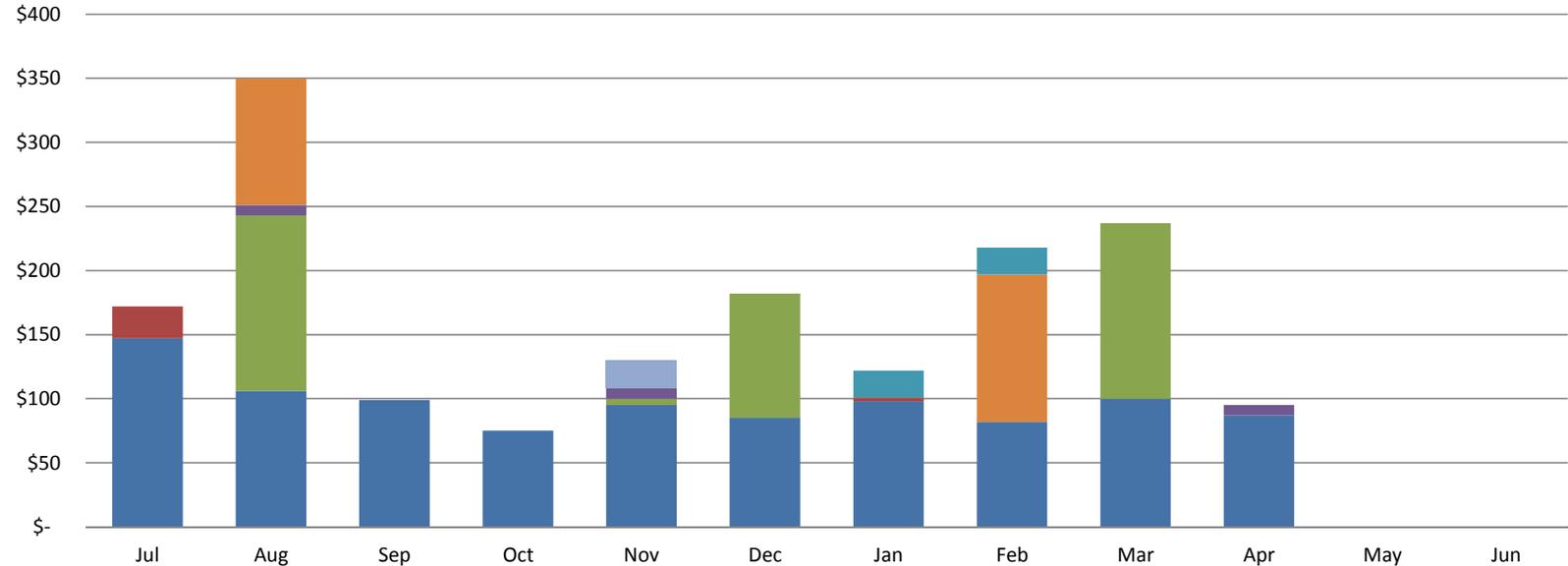
	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2017-18	\$1,086	\$1,050	\$828	\$905	\$954	\$983	\$962	\$1,280	\$1,212	\$1,168	\$1,231		
Cash Balance FY2016-17	\$838	\$829	\$750	\$835	\$897	\$802	\$889	\$1,133	\$981	\$1,022	\$938	\$1,034	1086
Cash Balance FY2015-16	\$768	\$670	\$666	\$562	\$561	\$601	\$466	\$717	\$647	\$569	\$605	\$831	838
Cash Balance FY2014-15	\$240	\$181	\$217	\$167	\$209	\$284	\$253	\$528	\$491	\$489	\$385	\$691	773
Cash Balance FY2013-14	\$15	\$(57)	\$(20)	\$45	\$(55)	\$(34)	\$36	\$233	\$134	\$69	\$79	\$225	240
Cash Balance FY2012-13	\$(287)	\$(286)	\$(314)	\$(438)	\$(383)	\$(391)	\$(380)	\$(221)	\$(173)	\$(144)	\$(212)	\$37	15
*Reserves (Ops, Cap, Pen)	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595
Budget FY2017-18	\$1,096	\$1,079	\$1,062	\$1,045	\$1,028	\$1,011	\$994	\$977	\$960	\$943	\$926	\$909	\$892

* General Fund (GF) Reserves per adopted budget.

City of Colfax - April 2018 General Fund Reserved Cash - Revenues by Month (Dollars in Thousands)



City of Colfax - April 2018
General Fund Reserved Cash - Expenses by Month
(Dollars in Thousands)



- General Expenses
- Sheriff/Fire
- Payment - Winner Property (Purchase loan pmt)
- Insurance Deposit to SCORE Risk Pool
- Capital Outlay/Repairs
- Animal Control Contract
- Audit & Legal Fees Services

**City of Colfax
Cash Summary
April 30, 2018**

	Balance 03/31/2018	Revenues In	Expenses Out	Transfers	Balance 04/30/2018
US Bank	\$ 234,899.32	\$ 463,018.34	\$ (325,960.67)	\$ (100,000.00)	\$ 271,956.99
LAIF	\$ 3,925,771.75	\$ 14,067.22		\$ 100,000.00	\$ 4,039,838.97
Total Cash - General Ledger	<u>\$ 4,160,671.07</u>	<u>\$ 477,085.56</u>	<u>\$ (325,960.67)</u>	<u>\$ -</u>	<u>\$ 4,311,795.96</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 4,160,971.07</u>	<u>\$ 477,085.56</u>	<u>\$ (325,960.67)</u>	<u>\$ -</u>	<u>\$ 4,312,095.96</u>

Change in Cash Account Balance - Total \$ 151,124.89

Attached Reports:

1. Cash Transactions Report (By Individual Fund)	
2. Check Register Report (Accounts Payable)	\$ (194,788.86)
3. Cash Receipts - Daily Cash Summary Report	\$ 251,125.82
Payroll Checks and Tax Deposits	\$ (58,420.13)
Utility Billings - Receipts	\$ 139,149.45
Service Charge/Adj/Voids	\$ (8.61)
LAIF Interest	\$ 14,067.22
	<u><u>\$ 151,124.89</u></u> \$

Prepared by: Laurie Van Groningen
Laurie Van Groningen, Finance Director

Reviewed by: Wes Heathcock
Wes Heathcock, City Manager

City of Colfax
Cash Transactions Report - April 2018

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 1,282,884.42	\$ 121,430.08	\$ (75,744.72)	\$ 1,328,569.78
Fund: 120 - Land Development Fees	\$ 30,942.31	\$ 24,570.40	\$ (19,150.44)	\$ 36,362.27
Fund: 570 - Garbage Fund	\$ (145,717.03)	\$ 11,661.84	\$ -	\$ (134,055.19)
Fund Type: 1.11 - General Fund - Unassigned	\$ 1,168,109.70	\$ 157,662.32	\$ (94,895.16)	\$ 1,230,876.86
Fund Type: 1.14 - General Fund - Restricted				
Fund: 571 - AB939 Landfill Diversion	\$ 28,117.26	\$ -	\$ -	\$ 28,117.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 777,697.01	\$ 20,452.46	\$ (7,287.68)	\$ 790,861.79
Fund Type: 1.14 - General Fund - Restricted	\$ 805,814.27	\$ 20,452.46	\$ (7,287.68)	\$ 818,979.05
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	\$ 24,041.37	\$ 149.26	\$ (68.41)	\$ 24,122.22
Fund: 211 - Mitigation Fees - Drainage	\$ 3,087.79	\$ 19.18	\$ (8.79)	\$ 3,098.18
Fund: 212 - Mitigation Fees - Trails	\$ 43,258.60	\$ 268.56	\$ (123.08)	\$ 43,404.08
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 67,863.14	\$ 521.12	\$ (257.77)	\$ 68,126.49
Fund: 214 - Mitigation Fees - City Bldgs	\$ -	\$ -	\$ -	\$ -
Fund: 215 - Mitigation Fees - Vehicles	\$ -	\$ -	\$ -	\$ -
Fund: 217 - Mitigation Fees - DT Parking	\$ 24,663.87	\$ 159.64	\$ (76.73)	\$ 24,746.78
Fund: 218 - Support Law Enforcement	\$ 8,184.10	\$ 14,308.43	\$ -	\$ 22,492.53
Fund: 244 - CDBG Program Inc - ME Lending	\$ 213,470.61	\$ 1,313.40	\$ (597.46)	\$ 214,186.55
Fund: 250 - Streets - Roads/Transportation	\$ (141,758.93)	\$ 69,877.63	\$ (12,871.05)	\$ (84,752.35)
Fund: 253 - Gas Taxes	\$ 27,462.06	\$ 1,663.25	\$ (1,453.76)	\$ 27,671.55
Fund: 270 - Beverage Container Recycling	\$ 18,059.39	\$ 112.13	\$ (51.39)	\$ 18,120.13
Fund: 280 - Oil Recycling	\$ 3,562.45	\$ 16.51	\$ (6.15)	\$ 3,572.81
Fund: 292 - Fire Department Capital Funds	\$ 19,081.59	\$ 140.71	\$ (35,934.54)	\$ (16,712.24)
Fund: 342 - Fire Construction - Mitigation	\$ 2,459.48	\$ 15.28	\$ (7.00)	\$ 2,467.76
Fund: 343 - Recreation Construction	\$ 2,459.94	\$ 15.28	\$ (7.00)	\$ 2,468.22
Fund Type: 1.24 - Special Rev Funds - Restrict	\$ 315,895.46	\$ 88,580.38	\$ (51,463.13)	\$ 353,012.71
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 300 - Capital Projects - General	\$ -	\$ -	\$ -	\$ -
Fund: 351 - Rising Sun Project	\$ 67,534.41	\$ 159.82	\$ (9.51)	\$ 67,684.72
Fund: 355 - CDBG Pavement - Culver	\$ (1,041.36)	\$ -	\$ (1.71)	\$ (1,043.07)
Fund: 370 - North Main Street Bike Route	\$ -	\$ -	\$ -	\$ -
Fund: 385 - Roundabout	\$ (130,125.92)	\$ 12.63	\$ (280.48)	\$ (130,393.77)
Fund Type: 1.34 - Capital Projects - Restricted	\$ (63,632.87)	\$ 172.45	\$ (291.70)	\$ (63,752.12)
Fund Type: 2.11 - Enterprise Funds - Unassigned				
Fund: 560 - Sewer	\$ 678,865.46	\$ 98,590.41	\$ (102,987.49)	\$ 674,468.38
Fund: 561 - Sewer Liftstations	\$ 343,454.60	\$ 14,039.76	\$ (10,125.33)	\$ 347,369.03
Fund: 563 - Wastewater Treatment Plant	\$ 373,434.84	\$ 38,531.93	\$ (32.24)	\$ 411,934.53
Fund: 564 - Sewer Connections	\$ 41,080.00	\$ -	\$ -	\$ 41,080.00
Fund: 565 - General Obligation Bond 1978	\$ 2,247.76	\$ -	\$ -	\$ 2,247.76
Fund: 567 - Inflow & Infiltration	\$ 495,017.25	\$ 481.88	\$ -	\$ 495,499.13
Fund Type: 2.11 - Enterprise Funds - Unassigni	\$ 1,934,099.91	\$ 151,643.98	\$ (113,145.06)	\$ 1,972,598.83
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ 384.60	\$ 58,573.97	\$ (58,877.93)	\$ 80.64
Fund Type: 9.0 - CLEARING ACCOUNT	\$ 384.60	\$ 58,573.97	\$ (58,877.93)	\$ 80.64
Grand Totals:	\$ 4,160,671.07	\$ 477,085.56	\$ (325,960.66)	\$ 4,311,795.97

Check Register Report

ITEM 2B

AP Checks - April 2018

Date: 7 of 10
05/09/2018

Time: 2:36 pm

Page: 1

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks							
53449	04/04/2018	Reconciled		1161	49ER WATER SERVICES	FEB 2018 WWTP TESTING	2,510.00
53450	04/04/2018	Reconciled		01460	AMERIPRIDE UNIFORM SERVICE	UNIFORM SVC MAR 2018	712.43
53451	04/04/2018	Reconciled		01500	ANDERSON'S SIERRA	FERTILIZER SUPPLIES	302.79
53452	04/04/2018	Reconciled		02846	BOYLE FUTURE TECHNOLOGY	ENG 37	835.92
53453	04/04/2018	Reconciled		03121	CALIFORNIA BUILDING	BUILDING FEES - Q1 2018	20.70
53454	04/04/2018	Reconciled		04250	DEPARTMENT OF CONSERVATION	Q1 2018 SEISMIC FEES	15.17
53455	04/04/2018	Reconciled		04532	DIVISION OF STATE ARCHITECT	Q1 2018 SB1186 FEES	10.80
53456	04/04/2018	Reconciled		05221	EOSI - ENVIRONMENT OPERATING	WWTP CHEMICALS	5,061.15
53457	04/04/2018	Reconciled		08070	HANSEN BROS. ENTERPRISES	LIONS PARK BARK	52.55
53458	04/04/2018	Reconciled		08170	HILLS FLAT LUMBER CO	STMT 3/25/18	507.80
53459	04/04/2018	Reconciled		08660	HUNT AND SONS, INC.	PW FUEL	470.95
53460	04/04/2018	Reconciled		16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS MAR 2018	6,210.56
53461	04/04/2018	Reconciled		18883	SAC-VAL JANITORIAL SUPPLY	SUPPLIES	99.96
53462	04/04/2018	Reconciled		19396	SIERRA SAFETY COMPANY	STREET SIGNS	68.10
53463	04/04/2018	Reconciled		21560	US BANK CORPORATE PMT SYSTEM	STMT 3/22/18	1,209.18
53464	04/04/2018	Reconciled		22106	VAN GRONINGEN & ASSOCIATES	FIN SVCS MAR 2018	7,275.00
53465	04/04/2018	Reconciled		23450	WINNER CHEVROLET, INC.	PW VEHICLE REPAIR	15.00
53466	04/06/2018	Reconciled		03141	CALPERS	APR 2018 HEALTH PREMIUMS	9,678.10
53467	04/12/2018	Reconciled		01414	ALHAMBRA & SIERRA SPRINGS	CITY HALL/WWTP WATER	95.98
53468	04/12/2018	Reconciled		01448	AMERIGAS - COLFAX	PROPANE	90.93
53469	04/12/2018	Reconciled		02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 4/1/18	375.60
53470	04/12/2018	Reconciled		02846	BOYLE FUTURE TECHNOLOGY	ENG 37 RPR	218.02
53471	04/12/2018	Reconciled		03401	CHOICE BUILDER	MAY 2018 PREMIUMS	660.16
53472	04/12/2018	Reconciled		04234	DE LAGE LANDEN FINANCIAL	APR 2018 COPY MACH MAINT	468.34
53473	04/12/2018	Printed		08070	HANSEN BROS. ENTERPRISES	SOIL FOR PARKS	213.96
53474	04/12/2018	Reconciled		08660	HUNT AND SONS, INC.	FIRE DEPT FUEL	38.06
53475	04/12/2018	Reconciled		10510	JOSEPH SCHWIND	DUMP TRUCK RPR	75.00
53476	04/12/2018	Reconciled		3777	L.N. CURTIS & SONS	VFA GRANT PURCHASE	16,385.65
53477	04/12/2018	Reconciled		16035	PG&E	ELECTRICITY	19,245.19
53478	04/12/2018	Reconciled		16559	PLAZA TIRE AND AUTO SERVICE	PW VEHICLE REPAIR	20.00
53479	04/12/2018	Reconciled		18194	RGS - REGIONAL GOV SERVICES	MAR 2018 PLANNING SVCS	5,600.00
53480	04/12/2018	Reconciled		18400	RIEBES AUTO PARTS	STMT 3/31/18	928.20
53481	04/12/2018	Reconciled		19070	SCORE - SMALL CITIES ORGANIZED	WORKERS COMP Q4 FY 17/18	13,679.18
53482	04/12/2018	Reconciled		01790	SIERRA OFFICE PRODUCTS	OFFICE SUPPLIES	646.63
53483	04/12/2018	Reconciled		20054	TARGET SPECIALTY PRODUCTS	SPRAY	574.60
53484	04/12/2018	Reconciled		22134	VISION QUEST	TECH SUPPORT	1,126.00
53485	04/12/2018	Reconciled		23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	54.90
53486	04/12/2018	Reconciled		23301	WESTERN PLACER WASTE	MAR 2018 SLUDGE REMOVAL	1,045.44
53487	04/18/2018	Reconciled		01766	AT&T MOBILITY	CITY CELL PHONES	735.46
53488	04/18/2018	Reconciled		02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 4/8/18	512.40
53489	04/18/2018	Printed		03430	CITY CLERKS ASSOCIATION	CITY CLERK WORKSHOP	125.00
53490	04/18/2018	Reconciled		03482	CLEAR PATH LAND INVOLVEMENT, GRAINGER	WWTP ANNUAL REPORTING	1,150.00
53491	04/18/2018	Reconciled		07570	HANSEN BROS. ENTERPRISES	WWTP LAB SUPPLIES	20.15
53492	04/18/2018	Printed		08070	HANSEN BROS. ENTERPRISES	COBBLE STONE	794.73
53493	04/18/2018	Reconciled		08660	HUNT AND SONS, INC.	PW FUEL	608.25
53494	04/18/2018	Reconciled		23101	LARRY WALKER ASSOCIATES	NPDES PERMIT ASSISTANCE	850.00
53495	04/18/2018	Printed		19390	MAR-VAL'S SIERRA MARKET	WWTP DISTILLED WATER	5.78
53496	04/18/2018	Reconciled		14356	NORTHERN CALIFORNIA GLOVE	SHOP TOWELS	153.37
53497	04/18/2018	Reconciled		16040A	PITNEY BOWES	POSTAGE MACH TAPES	36.45
53498	04/18/2018	Printed		16142	PLACER COUNTY	ENVELOPES	353.07
53499	04/18/2018	Reconciled		03580	PLACER COUNTY HHS	ANIMAL & FIELD SVCS Q4 17/18	7,722.68

Check Register Report

ITEM 2B

AP Checks - April 2018

Date: 8 of 10
05/09/2018
Time: 2:36 pm
Page: 2

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks							
53500	04/18/2018	Reconciled		16230	PMSI	ASPHALT PATCH	840.57
53501	04/18/2018	Reconciled		18117	RCAC	SEWER RATE STUDY	8,490.34
53502	04/18/2018	Reconciled		18883	SAC-VAL JANITORIAL SUPPLY	CLEANING SUPPLIES	42.58
53503	04/18/2018	Reconciled		19440	SIERRA VISTA CENTER, INC.	EVENT BANNER CONTRIBUTION	50.00
53504	04/18/2018	Printed		19465	SILVERADO AVIONICS INC	FIRE DEPT GRANT PURCHASE	19,516.33
53505	04/18/2018	Reconciled		19591	STANLEY CONVERGENT SECURITY	DEPOT ALARM	603.00
53506	04/18/2018	Reconciled		23169	WAVE BUSINESS SOLUTIONS	INTERNET	159.90
53507	04/18/2018	Printed		23451	WOOD ROGERS	2017 INSTRUMENTATION SURVEY	495.00
53508	04/23/2018	Reconciled		2087	BASIC PACIFIC	FSA PLAN FEES	45.00
53509	04/25/2018	Printed		01448	AMERIGAS - COLFAX	PROPANE	240.02
53510	04/25/2018	Printed		01448	AMERIGAS - COLFAX	PROPANE	122.68
53511	04/25/2018	Printed		01448	AMERIGAS - COLFAX	PROPANE	57.64
53512	04/25/2018	Reconciled		01650	AQUA SIERRA CONTROLS INC.	SCADA INSTALL COMPLETION	12,016.00
53513	04/25/2018	Printed		02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 4/15/18	683.20
53514	04/25/2018	Reconciled		03321	CHANG, LOREEN	PLANNING DEPOSIT REFUND	2,009.55
53515	04/25/2018	Printed		04260	DEPARTMENT OF WATER RESOURCES	WWTP DAM STORAGE FEES	17,526.00
53516	04/25/2018	Printed		06278	FRONTIER COMMUNICATIONS	WWTP PHONE	178.85
53517	04/25/2018	Printed		07570	GRAINGER	WWTP REPLACEMENT BELT	74.82
53518	04/25/2018	Printed		08159	HILL BROTHERS CHEMICAL CO.	WWTP CHEMICALS	1,131.04
53519	04/25/2018	Printed		12180	LAWRENCE & ASSOCIATES INC	NOV 2017 MONITORING	2,834.00
53520	04/25/2018	Printed		12209	LIEBERT CASSIDY WHITMORE	LEGAL MATTER CO036-00005	201.00
53521	04/25/2018	Reconciled		16300	PCWA -PLACER COUNTY	WATER	1,128.24
53522	04/25/2018	Printed		16165	PLACER COUNTY ENVIRONMENTAL	LANDFILL CLOSURE TESTING	728.00
53523	04/25/2018	Reconciled		18121	RCH GROUP, INC.	AUBURN/WHITCOMB HOTEL	13,950.00
53524	04/25/2018	Printed		19320	SOLENIS	WWTP CHEMICALS	1,949.81
53525	04/25/2018	Printed		23169	WAVE BUSINESS SOLUTIONS	PHONE	16.38
53526	04/25/2018	Printed		23169	WAVE BUSINESS SOLUTIONS	PHONE	33.57

Total Checks: 78 **Checks Total (excluding void checks): 194,788.86**

Total Payments: 78 **Bank Total (excluding void checks): 194,788.86**

Total Payments: 78 **Grand Total (excluding void checks): 194,788.86**

DAILY CASH SUMMARY REPORT

ITEM 2B

Page: 10

5/9/2018

4:47 pm

04/01/2018 - 04/30/2018

City of Colfax

		Debit	Credit	Net Chng
04/20/2018	Daily Totals	1,542.65	0.00	1,542.65
Fund: 253 - Gas Taxes		TOTALS: 1,542.65	0.00	1,542.65
Fund: 560 - Sewer				
04/05/2018	Daily Totals	200.00	0.00	200.00
04/06/2018	Daily Totals	61.33	0.00	61.33
Fund: 560 - Sewer		TOTALS: 261.33	0.00	261.33
Fund: 561 - Sewer Liftstations				
04/11/2018	Daily Totals	407.00	0.00	407.00
04/13/2018	Daily Totals	407.00	0.00	407.00
Fund: 561 - Sewer Liftstations		TOTALS: 814.00	0.00	814.00
Fund: 570 - Garbage Fund				
04/16/2018	Daily Totals	11,661.84	0.00	11,661.84
Fund: 570 - Garbage Fund		TOTALS: 11,661.84	0.00	11,661.84
Fund: 572 - Landfill Post Closure Mainten				
04/16/2018	Daily Totals	0.00	0.00	0.00
04/30/2018	Daily Totals	20,452.46	0.00	20,452.46
Fund: 572 - Landfill Post Closure Mainten		TOTALS: 20,452.46	0.00	20,452.46
GRAND TOTALS:		251,268.38	142.56	251,125.82

DAILY CASH SUMMARY REPORT

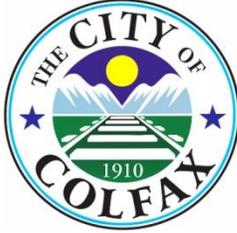
ITEM 2B

04/01/2018 - 04/30/2018

Page: 10
5/9/2018
4:47 pm

City of Colfax

		Debit	Credit	Net Chng	
Fund: 100 - General Fund					
04/02/2018	Daily Totals	1,499.37	0.00	1,499.37	
04/03/2018	Daily Totals	122.25	0.00	122.25	
04/04/2018	Daily Totals	510.00	0.00	510.00	
04/06/2018	Daily Totals	1,004.51	0.00	1,004.51	
04/11/2018	Daily Totals	1,075.75	0.00	1,075.75	
04/13/2018	Daily Totals	17,638.06	0.00	17,638.06	
04/16/2018	Daily Totals	1,700.22	142.56	1,557.66	
04/17/2018	Daily Totals	280.31	0.00	280.31	
04/23/2018	Daily Totals	79,000.01	0.00	79,000.01	
04/25/2018	Daily Totals	734.21	0.00	734.21	
04/26/2018	Daily Totals	818.25	0.00	818.25	
04/27/2018	Daily Totals	3,269.62	0.00	3,269.62	
04/30/2018	Daily Totals	314.71	0.00	314.71	
Fund: 100 - General Fund		TOTALS:	107,967.27	142.56	107,824.71
Fund: 120 - Land Development Fees					
04/06/2018	Daily Totals	6,001.40	0.00	6,001.40	
04/13/2018	Daily Totals	1,100.00	0.00	1,100.00	
04/26/2018	Daily Totals	17,469.00	0.00	17,469.00	
Fund: 120 - Land Development Fees		TOTALS:	24,570.40	0.00	24,570.40
Fund: 218 - Support Law Enforcement					
04/13/2018	Daily Totals	14,308.43	0.00	14,308.43	
Fund: 218 - Support Law Enforcement		TOTALS:	14,308.43	0.00	14,308.43
Fund: 250 - Streets - Roads/Transportation					
04/02/2018	Daily Totals	9,947.00	0.00	9,947.00	
04/05/2018	Daily Totals	90.00	0.00	90.00	
04/25/2018	Daily Totals	59,653.00	0.00	59,653.00	
Fund: 250 - Streets - Roads/Transportation		TOTALS:	69,690.00	0.00	69,690.00
Fund: 253 - Gas Taxes					



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MAY 23, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Wes Heathcock, City Manager
DATE: May 10, 2018
SUBJECT: Sierra Vista Community Center Union Pacific Foundation Grant Application

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Adopt Resolution 35-2018 in support of upgrading the Sierra Vista Community Center heating and cooling systems to meet evacuation center standards via a grant application to the Union Pacific Foundation for the sum of \$25,000.

BACKGROUND AND DISCUSSION:

The City of Colfax received a request from the Sierra Vista Community Center (SVCC) Board of Directors requesting a Resolution of Support for a Union Pacific Foundation grant application. The grant is centered on providing safety improvements to the community. The SVCC is designated as the evacuation center for the community and therefor qualifies for the grant funding. The grant goal is to provide necessary climate control upgrades to the facility to directly benefit the community as an evacuation center which meets required standards.

FINANCIAL AND/OR POLICY IMPLICATIONS:

N/A

ATTACHMENT:

1. Resolution 35-2018

City of Colfax

City Council

Resolution № 35-2018

IN SUPPORT OF UPGRADING THE SIERRA VISTA COMMUNITY
CENTER(SVCC) HEATING AND COOLING SYSTEMS TO MEET EVACUTION
CENTER STANDARDS VIA A GRANT APPLICATION TO THE UNION PACIFIC
FOUNDATION FOR THE SUM OF \$25,000

WHEREAS, the Sierra Vista Community Center (SVCC) serves the Colfax area as the designated evacuation center through the Placer County Office of Emergency Services subcontracted through the Red Cross; and,

WHEREAS, SVCC has ongoing renovations of the 1940 WPA-built former elementary school building with the specific goal of bringing this 5500 square foot complex up to the standards of an evacuation center including use as a cooling center; and,

WHEREAS, SVCC through collaboration with the City of Colfax and the Bianchini Fund has made the following improvements toward that goal:

- Phase III handicap accessible parking, sidewalks and ramps for the C-wing (\$15,000)
- Handicap accessibility to one bathroom for handicap accessibility (\$1,500)
- Flooring for three rooms and two offices (\$8,000)
- Title 24 reflective roof coatings to the C-wing for cooling and roof longevity (\$2,500); and,

WHEREAS, a remaining project toward the goal is the upgrade of the heating system from the 1922 oil-boiler/steam pipe/radiator system to a modern zoned heating system, and the replacement of the old evaporative cooling units with a modern zoned air-conditioning system at an estimated cost of \$25,000, and,

WHEREAS, SVCC is applying to the Union Pacific Foundation “Building Community Local Grants Program” to secure a grant to cover cost of the HVAC improvements.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax supports the grant application for \$25,000 by SVCC to the Union Pacific Foundation for the purpose of completing the work that will allow the C-wing at the Center to be used as a fully functioning evacuation center serving the citizens of the City of Colfax and the surrounding communities.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 23rd day of May, 2018 by the following vote of the Council:

AYES:

NOES:

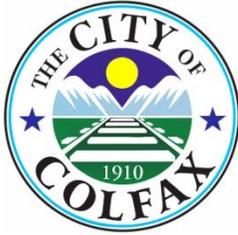
ABSENT:

ABSTAIN:

ATTEST:

Will Stockwin, Mayor

Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MAY 23, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: May 11, 2018
SUBJECT: Annual Review of Administrative Policies and Procedures

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Accept and file annual review of Administrative Policies.

BACKGROUND AND ANALYSIS:

The City Financial Policies and Investment Policy which were both adopted by Resolution No. 29-2014 in October of 2014 stipulate that the policies will be reviewed annually as part of the budget process.

City Staff has reviewed the policies and has no recommended changes at this time.

CONCLUSION:

Staff recommends that City Council accept the annual review of these policies with no amendments.

ATTACHMENTS:

1. Financial Policies dated October 8, 2014
2. Investment Policy dated October 8, 2014

CITY OF COLFAX
ADMINISTRATIVE POLICIES AND PROCEDURES

Subject: Financial Policies
Effective Date: October 8, 2014
Resolution: Resolution №. 29-2014

PURPOSE

The City of Colfax is accountable to the community for the use of public dollars. Municipal resources will be used wisely to ensure adequate funding for the services, public facilities and infrastructure necessary to meet the community's present and future needs.

This policy document establishes a comprehensive set of financial guidelines for the City that will assist elected officials and staff in the development of fiscal management practices and serve as a guideline for operational and strategic decision-making related to financial management of the City.

These policies will be reviewed annually as part of the budget process and amended as necessary to guide the City in maintaining its financial stability.

GOALS AND OBJECTIVES

- Guide the City Council and management policy decisions that have significant fiscal impact
- Maintain and protect City assets and infrastructure
- Employ balanced and fair revenue policies that provide adequate funding for desired programs
- Set forth operating principles that minimize the cost of government services and minimize financial risk
- Promote sound financial management by providing accurate and timely information on the City's financial condition
- Ensure the legal use of financial resources through an effective system of internal controls
- Promote cooperation and coordination with other governments and the private sector in the financing and delivery of services
- Protect the City's credit rating and provide for adequate resources to meet the provision of the City's debt obligations on all municipal debt
- Maintain appropriate financial capacity for present and future needs

PROCEDURES AND GUIDELINES

This document discusses the most important elements of financial management in one comprehensive centralized format and is organized into the following areas of discussion:

- A. Operating Budget
- B. Revenues
- C. Expenditures
- D. Cash Management and Investments
- E. Capital Financing and Debt Management
- F. Fund Accounting and Reserve Fund Policies
- G. Financial Reporting

A. Operating Budget

1. The budget will be adopted by the City Council no later than June 30th of each year.
 - a. The City Manager will develop and present a biennial budget.
 - b. The City should strive to develop a multi-year financial plan that is updated as part of the periodic budget process.
2. A calendar of events related to budget development will be presented to City Council by April 1st of each year.
 - a. Scheduled activities will encourage early involvement with the City Council and the public.
3. A balanced provisional budget will be presented to City Council for review and adoption with total projected expenditures not exceeding total estimated revenues.
 - a. The budget will be developed in a way that facilitates public study and effectively communicates key economic and fiscal issues to City Council and the public.
 - b. Actual revenues, expenditures, reserve balances and fund balances for the prior fiscal year and estimates for the current year will be provided.
 - c. Forecasts require clearly stated assumptions. Estimations should be conservative but reasonable.
 - d. The City budget must comply with the annual determination of the City's appropriations limit calculated in accordance with Article XIII B of the Constitution of the State of California and must adopt an annual resolution to this effect.
 - e. One-time revenue sources are not to be relied upon to fund ongoing operations.
 - f. Should it be necessary, City Council may approve a planned use of accumulated fund balances in prior years for inclusion in the budget.
 - g. A multi-year capital improvement plan should be developed so that project priorities and debt capacity can be analyzed.
4. The Finance Department will maintain a system for monitoring the City's budget performance.
 - a. The City Manager will provide the City Council with a mid-year review of the City's financial activities. The review will be presented in February and compare annual budget projections with actual results.

B. Revenues

1. The City will strive to maintain a diversified and stable revenue base to minimize the impact of economic fluctuation.
 - a. Revenue forecasts shall be realistically estimated and based on the best information available. The City will follow a vigorous policy of collecting revenues.
 - b. Trends analyzing the dependence on distinct revenue sources shall be included in the budget documents for consideration by the City Council.
2. The City will seek out, apply for, and effectively administer federal, state, and other grants that address the City's current operating and capital priorities.
 - a. All potential grants will be carefully examined for matching requirements.
 - b. Grants may be rejected if programs must be continued with local resources after grant funds are exhausted.
3. The City shall develop and maintain a comprehensive list of various fees and charges.
 - a. The City should strive to cover the full cost of providing non-tax and discretionary fee-based service operations except to the extent that City Council approves defined subsidy levels by program area.
 - b. Enterprise funds will have revenues sufficient to meet all cash operating expenses, capital expenses, approved cash reserves and any debt service.
 - c. Rate studies should be conducted periodically (three to five years) to ensure the proper balance of costs and service charges.
4. Economic downturns and gaps in cash flow will be addressed as soon as recognized.
 - a. Council may approve inter-fund loans to address short term downturns in revenues or temporary gaps in cash flow.
 - b. Deficit financing and borrowing to support on-going operations is not the policy of the City as a response to long-term revenue shortfalls
 - i. Revenue forecast will be revised and expenses will be reduced to conform to the revised long-term forecast
 - ii. Revenue increases will be considered as appropriate.
5. The City will review contracts and leases, which result in revenues to the City on a timely basis in order to provide for careful evaluation by the City Council.

C. Expenditures

1. The City will propose operating expenditures, which can be supported from ongoing revenues.
 - a. Before the City undertakes any agreements that would create fixed on-going expenses, the cost implications of such agreements will be fully determined for current and future years.
 - b. The City will invest in technology and other efficiency tools to maximize productivity
 - c. The City will hire additional staff only after the need of such positions has been demonstrated and documented.
 - d. The City will strive to pay competitive market level compensation to its employees.
 - e. All compensation planning and collective bargaining will focus on the total cost of compensation, which includes salary, health care benefits, paid leave, pension contribution and other benefits.

2. The City will maintain expenditure categories according to state statute and administrative regulation.
3. Costs of service will be budgeted and charged to the fund performing the service. Cost allocation methodology will be reviewed and approved in the annual budgeting process.

D. Cash Management and Investments

1. The City's investment policy will be reviewed annually as part of the budget process.
2. The responsibility of investing City funds rests with the City Manager and Finance Director who are to exercise due diligence to adhere to the investment policy. Quarterly (or more frequent) reports will be provided to City Council presenting a summary of the portfolio status and compliance with the conditions set forth in the investment policy.
3. Investments shall be made in conformance with the City's investment policy with the primary objectives of:
 - a. Preservation of Capital and protection of Principal
 - b. Maintenance of sufficient liquidity to meet operating needs
 - c. Security of City Funds and investments
 - d. Maximization of return on the portfolio

E. Capital Financing and Debt Management

1. The City will seek to maintain a high credit rating through sound financial practices as a basis for minimizing borrowing costs.
2. Major capital improvement projects will be funded using the most financially prudent method available.
 - a. The City will make every effort to use pay-as-you-go financing for capital improvement projects. Debt financing for a project can be used if the overall project cost exceeds anticipated available resources and/or if the cost of financing is favorable as compared to the use of City investment holdings over the financing term.
3. The City will monitor all forms of debt annually in conjunction with the budget preparation process and report concerns and remedies, if necessary, to City Council. The City will diligently monitor its compliance with bond covenants.
4. The City will not issue long-term debt to finance current operations. Debt financing should only be used for long-term capital improvement projects with a useful life exceeding the term of the financing and for which the project revenues or specific identified revenue sources are sufficient to service the long term debt.
5. The City will use a lease-purchase method of financing for equipment if the lease rates are more favorable than the City's expected overall investment rate of return.

F. Fund Accounting and Reserve Fund Policies

1. The City will use Governmental Accounting Standards Board (GASB) definitions of fund balance for the annual financial reports (audits) and for all other financial reporting.
2. Fund Descriptions are as follows:
 - a. Governmental Funds

- i. General Fund – The General Fund is the primary operating fund of the City. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.
 - ii. Special Revenue Funds – Used to account for revenues derived from specific taxes or other earmarked revenue sources. They are usually required by statute or other local ordinance to finance particular governmental functions or activities.
 - iii. Capital Projects Funds – Used to account for and report financial resources that are restricted, committed or assigned to expenditures for capital outlays
 - iv. Debt Service Funds – Used to account for and report financial resources that are restricted, committed or assigned to expenditure for principal and interest, even if it is being accumulated for future year’s payments.
 - b. Business Activity Funds
 - i. Enterprise Funds (Sewer) – Used to account for the operations of self-supporting governmental activities that render services or goods to the public.
 - 1. The intent of the City is that the costs of providing goods and services to the general public on a continuing basis be financed and recovered primarily through user charges.
3. The City will maintain Reserve Fund Balances in an effort to stabilize the City’s fiscal base for unpredictable fluctuations in major revenues, protect against reducing service levels or raising taxes and fees due to revenue shortfalls or unpredicted one-time expenditures, and provide for innovative opportunities for the betterment of the community.
- a. General Fund Revenue Reserve – The City’s fiscal goal is to maintain annual expenditure increases at a sustainable growth rate, and to limit expenditures to anticipated revenue in order to maintain a balanced budget. The City target is to maintain an unrestricted fund balance of 25% of annual operating expenditures for the fiscal year. This target will:
 - i. Provide liquidity necessary to accommodate the City’s uneven cash flow, which is inherent in its periodic tax collection schedule.
 - ii. Provide approximately three (3) months of operating expenses,
 - iii. Adhere to Government Finance Officers Association (GFOA) recommendation that a minimum General Fund unrestricted fund balance to be maintained of no less than either two (2) months of regular operating revenues or expenditures.
 - iv. Provide liquidity to respond to contingent liabilities.
 - b. Sewer Revenue Reserve – The City target is to maintain a fund balance reserve of 17% of annual operating expenditures for the fiscal year. This target will:
 - i. Provide approximately two (2) months of operating expenses which is the same as the bi-monthly billing cycle.
 - c. General or Sewer Fund revenues remaining at the end of the City’s fiscal year, unless encumbered, will be allocated to the revenue reserves.
 - i. Additional reserve funds may be established by the City Council based on recommendation of the City Manager such as:
 - 1. Capital Improvement Reserve
 - 2. Equipment Reserves
 - 3. Community Fund Reserve
 - d. City Council action is required for appropriation of reserves (except replacement reserves).

G. Financial Reporting

1. The City's accounting and financial reports are to be maintained in conformance with Generally Accepted Accounting Practices (GAAP) as applied to governmental units.
2. An annual financial audit will be performed by an independent public accounting firm familiar with municipal government activities. The independent auditor will issue an audit opinion and will present the audit report and discuss audit findings to the City Council. The City encourages the rotation of audit service providers on a periodic basis.
3. A fiscal impact statement will be provided in each staff report submitted to the City Council as part of the City Council agenda process.
4. The City has established Capitalization thresholds as follows:
 - a. Land purchases at any value
 - b. Equipment - \$5,000
 - c. Buildings and facility improvements - \$25,000
 - d. Infrastructure - \$100,000
5. All grants and other federal and state funds shall be managed to comply with the laws, regulations, and guidance of the grantor.

CITY OF COLFAX
ADMINISTRATIVE POLICIES AND PROCEDURES

Subject: Investment Policy
Effective Date: October 8, 2014
Resolution: Resolution No. 29-2014

SCOPE AND AUTHORITY

The purpose of this policy is to establish a prudent and systematic Investment Policy, and to organize and formalize investment-related activities.

The City's Investment Policy is authorized under the California Government Code, section 53600, et, seq.as it applies to the investment of public funds.

It is intended that this policy cover all funds and investment activities under the direct authority of the City of Colfax. Investments authorized by Fiscal Agents pursuant to bonded debt are controlled by the terms and conditions of the specific bond, and may not necessarily coincide with the Investment Policy outlined herein. Investments must conform to Government Code Section 53600.5 concerning safekeeping of purchased securities by financial advisers, fiscal agent, or consultants. Wherever practical, investments made by a Fiscal Agent on behalf of the City will be consistent with this Policy.

INVESTMENT OBJECTIVES

Safety – It is the primary duty and responsibility of the City Staff to protect, preserve and maintain cash and investments on behalf of the citizens of Colfax.

Liquidity – An adequate percentage of the City's investment portfolio should be maintained in liquid short-term securities which can be converted to cash if necessary to meet disbursement requirements. Since all cash requirements cannot be anticipated, investments in securities with active secondary or resale markets is highly recommended. Emphasis should be on marketable securities with low sensitivity to market risk.

Yield – Yield should become a consideration only after the basic requirements of safety and liquidity have been met.

- A. The overall yield should be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and State and local laws, ordinances or resolutions that restrict investments.

Public Trust – All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

Diversification – The investment portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.

- A. In a diversified portfolio it must be recognized that occasional measured losses are inevitable, and must be considered within the context of the overall portfolio's investment return, provided that adequate diversification has been implemented.

Prudence – The City adheres to the "prudent person rule" which obligates a fiduciary to insure that: "...investments shall be made with the exercise of that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment considering the probable safety of their capital as well as the probable income to be derived."

INVESTMENT STRATEGY

The most effective method of increasing investment yields without sacrificing safety is to extend the investment horizon commensurate with the City's cash requirements. To that end, improved cash forecasting and management is the preferred investment strategy for the City.

- A. Cash management activities include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and a short-term borrowing program, when needed, that coordinates working capital requirements and investment opportunity.

ALLOWABLE INVESTMENT INSTRUMENTS

The Government Code, Sections 53601, 53601.1 and 53635 shall govern the City's allowable investments, and the length of those investments, unless specifically limited by this policy. Although the maximum maturity for any deposit or investment is five years, most investments should be for no longer than 2-3 years. All investments of City funds shall be made in accordance with California Government Code Sections 53601, et seq. and 53635 et seq., or in accordance with California Government Code 16429.1 authorizing investments into the State Local Agency Investment Fund (LAIF). Investments will be authorized by the City Manager, City Treasurer, Finance Director or Mayor only.

REPORTING REQUIRMENTS

City staff shall submit a quarterly investment report to the City Council. The report must be submitted to the City Manager for the agenda within 30 days following the end of the month covered by the report, and is required under Government Code Section 53646. Such report shall include at least the following information:

- Types of investments;
- Name of the institution in which funds are invested or deposited;
- Date of maturity, if applicable;
- Par and dollar amount investment for all securities;
- Percent distribution of each type of investment or deposit; current market value as of the date of the report, including source of the valuation except those under LAIF;
- Rate of interest;

- Average weighted yield of all investments;
- A statement relating the report to the City's Investment Policy; and
- A statement that there are sufficient funds to meet the City's next six months' financial obligations.

Staff shall also submit the above information annually to the external auditors.

Periodic reports shall be prepared as required by circumstances or as directed by Council. Such circumstances include, but are not limited to, notification that any City investment may be in jeopardy or a sudden and significant drop in the current market value of any City investment.

INTERNAL CONTROLS AND GENERAL GUIDELINES

A system of internal control shall be implemented to prevent losses of public funds arising from fraud, employee error, misrepresentation of third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City.

Controls deemed most important include:

- The control of collusion and separation of duties;
- Custodial safekeeping of funds invested or on deposit;
- Minimizing the number of authorized Investment Officers; and
- Written documentation of procedures and transactions.

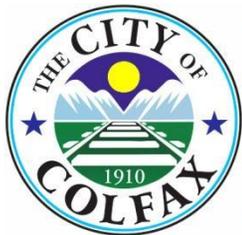
In selecting financial institutions for the deposit or investment of City funds, the City shall consider the credit-worthiness of the institution. Such credit-worthiness shall be monitored on a regular basis throughout the period in which City funds are deposited or invested.

- A. Any deposit or investment of funds shall be in writing, signed by the City and the authorized representative of the institution.
- B. All transfers must be made by authorized personnel and properly logged and documented.

City staff shall encourage peer review of the City's investments and investment practices. In addition, the City's cash management and investment practices shall be included in any outside financial audit of the City.

An annual Cash Flow Forecast may be prepared by the City, and would be used to assist in the development of the annual operating budget for the City.

This Investment Policy shall be reviewed by the City Council on an annual basis as part of the budget process.



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MAY 23, 2018 REGULAR COUNCIL MEETING

FROM: Alfred A. “Mick” Cabral, City Attorney
PREPARED BY: City Attorney
DATE: May 23, 2018
SUBJECT: Introduction and First Reading of an Ordinance of the City of Colfax Adopting Colfax Municipal Code Chapter 5.14 Establishing A Cannabis Business Tax.

X	N/A	FUNDED	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Introduce the proposed ordinance by title only, waive the first reading and continue for a second reading, public hearing and possible adoption at the June 13, 2018 regular meeting

BACKGROUND AND SUMMARY:

On February 28, 2018, the City Council adopted Ordinance 536 which added Chapter 5.32 to the Colfax Municipal Code and established comprehensive commercial cannabis regulations. Ordinance 536 allows two categories of retail cannabis licenses which may be approved by the City Council after an extensive application and review process.

Ordinance 536 did not establish specific fees or taxes but contemplated that fees and taxes would be established. A fee schedule was adopted by Resolution 13-2018 on February 28, 2018. The proposed ordinance, if adopted and approved by the voters at the November 6, 2018 election, will establish a cannabis business tax.

California Government Code §§ 37101 and 37100.5 authorize the City to establish a license tax upon every kind of lawful business transacted in the City. Any license tax the City establishes is subject to approval pursuant to California Constitution Article XIII A (Proposition 13).

The proposed ordinance will establish the following initial annual tax rates on commercial cannabis businesses operating in Colfax: (1) \$7.00 per square foot on cultivation that uses exclusively artificial lighting; (2) \$4.00 per square foot on cultivation that uses a combination of natural and artificial lighting; (3) \$2.00 per square foot on cultivation that uses no artificial lighting; (4) \$1.00 per square foot for any nursery; (5) 1% of gross receipts on testing laboratories; (6) 4% of gross receipts on gross receipts of retail cannabis sales; (7) 2% of gross receipts on cannabis distribution; and (8) 2.5% on cannabis manufacturing, processing, microbusiness and other types of cannabis businesses.

The proposed ordinance establishes the following maximum tax rates on commercial cannabis businesses operating in Colfax: (1) \$10.00 per square foot on cultivation that uses exclusively artificial lighting; (2) \$7.00 per square foot on cultivation that uses a combination of natural and artificial lighting; (3) \$4.00 per square foot on cultivation that uses no artificial lighting; (4) \$2.00 per square foot for any nursery; (5) 2.5% of gross receipts on testing laboratories; (6) 6% of gross receipts on gross receipts of retail cannabis sales; (7)

3% of gross receipts on cannabis distribution; and (8) 4% on cannabis manufacturing, processing, microbusiness and other types of cannabis businesses.

The maximum tax rate for cannabis business taxes based on square footage will increase by the annual change in the Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-Hayward area. This area typically has the greatest increase so using it will probably maximize the amount of cannabis business taxes the City can collect.

The proposed ordinance also provides that the actual cannabis business tax rates can be set by Council resolution so long as the maximum tax rate, as adjusted by the annual CPI, is not exceeded.

The proposed ordinance contains extensive reporting, enforcement and penalty provisions. The initial penalty is 10% of the tax due plus interest at the rate of 1% per month. Taxes that are more than one-month delinquent carry penalties of 25% of the amount of the tax due plus interest at the rate of 1% per month. All cannabis taxes can become a lien against the property upon which the cannabis business is operated whether or not the property owner is also the owner or operator of the cannabis business that owes the tax. The City's tax administrator will have the authority to revoke any permit for a cannabis-related business for failure to timely pay taxes. Violators can also be subject to criminal misdemeanor prosecution.

The proposed ordinance contains remedial provisions to make sure that the City collects no more taxes than it is owed. Individuals and entities subject to the cannabis business tax may appeal any tax determination to the City Council.

Although California has conditionally legalized medicinal and adult-use cannabis and taxation of cannabis business activities, cannabis is still illegal under the federal Controlled Substances Act ("CSA": 21 USC §811). Legally permitted and licensed commercial cannabis facilities remain subject to prosecution under the CSA. It is not clear whether or how federal enforcement of the CSA will affect the City's ability to collect taxes on cannabis-related businesses.

Although the City Council has the authority under California law to adopt the proposed ordinance, the proposed tax must be submitted to the voters for approval before it can take effect. A ballot measure will be submitted to the City's electorate at the November 6, 2018 election. The ordinance proposes a general tax so it will need more than 50% approval to become effective.

Staff is available to answer any questions or provide additional information.

ATTACHMENTS:

- a. Proposed Ordinance

CITY OF COLFAX

ORDINANCE NO. 537

AN ORDINANCE OF THE CITY OF COLFAX, CALIFORNIA ADDING CHAPTER 5.14 (CANNABIS BUSINESS TAX) TO TITLE 5 OF THE COLFAX MUNICIPAL CODE

The City Council of the City of Colfax does ordain as follows:

Section 1:

Colfax Municipal Code Chapter 5.14 is hereby added to the Colfax Municipal Code in the form and substance contained in the Ordinance attached hereto as Exhibit A which is incorporated herein by this reference.

Section 2. Superceding Provisions

The provisions of this Ordinance and any resolution adopted pursuant hereto shall supersede and repeal any previous Ordinance or resolution to the extent the same is in conflict herewith.

Section 3. Severability

If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by the final judgment of any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision; and such holding shall not affect the validity of the remaining portions hereof.

Section 4. California Environmental Quality Act Findings

The City of Colfax finds that, if the provisions of the California Environmental Quality Act, Public Resources Code §21000 et seq (hereinafter "CEQA") apply, the title of this ordinance would constitute a brief description of the "Project" as required by Section 15062(a)(1) of the Guidelines for Implementation of the California Environmental Quality Act published by the State of California Office of Planning and Research (the "CEQA Guidelines").

FINDING OF NO PROJECT

The City of Colfax finds that adoption of this ordinance does not constitute a "Project" as that term is defined by or used in CEQA, the CEQA Guidelines or any court or attorney general opinion construing the same. Accordingly, the City of Colfax finds that the provisions of CEQA and the CEQA Guidelines are not applicable to said action.

FINDING OF EXEMPTION

In the event that it is found that the said action constitutes a "Project" as defined by or used in CEQA or the CEQA Guidelines, which finding would be contrary to the City's opinion of its action, the City of Colfax hereby finds that said action is exempt from compliance with CEQA and the CEQA Guidelines, for the following reasons: The action falls within the exemptions provided by Senate Bill 94, and within the "common sense" CEQA exemption provided in 14

CCR 15061(b)(3) in that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment, the action is not subject to CEQA. CEQA Guidelines, Section 15061(b)(3). It can be seen with certainty that adoption of this ordinance and its provisions cannot possibly have a significant effect on the environment.

Section 5. Effective Date

This Ordinance, and all of its provisions, shall take effect only if approved at the November 6, 2018 General Election by not less than a 50% vote. If 50% of those electors voting on this Ordinance vote in favor of the same, it shall be adopted upon a declaration of the result of such ballot by the City Council and within 15 days thereafter, it shall be published or posted in accordance with Section 36933 of the Government Code of the State of California with the names of those City Council members voting for and against it.

The foregoing Ordinance was introduced at a duly held regular meeting of the City Council of the City of Colfax held on the 23th day of May 2018, and passed subject to approval at the November 6, 2018 election as provided above, at a duly held regular meeting of the City Council held on the 13th day of June, 2018, by the following vote:

- AYES:
- NOES:
- ABSENT:

Will Stockwin, Mayor

APPROVED AS TO FORM:

ATTEST:

Alfred Cabral
City Attorney

Lorraine Cassidy
City Clerk

Exhibit A**ORDINANCE NO. 537****AN ORDINANCE OF THE CITY OF COLFAX, CALIFORNIA ADDING CHAPTER 5.14 (CANNABIS BUSINESS TAX) TO TITLE 5 OF THE COLFAX MUNICIPAL CODE****THE CITY COUNCIL OF THE CITY OF COLFAX DOES ORDAIN AS FOLLOWS:**

SECTION 1. CODE AMENDMENT. Chapter 5.14 of Title 5 of the Colfax Municipal Code to read as follows:

**CHAPTER 5.14
CANNABIS BUSINESS TAX****Sections:**

5.14.010	Title.
5.14.020	Authority and Purpose.
5.14.030	Intent.
5.14.040	Definitions.
5.14.050	Tax imposed.
5.14.060	Reporting and remittance of tax.
5.14.070	Payments and communications – timely remittance.
5.14.080	Payment – when taxes deemed delinquent.
5.14.090	Notice not required by City.
5.14.100	Penalties and interest.
5.14.110	Refunds and credits.
5.14.120	Refunds and procedures.
5.14.130	Personal cultivation not taxed.
5.14.140	Administration of the tax.
5.14.150	Appeal procedure.
5.14.160	Enforcement –action to collect.
5.14.170	Apportionment.
5.14.180	Constitutionality and legality.
5.14.190	Audit and examination of premises and records.
5.14.200	Other licenses, permits, taxes or charges.
5.14.210	Payment of tax does not authorize unlawful business.
5.14.220	Deficiency determinations.
5.14.230	Failure to report – nonpayment, fraud.
5.14.240	Tax assessment –notice requirements.
5.14.250	Tax assessment – hearing, application, and determination.
5.14.260	Relief from taxes-disaster relief.
5.14.270	Conviction for violation – taxes not waived.
5.14.280	Violation deemed misdemeanor.
5.14.290	Severability.
5.14.300	Remedies cumulative.
5.14.310	Amendment or repeal.

5.14.010 Title.

This ordinance shall be known as the Cannabis Business Tax Ordinance.

5.14.020 Authority and Purpose.

The purpose of this Ordinance is to adopt a tax for revenue purposes pursuant to Sections 37101 and 37100.5 of the California Government Code upon Cannabis Businesses that engage in business in the City of Colfax. The Cannabis Business Tax is levied based upon business gross receipts and square footage of plant canopy. It is not a sales and use tax, a tax upon income, or a tax upon real property.

The Cannabis Business Tax is a general tax enacted solely for general governmental purposes of the City of Colfax and not for specific purposes. All of the proceeds from the tax imposed by this Chapter shall be placed in the City's general fund and be available for any legal municipal purpose.

5.14.030 Intent.

The intent of this Ordinance is to levy a tax on all Cannabis Businesses that operate in the City regardless of legality of such business at the time this Ordinance was adopted. Nothing in this Ordinance shall be interpreted to authorize or permit any business activity that would not otherwise be legal or permissible under laws applicable to the activity at the time the activity is undertaken.

5.14.040 Definitions.

The following words and phrases shall have the meanings set forth below when used in this Chapter:

A. "Business" shall include all activities engaged in or caused to be engaged in within the City including any commercial or industrial enterprise, trade, profession, occupation, vocation, calling, or livelihood, whether or not carried on for gain or profit, but shall not include the services rendered by an employee to his or her employer.

B. "Canopy" means all areas occupied by any portion of a cannabis plant whether contiguous or noncontiguous on any one site. When plants occupy multiple horizontal planes (as when plants are placed on shelving above other plants) each plane shall be counted as a separate canopy area.

C. "Cannabis" means all parts of a plant of *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" also means marijuana as defined by Section 11018 of the California Health and Safety Code and is not limited to medical cannabis.

D. “Cannabis Product” means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, an edible product, or a topical product. “Cannabis product” also means marijuana products as defined by Section 11018.1 of the California Health and Safety Code and is not limited to medical cannabis products.

E. “Cannabis Business” means any business activity involving cannabis, including but not limited to cultivating, transporting, distributing, manufacturing, compounding, converting, processing, preparing, storing, packaging, delivering, testing, dispensing, retailing and wholesaling of cannabis, of cannabis products or of ancillary products and accessories, whether or not carried on for gain or profit.

F. “Cannabis Business Tax” or “Business Tax,” means the tax due pursuant to this Chapter for engaging in cannabis business in the City.

G. “Commercial Cannabis Cultivation” means cultivation in the course of conducting a cannabis business.

H. “City Permit” means a permit issued by the City to a person to authorize that person to operate or engage in a cannabis business.

I. “Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis and includes, but is not limited to, the operation of a nursery.

J. “Employee” means each and every person engaged in the operation or conduct of any business, whether as owner, member of the owner's family, partner, associate, agent, manager or solicitor, and each and every other person employed or working in such business for a wage, salary, commission, barter or any other form of compensation.

K. “Engaged in Business as a Cannabis Business” means the commencing, conducting, operating, managing or carrying on of a cannabis business, whether done as owner, or by means of an officer, agent, manager, employee, or otherwise, whether operating from a fixed location in the City or coming into the City from an outside location to engage in such activities. A person shall be deemed engaged in business within the City if:

1. Such person or person’s employee maintains a fixed place of business within the City for the benefit or partial benefit of such person;
2. Such person or person’s employee owns or leases real property within the City for business purposes;
3. Such person or person’s employee regularly maintains a stock of tangible personal property in the City for sale in the ordinary course of business;
4. Such person or person’s employee regularly conducts solicitation of business within the City; or
5. Such person or person’s employee performs work or renders services in the City.

The foregoing specified activities shall not be a limitation on the meaning of “engaged in business.”

L. “Evidence of Doing Business” means evidence such as, without limitation, use of signs, circulars, cards or any other advertising media, including the use of internet or telephone solicitation, or representation to a government agency or to the public that such person is engaged in a cannabis business in the City including but not limited to purchasing, renting or leasing premise, or obtaining a business license, or any other indication of operating a business within the City limits.

M. “Calendar Year” means January 1 through December 31 of the ? calendar year.

N. “Gross Receipts,” except as otherwise specifically provided, means, whether designated a sales price, royalty, rent, commission, dividend, or other designation, the total amount (including all receipts, cash, credits, services and property of any kind or nature) received or payable for sales of goods, wares or merchandise or for the performance of any act or service of any nature for which a charge is made or credit allowed (whether such service, act or employment is done as part of or in connection with the sale of goods, wares, merchandise or not), without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, losses or any other expense whatsoever. However, the following shall be excluded from Gross Receipts:

1. Cash discounts where allowed and taken on sales;
2. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;
3. Such part of the sale price of any property returned by purchasers to the seller as refunded by the seller by way of cash or credit allowances or return of refundable deposits previously included in gross receipts;
4. Receipts derived from the occasional sale of used, obsolete or surplus trade fixtures, machinery or other equipment used by the taxpayer in the regular course of the taxpayer's business;
5. Cash value of sales, trades or transactions between departments or units of the same business;
6. Whenever there are included within the gross receipts amounts which reflect sales for which credit is extended and such amount proves uncollectible in a subsequent year, those amounts may be excluded from the gross receipts in the year they prove to be uncollectible; provided, however, if the whole or portion of such amounts excluded as uncollectible are subsequently collected they shall be included in the amount of gross receipts for the period in which they are collected;
7. Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded when in excess of one dollar;
8. Amounts collected for others where the business is acting as an agent or trustee and to the extent that such amounts are paid to those for whom collected. These agents or trustees must provide the City’s Finance Department with the names and the addresses of the others and the amounts paid to them. This exclusion shall not apply to any fees, percentages, or other payments retained by the agent or trustees.
9. Retail sales of t-shirts, sweaters, hats, stickers, key chains, bags, books, posters or other personal tangible property which the Tax Administrator has excluded in writing by issuing an administrative ruling per Section 5.14.140 shall not be subject to the

cannabis business tax under this chapter. However, any business activities not subject to this Chapter as a result of the administrative ruling shall be subject to the appropriate business tax provisions of Chapter 5.04 or any other Chapter or Title as determined by the Tax Administrator.

O. “Lighting” means a source of light that is primarily used for promoting the biological process of plant growth. Lighting does not include sources of light that primarily exist for the safety or convenience of staff or visitors to the facility, such as emergency lighting, walkway lighting, or light admitted via small skylights, windows or ventilation openings.

P. “Nursery” means a facility or part of a facility that is used only for producing clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of cannabis.

Q. “Person” means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, whether organized as a nonprofit or for-profit entity, and includes the plural as well as the singular number.

R. “Sale” means and includes any sale, exchange, or barter.

S. “State” means the State of California.

T. “State License,” “license,” or “registration” means a state license issued pursuant to California Business & Professions Code Sections 19300, *et seq.* or other applicable state law.

U. “Tax Administrator” means the Finance Director of the City of Colfax or his or her designee.

V. “Testing Laboratory” means a cannabis business that (i) offers or performs tests of cannabis or cannabis products, (ii) offers no service other than such tests, (iii) sells no products, excepting only testing supplies and materials, (iv) is accredited by an accrediting body that is independent from all other persons involved in the cannabis industry in the state and (v) is registered with the State Department of Public Health.

5.14.050 Tax imposed.

A. Beginning January 1, 2019, there is imposed upon each person who is engaged in business as a cannabis business a cannabis business tax. Such tax is payable regardless of whether the business has been issued a permit to operate lawfully in the City or is operating unlawfully. The City’s acceptance of a cannabis business tax payment from a cannabis business operating illegally will not constitute the City’s approval or consent to such illegal operations. All taxes required to be paid pursuant to this Chapter shall constitute a lien upon each lot or parcel of land upon which the cannabis business which owes the cannabis business tax is located or operated, whether or not the cannabis business owner or operator also owns or has an ownership interest in such lot or parcel of land.

B. The initial rate of the cannabis business tax shall be as follows:

1. For every person who is engaged in commercial cannabis cultivation in the City:
 - a. Seven dollars (\$7.00) annually per square foot of canopy space in a facility that uses exclusively artificial lighting.
 - b. Four dollars (\$4.00) annually per square foot of canopy space in a facility that uses a combination of natural and supplemental artificial lighting.
 - c. Two dollars (\$2.00) annually per square foot of canopy space in a facility that uses no artificial lighting.
 - d. One dollar (\$1.00) annually per square foot of canopy space for any nursery.

C. For purposes of this subdivision, the square feet of canopy space for a business shall be rebuttably presumed to be the maximum square footage of canopy allowed by the business's City permit for commercial cannabis cultivation, or, in the absence of a City permit, the square footage shall be the maximum square footage of canopy for commercial cannabis cultivation allowed by the state license type. Should a City permit be issued to a business which cultivates only for certain months of the year, the City shall prorate the tax as to sufficiently reflect the period in which cultivation is occurring at the business. In no case shall canopy square footage which is authorized by the City commercial cannabis permit but not utilized for cultivation be deducted for the purpose of determining the tax for cultivation, unless the Tax Administrator is informed in writing and authorizes such reduction for the purpose of relief from the tax prior to the period for which the space will not be used,.

1. For every person who engages in the operation of a testing laboratory: one percent (1%) of gross receipts.
2. For every person who engages in the retail sales of cannabis as a retailer (dispensary) or non-store front retailer (delivery) or microbusiness (retail sales): four percent (4%) of gross receipts.
3. For every person who engages in a cannabis distribution business: two percent (2%) of gross receipts.
4. For every person who engages in a cannabis manufacturing, processing, or microbusiness (non-retail), or any other type of cannabis business not described in Section (C) (1), (2), (3) or (4): two and half percent (2.5%) of gross receipts.

D. The City Council may, by resolution or ordinance, adjust the rate of the cannabis business tax. However, in no event may the City Council set any adjusted rate that exceeds the maximum rate calculated pursuant to Subdivision (E) of this Section for the date on which the adjusted rate will commence.

E. The maximum rate shall be calculated as follows:

1. For every person who is engaged in commercial cannabis cultivation in the City:
 - a. Through January 1, 2021, the maximum rate shall be:
 - i. Ten dollars (\$10.00) annually per square foot of canopy space in a facility that uses exclusively artificial lighting.

- ii. Seven dollars (\$7.00) annually per square foot of canopy space in a facility that uses a combination of natural and supplemental artificial lighting.
 - iii. Four dollars (\$4.00) annually per square foot of canopy space in a facility that uses no artificial lighting.
 - iv. Two dollars (\$2.00) annually per square foot of canopy space for any nursery.
 - b. On January 1, 2022 and on each January 1 thereafter, the maximum annual tax rate per square foot of each type of canopy space shall increase by the percentage change between January of the calendar year prior to such increase and January of the calendar year of the increase in the Consumer Price Index (“CPI”) for all urban consumers in the San Francisco-Oakland-Hayward area as published by the United States Government Bureau of Labor Statistics. However, no CPI adjustment resulting in a decrease of any tax imposed by this subsection shall be made.
2. For every person who engages in the operation of a testing laboratory, the maximum tax rate shall not exceed two and a half percent (2.5%) of gross receipts.
3. For every person who engages in the retail sales of cannabis as a retailer (dispensary) or non-store front retailer (delivery business), or microbusiness (retail sales activity) the maximum tax rate shall not exceed six percent (6%) of gross receipts.
4. For every person who engages in a cannabis distribution business, the maximum tax rate shall not exceed three percent (3%) of gross receipts.
5. For every person who engages in a cannabis manufacturing, processing, or microbusiness (non-retail activity) or any other type of cannabis business not described in Section (C) (1), (2), (3) or (4), the maximum tax rate shall not exceed four percent (4%) of gross receipts.

5.14.060 Reporting and remittance of tax.

A. The cannabis business tax imposed by this Chapter shall be paid, in arrears, on a quarterly basis. For commercial cannabis cultivation, the tax due for each calendar quarter shall be based on the square footage of the business’s canopy space during the quarter and the rate shall be twenty-five percent (25%) of the applicable annual rate. For all other cannabis businesses activities, the tax due for each calendar quarter shall be based on the gross receipts for the quarter.

B. Each person owing cannabis business tax for a calendar quarter shall, no later than the last day of the month following the close of the calendar quarter, file with the Tax Administrator a statement of the tax owed for that calendar quarter and the basis for calculating that tax. The Tax Administrator may require that the statement be submitted on a form prescribed by the Tax Administrator. The tax for each calendar quarter shall be due and payable on that same date that the statement for the calendar quarter is due.

C. Upon cessation of a cannabis business, tax statements and payments shall be immediately due for all calendar quarters up to the calendar quarter during which cessation occurred.

D. The Tax Administrator may, at his or her discretion, establish shorter report and payment periods for any taxpayer as the Tax Administrator deems necessary to ensure collection of the tax. The Tax Administrator may also require that a deposit, to be applied against the taxes for a calendar quarter, be made by a taxpayer at the beginning of that calendar quarter. In no event shall the deposit required by the Tax Administrator exceed the tax amount he or she projects will be owed by the taxpayer for the calendar quarter. The Tax Administrator may require that a taxpayer make payments via a cashier's check, money order, wire transfer, or similar instrument.

E. For purposes of this section, the square feet of canopy space for a business shall be rebuttably presumed to be no less than the maximum square footage of canopy allowed by the business's City permit for commercial cannabis cultivation, or, in the absence of a City permit, the square footage shall be the maximum square footage of canopy for commercial cannabis cultivation allowed by the state license type. In no case shall canopy square footage which is authorized by the permit or license but not utilized for cultivation be excluded from taxation unless the Tax Administrator is informed in writing, prior to the period for which the space will not be used, that such space will not be used.

5.14.070 Payments and communications – timely remittance.

Whenever any payment, statement, report, request or other communication is due, it must be received by the Tax Administrator on or before the final due date. A postmark will not be accepted as timely remittance. If the due date would fall on a Saturday, Sunday or a holiday observed by the City, the due date shall be the next regular business day on which the City is open to the public.

5.14.080 Payment - when taxes deemed delinquent.

Unless otherwise specifically provided under other provisions of this Chapter, the taxes required to be paid pursuant to this Chapter shall be deemed delinquent if not received by the Tax Administrator on or before the due date as specified in Sections 5.14.060 and 5.14.070.

5.14.090 Notice not required by the City.

The City may as a courtesy send a tax notice to the business. However, the Tax Administrator is not required to send a delinquency or other notice or bill to any person subject to the provisions of this Chapter. Failure to send such notice or bill shall not affect the validity of any tax or penalty due under the provisions of this Chapter.

5.14.100 Penalties and interest.

A. Any person who fails or refuses to pay any cannabis business tax required to be paid pursuant to this Chapter on or before the due date shall pay penalties and interest as follows:

1. A penalty equal to ten percent (10%) of the amount of the tax, in addition to the amount of the tax, plus interest on the unpaid tax calculated from the due date of the tax at the rate of one percent (1.0%) per month.

2. If the tax remains unpaid for a period exceeding one calendar month beyond the due date, an additional penalty equal to twenty-five percent (25%) of the amount of the tax, plus interest at the rate of one percent (1.0%) per month on the unpaid tax and on the unpaid penalties.
3. Interest shall be applied at the rate of one percent (1.0%) per month on the first day of the month for the full month and will continue to accrue monthly on the tax and penalty until the balance is paid in full.

B. Whenever a check or electronic payment is submitted in payment of a cannabis business tax and the payment is subsequently returned unpaid by the bank for any reason, the taxpayer will be liable for the tax amount due plus any fees, penalties and interest as provided for in this Section, and any other amount allowed under state law.

5.14.110 Refunds and credits.

A. No refund shall be made of any tax collected pursuant to this Chapter, except as provided in Section 5.14.120.

B. No refund of any tax collected pursuant to this Chapter shall be made because of the discontinuation, dissolution, or other termination of a business.

5.14.120 Refunds and procedures.

A. Whenever the amount of any cannabis business tax, penalty or interest has been overpaid, paid more than once, or has been erroneously collected or received by the City under this Chapter, it may be refunded to the claimant who paid the tax provided that a written claim for refund is filed with the Tax Administrator within one (1) year of the date the tax was originally due and payable.

B. The Tax Administrator, his or her designee or any other City officer charged with the administration of this Chapter shall have the right to examine and audit all the books and business records of the claimant in order to determine the eligibility of the claimant to the claimed refund. No claim for refund shall be allowed if the claimant refuses to allow such examination of claimant's books and business records after a request by the Tax Administrator to do so.

C. In the event that the cannabis business tax was erroneously paid, and the error is attributable to the City, the City shall refund the amount of tax erroneously paid up to one (1) year from the date that the tax was paid.

5.14.130 Personal Cultivation Not Taxed.

The provisions of this Chapter shall not apply to personal cannabis cultivation as defined in the "Medicinal and Adult Use Cannabis Regulation and Safety Act". This Chapter shall not apply to personal use of cannabis that is specifically exempted from state licensing requirements, that meets the definition of personal use or equivalent terminology under state law, and for which the individual receives no compensation whatsoever related to that personal use.

5.14.140 Administration of the tax.

A. It shall be the duty of the Tax Administrator to collect the taxes, penalties, fees, and perform the duties required by this Chapter.

B. For purposes of administration and enforcement of this Chapter generally, the Tax Administrator may from time to time promulgate such administrative interpretations, rules, and procedures consistent with the purpose, intent, and express terms of this Chapter as he or she deems necessary to implement or clarify such provisions or aid in enforcement.

C. The Tax Administrator may take such administrative actions as needed to administer the tax, including but not limited to:

1. Provide to all cannabis business taxpayers forms for the reporting of the tax;
2. Provide information to any taxpayer concerning the provisions of this Chapter;
3. Receive and record all taxes remitted to the City as provided in this Chapter;
4. Maintain records of taxpayer reports and taxes collected pursuant to this Chapter;
5. Assess penalties and interest to taxpayers pursuant to this Chapter;
6. Determine amounts owed and enforce collection pursuant to this Chapter.

5.14.150 Appeal procedure.

Any taxpayer aggrieved by any decision of the Tax Administrator with respect to the amount of tax, interest, penalties and fees, if any, due under this Chapter may appeal to the City Council by filing a notice of appeal with the City Clerk within thirty (30) calendar days of the serving or mailing of the determination of tax due. The City Clerk, or his or her designee, shall fix a time and place for hearing such appeal, and the City Clerk, or his or her designee, shall give notice in writing to such operator at the last known place of address. The finding of the City Council shall be final and conclusive and shall be served upon the appellant in the manner prescribed by this Chapter for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of the notice.

5.14.160 Enforcement - action to collect.

Any taxes, penalties and/or fees required to be paid under the provisions of this Chapter shall be deemed a debt owed to the City. Any person owing money to the City under the provisions of this Chapter shall be liable in an action brought in the name of the City for the recovery of such debt. The provisions of this Section shall not be deemed a limitation upon the right of the City to bring any other action including criminal, civil and equitable actions, based upon the failure to pay the tax, penalties and/or fees imposed by this Chapter or the failure to comply with any of the provisions of this Chapter.

5.14.170 Apportionment.

If a business subject to the tax is operating both within and outside the City, it is the intent of the City to apply the cannabis business tax so that the measure of the tax fairly reflects the proportion of the taxed activity actually carried on in the City. To the extent federal or state law requires that any tax due from any taxpayer be apportioned, the taxpayer may indicate said apportionment on his or her tax return. The Tax Administrator may promulgate administrative procedures for apportionment as he or she finds useful or necessary.

5.14.180 Constitutionality and legality.

This tax is intended to be applied in a manner consistent with the United States and California Constitutions and State law. None of the tax provided for by this Chapter shall be applied in a manner that causes an undue burden upon interstate commerce, a violation of the equal protection or due process clauses of the Constitutions of the United States or the State of California or a violation of any other provision of the California Constitution or State law. If a person believes that the tax, as applied to him or her, is impermissible under applicable law, he or she may request that the Tax Administrator release him or her from the obligation to pay the impermissible portion of the tax.

5.14.190 Audit and examination of premises and records.

A. For the purpose of ascertaining the amount of cannabis business tax owed or verifying any representations made by any taxpayer to the City in support of his or her tax calculation, the Tax Administrator shall have the power to inspect any location where commercial cannabis cultivation occurs and to audit and examine all books and records (including, but not limited to bookkeeping records, state and federal income tax returns, and other records relating to the gross receipts of the business) of persons engaged in cannabis businesses. In conducting such investigation, the tax administrator shall have the power to inspect any equipment, such as computers or point of sale machines that may contain such records.

B. It shall be the duty of every person liable for the collection and payment to the City of any tax imposed by this Chapter to keep and preserve, for a period of at least three (3) years, all records as may be necessary to determine the amount of such tax as he or she may have been liable for the collection of and payment to the City, which records the Tax Administrator or his/her designee shall have the right to inspect at all reasonable times.

5.14.200 Other licenses, permits, taxes, fees or charges.

A. Nothing contained in this Chapter shall be deemed to repeal, amend, be in lieu of, replace or in any way affect any requirements for any permit or license required by, under or by virtue of any provision of any other Chapter of this code or any other ordinance or resolution of the City, nor be deemed to repeal, amend, be in lieu of, replace or in any way affect any tax, fee or other charge imposed, assessed or required by, under or by virtue of any other Chapter of this code or any other ordinance or resolution of the City. Any references made or contained in any other Chapter of this code to any licenses, license taxes, fees, or charges, or to any schedule of license fees, shall be deemed to refer to the licenses, license taxes, fees or charges, or schedule of license

fees, provided for in other Chapter of this Code.

B. Notwithstanding subdivision A of this Section a cannabis business shall not be required to pay the license tax fee required by Chapter 5.04 of Title 5 of this Code so long as all of business's activities within the City that would require payment of a license fee are activities subject to the cannabis business tax.

C. The Tax Administrator may revoke or refuse to renew the license required by Chapter 5.04 of this Code for any business that is delinquent in the payment of any tax due pursuant to this Chapter or that fails to make a deposit required by the Tax Administrator pursuant to Section 5.14.060. All taxes required to be paid pursuant to this Chapter shall constitute a lien upon each lot or parcel of land upon which the cannabis business which owes the cannabis business tax is located or operated, whether or not the cannabis business owner or operator also owns such lot or parcel of land. The Tax Administrator is authorized to cause a lien to be recorded against such lot or parcel of land in the Official Records of Placer County, California and to enforce such lien as authorized by law.

5.14.210 Payment of tax does not authorize unlawful business.

A. The payment of a cannabis business tax required by this Chapter, and its acceptance by the City, shall not entitle any person to carry on any cannabis business unless the person has complied with all of the requirements of this Code and all other applicable state laws.

B. No tax paid under the provisions of this Chapter shall be construed as authorizing the conduct or continuance of any illegal or unlawful business, or any business in violation of any local or state law.

5.14.220 Deficiency determinations.

If the Tax Administrator is not satisfied that any statement filed as required under the provisions of this Chapter is correct, or that the amount of tax is correctly computed, he or she may compute and determine the amount to be paid and make a deficiency determination upon the basis of the facts contained in the statement or upon the basis of any information in his or her possession or that may come into his or her possession within three (3) years of the date the tax was originally due and payable. One or more deficiency determinations of the amount of tax due for a period or periods may be made. When a person discontinues engaging in a business, a deficiency determination may be made at any time within three (3) years thereafter as to any liability arising from engaging in such business whether or not a deficiency determination is issued prior to the date the tax would otherwise be due. Whenever a deficiency determination is made, a notice shall be given to the person concerned in the same manner as notices of assessment are given under Section 5.14.240.

5.14.230 Failure to report—nonpayment, fraud.

A. Under any of the following circumstances, the Tax Administrator may make and give notice of an assessment of the amount of tax owed by a person under this Chapter at any time:

1. If the person has not filed a complete statement required under the provisions of this Chapter;
2. If the person has not paid the tax due under the provisions of this Chapter;
3. If the person has not, after demand by the Tax Administrator, filed a corrected statement, or furnished to the Tax Administrator adequate substantiation of the information contained in a statement already filed, or paid any additional amount of tax due under the provisions of this Chapter; or
4. If the Tax Administrator determines that the nonpayment of any business tax due under this Chapter is due to fraud, a penalty of twenty-five percent (25%) of the amount of the tax shall be added thereto in addition to penalties and interest otherwise stated in this Chapter and any other penalties allowed by law.

B. The notice of assessment shall separately set forth the amount of any tax known by the Tax Administrator to be due or estimated by the Tax Administrator, after consideration of all information within the Tax Administrator's knowledge concerning the business and activities of the person assessed, to be due under each applicable section of this Chapter, and shall include the amount of any penalties or interest accrued on each amount to the date of the notice of assessment.

5.14.240 Tax assessment - notice requirements.

The notice of assessment shall be served upon the person either by personal delivery, by overnight delivery by a nationally-recognized courier service, or by a deposit of the notice in the United States mail, postage prepaid thereon, addressed to the person at the address of the location of the business or to such other address as he or she shall register with the Tax Administrator for the purpose of receiving notices provided under this Chapter; or, should the person have no address registered with the Tax Administrator for such purpose, then to such person's last known address. For the purposes of this Section, a service by overnight delivery shall be deemed to have occurred one (1) calendar day following deposit with a courier and service by mail shall be deemed to have occurred three (3) days following deposit in the United States mail.

5.14.250 Tax assessment - hearing, application and determination.

Within thirty (30) calendar days after the date of service the person may apply in writing to the Tax Administrator for a hearing on the assessment. If application for a hearing before the City is not made within the time herein prescribed, the tax assessed by the Tax Administrator shall become final and conclusive. Within thirty (30) calendar days of the receipt of any such application for hearing, the Tax Administrator shall cause the matter to be set for hearing before him or her no later than thirty (30) calendar days after the receipt of the application, unless a later date is agreed to by the Tax Administrator and the person requesting the hearing. Notice of such hearing shall be given by the Tax Administrator to the person requesting such hearing not later than five (5) calendar days prior to such hearing. At such hearing said applicant may appear and offer evidence why the assessment as made by the Tax Administrator should not be confirmed

and fixed as the tax due. After such hearing the Tax Administrator shall determine and reassess the proper tax to be charged and shall give written notice to the person in the manner prescribed in Section 5.14.240 for giving notice of assessment.

5.14.260 Relief from taxes -disaster relief.

A. If a business is unable to comply with any tax requirement due to a disaster, the business may notify the Tax Administrator of this inability to comply and request relief from the tax requirement;

1. A request for relief must clearly indicate why relief is requested, the time period for which the relief is requested, and the reason relief is needed for the specific amount of time.

B. The cannabis business agrees to grant the tax collector or his/her designee access to the location where the cannabis business has been impacted due to a disaster.

C. The Tax Administrator, in his/her sole discretion, may provide relief from the cannabis business tax requirement for businesses whose operations have been impacted by a disaster of such tax liability does not exceed five thousand (\$5,000) dollars. If such tax liability is five thousand one (\$5,001) dollars or more than such relief shall only be approved by the City Council;

D. Temporary relief from the cannabis tax may be granted for a reasonable amount of time as determined by the Tax Administrator or the City Council, as applicable in order to allow the cannabis business time to recover from the disaster;

E. The Tax Administrator or City Council, as applicable may require that certain conditions be followed in order for a cannabis business to receive temporary relief from the cannabis business tax requirement;

F. For purposes of this section, “disaster” means fire, flood, storm, tidal wave, earthquake, or similar public calamity, whether or not resulting from natural causes.

5.14.270 Conviction for violation - taxes not waived.

The conviction and punishment of any person for failure to pay the required tax shall not excuse or exempt such person from any civil action for the tax debt unpaid at the time of such conviction. No civil action shall prevent a criminal prosecution for any violation of the provisions of this Chapter or of any state law requiring the payment of all taxes.

5.14.280 Violation deemed misdemeanor.

Any person violating any of the provisions of this Chapter shall be guilty of a misdemeanor.

5.14.290 Severability.

If any provision of this Chapter, or its application to any person or circumstance, is determined

by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Chapter or the application of this Chapter to any other person or circumstance and, to that end, the provisions hereof are severable.

5.14.300 Remedies cumulative.

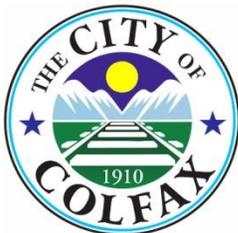
All remedies and penalties prescribed by this Chapter or which are available under any other provision of the Colfax Municipal Code and any other provision of law or equity are cumulative. The use of one or more remedies by the City shall not bar the use of any other remedy for the purpose of enforcing the provisions of this Chapter.

5.14.310 Amendment or repeal.

This Chapter may be repealed or amended by the City Council without a vote of the people to the extent allowed by law. However, as required by Article XIII C of the California Constitution, voter approval is required for any amendment that would increase the rate of any tax levied pursuant to this Chapter. The people of the City of Colfax affirm that the following actions shall not constitute an increase of the rate of a tax:

- A. The restoration or adjustment of the rate of the tax to a rate that is no higher than that set by this Chapter, if the City Council has acted to reduce the rate of the tax or incrementally implement an increase authorized by this Chapter;
- B. An action that interprets or clarifies the methodology of the tax, or any definition applicable to the tax, so long as interpretation or clarification (even if contrary to some prior interpretation or clarification) is not inconsistent with the language of this Chapter; or
- C. The collection of the tax imposed by this Chapter even if the City had, for some period of time, failed to collect the tax.

SECTION 2. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MAY 23, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Dane Schilling, City Engineer; Paul Anderson, Associate Engineer
DATE: May 9, 2018
SUBJECT: Rising Sun Road Pavement Resurfacing Project, Design Approval and Bid Authorization

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$224,998.00	FROM FUND: 250-000/ 351-000
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RECOMMENDED ACTION: Discuss and consider adopting Resolution 36-2018 approving the Plans and Specifications for the Rising Sun Road Pavement Resurfacing Project and authorizing the City Manager to advertise for construction bids contingent upon federal authorization for construction.

SUMMARY:

Rising Sun Road is classified as a major collector in the City of Colfax. This road serves as a primary connector to residential neighborhoods, commercial areas, schools and outlying areas of the county. It is one of the most heavily traveled roads in the City.

The proposed scope of work for the Rising Sun Road Pavement Resurfacing Project (“Project”) includes resurfacing approximately 1,400-linear feet of roadway between Ben Taylor Road to West Grass Valley Road. The work will involve dig-out repairs of failing pavement; milling existing pavement down to competent underlying pavement or subgrade and then filling milled areas with new asphalt pavement over an area of approximately 35,000 square feet; raising surface utilities to grade; and new striping. It is anticipated that construction will occur in the summer of 2018.

The project is partially funded with federal funds so the City must follow the processes set forth by the Federal Highway Administration (FHWA) and its administering agency, Caltrans Office of Local Assistance. The federal funding requires the City provide a certification package that all right-of-way and utility conflicts are cleared, and submit a Request for Authorization (RFA) to Caltrans/FHWA in order to obtain FHWA authorization (E76). The City cannot advertise the project for bidding until the E76 is issued to the City. Coastland Engineering is preparing the design documents, preparing the right-of-way certification package, and is currently preparing the RFA for the project. In order to expedite completion of the project, staff is recommending the City Council provide authorization to bid the project now. Once the City receives the E76 for this project, which is anticipated in late May, the project can be immediately advertised for bidding. Staff anticipates opening bids in late June and bringing the construction contract to City Council for award in July. Construction should commence in August.

FISCAL IMPACT:

The total project budget is \$224,998 with funding from the Regional Surface Transportation (RSTP), Surface Transportation Block Grant Program (STBGP), RSTP/STBGP Exchange and local-road funds sources identified in the Fiscal Year 2017-2018 Budget (Fund #250-000). SB1 funds may also be applied to the project at the City’s discretion (see Resolution 24-2018).

The local-road funds sources will be use for the design and a portion of the construction cost. The majority of the construction will be funded by RSTP/ STBGP and RSTP/STBGP Exchange.

Project Funding:	
RSTP/STBG (County Grant)	\$100,000.00
RSTP/STBG (City Grant)	\$ 88,498.00
Local Road Funds (SB 1/Fund 250)	<u>\$ 36,500.00</u>
Total Project Funding	\$224,998.00

Estimated Project Costs:	
Project Administration	\$ 7,100
Engineering/Design/Bidding	\$ 10,000
Construction	\$184,000
Const. Management & Inspection	<u>\$ 18,400</u>
Total Project Expenses:	\$219,500

To ensure the project does not exceed the approved funding, the project will be bid with multiple additive alternates. These can be utilized if required to maximize the use of external funds and still stay within budget. There is no impact to the General Fund.

ATTACHMENTS:

1. Resolution 36-2018
2. Preliminary Plans and Specifications
3. Bid Documents

City of Colfax

City Council

Resolution № 36-2018

APPROVING THE PLANS SPECIFICATIONS FOR THE RISING SUN ROAD
PAVEMENT RESURFACING PROJECT AND AUTHORIZING THE CITY MANAGER
TO ADVERTISE FOR CONSTRUCTION BIDS CONTINGENT UPON FEDERAL
AUTHORIZATION FOR CONSTRUCTION

WHEREAS, the City of Colfax has received funds from the Regional Surface Transportation/Resurface Transportation (RSTP), Surface Transportation Block Grant Program (STBGP), RSTP/STBGP Exchange and Local-Roads funds for the Rising Sun Road Pavement Improvement Project (“Project”); and,

WHEREAS, the total funding identified in the City’s FY 2017-2018 Amended Budget for the Project is \$224,998 with funding from the above-mentioned sources and the Local Roads Funds; and

WHEREAS, Coastland Civil Engineering is providing project administration, grant administration, preparing engineering design drawings and specifications, and providing construction management and inspection for the Project; and,

WHEREAS, City Staff recommends advertising the Project for construction bids contingent upon receiving federal authorization to bid the Project for construction.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Colfax:

1. Approves the Plans and Specifications for the Rising Sun Road Pavement Resurfacing Project.
2. Authorizes the City Manager to advertise and receive bids for construction of the Rising Sun Road Pavement Resurfacing Project contingent upon receipt of federal authorization to bid the Project for construction.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 23th day of May 2018, by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

PROJECT PLANS FOR :

RISEING SUN ROAD

PAVEMENT RESURFACING PROJECT

FEDERAL PROJECT NO. STPL-5187(011)

FOR THE

MAY 2018

CITY OF COLFAX

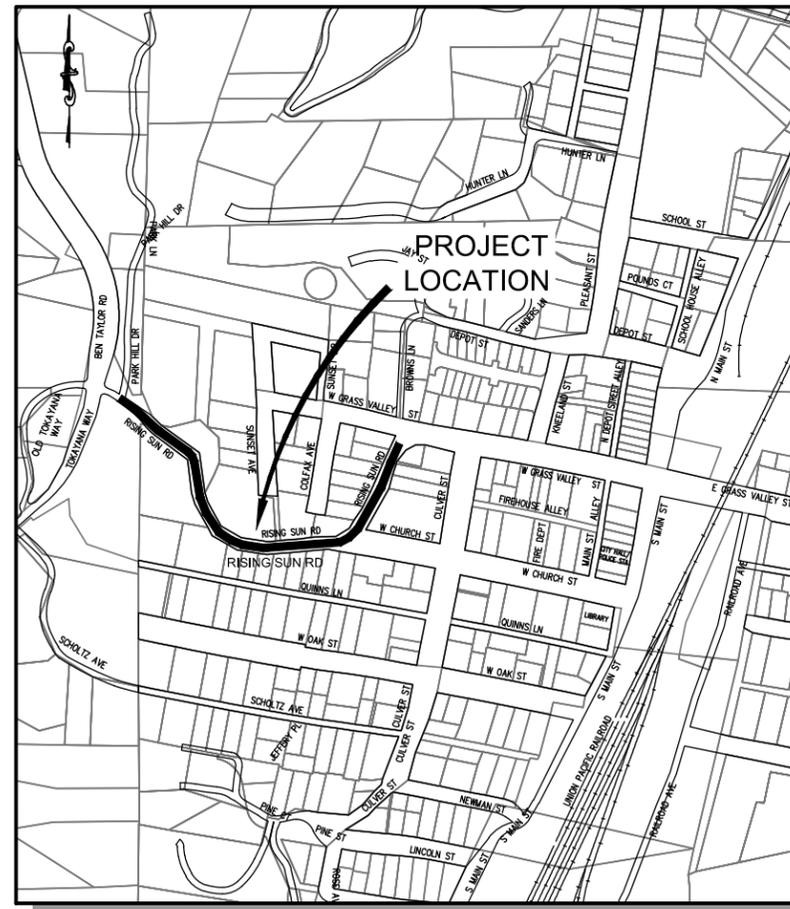
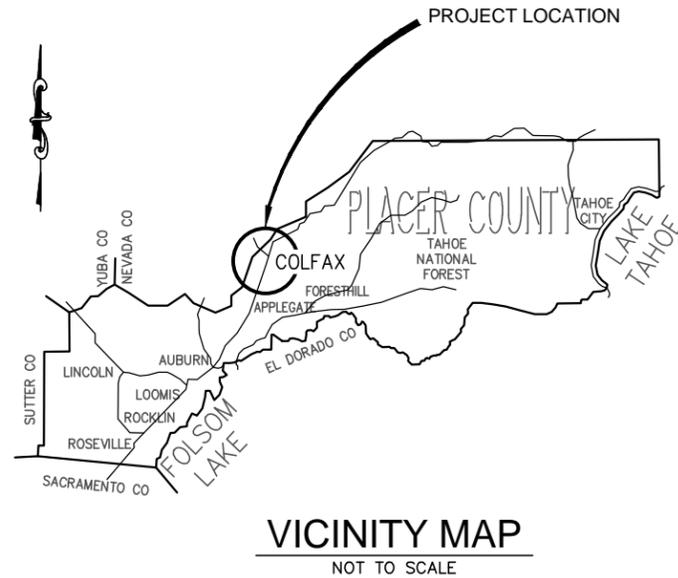
PLACER COUNTY, CALIFORNIA

FOR USE IN CONJUNCTION WITH:

CALTRANS STANDARD SPECIFICATIONS, CURRENT EDITION
 CALTRANS STANDARD PLANS, CURRENT EDITION

FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES

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INDEX OF SHEETS

- | No. | Sheet Title |
|-----|---------------------------------|
| 1 | COVER SHEET |
| 2 | GENERAL NOTES |
| 3 | ABBREVIATIONS, LEGEND & DETAILS |
| 4 | SITE PLAN |
| 5 | STRIPING LAYOUT |

Images: Colfax_010185 Signature-2.jpg; Colfax_1.jpg; Colfax_2.jpg; Colfax_3.jpg; Colfax_4.jpg; Anolis; Colfax; Bismarck; Colfax; Path: F:\Col_30\Projects\533659-Rising Sun Road\Map\533659-Stpl-5187-011-Plan-Date-Apr-30-2018-at-09:35; Layout Name: SH1.1; Plot Date: Apr 30, 2018 at 09:35



Coastland Civil Engineering, Inc.
 11865 Edgewood Road, Auburn, CA 95603
 530.888.9929

DANE HARLAN SCHILLING, RCE 56908

DATE



CITY OF COLFAX
 APPROVED _____ DATE _____
 WES HEATHCOCK
 CITY MANAGER

PROJECT NUMBER	53-3659
DRAWING DATE	MAY 2018
DRAWING NUMBER	1 OF 5

CITY OF COLFAX - RISEING SUN ROAD PAVEMENT RESURFACING PROJECT

GENERAL NOTES:

1. EXCAVATIONS OVER FIVE FEET (5') DEEP REQUIRE AN EXCAVATION PERMIT FROM THE STATE DEPARTMENT OF INDUSTRIAL SAFETY.
2. CONTRACTOR SHALL CALL "UNDERGROUND SERVICE ALERT" AT (800) 642-2444 AT LEAST ONE (1) WEEK PRIOR TO START OF CONSTRUCTION FOR LOCATING UNDERGROUND UTILITIES.
3. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.
4. UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
5. NOTICE TO CONTRACTORS: THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY LINES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF THE ENGINEER'S KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES TO CITY OWNED OR OTHER UTILITIES CAUSED BY HIS OPERATIONS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OFF-SITE DISPOSAL OF ALL BITUMINOUS PAVEMENT, CONCRETE AND REINFORCEMENT, AND SPOILS NOT NEEDED FOR BACKFILL AS REQUIRED BY THE ENGINEER AND PER THE SPECIFICATIONS.
8. ALL CONSTRUCTION MATERIALS AND METHODS SHALL CONFORM TO THE REQUIREMENTS OF THE COUNTY OF PLACER GENERAL SPECIFICATIONS DATED AUGUST, 2005, AND THE CITY OF AUBURN PUBLIC WORKS DEPARTMENT STANDARD SPECIFICATIONS, 1980. ALL REFERENCES TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS SHALL REFER TO THE MAY, 2015, EDITION OF THE STANDARD SPECIFICATIONS. ATTENTION IS ALSO DIRECTED TO THE STANDARD PLATES CONTAINED IN THE PLACER COUNTY LAND DEVELOPMENT MANUAL AND THE CURRENT EDITION OF THE CALTRANS STANDARD PLANS, WHICH, WHEN APPLICABLE, ARE INCLUDED IN THESE DRAWINGS AND/OR REFERENCED BY PLATE OR STANDARD PLAN NUMBER. CONTRACTOR IS RESPONSIBLE TO HAVE AVAILABLE A CURRENT SET OF PLACER COUNTY GENERAL SPECIFICATIONS WITH PLATES, CALTRANS STANDARD SPECIFICATIONS, AND CALTRANS STANDARD PLANS.
9. PUBLIC SAFETY AND TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH COUNTY REQUIREMENTS AND AS DIRECTED BY THE ENGINEER. SAFE VEHICULAR AND PEDESTRIAN ACCESS SHALL BE PROVIDED AT ALL TIMES DURING CONSTRUCTION.
10. CONTRACTOR MUST IMMEDIATELY REINSTALL ANY TRAFFIC SIGNS REMOVED IN THE COURSE OF CONSTRUCTION. ANY SIGNS LOST OR DAMAGED BY THE CONTRACTOR SHALL BE REPLACED OR REPAIRED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER.
11. THE CITY MAY REQUIRE THE CONTRACTOR TO UNCOVER ANY IMPROVEMENTS THAT HAVE BEEN COMPLETED WITHOUT PROPER CITY INSPECTION AND/OR APPROVAL. IF THE INSTALLATION IS FOUND NOT TO MEET CITY STANDARDS OR PREVIOUSLY APPROVED ALTERNATIVES SHOWN ON THE PLANS, THE CONTRACTOR MAY BE REQUIRED TO REMOVE AND REPLACE SUCH IMPROVEMENTS AT CONTRACTOR EXPENSE.

GENERAL NOTES (CONTINUED):

12. PRIOR TO ANY ACTIVITY WITHIN THE CITY RIGHT-OF-WAY, THE CONTRACTOR SHALL INSTALL C19(CA) OR C23(CA) SIGNS IN ACCORDANCE WITH CHAPTER 6 OF THE CURRENT MUTCD MANUAL. THE SIGNS SHALL BE PROFESSIONALLY MADE, METAL, REFLECTORIZED, AND PLACED ON WOODEN POSTS FOR THE DURATION OF THE PROJECT. THE MINIMUM SIZE SHALL BE 36". THE SIGNS SHALL BE REPLACED OR REPAIRED IF STOLEN OR DAMAGED. THE PLACEMENT, TYPE, AND LOCATION OF ALL TRAFFIC CONTROL DEVICES SHALL BE REVIEWED AND APPROVED BY THE ENGINEER. THE ENGINEER OR INSPECTOR SHALL DIRECT THE INSTALLATION OR CHANGES TO SIGNS, STRIPING, CONES, BARRICADES, ETC. DURING THE COURSE OF CONSTRUCTION FOR TRAFFIC SAFETY.
13. IF ANY ARCHEOLOGICAL ARTIFACTS, EXOTIC ROCK (NON-NATIVE), OR UNUSUAL AMOUNTS OF SHELL OR BONE ARE UNCOVERED DURING ANY ON-SITE CONSTRUCTION ACTIVITIES, ALL WORK MUST STOP IMMEDIATELY IN THE AREA AND A SOPA-CERTIFIED (SOCIETY OF PROFESSIONAL ARCHAEOLOGISTS) ARCHAEOLOGIST RETAINED TO EVALUATE THE DEPOSIT. THE CITY PLANNING DEPT. AND THE COUNTY DEPT. OF MUSEUMS MUST ALSO BE CONTACTED FOR REVIEW OF THE ARCHAEOLOGICAL FIND(S). IF THE DISCOVERY CONSISTS OF HUMAN REMAINS, THE PLACER COUNTY CORONER AND NATIVE AMERICAN HERITAGE COMMISSION MUST ALSO BE CONTACTED. WORK IN THE AREA MAY ONLY PROCEED AFTER AUTHORIZATION IS GRANTED BY THE CITY OF COLFAX PLANNING DEPARTMENT. FOLLOWING A REVIEW OF THE NEW FIND AND CONSULTATION WITH APPROPRIATE EXPERTS, IF NECESSARY, THE AUTHORITY TO PROCEED MAY BE ACCOMPANIED BY THE ADDITION OF DEVELOPMENT REQUIREMENTS WHICH PROVIDE PROTECTION OF THE SITE AND/OR ADDITIONAL MITIGATION MEASURES NECESSARY TO ADDRESS THE UNIQUE OR SENSITIVE NATURE OF THE SITE.
14. THE CONTRACTOR SHALL INSURE THAT ALL CONSTRUCTION VEHICLES OR EQUIPMENT, FIXED OR MOBILE, OPERATED WITHIN CLOSE PROXIMITY OF A RESIDENTIAL DWELLING SHALL BE EQUIPPED WITH PROPERLY OPERATING AND MAINTAINED MUFFLERS AT ALL TIMES DURING PROJECT CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE SERVICES OF A QUALIFIED ACOUSTICAL PROFESSIONAL TO VERIFY PROPER EQUIPMENT MUFFLERS, IF CONCERNS RELATING TO THE ISSUE ARISE. CONSTRUCTION NOISE EMANATING FROM ANY CONSTRUCTION ACTIVITIES FOR WHICH A BUILDING PERMIT OR GRADING PERMIT IS REQUIRED IS PROHIBITED ON SUNDAYS AND FEDERAL HOLIDAYS, AND SHALL ONLY OCCUR:
 - A) MONDAY THROUGH FRIDAY, 7:00 AM TO 7:00 PM
 - B) SATURDAYS, 8:00 AM TO 6:00 PM
16. PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL PROVIDE THE CITY OF COLFAX A TRAFFIC PLAN IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
17. TEMPORARY TRAFFIC STRIPING MUST BE PROVIDED BY THE CONTRACTOR IF EXISTING DELINEATION IS DESTROYED DURING CONSTRUCTION. PAINTED MARKING OR STRIPING TAPE MAY BE USED. THE TEMPORARY STRIPING MUST BE APPROVED FOR MATERIAL AND LAYOUT BY THE ENGINEER. ALL TEMPORARY PAINTED MARKINGS THAT ARE TO BE REMOVED SHALL BE SANDBLASTED BY THE CONTRACTOR AT THE EXPENSE OF THE CONTRACTOR.
18. ONLY THE APPROXIMATE LOCATION OF THE EXISTING STORM DRAINS & WATER FACILITIES HAVE BEEN SHOWN. THE CONTRACTOR SHALL VERIFY EXACT LOCATION BY POTHOLING IN THE FIELD.
19. IF AT ANY TIME DURING THE COURSE OF CONSTRUCTING THE PROPOSED PROJECT EVIDENCE OF SOIL AND/OR GROUNDWATER CONTAMINATION WITH HAZARDOUS MATERIAL IS ENCOUNTERED, THE APPLICANT SHALL IMMEDIATELY STOP THE PROJECT AND CONTACT ENVIRONMENTAL HEALTH SERVICES HAZARDOUS MATERIAL SECTION. THE PROJECT SHALL REMAIN SUSPENDED UNTIL THERE IS A RESOLUTION OF THE CONTAMINATION PROBLEM TO THE SATISFACTION OF ENVIRONMENTAL HEALTH SERVICES AND TO THE REGIONAL WATER QUALITY CONTROL BOARD.

PAVING NOTES:

1. ALL EXISTING AC SURFACES SHALL BE SAWCUT ONE FOOT MINIMUM INSIDE THE EDGE OF PAVEMENT OR AS SHOWING ON THE PLANS TO A NEAT, STRAIGHT LINE AND REMOVED. THE EXPOSED EDGE SHALL BE SEALED WITH EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RECOMPACTED, AND RESEALED PRIOR TO PAVING.
2. ASPHALT CONCRETE SHALL BE TYPE A, 1/2" MAXIMUM MEDIUM GRADING AND SHALL CONFORM TO SECTION 39 OF THE PLACER COUNTY GENERAL SPECIFICATION.
3. AGGREGATE BASE SHALL BE CLASS 2, 3/4" MAXIMUM GRADING. AGGREGATE BASE SHALL CONFORM TO SECTION 26 OF THE COUNTY GENERAL SPECIFICATIONS.

FUGITIVE DUST CONTROL:

1. THE CONTRACTOR IS TO MAINTAIN ADEQUATE DUST CONTROL PER SECTION 10, CALTRANS SPECIFICATIONS, AND UTILIZE DUST CONTROL MITIGATION APPROVED BY THE AIR POLLUTION CONTROL DISTRICT (A.P.C.D.). PARTICULATE CONTROL MEASURES SHALL ALSO BE USED THROUGHOUT THE CONSTRUCTION PHASE OF THIS PROJECT.
2. THE CONTRACTOR SHALL FOLLOW THE GUIDELINES OUTLINED IN THE "FUGITIVE DUST CONTROL" HANDBOOK AVAILABLE FROM A.P.C.D.
3. THE CONTRACTOR SHALL APPLY WATER TO ALL DISTURBED AREAS FOR THE ALLEVIATION OR PREVENTION OF DUST NUISANCE.
4. DUST PRODUCING CONSTRUCTION ACTIVITIES SHALL BE SUSPENDED DURING PERIODS OF HIGH WINDS (GUSTS EXCEEDING 25 MPH).
5. CONSTRUCTION VEHICLES AND EQUIPMENT SHALL BE RESTRICTED TO TRAVEL ALONG WELL WATERED CONSTRUCTION ROUTES AND SHALL BE LIMITED TO A MAXIMUM SPEED OF 15 MPH ON NON-PAVED CONSTRUCTION SITES.
6. THE CONTRACTOR SHALL USE TARPULINS OR OTHER EFFECTIVE COVERS FOR HAUL TRUCKS WHICH TRAVELS IN PUBLIC STREETS.
7. EXISTING STREETS AND PAVED ROADS SHALL BE REGULARLY SWEEP AS FAR AS NECESSARY TO ENSURE THAT NOT SILT, DEBRIS OR POLLUTANT ARE CARRIED OVER TO ADJACENT PUBLIC THOROUGHFARES. DO NOT WASH DOWN STREETS WITH WATER UNTIL DIRT AND DUST HAS BEEN REMOVED BY DRY SWEEPING. THIS IS TO PREVENT CONTAMINATION OF WATERWAY WITH SEDIMENT.
8. ALL CONSTRUCTION EQUIPMENT SHALL BE CLEANED REGULARLY AND KEPT PROPERLY TUNED TO MINIMIZE THE AMOUNT OF DUST AND POLLUTANTS EMITTED INTO THE AIR.

ORIGINAL PLOT DATE:

Image: Colfax_Paving_Signature-2.dwg; Path: F:\Colfax\Projects\133659_Paving_Sun_Road\133659.dwg; Layout Name: SH 2; Plot Date: Apr 28, 2018 at 06:36; Xref: Colfax_Bottom.dwg



PREPARED UNDER THE DIRECTION OF	DATE	REVIEWED BY
DANE HARLAN SCHILLING, RCE 56908		DHS
DESIGNED BY	DRAWN BY	
MF	CG	

Coastland Civil Engineering, Inc.
 11865 Edgewood Road, Auburn, CA 95603
 530.886.9929

CALIFORNIA
 CITY OF COLFAX - RISING SUN ROAD
 PAVEMENT RESURFACING PROJECT
GENERAL NOTES

PROJECT NUMBER	53-3659
DRAWING DATE	MAY 2018
SHEET NUMBER	2 OF 5

ABBREVIATIONS

AC ASPHALT CONCRETE	LT LEFT
AB AGGREGATE BASE	MB MAILBOX
APN ASSESSORS PARCEL NUMBER	MH MANHOLE
ARV AIR RELEASE VALVE	OG ORIGINAL GROUND
BC BEGIN CURVE	OH OVERHEAD UTILITY
BO BLOWOFF	PB PULL BOX
BSW BACK OF SIDEWALK	PC POINT OF CURVATURE
BVC BEGIN VERTICAL CURVE	PCC POINT OF COMPOUND CURVE
CL CENTERLINE	PH UTILITY POTHOLE
CB CATCH BASIN	PI POINT OF INTERSECTION
CI CURB INLET	PRC POINT OF REVERSE CURVE
CIPP CAST-IN-PLACE PIPE	PT POINT OF TANGENCY
CL CLASS	PVC POLY VINYL CHLORIDE
CO CLEANOUT	PVI POINT OF VERTICAL INTERSECT
CONC CONCRETE	R RADIUS
CP CONTROL POINT	RCP REINFORCED CONCRETE PIPE
CSP CORRUGATED STEEL PIPE	RET RETAINING
CV CHECK VALVE	RPB REDUCED PRESSURE BACKFLOW PREVENTOR
DI DROP INLET	RT RIGHT
DIP DUCTILE IRON PIPE	RW RECLAIMED WATER
DWY DRIVEWAY	RWL RAIN WATER LEADER
E ELECTRICAL, ELECTRIC CONDUIT	R/W RIGHT-OF-WAY
EC END CURVE	S SLOPE
EG EXISTING GRADE	SD STORM DRAIN
EL ELEVATION	SDE STORM DRAIN EASEMENT
EP EDGE OF PAVEMENT	SL STREET LIGHT
ER END CURB RETURN	SNS STREET NAME SIGN
ESMT EASEMENT	SS SANITARY SEWER
ETW EDGE OF TRAVELED WAY	SSE SANITARY SEWER EASEMENT
EVC END VERTICAL CURVE	STA STATION
EXIST, EX EXISTING	STD STANDARD
FL FLOWLINE	TB TOP OF BANK
FF FINISHED FLOOR	TC TOP OF CURB
FG FINISHED GRADE	TCE TEMPORARY CONSTRUCTION EASEMENT
FH FIRE HYDRANT	TEL TELEPHONE
FC FACE OF CURB	TG TOP OF GRATE
FS FINISHED SURFACE	TOE TOE OF SLOPE
FX FENCE	TP TELEPHONE POLE
G GAS, GAS MAIN	TW TOP OF WALL
GB GRADE BREAK	TYP TYPICAL
GV GATE VALVE	U UNDERGROUND UTILITY
HDPE HIGH DENSITY POLYETHYLENE	UTIL UTILITY
HP HIGH POINT	VC VERTICAL CURVE
INV INVERT	VIF VERIFY IN FIELD
IP IRON PIPE	W WATER, WATER MAIN
JP JOINT POLE	WM WATER METER
JT JOINT UTILITY TRENCH	WME WATER MAIN EASEMENT
LAT SANITARY SEWER LATERAL	WV WATER VALVE
LF LINEAL FEET	

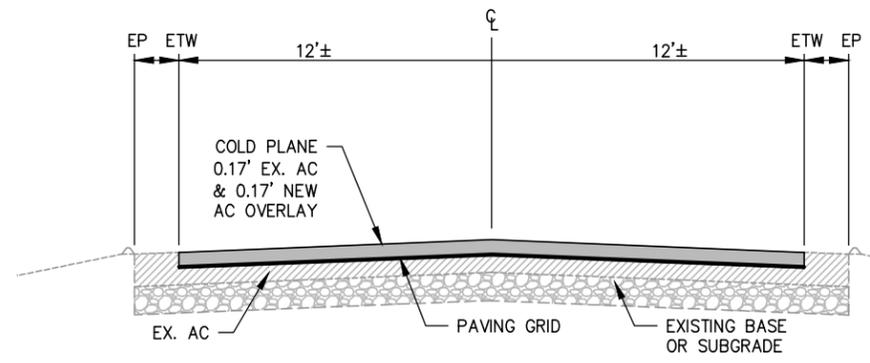
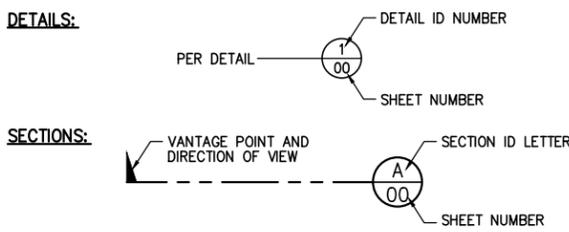
LEGEND

DESCRIPTION OF LINETYPE	PROPOSED	EXISTING
CENTER LINE/ CONTROL LINE	---	---
WATER MAIN PIPE	—	—
DESCRIPTION OF SYMBOL	PROPOSED	EXISTING
CONCRETE	N/A	[Pattern]
ASPHALT CONCRETE OVERLAY	[Pattern]	[Pattern]
DIGOUT	[Pattern]	N/A
WATER MAIN GATE VALVE	[Symbol]	[Symbol]

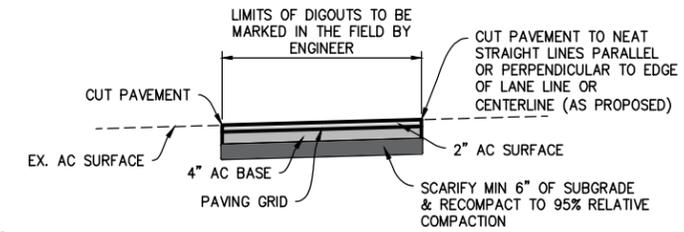
CONSTRUCTION NOTE DESIGNATIONS

- (R1) = ROADWAY AND RELATED ITEMS CONSTRUCTION NOTES.
- (T1) = STRIPING AND RELATED ITEMS CONSTRUCTION NOTES.
- (W1) = WATER AND RELATED ITEMS CONSTRUCTION NOTES.

DETAIL AND SECTION CALLOUTS

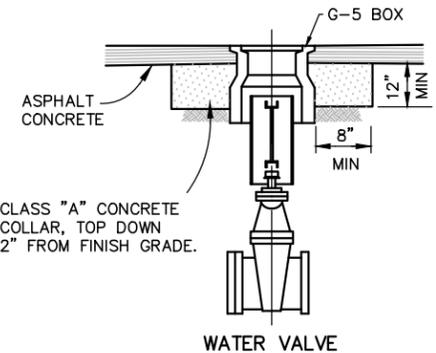


1 RISING SUN ROAD AC OVERLAY SECTION NOT TO SCALE

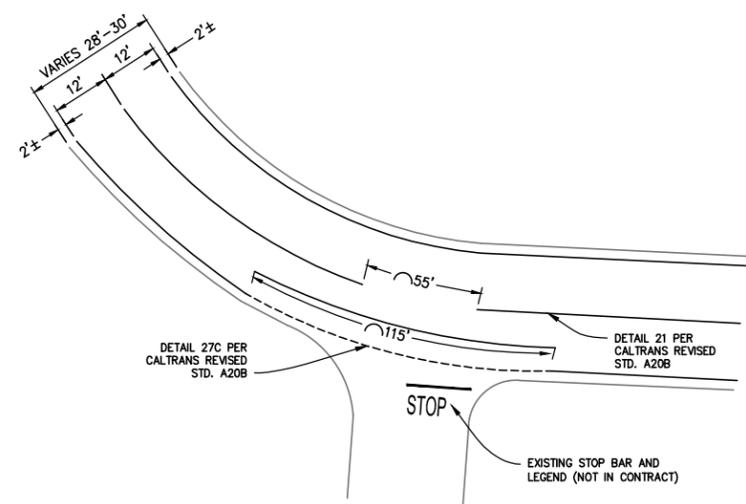


2 DIGOUT REPAIR DETAIL NOT TO SCALE

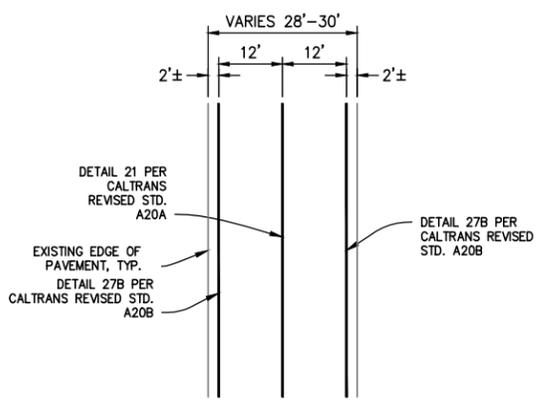
NOTE: VALVE WORK TO BE DONE BY OTHERS



3 WATER VALVE ADJUST TO GRADE EXISTING STREET APPURTENANCES NOT TO SCALE



4 INTERSECTION STRIPING DETAIL RISING SUN RD & CHURCH ST NOT TO SCALE



5 TYPICAL STRIPING DETAIL NOT TO SCALE

ORIGINAL PLOT DATE: 3 2 1 0 FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES



PREPARED UNDER THE DIRECTION OF	DATE	REVIEWED BY
DANE HARLAN SCHILLING, P.E. 55608		DHS
DESIGNED BY	DRAWN BY	
MF	CG	

Coastland Civil Engineering, Inc.
 11865 Edgewood Road, Auburn, CA 95603
 530.888.9929 Fax

CITY OF COLFAX
 RISING SUN ROAD
 PAVEMENT RESURFACING PROJECT
 CALIFORNIA
ABBREVIATIONS, LEGEND & DETAILS

PROJECT NUMBER	53-3659
DRAWING DATE	MAY 2018
SHEET NUMBER	3 OF 5



PREPARED UNDER THE DIRECTION OF
 DANE HARLAN SCHILLING, RCE 56508 DATE
 DESIGNED BY MF DRAWN BY CG REVIEWED BY DHS

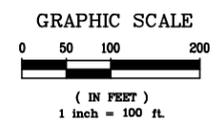
Coastland Civil Engineering, Inc.
 11865 Edgewood Road, Auburn, CA 95603
 530.889.9929

CITY OF COLFAX
 RISING SUN ROAD
 PAVEMENT RESURFACING PROJECT
 CALIFORNIA
SITE PLAN

PROJECT NUMBER
53-3659
 DRAWING DATE
MAY 2018
 SHEET NUMBER
4 OF 5

CONSTRUCTION NOTES

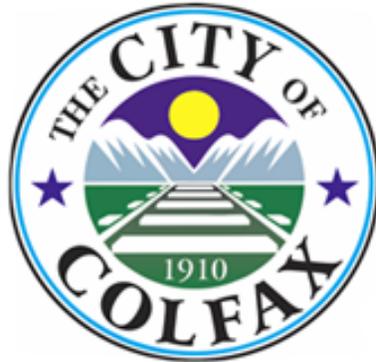
- (R1) GRIND 24' WIDTH AND FILL PER DETAIL — (1/3)
- (R2) DIGOUT REPAIR PER DETAIL — (2/3)
- (W1) ADJUST TO GRADE WV PER DETAIL — (3/3)



FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES

Project: Colfax, 1 Proj Colfax, 2 Proj Colfax, 3 Proj Colfax, 4 Proj Colfax, Colfax Resurfacing
 Paths: F:\Colfax_30\Projects\533659_Rising_Sun_Road\533659a.dwg Layout Name: Sht 4 Plot Date: Apr 30, 2018 at 08:39





CITY OF COLFAX
CALIFORNIA

NOTICE TO CONTRACTORS

SPECIAL PROVISIONS, PROPOSAL AND CONTRACT

FOR

RISING SUN ROAD PAVEMENT RESURFACING Project

FOR USE IN CONNECTION WITH CURRENT
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:

2:00 p.m., _____

**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 _____ **p.m., on the ___ day of _____, 2018** 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 project:

RIISING SUN ROAD PAVEMENT RESURFACING Project

Complete bid packages, including project plans, technical specifications, bid forms and contract documents may be secured at the office of:

City of Colfax
Office of the City Clerk
33 South Main Street
P.O. Box 702
Colfax, California 95713
phone (530) 346-2313, fax (530) 346-6214

at the following non-refundable costs: **Specifications and Contract Documents \$___ per set. If mailing is desired an additional non-refundable cost of \$___ per set will be required.** Checks shall be made payable to "City of Colfax".

The Engineer's Estimate of probable construction cost of the project is \$184,000.

Bidders are advised that, as required by federal law, the City of Colfax is implementing Disadvantaged Business Enterprise requirements (DBE). Subsections titled "Disadvantaged Business Enterprises (DBE)", "DBE Commitment Submittal", and "Good Faith Efforts Submittal" of the Federal Proposal Requirements and Conditions section of these Special Provisions cover the DBE requirements and submittal information. The DBE Contract goal is 6%.

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATIONS EFFICIENCY ACT OF 1991.

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 bidders 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, 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.

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.

In accordance with the State of California Administrative Code Title 8, Group 3, Article 2, Section 16109, Publication of Prevailing rates by Awarding Bodies, copies of the applicable determinations of the Director are on file in the City of Colfax and may be reviewed upon request. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Department of Industrial Relations for similar classifications of labor, the

Contractor and Contractor subcontractors shall pay not less than the higher wage rate. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Office of the City Clerk at the offices of the City of Colfax. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Notice to Contractors Special Provisions Proposal and Contract," and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Notice to Bidders, Proposal, Contract and Special Provisions" books. Future effective general prevailing wage rates which, have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the books entitled "Notice to Bidders, Proposal, Contract and Special Provisions." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

The 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.

A pre-bid meeting is not scheduled for this 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.

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

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APPENDIX A – General Prevailing Wage Rates - Federal

Note to Contractor: The latest rates can be found at the following website: <http://www.wdol.gov/dba.aspx>
Go to County of Placer and click on the “Highway” link.

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 DBE Forms (Exhibits 15-G, 12-B and 15-H).
- 1.3 Contract documents. The contract documents are all of the documents incorporated into the final Project contract as listed in the contract.
- 1.4 Project. The Project is the **Rising Sun Road Pavement Resurfacing** 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 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.

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.
 - _____ Federal Forms Exhibits 15-G, 12-B Parts I & II and 15-H.
 - _____ Use federal wage rates which are current as of 10 days prior to bid.
 - _____ Executed bidder's signature page.
- _____ 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 Rising Sun Road Pavement Resurfacing 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
Rising Sun Road Pavement Resurfacing Project

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost (in figures)	Total Cost (in figures)
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6				\$	\$
7				\$	\$
8				\$	\$
9				\$	\$

Total Bid: \$ _____

_____ **Dollars**
Written Amount

The undersigned further agrees to deliver and to complete the work within **30 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 **Rising Sun Road Pavement Resurfacing 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 **Rising Sun Road Pavement Resurfacing 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) _____
Current DIR Registration No. _____
- 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 **Rising Sun Road Pavement Resurfacing 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 **30 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

_____ Federal Forms Exhibits 15-G, 12-B Parts I & II and 15-H.

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., _____, 2018 for the Rising Sun Road Pavement Resurfacing Project by soliciting bids in accordance with the City of Colfax City Code and other applicable law.
- B. BID OPENING. On _____, 2018 at _____ p.m., City representatives opened the bids for the Rising Sun Road Pavement Resurfacing Project and read the bids aloud.
- C. PROJECT AWARD. On _____, the City Council awarded the **Rising Sun Road Pavement Resurfacing 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.

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 **Rising Sun Road Pavement Resurfacing 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:
Rising Sun Road between Ben Taylor Road and W. Grass Valley Street in Colfax, California
3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within thirty (30) 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 \$ **_____** (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 Rising Sun Road Pavement Resurfacing 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: William Stockwin, Mayor

Name of Signatory & Title

Attest:

Lorraine Cassidy, City Clerk

Approved as to Form and Legality:

Alfred Cabral, 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 **Rising Sun Road Pavement Resurfacing 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 _____

(Acknowledgment) By _____
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 **Rising Sun Road Pavement Resurfacing 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 **Rising Sun Road Pavement Resurfacing 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 **Rising Sun Road Pavement Resurfacing 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:

On Behalf of Contractor:

Title: _____

Title: _____

Name: _____

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	#	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 30 th . Owner/Principal Signature _____ Title _____ Date _____
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, Statues 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

Form **W-9**

(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

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: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> 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.*

Part II. Certification

What Name and Number To Give the

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.

FEDERAL PROPOSAL REQUIREMENTS AND CONDITIONS

GENERAL

The bidder's attention is directed to Section 1 "Definitions" of the General Provisions.

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

The bidder's bond shall conform to the bond form in the Bid book for the project and shall be properly filled out and executed. The bidder's bond form included in that book may be used.

In conformance with Public Contract Code Section 7106, a Non-collusion Affidavit is included in the Bid book. Signing the Bid book shall also constitute signature of the Non-collusion Affidavit.

The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations), Part 26 in the award and administration of US DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

FEDERAL LOBBYING RESTRICTIONS.--Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower-tier sub-recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Bid book. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Bid book. Signing the Bid book shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

FEDERAL REQUIREMENTS

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
- (3) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal Action.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) – This project is subject to Title 49 CFR 26.13(b):

The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the Agency specifies a goal for Disadvantaged Business Enterprises (DBEs). DBE is a firm that meets the definition of DBE.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown in the Notice to Bidders or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer, nor a regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

FEDERAL REQUIREMENTS

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

DBE Commitment Submittal

Submit DBE information on the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G form, and on the Bidder's List of Subcontractors (DBE and non-DBE), Exhibit 12-B form Parts I and II, included in the Bid book. If the forms are not submitted with the bid, remove the forms from the Bid book before submitting your bid.

If the DBE Commitment form and the Bidder's List of Subcontractors are not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the forms to the Agency. The DBE Commitment form and the Bidder's List of Subcontractors (DBE and non-DBE) must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the forms unless the Agency requests it. If the Agency requests you to submit the forms, submit the completed forms within four (4) business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE forms. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the forms within the specified time, the Agency finds your bid nonresponsive.

Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach

supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.

3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the goal.

AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution", of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

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

SUBCONTRACTOR AND DBE RECORDS

Use each DBE subcontractor as listed on the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G form, and on the Bidder's List of Subcontractors (DBE and non-DBE), Exhibit 12-B form Parts I and II, unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work

Maintain records including:

1. Name and business address of each 1st-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
3. Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors, Exhibit 17-F, form. Submit it within 90 days of contract acceptance. The Agency withholds \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

PERFORMANCE OF SUBCONTRACTORS

DBEs must perform work or supply materials as listed in the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

FEDERAL REQUIREMENTS

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with five (5) days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. 1 or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated, make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, form unless it is performed or supplied by the listed DBE or an authorized substitute.

SUBCONTRACTING

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Public Contract Code § 4100 et seq., the City of Colfax may exercise the remedies provided under Public Contract Code § 4110. The City of Colfax may refer the violation to the Contractors State License Board as provided under Public Contract Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

FEDERAL REQUIREMENTS

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: <http://www.dir.ca.gov/dlse/debar.html>

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower-tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the

FEDERAL REQUIREMENTS

contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

CERTIFICATION FOR FEDERAL AID CONTRACTS

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modifications of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities", in accordance with its instructions.

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has_____, has not_____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

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

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

NON-COLLUSION AFFIDAVIT

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

To the CITY of COLFAX
DEPARTMENT OF PUBLIC WORKS.

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

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

NONLOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

BUY AMERICA REQUIREMENTS

BUY AMERICA REQUIREMENTS. -- Attention is directed to the “Buy America” requirements of the Title 23 United States Code, Section 313 and the regulations adopted pursuant thereto. In accordance with said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the “Buy America” requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-3.05E, Certificates of Compliance, of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions allowed herein. The requirements imposed by said law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating such materials into the work.

**INSTRUCTIONS - LOCAL AGENCY BIDDER
DBE COMMITMENT (CONSTRUCTION CONTRACTS)**

ALL BIDDERS:

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

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

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

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

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

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

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

EXHIBIT 15-H DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The City of Colfax established a Disadvantaged Business Enterprise (DBE) goal of **six (6) percent** for this project. The information provided herein shows that a good faith effort was made.

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

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

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

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

Publications	Dates of Advertisement

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

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

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

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

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

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

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

EXHIBIT 12-B BIDDER’S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.33C of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

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

Distribution: 1) Original - Local Agency File

EXHIBIT 12-B BIDDER’S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART II

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

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

Distribution: 1) Original – Local Agency File

FEDERAL REQUIREMENTS

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

**FINAL REPORT- UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
FIRST-TIER SUBCONTRACTORS**

CEM-2402F (REV. 7/2012)

Instructions

Contracts advertised on or before June 15, 2012 may contain Underutilized Disadvantaged Business Enterprise goals (UDBE). Participation for UDBE firms must be reported in the UDBE column. Contracts advertised after June 15, 2012 may contain Disadvantaged Business Enterprise (DBE) goals. Participation for contracts advertised after June 15, 2012 must be reported as DBE.

This form has three columns for entering the dollar value for the item(s) of work performed or provided by the firm. The Non-DBE column is used to enter the dollar value of work performed by first-tier subcontracting firms who are not certified as a DBE or UDBE.

The DBE column is used to enter the dollar value of work performed by firms that do not fall into the UDBE category as defined below. The UDBE column is used to enter the dollar value of work performed by firms who fall under one of the following underutilized groups:

- Black American
- Asian Pacific American
- Native American
- Women

DBE and UDBE prime contractors are required to show the corresponding dollar value of work performed by their own forces.

If a firm performing work as a DBE or UDBE on the project becomes decertified and still performs work after the decertification date, enter the total value performed by this firm under the appropriate DBE and UDBE identification column. If a subcontractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column. Any changes to DBE certification must also be submitted on Form CEM-2403F.

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the firm for the portion of work listed as being completed). DBE and UDBE prime contractors are required to show the date of work performed by their own forces.

Use the comments section to explain any differences in the original commitment and the final utilization of DBE and UDBE firms.

The contractor and the resident engineer sign and date the form indicating that the information provided is completed and correct and the DBE paperwork and worksites have been monitored for participation.

FEDERAL REQUIREMENTS

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION
 CP-CEM-2403(F) (New. 10/99)

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS	ESTIMATED CONTRACT AMOUNT	

Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit. Attach DBE certification/Decertification letter in accordance with the Special Provisions

CONTRACT ITEM NO.	SUBCONTRACT NAME AND BUSINESS ADDRESS	BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/DECERTIFICATION DATE Letter attached
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE
-------------------------------------	-------	-----------------------	------

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE
-------------------	-----------------------	------

Distribution Original copy -DLAE
 Copy -1) Business Enterprise Program 2) Prime Contactor 3) Local Agency 4) Resident Engineer

FEDERAL REQUIREMENTS

Form CP-CEM 2403(F) (New 10/99)

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION STATUS REPORT

The top of the form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, the Administering Agency, the Contract Completion Date, and the Estimated Contract Amount. It requires the Prime Contractor's name and Business Address. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to contractors on federally funded projects that had a changed in Certification status during the course of the completion of the contract. The two situations that are being addressed by CP-CEM 2403(F) are, if a firm certified as a DBE and doing work on the contract during the course of the project becomes Decertified, and if a non-DBE firm doing work on the contract during the course of the project becomes Certified as a DBE.

The form has a column to enter the Contract Item No (or Item Nos.) as well as a column for the Subcontractor's Name, Business Address, Business Phone, and contractor's Certification Number.

The column entitled Amount Paid While Certified will be used to enter the actual dollar value of the work performed by those contractors who meet the conditions as outlined above during the time period they are Certified as a DBE. This column on the CP-CEM-2403(F) should only reflect the dollar value of work performed while the firm was Certified as a DBE.

The column called Certification/Decertification Date (Letter attached) will reflect either the date of the Decertification Letter sent out by the Civil Rights Program or the date of the Certification Certificate mailed out by the Civil Rights Program. There is a box to check that support documentation is attached to the CP-CEM-2403 (F) form.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

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

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

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil 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.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

FEDERAL REQUIREMENTS FOR FEDERAL AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid.

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are DBE owned.)

1. Name of joint venture _____

2. Address of joint venture _____

3. Phone number of joint venture _____

4. Identify the firms which comprise the joint venture. (The DBE partner must complete Schedule A.) _____

a. Describe the role of the DBE firm in the joint venture.

b. Describe very briefly the experience and business qualifications of each non-DBE joint venturer: _____

5. Nature of the joint venture's business _____

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of DBE ownership? _____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

- a. Profit and loss sharing.
- b. Capital contributions, including equipment.
- c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions _____

b. Management decisions, such as:

1. Estimating _____

2. Marketing and sales _____

3. Hiring and firing of management personnel _____

4. Purchasing of major items or supplies _____

c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Revised 3-95
08-07-95

.....
Name of Firm	Name of Firm
.....
Signature	Signature
.....
Name	Name
.....
Title	Title
.....
Date	Date

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of

\$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where

evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use

by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be

compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security

number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or

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transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a

percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier

subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to

carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered

transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as

the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal

contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3

178	Stockton-Modesto, CA:	
	SMSA Counties:	
	5170 Modesto, CA	12.3
	CA Stanislaus	
179	8120 Stockton, CA	24.3
	CA San Joaquin	
180	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	
	Fresno-Bakersfield, CA	
	SMSA Counties:	
179	0680 Bakersfield, CA	19.1
	CA Kern	
	2840 Fresno, CA	26.1
180	CA Fresno	
	Non-SMSA Counties:	23.6
	CA Kings; CA Madera; CA Tulare	
	Los Angeles, CA:	
180	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	
	4480 Los Angeles-Long Beach, CA	28.3
181	CA Los Angeles	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura	
	6780 Riverside-San Bernardino-Ontario, CA	19.0
181	CA Riverside; CA San Bernardino	
	7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7
	CA Santa Barbara	
	Non-SMSA Counties	24.6
181	CA Inyo; CA Mono; CA San Luis Obispo	
	San Diego, CA:	
	SMSA Counties	
	7320 San Diego, CA	16.9
181	CA San Diego	
	Non-SMSA Counties	18.2
	CA Imperial	

For each July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is zero (0).

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

FEDERAL REQUIREMENTS

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City of Colfax:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City of Colfax approval for this submitted information before you start work. The City of Colfax credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City of Colfax and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City of Colfax reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

FEDERAL REQUIREMENTS

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

14. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.

- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction,

CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

15. USE OF UNITED STATES-FLAG VESSELS

THE CONTRACTOR AGREES-

- (1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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 **Rising Sun Road Pavement Resurfacing** 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 of 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 tracks 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 nowise 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 polices 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-Builts), 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**

For

City of Colfax

RISING SUN ROAD PAVEMENT RESURFACING

<DATE>

Dane Schilling, RCE 56908

Date:



11865 Edgewood Road
Auburn, CA 95603
(530) 888-9929

10-1 GENERAL

10-1.01 Description of Work: The work in general consists of asphalt concrete pavement, geosynthetic pavement interlayer, digout repairs, striping and pavement markings, and such other items of work as are required to complete the project.

The estimate of the quantities of work to be done is approximate only, being as a basis for the comparison of bids, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount or any portion of the work as directed by the City Engineer.

Incidental items of construction necessary to complete the whole work in a satisfactory and acceptable manner as shown on the plans and as provided for in the specifications and not specifically referred to in this section, shall be understood to be furnished by the Contractor.

10-1.02 Construction Limitations: The Contractor will be expected to conduct his operations in a manner which creates a minimum damage to the natural vegetation and landscaping, paving and gravel areas. Care shall be exercised to avoid hazards that may cause injury to persons, animals or property either during working hours or after work hours, which will include dust control, backfilling trenches or placement of steel plates and temporary fencing as required.

Equipment will be restricted to the immediate area of construction.

Receptacles for construction residue, including oil, cleaning fluids and litter, will be covered. Such residues will be disposed of in a proper manner.

Mufflers and/or baffles will be required on all construction equipment.

Construction activity within the existing right-of-way will be scheduled to minimize traffic inconvenience and safety hazards to motorists, pedestrians and cyclists.

10-1.03 Order of Work: Order of work shall be in accordance with Section 5, "Control of Work," of the Standard Specifications and these Special Provisions.

Attention is directed to Section 10-2 "Construction Area Signs and Traffic Control" of these Special Provisions.

10-1.04 Storm Water Pollution Prevention: Attention is directed to the provisions in Section 13, "Water Pollution Control," of the Standard Specifications and these Special Provisions.

The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays, and coastal waters from pollution with fuels, oils, bitumens, calcium chloride and other harmful materials and shall conduct and schedule his operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, bays and coastal waters. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.

Water pollution control work is intended to provide prevention, control and abatement of water pollution to streams, waterways, and other bodies of water, and shall consist of constructing those facilities which may be shown on the plans, specified herein or in the special provisions, or directed by the Engineer.

Before starting any work on the project, the Contractor shall submit, for acceptance by the City Engineer, a program to control water pollution effectively during construction of the project. Such program shall show the schedule for the erosion control work included in the contract and for all water pollution control measures which the Contractor proposes to take in connection with construction of the project to minimize the effects of his operation upon adjacent streams and other bodies of water. The Contractor shall not perform any clearing and grubbing or earthwork on the project, other than that specifically authorized in writing by the Engineer, until such program has been accepted.

The City Engineer will notify the Contractor of the acceptance or rejection of any submitted or revised water pollution control program before not more than 5 working days.

10-1.05 Temporary Erosion Control: Temporary erosion control shall consist of, but not be limited to, constructing such facilities and taking such measures as are necessary to prevent, control and abate water, mud, and erosion damage to public and private property as a result of the construction of this project.

Conformance with the requirements of this section shall in no way relieve the Contractor from his responsibilities, as provided in Section 13, "Water Pollution Control," Section 5-1.36, "Property and Facility Preservation," and Section 5-1.39, "Damage Repair and Restoration," of the Standard Specifications.

Temporary erosion control features as are necessary to prevent damage during the winter season shall be constructed and functioning. The Contractor shall construct such supplementary temporary erosion control facilities as are necessary to protect adjacent private and public property.

Temporary erosion control measures shall conform to the current edition of ABAG manual of standards for erosion and sediment control measures and includes, but not limited to the following:

1. The Contractor shall conduct his operations in such a manner that storm runoff will be contained within the project or channeled into the storm drain system which serves the runoff area. Storm runoff from one area shall not be allowed to divert to another runoff area.
2. The roadway shall be kept swept, and spoils from grinding, sawcutting, trenching, etc. and silt, shall be removed daily or as often as needed to prevent spoils and silt from entering the storm drain system and roadside ditches.

10-1.06 Maintaining Traffic and Pedestrian Operations: The site of the work shall be enclosed by suitable barricades, signs and lights to warn and protect traffic effectively and shall be in accordance with those procedures as set by the Federal Highway Administration.

Attention is directed to Section 10-2 "Construction Area Signs and Traffic Control" of these Special Provisions.

The Contractor shall provide adequate barricades, signs, warning lights, watchmen and flagmen in accordance with the latest revision of the State of California "Manual for Warning Signs, Lights and Devices for Use in Performing Work Upon Highways" to protect the work and the safety of the public. Warning lights using inflammable liquids will not be permitted; only electrically operated lights will be approved for use. Warning lights shall be kept burning from sunset to sunrise, and barricades shall be painted to increase their visibility at night.

All detours and traffic control shall be between 8:00 a.m. and 5:00 p.m. unless otherwise noted; unobstructed two-way traffic shall be maintained daily from 5:00 p.m. to 8:00 a.m.

Attention is directed to Section 7-1.03, "Public Convenience," and Section 7-1.04, "Public Safety," of the

Standard Specifications, which sections are hereby incorporated in these Special Provisions as if set forth in full. Attention is also directed to Section 10-1.07, "Public Safety," of these Special Provisions.

Adequate traffic control, flagmen, signing, and barricades shall be provided by the Contractor at all times as approved by the Engineer.

10-1.07 Public Safety: The Contractor shall at all times conduct his work in accordance with Construction Safety Orders of the Division of Industrial Safety, State of California, to ensure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons and property in the vicinity of the work.

No access way shall be closed to the public without first obtaining permission of the Engineer.

Should the Contractor fail to provide public safety as specified or if, in the opinion of the Engineer, the warning devices furnished by the Contractor are not adequate, the City may place any warning lights or barricades or take any necessary action to protect or warn the public of any dangerous condition connected with the Contractor's operations and the Contractor shall be liable to the City for all costs incurred including, but not limited to, administrative costs.

Nothing in this section shall be construed to impose tort liability on the City or Engineer.

10-1.08 Water for Construction and Dust Control: Construction and testing water shall conform to Section 17, "Watering," of the Standard Specifications and these Special Provisions. The Contractor shall be responsible for providing all water necessary for construction and testing and disposing of all water needed for testing.

During the performance of the work called for under these Specifications, or any operations box thereto, the Contractor shall furnish all labor, equipment and means required, and as often as necessary, to prevent his operations from producing dust in amounts damaging to property or causing a nuisance to persons living nearby or occupying buildings in the vicinity.

10-1.09 Protection of Existing Facilities and Property: The Contractor shall notify Underground Service Alert (USA) for marking the locations of existing underground facilities.

The Contractor shall take all necessary measures to avoid injury to existing surface and underground utility facilities in and near the site of the work. No error or omission of utility markouts shall be construed to relieve the Contractor from his responsibility to protect all underground pipes, conduits, cables or other structures. The Contractor shall indemnify the City and hold it harmless from any and all claims, demands, or liability made or asserted by any person or entity on account of or in connection with any damage to such surface or underground facilities caused by the Contractor or any of his agents or subcontractors.

The existing underground facilities in the area of work may include telephone, television, fiber optic communication and electrical cables, gas mains, water mains, sewer pipe and drainage pipe. The various utility companies shall be notified before trenching begins and at such other times as required to protect their facilities. Underground facilities shall be located and exposed ahead of trenching to prevent damage to the facilities, and to determine the depth and character of all facilities that cross or infringe on the trench prism. The Contractor shall immediately notify the City Engineer of any facilities found. If damage should occur to the existing facilities, the utility company and the City shall be notified immediately and repairs acceptable to the utility company shall be made at the Contractor's expense. Contractor shall protect existing utility markers and remove and replace markers as required.

The Contractor shall preserve and protect City survey monuments and benchmarks per State of California

Business and Professions Code Section 8771.

Attention is directed to the provisions in Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications, which section is hereby incorporated in these special provisions as if set forth in full, and these Special Provisions.

Existing trees, shrubs, and other plants, that are not to be removed and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor in accordance with the requirements in Section 5-1.36, "Property and Facility Preservation," and Section 20-3.01C(4), "Replacement Plants," of the Standard Specifications. Sections 5-1.36 and 20-3.01C(4) of the Standard Specifications is hereby incorporated in these Special Provisions.

10-1.10 Obstructions: Attention is directed to Sections 5-1.36D, "Non-Highway Facilities," and 15, "Existing Facilities," of the Standard Specifications, which sections are hereby incorporated in these Special Provisions as if set forth in full, and these Special Provisions.

Attention is directed to the existence of overhead power lines, power poles, and underground water mains and laterals within the area in which construction is to be performed.

Attention is directed to existing water valve boxes within work area owned by Placer County Water Agency (PCWA). Any and all work required to adjust boxes to grade, either lowering and/or raising, are to be performed by PCWA forces. Contractor shall coordinate the timing of work with PCWA to avoid delay.

Prior to starting work, the Contractor shall (a minimum of 2 working days in advance) call Underground Service Alert (USA), toll free, at (800) 642-2444 and provide USA with all necessary data relative to the proposed work. USA will accept calls and process information to participating agencies who have underground facilities in the area between the hours of 7:30 a.m. and 5:00 p.m. daily, except Saturdays, Sundays, and holidays. Between the hours of 5:00 p.m. and 7:30 a.m. calls will be recorded and then processed after 7:30 a.m. For emergency situations, after hours and on Saturdays, Sundays and holidays, the Contractor shall contact the organization owning the affected facility. Upon notification, agencies having facilities in the area of the proposed excavation will mark their locations in the field using USA standard colors and codes to identify the facility.

Any delays claimed by the Contractor as a direct result of the utility facilities not being rearranged as provided will not be recognized nor will any delays be considered right-of-way delays within the meaning of Section 8-1.07, "Delays," of the Standard Specifications, except that any such delays will entitle the Contractor to an extension of time as provided in Section 8-1.10, "Liquidated Damages," of the Standard Specifications. The Contractor shall immediately notify the Engineer of such delays.

The Contractor will be required to work around public and private utility facilities and other improvements that are to remain in place within the construction area and he will be held liable to the owners of such facilities or interference with service resulting from his operations.

10-1.11 Hours of Work: The Contractor shall restrict his hours of work to 8:00 a.m. to 5:00 p.m. Monday through Friday. Deviations from these hours may be requested and approved in writing by the Engineer.

10-1.12 Dust Control: Dust control shall conform to the provisions in Section 14-9.03, "Dust Control," of the Standard Specifications, which section is hereby incorporated in these special provisions as if set forth in full, and these Special Provisions.

10-1.13 Preconstruction Conference: Prior to beginning any work, the Contractor shall provide the

Engineer and affected agencies with a list of key and responsible personnel and how they may be reached at any time. A preconstruction conference shall be scheduled at least 72 hours prior to construction, at which time the Contractor shall be required to present his proposed work schedule, information of offsite yards, subcontractors, location of disposal and stockpile areas, and traffic control plans. All such schedules shall be subject to the approval of the Engineer and the applicable agencies.

10-1.14 Referenced Specifications and Standards: All contract work will be in accordance with the County Standards, all other terms of this contract including, but not limited to, these Special Provisions, and applicable law. Provisions of the State Standards and the Standard Specifications will only apply to and be a part of this contract to the extent such provisions are expressly incorporated in these Special Provisions.

10-1.15 Owner Notification: The Contractor shall notify all property owners and businesses affected by the project's work at least 48 hours before work is to begin. The notice shall be in writing, placed on doors and shall indicate the Contractor's name and phone number, type of work, day(s) and time when work will occur. Notice shall be reviewed by the Engineer prior to being posted.

Parking restrictions shall be posted 48 hours in advance along the affected construction areas. See Section 10-2.04 "Removal of On-Street Parking" of these Special Provisions.

10-1.16 Emergency Service Providers Notifications: The Contractor shall furnish the name and phone number of a representative that can be contacted in the event of an emergency. Said information shall be reported to the City Police Department dispatcher, and updated as required to provide 24-hour phone access.

10-1.17 Cleanup: Attention is directed to Section 4-1.13, "Cleanup," of the Standard Specifications, which section is hereby incorporated in these Special Provision as if set forth in full.

Before final inspection of the work, the Contractor shall clean the construction site and all ground occupied by him in connection with the work, of all rubbish, excess material, falsework, temporary structures and equipment. All parts of the work shall be left in a neat and presentable condition.

Nothing herein shall require the Contractor to remove warning, regulatory, and guide signs prior to formal acceptance by the Engineer.

10-1.18 Construction Staking: Attention is directed to Section 3-1.11 of the General Provisions for information on Construction Staking.

10-1.19 Tests and Inspections: Attention is directed to Section 3-1.03 of the General Provisions for information on Inspection and Testing of Work and Material.

10-1.20 Disadvantaged Business Enterprise (DBE): Attention is directed to "Instructions – Local Agency Bidder DBE Commitment (Construction Contracts)," of the Federal Requirements. All DBE information must be submitted with Contractor Bid or within three (3) working days of bid submittal date.

10-1.21 Payment: Full compensation for conforming to the provisions of this section shall be considered as included in the contract price paid for various other items of work and no additional allowance will be allowed.

10-2 CONSTRUCTION AREA SIGNS & TRAFFIC CONTROL

10-2.01 Construction Area Signs: Temporary construction area signs are required for the direction of public vehicle and pedestrian traffic through or around the work during construction.

Construction area signs shall be furnished, installed, maintained and removed when no longer required in accordance with the provisions in Section 12, “Temporary Traffic Control,” of the Standard Specifications, Caltrans Standard Plan T13, the California MUTCD Part 6, and these Special Provisions. Sections 7-1.03, “Public Convenience,” and 7-1.04, “Public Safety,” of the Standard Specifications set forth the Contractor’s responsibilities for public convenience and public safety are hereby incorporated in these Special Provisions as if set forth in full and are considered to be part of the contract requirements.

Construction area signs shall not be used until they are needed and when no longer needed they shall be removed from the site of the work.

10-2.02 Maintaining Traffic: Attention is directed to Section 7-1.03, “Public Convenience,” Section 7-1.04, “Public Safety,” and Section 12 “Temporary Traffic Control,” of the Standard Specifications, which sections are hereby incorporated in these Special Provisions as if set forth in full. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibilities as provided in said Section 7-1.04.

10-2.03 Traffic Control Plan: It is the responsibility of the Contractor to provide a Traffic Control Plan five (5) working days prior to beginning construction. Work shall not begin until the plan is approved by the Engineer.

The content of the Traffic Control Plan shall include, but not be limited to, the following:

- a. Show location and limits of the work zone.
- b. Give dimensions of lanes affected by traffic control that will be open to traffic.
- c. Indicate signing, cone placement, and other methods of delineation and reference to appropriate City or Caltrans standard.
- d. Dimension location of signs and cone tapers.
- e. Identify side streets and driveways affected by construction and show how they will be handled.
- f. Show how pedestrian traffic will be handled through the construction site.
- g. Demonstrate how two-way traffic will be maintained.

No work except for the installation of project identification signage will be allowed to commence prior to approval of the work zone Traffic Control Plan.

10-2.04 Removal of On-Street Parking: Forty-eight (48) hours prior to construction, the Contractor shall place barricades signed “NO PARKING –TOW AWAY – Specific Time and Date(s)” at 100 foot intervals or a minimum of 2 signs per block, whichever is greater, in the work area. “NO PARKING” signs must also state “C.V.C. 22651 (L)”. See example below.

<p>TOW AWAY NO PARKING</p> <p>THERE SHALL BE NO PARKING ON THIS STREET BETWEEN THE HOURS OF: _____ AND _____ ON _____</p> <p>VEHICLES FOUND IN VIOLATION WILL BE TOWED.</p> <p>C.V.C. 2265(L)</p>
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“NO PARKING – TOW AWAY” signs shall be submitted for approval by the Engineer prior to their use. The Contractor shall notify the Engineer immediately after the “NO PARKING” signs are in place. “NO PARKING” signs and barricades shall be supplied by the Contractor.

Failure to comply with this section will prevent the City from towing vehicles parked in the proposed work area. Any resulting delay will be the responsibility and at the expense of the Contractor. Section 12-1.03, “Flagging Costs,” of the Standard Specifications is hereby incorporated in these Special Provisions as if set forth in full and is amended to read:

The total cost of furnishing all flaggers will be borne solely by the Contractor.

10-2.05 Contractor Staging Area: Contractor shall not utilize public streets or parking spaces for overnight or weekend storage of vehicles, equipment or materials unless approved by the Engineer.

10-2.06 Measurement and Payment: The contract lump sum price paid for **Traffic Control System** will include full compensation for furnishing all labor (including flagging costs), materials (including signs), Detour Plan, Traffic Control Plan, tools, equipment, and incidentals and for doing all the work involved in placing, removing, storing, maintaining, and moving to new locations, replacing, and disposing of the components of the traffic control system as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-3 EXISTING FACILITIES

10-3.01 Existing Facilities: The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, “Existing Facilities,” of the Standard Specifications and these Special Provisions.

10-3.02 Removal of Miscellaneous Items: Various items shown on the Plans to be removed will be completely removed and disposed of. All traffic stripes, pavement markers and pavement markings shall be removed by sandblasting or grinding and shall not materially damage the existing pavement. Where grinding is used, grinding of the pavement surface shall be limited to a maximum depth of 1/16”. Removal of pavement markers shall conform to the provisions of Sections 15-2.02D of the Standard Specifications and these Special Provisions. Residue from the removal of traffic stripes, pavement markings, and pavement markers shall be swept or vacuumed from the street surface and disposed of immediately after removal. Residue shall not be allowed to enter the storm drain system or creeks and roadside ditches. Disposal shall be performed in accordance with Section 6-1.20, “Disposal of Material Outside the Right of Way,” of the General Provisions.

10-3.03 Sawcut Pavement: Where no joint exists in concrete or asphalt concrete to be removed and concrete or asphalt concrete to remain in place, the concrete or asphalt concrete shall be cut in neat lines to a minimum depth of 0.17 foot with a power driven saw before the concrete or asphalt concrete is removed.

10-3.04 Measurement and Payment:

Removal or Removal and Replacement of Miscellaneous Items: No separate measurement or payment shall be made for the various items to be removed or removed and replaced (such as brick pavers, through curb drains, traffic stripes, pavement markers and markings) unless specified and listed in the Bid Schedule. Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

Sawcut Pavement: No separate measurement or payment will be made for sawcutting. Full compensation for sawcutting shall be considered as included in the contract prices paid for the various contract items of work requiring sawcutting and no additional compensation will be allowed.

10-4 DIGOUT REPAIR

10-4.01 Description: Digout Repair will be used where shown on the plans and as directed by the Engineer and shall conform to these specifications. Digout repair shall consist of 6" of removal of asphalt concrete pavement areas as shown on the plans and as directed by the Engineer, and placing 6" asphalt concrete and geosynthetic pavement interlayer. No additional compensation will be made for grinding or removal beyond the limits of the areas marked by the Engineer for digout repair locations. **Any additional grinding done by the Contractor beyond the limits of the areas marked by the Engineer shall be at Contractor's cost.**

10-4.02 Geosynthetic Pavement Interlayer: Geosynthetic pavement interlayer shall conform to the applicable provisions of Section 96 "Geosynthetics" of the Standard Specifications and these special provisions. Attention is directed to Section 10-7 "Geosynthetic Pavement Interlayer" of these special provisions.

Asphalt concrete shall conform to the section entitled "Asphalt Concrete," of these Special Provisions.

A tack coat, of a type compatible with the geosynthetic pavement interlayer, shall be applied to all mating surfaces along and at conforms to existing pavement prior to placement of new asphalt concrete and shall conform to Section 94, "Asphaltic Emulsions" of the Standard Specifications.

10-4.03 Disposal: The contractor shall be responsible for recycling or disposal of all removed bituminous pavement in accordance with Section 6-1.20, "Disposal of Material Outside the Right of Way," of the General Provisions.

10-4.04 Measurement and Payment:

Digout Repair will be measured by the square yard.

The estimated quantity of Digout Repair is for bidding purposes only. This quantity may be increased, decreased or eliminated in its entirety based on field condition evaluation by the Engineer, and no adjustment in the contract bid price or other contract items will be made.

In the event of an increase or a decrease in the amount of the Engineer's Estimated quantity of Digout Repair, such increase or decrease shall not be considered an alteration in excess of the 25 percent of the contract amount of such items under provisions of Section 4-1.05A of the Standard Specifications and no adjustment of the contract price for Digout Repair will be made by reason of such increase or decrease.

Digout Repair will be paid for at the contract price per square yard, which shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved including, but not limited to, grinding, disposal, sweeping, geosynthetic pavement interlayer, asphalt concrete and compaction, as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed.

10-5 ASPHALT CONCRETE REMOVAL

10-5.01 Description: Existing asphalt concrete pavement shall be removed at the locations and to the dimensions shown on the plan and disposed of as specified herein. Any removal performed by the Contractor beyond the limits of the road reconstruction shown on the Project Plans shall be replaced to match existing.

Pavement removal shall be performed with a pavement grinder. No other construction equipment will be allowed on the subgrade unless approved by the Engineer. No rubber tired equipment shall be allowed on the subgrade. **Contractor shall exercise due caution when grinding or removing existing asphalt concrete around existing utility castings, survey monuments or within the gutter pan areas. Following grinding of the asphalt concrete adjacent to castings or monuments or within the gutter pan areas, the contractor shall use hand working tools as necessary to remove any remaining asphalt concrete.** Any disturbance or damage to survey monuments shall be reported to the Engineer. Attention is directed to the provisions in Section 10-1.09 "Protection of Existing Facilities and Property" and Section 10-1.10 "Obstructions," of these Special Provisions.

The depth, width and shape of the cut shall be indicated on the typical cross-sections, details or as directed by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross-sections and details. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

For areas to receive geosynthetic pavement interlayer, the cold milling equipment and operation shall have the capability to:

- 1) Remove asphalt concrete a minimum depth of 1/4-inch.
- 2) Provide a surface relief (distance between ridges) of no more than 1/4-inch.
- 3) Maintain a 1/4-inch grade tolerance (transverse and longitudinal).

The equipment shall include a minimum of 3 riding tracks; an automatic grade control system with an electronic averaging system having 3 sensors on each side of the machine; a drum that operates in the up-milling direction; bullet tooth tools with tungsten carbide steel cutting tips; and a 1/4 inch tool spacing.

When transverse joints are made in the pavement at conform lines; no drop-off shall remain between the existing pavement and planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened public traffic, a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapers on a slope of 30:1, or flatter, to the level of the planed area.

Asphalt concrete for temporary tapers shall be constructed of commercial quality asphalt concrete or cold mix asphalt concrete and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be maintained continuously and when no longer needed completely removed, including the removal of all loose material from the underlying surface, before placing the permanent surfacing. Such removed material shall be disposed of outside the highway right-of-way in accordance with Section 6-1.20, "Disposal of Material Outside the Right of Way," of the General Provisions.

The Contractor shall note that there are street trees near areas intended for asphalt removal. The Contractor's operation, including the size of the grinding equipment, shall be such, so as to insure that existing street trees are not damaged. Where limited clearance under the street trees prevents the use of a grinder, excavation shall be performed by an alternate method as approved by the Engineer. Alternate methods may include jack-hammering and removal of existing pavement and base materials by hand, or by use of smaller grinding equipment.

Where tree roots are encountered during pavement removal, the Contractor shall contact the City Engineer. If authorized by the City Engineer, cut the roots off six inches below the planned subgrade. Each cut shall be clean with no torn bark or splintered wood remaining on the root and shall be accomplished by use of saw appropriate for the size of the root to be cut.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be removed and disposed of outside the highway right-of-way in accordance with Section 6-1.20, "Disposal of Material Outside the Right of Way," of the General Provisions. Removal operations of cold-planed material shall be concurrent with planing operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer. The Contractor shall provide sediment control measures to prevent sediment from entering the storm drain system.

10-5.02 Measurement and Payment:

Remove Asphalt Concrete will be measured by the square yard. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans, including conform areas.

Remove Asphalt Concrete will be paid for at the contract price per square yard, which price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved including, but not limited to, disposal, sediment control measures, removal of asphalt concrete, sweeping, protection of existing castings, survey monuments, utility vaults and gutter pans, furnishing asphalt concrete for and constructing, maintaining, removing and disposing of temporary asphalt concrete tapers, and as shown on the plans, as specified in these Special Provisions and as directed by the Engineer and no additional compensation will be allowed.

10-6 STREET SWEEPING / PAVEMENT PREPARATION**10-6.01 Description:**

- A. Pavement surfaces shall be clean and dry prior to application of geosynthetic pavement interlayer and pavement markings.
- B. Cleaning shall be performed by sweeping with power equipment to remove all loose particles of pavement and grindings, all dirt and other extraneous material.
- C. All traffic stripes, pavement markers and pavement markings shall be removed unless otherwise directed by the Engineer. Traffic stripes and pavement markings shall be removed by sandblasting or grinding and shall not materially damage the existing pavement. Where grinding is used, grinding of the pavement surface shall be limited to a maximum depth of 1/16".
- D. Residue from the removal of traffic stripes, pavement markings, and pavement markers shall be swept or vacuumed from the street surface and disposed of immediately after removal. Residue shall not be allowed to enter the storm drain system or creeks and roadside ditches. Disposal shall be performed in accordance with Section 6-1.20 "Disposal of Material Outside the Right of Way," of the General Provisions.

10-6.02 Payment:

- A. Full compensation for Street Sweeping/Pavement Preparation will be considered as included in the prices paid for various contract items of work and no additional allowance will be made.

10-7 GEOSYNTHETIC PAVEMENT INTERLAYER

10-7.01 Description: Geosynthetic pavement interlayer shall be placed in resurface areas as shown on the plans and as directed by the Engineer. Geosynthetic pavement interlayer shall be Class II and conform to these special provisions and all applicable provisions of Section 96, “Geosynthetics,” of the Standard Specifications and shall be placed in accordance with the requirements of Section 39-2.01C(3)(g), “Geosynthetic Pavement Interlayer,” of the Standard Specifications.

Tack coat shall be applied with a distributor truck equipped to spray a uniform film of tack. The distributor must be capable of maintaining proper temperature, pressure and spray bar height to apply the correct tack coat rate. Tack coat shall be of a type compatible with geosynthetic pavement interlayer and shall conform to Section 94 “Asphaltic Emulsions,” of the Standard Specifications.

10-7.02 Measurement and Payment:

Geosynthetic Pavement Interlayer will be measured and paid for by the square yard, based on the net area of coverage.

Geosynthetic Pavement Interlayer will be paid for at the contract price per square yard, which shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in providing geosynthetic pavement interlayer, complete in place. Full compensation for pavement sweeping, preparation, asphalt binder for geosynthetic pavement interlayer, and for furnishing and spreading sand to cover exposed binder material if necessary, shall be considered as included in the contract price paid per square yard for geosynthetic pavement interlayer and no additional compensation will be allowed.

In the event of an increase or a decrease in the amount of the Engineer’s Estimated quantity of Geosynthetic Pavement Interlayer, such increase or decrease shall not be considered an alteration in excess of the 25 percent of the contract amount of such items under provisions of Section 4-1.05A of the Standard Specifications and no adjustment of the contract price for Geosynthetic Pavement Interlayer will be made by reason of such increase or decrease.

The cost for Geosynthetic Pavement Interlayer placed in digout repair areas shall be included with the contract unit cost for Digout Repair.

10-8 ASPHALT CONCRETE

10-8.01 Asphalt Concrete: Asphalt concrete base and asphalt concrete surface and the placing thereof shall conform to the requirements of Section 39, "Hot Mix Asphalt," of the Standard Specifications with the following modifications:

Aggregate shall be Type A, ½" maximum, medium for surface course. Paving asphalt shall be PG64-16 conforming to the latest published provisions in Section 92, "Asphalts," of the Standard Specifications.

The Contractor shall furnish the Owner's Engineer, at least ten (10) working days prior to the start of work, a list of sources of materials together with a Certified of Compliance indicating that materials to be incorporated in the work fulfill the requirements of these specifications and a mix design for the asphalt concrete. The mix design shall be performed in accordance with CTM 366 and 367. The Certified of Compliance shall be signed by the material supplier or his representative. The Contractor shall be responsible for all costs associated with the required mix design.

Prior to placement of new asphalt concrete, the Contractor shall clean the existing asphalt concrete surface in accordance with Section 39-1 of the Standard Specifications. The contractor shall remove and dispose of all weeds, dirt and debris on the existing pavement surface to be overlaid to the satisfaction of the Engineer. All traffic stripes, pavement markers and pavement markings shall be removed unless otherwise directed by the Engineer. Traffic stripes and pavement markings shall be removed by sandblasting or grinding and shall not materially damage the existing pavement. Where grinding is used, grinding of the pavement surface shall be limited to a maximum depth of 1/16". Removal of pavement markers shall conform to the provisions of Sections 15-2.02D of the Standard Specifications and these Special Provisions. Residue from the removal of weeds, dirt, debris, traffic stripes, pavement markings, and pavement markers shall be swept or vacuumed from the street surface and disposed of immediately after removal. Residue shall not be allowed to enter the storm drain system or creeks and roadside ditches. Disposal shall be performed in accordance with Section 6-1.20, "Disposal of Material Outside the Right of Way," of the General Provisions.

A tack coat, of a type compatible with geosynthetic pavement interlayer, shall be applied to all mating surfaces along and at conforms to existing pavement prior to placement of new asphalt concrete and shall conform to Section 94, "Asphaltic Emulsions" of the Standard Specifications.

Tack coat shall be applied between all asphalt concrete lifts.

The Contractor shall use asphalt spreading machinery with automated controls. No trucks or other equipment shall be allowed on the subgrade at any time. Trucks or other construction equipment shall not be allowed on the newly placed asphalt concrete until the day after it is placed. Super Dumps or other trucks with liftable trailing load bearing axles shall not be allowed on the newly placed asphalt concrete at any time unless specifically approved by the Engineer. All trucks or other construction equipment to be driven on the newly placed asphalt concrete shall not exceed the surface load bearing capacity and shall not produce rutting or pumping at any time.

Construction shall be in accordance with Section 39-3 "Method Construction Process" of the Standard Specifications. Asphalt concrete shall be compacted to 91-97% of maximum theoretical density (CT 309) as determined by CT 375 (a nuclear density device may be used). A profilograph will not be required.

A drop-off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic. Attention is directed to Section entitled, "Maintaining Traffic" of these Special Provisions. Temporary asphalt concrete tapers or grinding of the existing pavement edge shall be used to provide a slope of 30:1, or flatter, between adjacent lanes open to traffic.

10-8.02 Measurement and Payment:

Asphalt Concrete will be measured by tonnage.

The estimated quantity of Asphalt Concrete is for bidding purposes only. This quantity may be increased or decreased based on field condition evaluation by the Engineer, and no adjustment in the contract bid price or other contract items will be made.

In the event of an increase or a decrease in the amount of the Engineer's Estimated quantity of Asphalt Concrete, such increase or decrease shall not be considered an alteration in excess of the 25 percent of the contract amount of such items under provisions of Section 4-1.05A of the Standard Specifications and no adjustment of the contract price for Asphalt Concrete will be made by reason of such increase or decrease.

Asphalt Concrete will be paid for at the contract price per ton, which price shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in placing asphalt concrete, including but not limited to pavement preparation, tack coat, compaction and no additional compensation will be allowed.

No separate measurement or payment will be made for asphalt concrete and geosynthetic pavement interlayer used in Digout Repairs. The cost for the asphalt concrete and geosynthetic pavement interlayer placed in digout repair areas shall be included with the contract unit cost for Digout Repair.

Section 9-1.07, "Payment Adjustments for Price Index Fluctuations", of the Standard Specifications shall not apply. No adjustments in payment will be made for fluctuations in the cost of asphaltic materials.

10-12 TRAFFIC SIGNAGE, STRIPING AND MARKING

10-12.01 Traffic Stripes and Pavement Markings: Thermoplastic traffic stripes and pavement markings shall conform to the applicable provisions of Section 84 of the Standard Specifications, and these Special Provisions and shall be placed at the locations shown on the plans.

Existing stripes and pavement markings which are damaged by the work shall be replaced.

Striping and marking shall begin a minimum of 48 hours after asphalt concrete paving.

10-12.02 Measurement and Payment:

Thermoplastic Traffic and Miscellaneous Stripes will be measured by the linear foot.

Thermoplastic Traffic and Miscellaneous Stripes will be paid for at the contract price per linear foot of the various detail types, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in placing traffic stripes, complete in place, including, but not limited to:

- all glass beads,
- paint material,
- thermoplastic pavement marking material,
- pavement markers (retroreflective and non-reflective markers),
- tape,
- eradication of existing traffic stripes and markers,
- temporary traffic stripes,
- replacement of damaged stripes, and
- pavement surface preparation

and any other work required to install traffic, parking and miscellaneous stripes not specifically enumerated in the plans and specifications and no additional compensation will be allowed.

Pavement Markings – Thermoplastic will be measured by the square foot. Areas for pavement marking, shall be assumed to be as follows:

- a. “STOP” 22 sqft
- b. “AHEAD” 31 sqft
- c. “PED” 18 sqft
- d. “XING” 21 sqft

Pavement Markings – Thermoplastic will be paid for at the contract price per square foot, which price shall include full compensation for furnishing all equipment, tools, and labor, and doing all the work involved, as herein specified, including, but not limited to:

- all glass beads,
- thermoplastic material,
- tape,
- providing temporary pavement markings,
- eradication of existing and temporary pavement markings,
- replacement of damaged markings, and
- pavement surface preparation

and any other work required to install pavement markings not specifically enumerated in the plans or specifications, and no additional compensation will be allowed.

10-13 MOBILIZATION

10-13.01 Mobilization: Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for establishment of all offices and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

10-13.02 Measurement and Payment: Mobilization will be measured and paid for on a lump sum basis in accordance with the provisions of Section 9-1.16D, "Mobilization," of the Standard Specifications.

APPENDIX A

Federal Wage Rates

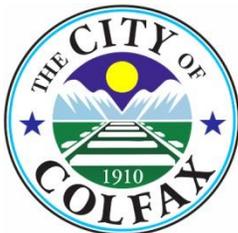
Note that the federal wage rates are available at the Office of the City Clerk of Colfax and are current as of the date of printing. However these rates are subject to updating, and as such may not be valid for bidding purposes.

The contractor should use the latest federal wage rates as of 10 days prior to the bid opening for purposes of bidding and wage determinations for this project.

The latest federal wage rates *for this project* can be found at the following web link:

<http://www.wdol.gov/dba.aspx>

and find the appropriate wage determination for Highway work in Placer County.



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MAY 23, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Wes Heathcock, City Manager
DATE: May 10, 2018
SUBJECT: Animal Control Contract

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$86,729	FROM FUND: 100-5510
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RECOMMENDED ACTION: Discuss and consider adopting Resolution 37-2018 Authorizing the City Manager to execute an agreement with Placer County Department of Health and Human Services for Animal Control and Care Services for a three year term in an amount not to exceed \$86,729.

BACKGROUND AND DISCUSSION:

The Current contract for Animal Control and Care Services expires June 30, 2018. Staff received an updated contract from Placer County Health and Human Services for a three year term. The first year contract amount is \$28,060 payable in four quarterly installments of \$7,015. This is approximately \$1,900 **less** than base price of the previous contract. The subsequent years are subject to a Consumer Price Index (CPI) adjustment up 3% annually.

Year	17/18 Current Rate	18/19 New Rate	19/20 New Rate with 3% CPI	20/21 New Rate with 3% CPI	
Quarterly Rate	\$7,723	\$7,014	\$7,225	\$7,442	
Annual rate	\$30,892	\$28,060	\$28,900	\$29,768	\$86,728 Total

As shown in the above table, the quarterly rate will still be lower at the end of contract term than in the existing contract. Staff recommends approving the new contract with Placer County Health and Human Services based on the reduced contract costs and the continuation of consistent field and enforcement services related to domestic animals within the City limits.

FINANCIAL AND/OR POLICY IMPLICATIONS:

For the total services specified within the Agreement, the City of Colfax will reimburse the County of Placer an amount not to exceed \$86,729 over the course of a three year contract.

ATTACHMENTS:

1. Resolution 37-2018
2. Animal Control and Care Services agreement

City of Colfax

City Council

Resolution № 37-2018

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PLACER COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR ANIMAL CONTROL SERVICES FOR A THREE YEAR TERM IN AN AMOUNT NOT TO EXCEED \$86,729

WHEREAS, the County of Placer, Department of Health and Human Services (“County”) and the City of Colfax (“City”) are parties to the Animal Control and Care Services Contract (the “Contract”) for the provision of animal services by the County to the City; and

WHEREAS, the County has submitted the attached Contract which provides for Animal Services to the City for a three year term to be paid quarterly in the amount of \$7, 014 per calendar quarter for Fiscal Year July 1, 2018 – June 30, 2019, subject to an annual adjustment each July 1st; and

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to approve the Contract.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax as follows:

1. The foregoing recitals are true and correct statements of fact and are incorporated into this Resolution by this reference.
2. The City Manager is hereby authorized to execute on behalf of the City the Contract attached to this Resolution and to appropriate and expend all City funds needed to perform the City’s obligation under the Contract

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the regular meeting of the City Council of the City of Colfax held on the 23th day of May, 2018 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

May 1, 2018

Wes Heathcock
City of Colfax
P.O. Box 702
Colfax, CA 95713



RE: Animal Sheltering and Adoption Services Contract

Please find the enclosed contract agreement between the City of Colfax and Placer County for animal sheltering services beginning July 1, 2018 through June 30, 2021.

This contract commits Placer County to provide the best animal sheltering and adoption services possible to the City of Colfax for the next three years. The new animal care facility opened in late November of 2016 which has resulted in enhanced services that include; a dramatic increase to our live release rates, improved medical services, training and education opportunities for city residents and staff covering topics on animal care, volunteer programs, shelter operations and animal training. The services provided are part of a comprehensive program that include animal intake, care and adoption services, as well as the following additional benefits:

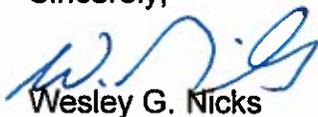
- Animal Control Officer Response – Placer ACOs are available when your residents need them including overnight, weekend and holidays.
- Neonatal kitten program providing around the clock care. This program has saved all kittens surrendered from Colfax residents last year through our foster care program called "kitten central." All of these animals were adopted out successfully.
- Specialty surgery and medical treatment for Colfax animals as needed.
- Behavioral training and socialization sessions until Colfax animals are successfully adopted regardless of how long that takes.
- Animals exposed to rabies that must be tested to protect public health that includes specimen processing, decapitation, sample preparation and transport to the Sacramento County Lab.
- Lab results for Colfax rabies specimens and quarantine statistics with follow up by Placer County Public Health officials and outcomes that are reported back to the City of Colfax.
- Transfer of animals if needed for easy pickup for any resident that may have difficulty traveling to the County facility.
- The new Animal Care facility is open to Colfax residents with access to the following benefits:
 - Spay/neuter and vaccine program for low-income residents

- Free spay/neuter and vaccines for feral cats
- Free spay/neuter for all Colfax cats through Animal Spay & Neuter
- County sponsored services for abandoned neonatal kittens until adoption
- Access to rescue and shelter partners network for animal placement
- City of Colfax partner agency promotion during public events
- Colfax residents invited to special free trainings held at the new facility
- Access to Animal Control services including after-hours and on holidays
- Public Education outreach at local events, in Colfax schools, and community groups
- Posts on Placer County social media applications such as, "Next Door" and others to reunite lost Colfax pets with their owners
- Free animal care training for Colfax staff

The base amount in the new contract utilizes the average actual costs, and then subtracts from the base amount for appropriate credits such as license and redemption fees. The contract amount will be increased by the Consumer Price Index adjustment published by the State of California each year. This increase will be applied on July 1st, each year by the amount published in the California Department of Industrial Relations Consumer Price Index. The final contract total is calculated based on the number of animals that Placer County provides medical care, behavior modification training and sheltering and adoption services for the City of Colfax.

We would appreciate your attention to this agreement at your earliest convenience. Please find (2) copies of the contract attached. Please have your authorized signatories sign both copies, and return both copies to the following address: Placer County Health and Human Services, 3091 County Center Drive, Suite 290, Auburn, CA 95603, Attention: Contracts Unit. We would be happy to meet with you to answer any questions you might have. Please contact Adrienne Taylor at (530) 745-3176 for any questions regarding the contract or if additional information is needed.

Sincerely,



Wesley G. Nicks
Director, Animal Services and Environmental Health Divisions
Placer County Health and Human Services Department

**CONTRACT FOR SERVICES
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION: Animal Control and Care Services
 CONTRACT NO. CN005979
 BEGINS: July 1, 2018
 ENDS: June 30, 2021
 ADMINISTERING AGENCY: Health and Human Services, Animal Services Division

This is an Agreement made and operative as of the 1st day of July, 2018, between the COUNTY OF PLACER, through its Health and Human Services Department, hereinafter referred to as "COUNTY", and the CITY OF COLFAX, hereinafter referred to as "CITY", both parties being political subdivisions of the State of California.

WHEREAS, both COUNTY and CITY have the authority to regulate and control animals, and to provide care to stray and unwanted animals, and in conjunction therewith, to impound, take in and care for animals in accordance with the law, and

WHEREAS, both COUNTY and CITY have the authority to remove dead stray domestic and wild animals from public property and streets, and

WHEREAS, CITY may not have adequate resources to provide field and enforcement services related to domestic animals within the CITY, or facilities for the care and custody of stray impounded and unwanted animals, and for the adoption of homeless animals, and

WHEREAS, CITY desires that COUNTY house, care for, and offer animals for adoption at the Placer County Animal Services Center, operated by COUNTY and located at 11232 B Avenue, Auburn, CA 95603, and

WHEREAS, Government Code Section 51301 allows cities and towns to enter into contracts with counties for the performance of city and town functions, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with such field and shelter services during the term of this Agreement

Therefore, in consideration of the mutual covenants and agreements of this Agreement, it is understood and agreed by and between the parties as follows:

1. **SERVICES:** COUNTY agrees to provide CITY with animal control and care services, as set forth in **Exhibit A titled Scope of Services**, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to CITY or provide additional payment to COUNTY except as expressly set forth in this or the amended Agreement.
3. **PAYMENT:** CITY shall pay to COUNTY as full payment for all services rendered pursuant to this Agreement in the amount set forth in **Exhibit B, titled Payment Provisions**. The payment specified in Exhibit B shall be the only payment made to COUNTY for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed **Eighty-Six Thousand Seven Hundred Twenty-Nine Dollars (\$86,729)**. This rate shall be inclusive of all COUNTY costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. COUNTY shall charge for travel according to the Federal General Services Administration (GSA) guidelines.

4. INVOICES:

- 4.1. COUNTY will provide invoices to CITY on a quarterly basis. CITY will review, approve, and pay all valid invoices within 30 days of receipt.
- 4.2. COUNTY shall notify CITY no later than May 15th of each year of the quarterly charges to be assessed effective July 1st in accordance with Section 3 and Exhibit B and CITY shall remit payment to COUNTY on a quarterly basis based on this notification.
- 4.3. Invoices for payment will be submitted to the following address, will be on COUNTY letterhead and will include the contract number, the remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense should be attached to the invoice:

City of Colfax
Attn: Accounts Payable
P.O. Box 702
Colfax, CA 95713

5. **EXHIBITS:** All exhibits referred to in this Agreement, and/or identified in the list of exhibits following the signature page, and / or otherwise attached to the Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements. Responsibilities and services of COUNTY identified in more than one location will be construed such that the provisions mandating the greater obligations shall control.
6. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2018 through June 30, 2021. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.
7. **TERMINATION:** Either party shall have the right to terminate this Agreement without cause; any such termination will be effective thirty (30) calendar days after written notice. CITY shall pay for services on a prorated basis to the date of cancellation, and COUNTY shall refund any payments received in excess of this prorated amount. Prorated amounts shall be based on the quarterly payment applicable at the time of termination.
8. **RECORDS:** COUNTY shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to CITY, and CITY shall have the right to inspect and copy such records at any reasonable time.
9. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, COUNTY, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between CITY and COUNTY. COUNTY agrees neither it nor its agents and employees have any rights, entitlement or claim against CITY for any type of employment benefits or workers' compensation or other programs afforded to CITY employees. COUNTY will be responsible for all applicable State and Federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.
10. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See Exhibit C for insurance requirements for this Agreement. The COUNTY'S insurance requirements are a material provision to this Agreement.
11. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage

prepaid and properly addressed as follows. Changes in contact person or address information shall be made by notice, in writing, to the other party.

If to COUNTY: Jeffrey S. Brown, Director
Placer County Dept. of Health and Human Services
3091 County Center Drive, Suite 290
Auburn, CA 95603

If to CITY: Wes Heathcock, City Manager
City of Colfax
P.O. Box 702
Colfax, CA 95713

12. **ASSIGNMENT:** CITY will not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of COUNTY. The terms of this Agreement shall also apply to any subcontractor(s) of CITY.
13. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with COUNTY. This Agreement shall not restrict CITY from acquiring similar, equal or like goods and/or services from other entities or sources. COUNTY shall only provide those services as requested by CITY and CITY may cancel any service request.
14. **TIME OF PERFORMANCE:** COUNTY agrees to complete all work and services in a timely fashion.
15. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of CITY and COUNTY with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
16. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California.
17. **CONTRACTOR NOT AGENT:** Except as COUNTY may specify in writing CITY will have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CITY will have no authority, express or implied pursuant to this Agreement to Bind COUNTY to any obligation whatsoever.

//Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

CITY OF COLFAX ("CITY")

Signature

Print Name, Title

Date: _____

COUNTY OF PLACER ("COUNTY")

Jeffrey S. Brown, Director,
Department of Health & Human Services

Date: _____

Approved as to Form
Office of City Attorney

Date: _____

Approved as to Form
Office of Placer County Counsel

Date: _____

EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements

EXHIBIT ASCOPE OF SERVICES1. DESCRIPTION OF SERVICES:

- 1.1. Animals seized or picked-up by COUNTY within CITY'S jurisdiction shall be taken to the COUNTY Animal Services Center operated and maintained by COUNTY at 11232 B Avenue, Auburn, CA 95603. COUNTY Animal Services Center shall also accept animals presented by owners or others residing within the jurisdiction of the CITY.
- 1.2. COUNTY will keep, maintain, and care for stray and owner surrendered animals at the COUNTY Animal Services Center until redeemed by owner or person entitled to custody, adopted, or euthanized as governed by California Food and Agriculture Code Sections 17005, 17006, 31108, 31752, 31752.5, 31753, and 31754... Animals impounded with a license tag, identification tag or a microchip shall become available for adoption or euthanasia after a period of ten (10) working days. Animals not impounded with a license tag, identification tag or a microchip shall become available for adoption or euthanasia after the required impound period as mandated by California Food and Agriculture Code Sections 31108, 31752, 31752.5, 31753, and 31754..

Adoption and euthanasia procedures shall be performed in accordance with California Food and Agriculture Code Sections 17005, 17006, 30503, 31107, 31108, 31108.5, 31751.3, 31752, 31752.5, 31753, 31754 and 32003; California Penal Code Sections 597, 597.1 and 599d; California Code of Regulations Title 16, Section 2039 and Title 17, Section 2606; California Civil Code Section 1834.4 and California Business and Professions Code Section 4827.
- 1.3. COUNTY agrees to provide quarantine facilities to CITY and to provide quarantine kennels or kennels for extraordinary circumstances to CITY as a part of this Agreement.
- 1.4. COUNTY agrees to provide CITY with accurate quarterly impound reports regarding the disposition of CITY and COUNTY animals.
- 1.5. COUNTY shall dispose of all dead animals delivered to the Animal Services Center from CITY subject to Chapter 6.08.080 of the Placer County Code, and any other applicable laws or regulations.
- 1.6. Animals/specimen delivered to COUNTY for rabies testing will be prepared, properly stored, and transported to the Sacramento County Public Health Laboratory for analysis. COUNTY will receive results and notify the CITY of the outcome and any Public Health recommendations as appropriate upon receipt of the results.
- 1.7. COUNTY shall perform field services within the incorporated jurisdiction of CITY. The cost of such services shall be included in the quarterly rate calculated as described in Exhibit B. Field services shall include, but are not limited to, responding to citizen complaints relating to domestic animals and livestock; law enforcement relating to dog licensing requirements and humane investigations; impounding strays; animal rescues; dead animal pickup and disposal; rabies control; and assisting other law enforcement and other governmental agencies as required. Field services are provided on a 24-hour per day basis. However, only emergency services dispatched by the Placer County Sheriff's Office are available after 5:00 p.m., weekends, and holidays.
- 1.8. COUNTY shall perform all functions in accordance with applicable California Penal Code, Health and Safety Code, Food and Agriculture Code, Code of Regulations, Business and Professions Code and Placer County Code requirements, as periodically updated and amended, and in accordance with published California State policy statements regarding standards for animal control and care services. When COUNTY is providing field services to CITY, CITY codes that are in conformance with COUNTY Codes will be enforced by COUNTY in accordance with Chapter 6 of the Placer County Code. CITY codes not in conformity with COUNTY codes shall be enforced by CITY unless authority is delegated to COUNTY through CITY ordinance.

- 1.9. CITY animals with treatable injuries or illness will receive proper veterinary medical treatment as mandated by California Penal Code Section 597 and California Civil Code 1834.
- 1.10. CITY Manager, or authorized designee may request COUNTY to provide additional animal control emergency or other relief services that CITY may desire. A request for services shall not, however, guarantee provision of said services which, if rendered, shall be at the discretion of the COUNTY Director of Animal Services. COUNTY will contact CITY to confirm whether the requested services will be provided. The costs relating to these services shall be additional to the quarterly rate calculated as described in Exhibit B, Payment Provisions under the heading "Field Services".
- 1.11. COUNTY shall furnish and supply all necessary labor, supervision, equipment, dispatching services, facilities, and supplies necessary to maintain the level of services to be rendered hereunder.
- 1.12. COUNTY shall collect fees from the public, and shall retain all such fees, in addition to payments made by CITY pursuant to this Agreement.

EXHIBIT B**PAYMENT PROVISIONS**

Per Government Code Section 51350, a county that provides services to a city or town pursuant to contract shall charge the city or town all those costs that are incurred in providing the services so contracted or authorized.

The total amount of this contract shall not exceed Eighty-Six Thousand Seven Hundred Twenty-Nine Dollars (\$86,729). This amount is meant to be a maximum and COUNTY will bill based on actual services. The amount allows for flexibility to include the annual CPI increases up to 3%. Changes to this maximum contract amount due to an increase in pro-rata share shall be memorialized in a subsequent amendment.

1. The charges for all services set forth in Exhibit A, Scope of Services shall be based on the CITY'S pro-rata share of Animal Services Fiscal Year 2018-2019 budgeted operating cost. For Fiscal Year 2018-2019, charges are set at **Seven Thousand Fourteen Dollars and Eighty-Three Cents (\$7,014.83) per calendar quarter**. Charges for Fiscal Years 2019-2020 and 2020-2021 shall be subject to an annual adjustment based on the California Department of Industrial Relations Consumer Price Index – California, for all Urban Consumers. The adjustment shall be calculated using the most recent twelve month period data available as of April 30 for each year.

2. **Charges for Field Services**

Charges for services provided in accordance with Section 1.9 of Exhibit shall be billed separately as detailed below.

2.1. For any field services performed Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. the current hourly field service rate shall be charged, as set forth in COUNTY Code Section 2.116.110.

2.2. For any emergency field services performed Monday through Friday between the hours of 4:00 p.m. and 8:00 a.m., Saturdays, Sundays, or official COUNTY holidays the current hourly after-hours rate shall be charged, as set forth in COUNTY Code Section 2.116.110.

2.3. Field services shall include one animal control officer, one animal control vehicle and, if needed, one stock or horse trailer. If additional officers or equipment are required, appropriate fees shall be applied as set forth in COUNTY Code Section 2.116.110.

2.4. Rates set forth in this section are subject to annual adjustment by the COUNTY Board of Supervisors. COUNTY shall notify CITY in writing of any such adjustment prior to applying the adjusted rates to services performed for CITY.

EXHIBIT CPLACER COUNTY INSURANCE AND INDEMNITY REQUIREMENTS

CITY shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII evidencing all coverages, limits, and endorsements listed below:

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

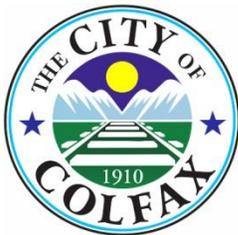
COUNTY agrees to indemnify and hold harmless CITY and CITY'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of COUNTY, its employees or agents.

CITY agrees to indemnify and hold harmless COUNTY, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of CITY, its employees or agents.

This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of COUNTY'S services, as well as during the progress of rendering such services. Acceptance of insurance required by this Agreement does not relieve COUNTY from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by COUNTY'S operations regardless if any insurance is applicable or not.

2. INSURANCE:

It is agreed that CITY and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than one million dollars (\$1,000,000) to cover all of its operations, specifically, but not limited to, not less than one million dollars (\$1,000,000) general liability, one million dollars (\$1,000,000) automobile liability, and one million dollars (\$1,000,000) workers' compensation.



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MAY 23, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: May 14, 2018
SUBJECT: Proposed Budget Fiscal Years 2018-2019 and 2019-2020

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Discuss and consider adopting Resolution 38-2018 adopting the Annual Operating Budget for Fiscal Year 2018-2019 and Fiscal Year 2019-2020.

SUMMARY:

City staff has compiled final budget recommendations for City programs and projects for the fiscal years 2018-2019 and 2019-2020. The proposed spending plan is consistent with projected funding availability, efficient and effective service delivery to the community, existing contractual agreements and legal requirements.

The proposed budget is balanced, with expenditure amounts in the General Fund and Enterprise Funds within projected revenues and available non-restricted funds, while providing for contributions toward prudent fund balance reserves.

BACKGROUND AND ANALYSIS:

A draft proposed budget was presented and reviewed with Council at a Special Meeting – Budget Workshop on May 14, 2018. The only adjustment as a result of the workshop was:

1. Increase proposed expenditure from General Fund 100-110 Professional services by \$35,000 in Fiscal Year 2018-2019 to allow for a project to conduct a City Income Survey project. The intent of the survey is to demonstrate eligibility for grant funding from the Community Development Block Grant program.

These revisions have been incorporated into the proposed budget which is attached.

CONCLUSION:

Staff recommends adoption of the proposed budget for fiscal years 2018-2019 and 2019-2020.

ATTACHMENTS:

1. Resolution 38-2018
2. Budget Proposal – Fiscal Years 2018-2019 and 2019-2020

City of Colfax

City Council

Resolution № 38-2018

ADOPTING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2018-2019 AND FISCAL YEAR 2019-2020

WHEREAS, the proposed budget for the City of Colfax is entitled “Annual Operating Budget, 2018-2019 and 2019-2020”, a copy of which is on file in City Hall for public review; and,

WHEREAS, the proposed expenditures shown in the summaries of expenditures by fund which is attached hereto are hereby appropriated to the departments, offices and operations in the amount and for the objects and purposes as set forth in the budget document; and

WHEREAS, it is ordered that a copy of this Resolution and the budget documents be made available for public review in Colfax City Hall and that the budget document be certified by the City Clerk and filed in the Office of the City Clerk; and

WHEREAS, this Resolution is required for the orderly operation and maintenance of municipal activities and the usual and current expenses of the City during the 2018-2019 and 2019-2020 Fiscal Years beginning July 1, 2018 and ending June 30, 2020.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Colfax adopts the Fiscal Year 2018-2019 and Fiscal Year 2019-2020 Annual Operating Budget.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 23^h day of May, 2018 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk



CITY OF COLFAX

CALIFORNIA

BUDGET

FISCAL YEARS 2018-2019 AND 2019-2020

Proposal for City Council Approval – May 23, 2018

City Council

Will Stockwin, Mayor

Marnie Mendoza, Mayor Pro-Tem

Kim Douglass, Council Member

Steve Harvey, Council Member

City Manager

Wes Heathcock

Finance Director

Laurie Van Groningen

City of Colfax - Preliminary Budget
For the Fiscal Years 2018-2019 and 2019-2020

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CITY OF COLFAX

Proposed Budget for Fiscal Years 2018-2019 and 2019-2020

Management Budget Memo

May 23, 2018

Honorable Mayor and Members of the Colfax City Council

City staff is pleased to present the Fiscal Year 2018-2019 and Fiscal Year 2019-2020 Annual Operating Budgets for the City of Colfax. The Annual Budget provides the framework for the delivery of public services to the City. This budget document presents staff's recommendation of a spending plan consistent with projected funding availability, public and City Council goals, efficient and effective service delivery to the community, existing contractual agreements and legal requirements. The proposed budget is balanced, with expenditure amounts in the General Fund and Enterprise Funds within projected revenues and available non-restricted funds, while providing for contributions toward prudent fund balance reserves.

Budget Highlights and AssumptionsStaffing

The City directly allocates costs to the funds and departments that directly benefit from those costs. For payroll and employee benefit expenses, a percentage allocation is utilized during the payroll process. The percentage allocation is developed from a review of each staff position and its related functions during the budget review and preparation process. The cost of payroll related expense and employee benefits costs are allocated using the same percentage allocation.

In accordance with our Union Agreement, a Cost of Living Adjustment (COLA) has been budgeted effective July 1, 2018 and July 1, 2019. The

COLA is based on Consumer Price Index for Urban Wage Earners and Clerical Workers. For budgeting purposes, the Union Agreement COLA maximum of 4% has been used for estimating labor costs. In addition, a provision has been estimated for up to 5% in merit increases at employee anniversary dates. These increases are projected for both represented and non-represented employees.

Payroll related expenses and employee benefit costs include: employer payroll taxes, workers compensation insurance, employer portion of CalPERS retirement benefits, health and dental insurance through a Section 125 Cafeteria plan, Flexible Spending Account (FSA) plan and life insurance for employees. The City also provides a Section 457 deferred compensation plan – employee contributions only (no City cost).

Staffing levels for the forecasted two years are consistent with current approved staffing levels. We are continuing with employee training/development and succession planning with the Operator in Training program. In addition, we have recommended a promotion opportunity in the plan for the fiscal year 2019-2020 for a Maintenance Worker II position.

Due to fluctuating needs of some administrative functions, the City elects to contract services with outside agencies and service providers. The functions that are currently contracted are: City Attorney, Engineering Services, City Planner, Building Inspector, and Finance Director. Due to increased building and development activity an increase in Planning and Inspections services has been anticipated during this two year budget period. In addition to these ongoing functions an expense provision has been added for Human Resource consulting, Labor law assistance and a Contract Negotiator on an as needed basis.

General Funds

General Fund revenue estimates are primarily based on prior year experience and estimates provided by the State and County. Sales Tax and Property Taxes are the largest revenue sources in the General Fund and together account for approximately 77% of total unrestricted revenues. We are estimating 5% growth in each of these categories based on recent sales tax history and increases in property assessment values provided by Placer County. The current development project for a new hotel on South Auburn Street will bring additional Transient Occupancy Tax to the City and we have conservatively estimated an increase in this category for the second year (Fiscal year 2019-2020).

Approximately one-third of general fund expenditures is for public safety services and specifically for the City contract with Placer County for Sheriff services. The budget projection reflects a 4.33% increase in costs but also adds back 193 hours of previously reduced services. Labor costs (increases discussed in staffing section of this memo) are the next highest expenditure category. Overall, general fund expenditures are expected to decrease from previous year due to the payoff of debt associated with the purchase on Winner Chevrolet property (scheduled to be paid off in first quarter of FY2018-2019). In addition, fiscal year 2017-2018 included legal expenses which are not anticipated going forward.

The scrutiny of City General Funds has been exhaustive over the past several years. These ongoing efforts have resulted in:

1. Elimination of negative fund balances (FY2013-2014)
2. Achievement of a Council mandated General Operating Reserve of 25% of annual budget (FY2014-2015), current balance equals \$450,000.
3. Establishment of Pension Liability Reserve FY2015-2016, current balance equals \$45,000.
4. Establishment of capital project reserve - \$50K per year beginning in FY2016-2017, current balance equals \$100,000.

The projected forecast for General Funds includes \$326,000 in fiscal year 2018-2019 and \$444,000 in fiscal year 2019-2020 for funding capital projects (refer to capital project listing), funding General Fund capital reserves, and the City's annual contribution to Streets and Roads operating expenses.

Special Revenue Funds

Special revenue funds include:

1. Mitigation Fees – Conservative estimates for mitigation fee revenues have been forecasted for the South Auburn Street Hotel development and the Sierra Oaks Estates/Village Oaks apartments based on developer forecasts. Expenditure of funds will not be planned until revenues are more concrete. Analysis will be updated at mid-year and fiscal year budget reviews.
2. Support for Law Enforcement – The proposed budget includes an estimate of \$100,000 per year from the COPS grant. The balance of costs for the Sheriff contract is budgeted in the General Fund.
3. CDBG (Community Development Block Grants) funds are Program Income funding from previous CDBG programs and are restricted to State approved projects with very restrictive guidelines. We anticipate approval to utilize the majority of these funds on a road project on Culver street in FY2018-2019.
4. Transportation/Streets & Roads – The City receives funding for transportation funds processed through Placer County

Transportation Planning Agency (PCTPA). Funds received via the Transportation Development Act Tax (TDA) are first allocated to Transit costs and then available for Street and Road operations and maintenance. Expenses for transportation and maintenance exceed the transportation funding therefore, fund is supplemented from unrestricted General Funds.

5. Gas Tax funds - These funds are used to maintain the City's street lights – with residual funding being allocated to Streets and Roads operating expenses. Revenues are projected to remain consistent with current fiscal year in the proposed budget.
6. Fire Capital Funds – These funds have been designated for the replacement of fire equipment. This fund was utilized for the purchase of the new Rescue vehicle in FY2017-2018. Projected revenues are difficult to estimate, but reflect income from use of City equipment and personnel outside our jurisdiction.

Capital Projects

The proposed capital project list includes both City and grant/developer funded projects. Funding sources for each project are identified. The largest project is the Roundabout on South Auburn street at the I80 on/off ramps. This project is nearly 100% funded from outside sources and is anticipated to be completed in fiscal year 2018-2019.

City staff is currently working on the application process for grant funding for some of the Sewer Enterprise projects. As mitigation and sewer connection fees are finalized/received for current development projects, opportunities to fund capital projects will be reviewed.

Sewer Enterprise Fund

The City has recently hired Rural Community Assistance Corporation (RCAC) to conduct a formal Wastewater Rate Study. The recommendations from the Study included:

- Recommended rate adjustment of 2.45% annually for five years
- Maintain established operating reserves
- Maintain established (and required by loan agreement) debt service reserve
- Continue to annually fund short lived asset reserve (required by USDA grant associated with loan agreement)
- Formalize establishment of capital replacement reserve and fund annually – target for annual contribution set at \$100,000. Funding the reserve in this amount will be dependent on estimated growth in City Sewer connections. It is not anticipated that the City can meet this goal in the first 1-3 years – but that it will be recovered in subsequent years. Non-operational revenues (such as interest and penalties) were not included in the study and may be available for offsetting the reserve funding shortfall.

The budget reflects the recommendations and results presented in the Rate Study. City staff is continuing to find grant funding and reduce Sewer Enterprise expenses. We formally requested a loan amendment review with the State Water Board and have been providing additional information. Additionally, staff is working with RCAC to apply for Prop1B grant funding to complete some immediate capital projects.

The budget will maintain the reserve balances that have already been established:

- Established Council mandated operating reserve – 17% of Total Operations. Current balance in reserve is \$325,000.
- Established Reserve accounts required by State Water Board Loan agreement and USDA Grant fund
- Loan payment reserve – One year loan payment. Current balance \$438,974
- Short term Asset reserve - \$37,500 per year. Current balance \$130,065.

Fiscal Challenges and Opportunities

Cal PERS Retirement expenses are expected to continue increasing over the next five years. The City is currently reviewing the fiscal impact of paying down our unfunded liability balance versus amortizing over future years to reduce interest costs.

The influx of SB1 funding is increasing construction projects across the State. As a result, contractor availability may be limited and cost of projects may increase with reduced competition.

Wage increases are driven by the Memorandum of Understanding (MOU) with Stationary Engineers and include an annual Cost of Living increase of 2-4% each July. The contract will be up for renewal June 30, 2020.

The increase in Development projects will bring an increase in economic vitality to the City and increases in sales tax and transient occupancy tax revenues. Additionally, Mitigation Fees from Development projects will provide much needed funding for City Infrastructure projects.

Conclusion

As in previous years, we are challenged with minimal resources to provide solid local government services. City Council and staff must continue to focus on finding and securing new or improved sources of revenue and be good stewards of taxpayers' monies. We believe this budget will allow the City to accomplish goals set by Council.

Wes Heathcock
City Manager

CITY OF COLFAX
All Funds - Projected Revenues, Expenditures, Transfers and Fund Balance
For Fiscal Year 2018-2019

Fund Description	Fund #	Fiscal Year 2018-2019						
		Projected Fund Balance 07/01/2018	Projected Revenues	Operating Expenses	Capital Projects	Reserves	Fund Transfers In (Out)	Fund Balance 06/30/2019
General Fund - Unrestricted	100/120/570	\$ 570,808	\$ 2,053,300	\$ (1,830,160)	\$ (66,700)	\$ (50,000)	\$ (209,137)	\$ 468,111
General Fund - Restricted								
Operating Reserve - 25%	100	450,000	-	-			-	450,000
Pension Liability Reserve	100	45,000	-	-			-	45,000
Capital Project Reserve	100	100,000				50,000	-	150,000
2% AB939 Landfill Diversion	571	28,117	-	-	-		(28,117)	0
Landfill - Postclosure Maintenance	572	778,312	80,000	(84,382)			-	773,930
Total General Fund - Restricted		\$ 1,401,429	\$ 80,000	\$ (84,382)	\$ -	\$ 50,000	\$ (28,117)	\$ 1,418,930
Special Revenues								
Mitigation Funds	210-17	146,170	343,401	-	(45,000)		-	444,571
Support Law Enforcement	218	-	100,000	(100,000)			-	-
CDBG - Program Income	244	240,084	1,500	(6,000)	(205,000)		-	30,584
Transportation - Streets/Roads	250	-	132,500	(239,912)	(20,000)		164,237	36,825.00
Gas Taxes	253	-	41,600	(19,000)			(22,600)	-
Beverage Recycling	270	17,961	-	-			(17,961)	-
Fire Capital Fund	292	48,625	12,000	(5,000)	-		-	55,625
Fire Construction - Mitigation	342	2,471	17,550	-			-	20,021
Recreation Construction	343	2,419	17,550	-			-	19,969
Total Special Revenues		\$ 457,730	\$ 666,101	\$ (369,912)	\$ (270,000)	\$ -	\$ 123,675	\$ 607,595
Capital Projects								
Roundabout (CIP balance from FY18)	385	-	2,435,000		(2,453,000)		18,000	-
Corp Yard Security and Recycling Improve	3XX			-	(46,078)		46,078	0
Pond 3 Fissure Repair (FEMA)	560-695		480,000	-	(480,000)		-	-
Rising Sun A/C Overlay	351		188,500		(225,000)		36,500	-
Wildland Fire Equipment	3XX		13,000	-	(26,000)		13,000	-
Total Capital Projects		\$ -	\$ 3,116,500	\$ -	\$ (3,230,078)	\$ -	\$ 113,578	\$ 0
Enterprise Funds								
Sewer WWTP Maint and Ops	560	134,794	1,192,562	(1,169,800)	(55,000)		40,000	142,557
Sewer Collections Systems	561	119,281	188,447	(221,781)	(65,000)		-	20,947
WWTP/Debt Service	563	387,589	537,722	(438,974)		(137,500)	93,866	442,703
G.O. Bonds (Ends 2018)	565	2,248	-	-			(2,248)	-
Inflows and Infiltration (Ends 2018)	567	91,618	-	-			(91,618)	-
Operating Reserve - 17% (Restricted)		325,000					-	325,000
Sewer Connections - Restricted		41,080	184,000					225,080
Short Term Asset Reserve (Restricted)		130,065			(40,000)	37,500	(40,000)	87,565
Loan Payment Reserve (Restricted)		438,974						438,974
Capital Projects		-				100,000	-	100,000
Total Enterprise Funds		\$ 1,670,649	\$ 2,102,731	\$ (1,830,555)	\$ (160,000)	\$ -	\$ -	\$ 1,782,826
TOTAL ALL FUNDS		\$ 4,100,616	\$ 8,018,632	\$ (4,115,008)	\$ (3,726,778)	\$ -	\$ -	\$ 4,277,462

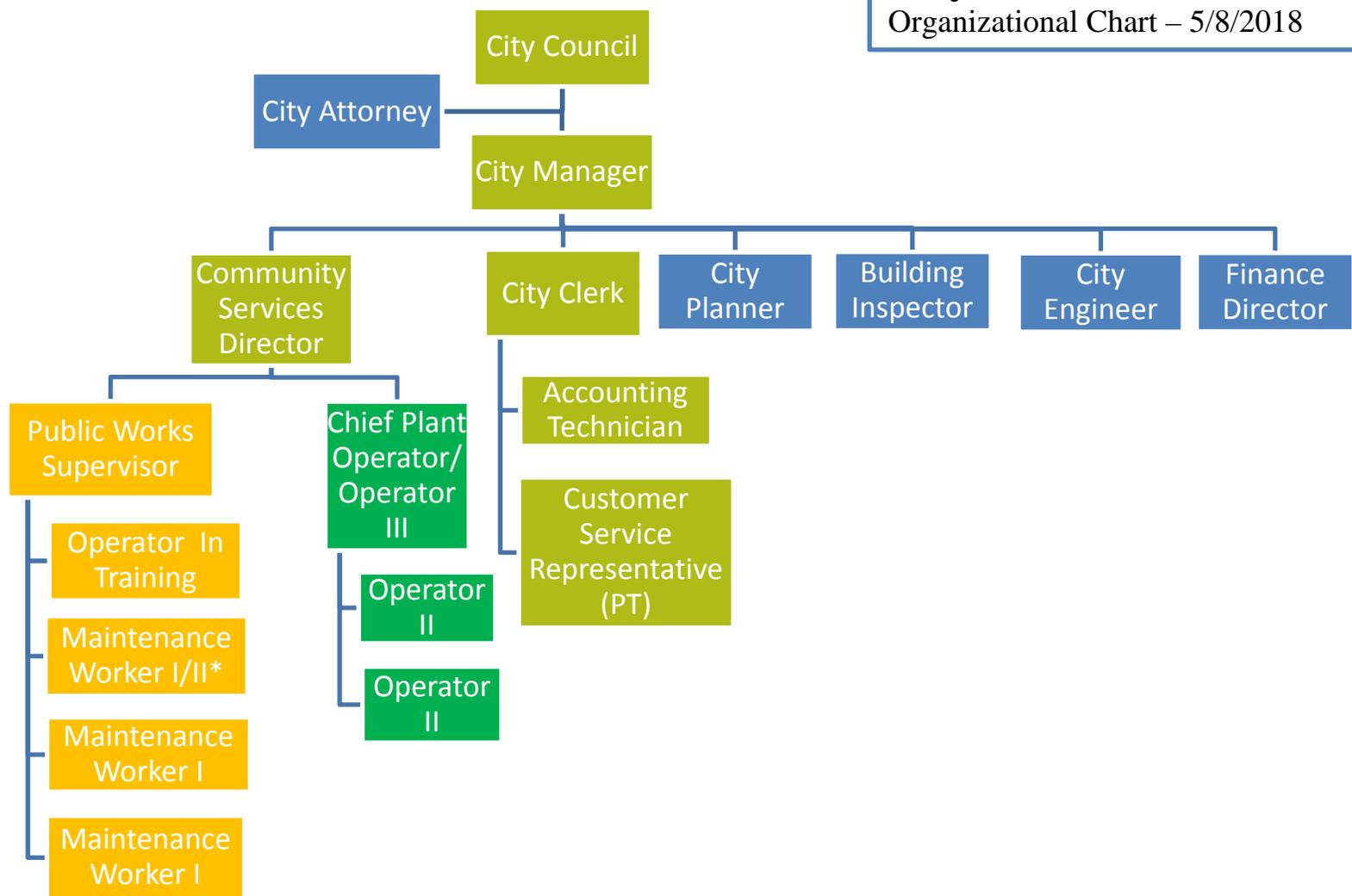
CITY OF COLFAX
All Funds - Projected Revenues, Expenditures, Transfers and Fund Balance
For Fiscal Year 2019-2020

		Fiscal Year 2019-2020						
Fund Description	Fund #	Fund Balance 07/01/2019	Projected Revenues	Projected Expenses	Capital Projects	Reserves	Fund Transfers In (Out)	Projected Fund Balance 06/30/2020
General Fund - Unrestricted	100/120/570	\$ 468,111	\$ 2,224,563	\$ (1,786,401)	\$ (35,000)	\$ (50,000)	\$ (359,056)	\$ 462,216
General Fund - Restricted								
Operating Reserve - 25%	100	450,000	-	-			-	450,000
Pension Liability Reserve	100	45,000	-	-			-	45,000
Capital Project Reserve	100	150,000	-	-		50,000	50,000	200,000
Landfill - Postclosure Maintenance	572	773,930	80,000	(88,134)			-	765,795
Total General Fund - Restricted		\$ 1,418,930	\$ 80,000	\$ (88,134)	\$ -	\$ 50,000	\$ 50,000	\$ 1,460,795
Special Revenues								
Mitigation Funds	210-17	444,571	71,640	-			-	516,211
Support Law Enforcement	218	-	100,000	(100,000)			-	-
CDBG - Program Income	244	30,584	300	(6,000)			-	24,884
Transportation - Streets/Roads	250	36,825	132,500	(251,156)	(200,000)		318,656	36,825
Gas Taxes	253	-	41,600	(19,000)			(22,600)	-
Fire Capital Fund	292	55,625	12,000	(5,000)	-		-	62,625
Fire Construction - Mitigation	342	20,021	15,050	-			-	35,071
Recreation Construction	343	19,969	15,050	-			-	35,019
Total Special Revenues		\$ 607,595	\$ 388,140	\$ (381,156)	\$ (200,000)	\$ -	\$ 296,056	\$ 710,635
Capital Projects								
Wildland Fire Equipment	3XX	-	13,000	-	(26,000)		13,000	26,000
		0	-	-	-		-	0
Total Capital Projects		\$ 0	\$ 13,000	\$ -	\$ (26,000)	\$ -	\$ 13,000	\$ 26,000
Enterprise Funds								
Sewer WWTP Maint and Ops	560	142,557	1,236,798	(1,200,354)	(200,000)		40,000	19,001
Sewer Collections Systems	561	20,947	195,277	(238,469)	(260,000)		300,000	17,755
WWTP/Debt Service	563	442,703	544,886	(438,974)		(137,500)	(300,000)	111,115
Operating Reserve - 17% (Restricted)		325,000						325,000
Sewer Connections - Restricted		225,080						225,080
Short Term Asset Reserve (Restricted)		87,565				37,500	(40,000)	85,065
Loan Payment Reserve (Restricted)		438,974						438,974
Capital Projects		100,000		-		100,000	-	200,000
Total Enterprise Funds		\$ 1,782,826	\$ 1,976,962	\$ (1,877,797)	\$ (460,000)	\$ -	\$ -	\$ 1,421,990
TOTAL ALL FUNDS		\$ 4,277,462	\$ 4,682,664	\$ (4,133,489)	\$ (721,000)	\$ -	\$ -	\$ 4,081,637

City of Colfax
 Budget - Staffing Personnel Equivalents
 For the Fiscal Years 2018-2019 and 2019-2020

<u>Employees/Temporary Staff</u>	<u>Status</u>	<u>Union</u>	<u>Current</u>	Budget			
				<i>Revised</i>			
				<u>FY 2019-2020</u>	<u>FY 2018-2019</u>	<u>FY 2017-2018</u>	<u>FY 2016-2017</u>
City Manager	FT	N	1.0	1.0	1.0	1.0	1.0
City Clerk	PT	N	0.8	0.8	0.8	0.8	0.8
Community Services Director	FT	N	1.0	1.0	1.0	1.0	1.0
Customer Service Representative	PT	N	0.5	0.5	0.5	0.5	0.4
Accounting Technician	FT	N	1.0	1.0	1.0	1.0	0.6
Technical Services Manager	FT	N	-	-	-	1.0	1.0
Chief Plant Operator/Operator III	FT	Y	1.0	1.0	1.0	1.0	1.0
Sewer Operator II	FT	Y	1.0	1.0	1.0	1.0	1.0
Sewer Operator II	FT	Y	1.0	1.0	1.0	1.0	1.0
Public Works Supervisor	FT	Y	1.0	1.0	1.0	1.0	1.0
Maintenance Worker I	FT	Y	1.0	1.0	1.0	1.0	1.0
Maintenance Worker I/OIT	FT	Y	1.0	1.0	1.0	1.0	1.0
Maintenance Worker I	FT	Y	1.0	1.0	1.0	1.0	1.0
Maintenance Worker I/II	FT	Y	1.0	1.0	1.0	1.0	-
			12.3	12.3	12.3	13.3	11.8
<u>Consultants/Contract Services</u>							
Finance Director	PT	N/A	0.6	0.6	0.6	0.4	0.5
City Planner	PT	N/A	0.4	0.6	0.6	0.4	0.4
Building Official	PT	N/A	0.4	0.6	0.6	0.4	0.4
Engineering	PT	N/A	Varies	Varies	Varies	Varies	Varies
City Attorney	PT	N/A	Varies	Varies	Varies	Varies	Varies
Human Resources Consultant	As Needed			New	New	N/A	N/A
Labor Law Services	As Needed			New	New	N/A	N/A
Contract Negotiator	As Needed			New	N/A	N/A	N/A

City of Colfax
Organizational Chart – 5/8/2018



Blue Tiles are contracted staff
*Promotion Proposed for 2019/2020

City of Colfax Proposed Capital Expenditures Budget for Fiscal Year 2018-2019		General Fund			Mitigation Funds		Restricted Funds					Sewer Funds				TOTAL Current Year
		100-100	100-200	100-500	213-000		250-000	241-244	270-000	571-000	TBD	560-000	561-000			
		General Fund	Fire	Buildings	Parks		Streets & Roads	CDBG PI	Bev Recycling Funds	AB939	CMAQ, RSTP, County, FEMA, Other	Sewer Funds	Collection Systems	Grant Funding	Short Lived Asset Reserve	
Previous Project Costs	Description															
	General Fund															
	IT Equipment	\$ 11,700													\$ 11,700	
	Records Room Upgrades	\$ 5,000													\$ 5,000	
	New Accounting Software	\$ 30,000													\$ 30,000	
															\$ -	
	Buildings & Grounds															
	Shaded Cover Bleachers				\$ 45,000										\$ 45,000	
	Corp Yard Security/Recycling Improvements							\$ 17,961	\$ 28,117						\$ 46,078	
	Roof Replacement - Fire Station			\$ 20,000											\$ 20,000	
	Streets & Roads															
	Culver CDBG PI Project - W. Oak to Newman							\$ 205,000							\$ 205,000	
	Rising Sun A/C Overlay						\$ 36,500				\$ 188,500				\$ 225,000	
\$ 200,000	Roundabout	\$ 18,000									\$ 2,435,000				\$ 2,453,000	
	ADA Compliant Curbing						\$ 20,000								\$ 20,000	
															\$ -	
															\$ -	
	Fire Capital															
	Wildland Fire Equipment (VFA Grant)		\$ 13,000								\$ 13,000				\$ 26,000	
	Sewer Plant and Collection Systems															
	Fencing and Gate										\$ 25,000				\$ 25,000	
	New Vehicle										\$ 30,000	\$ 15,000			\$ 45,000	
	Pond 3 Fissure Repair (FEMA)										\$ 480,000				\$ 480,000	
	Quinns Lane Storm Water Intrusion											\$ 50,000			\$ 50,000	
	Lift Station Pump and Motor replacement											\$ -	\$ 40,000		\$ 40,000	
															\$ -	
															\$ -	
	WWTP															
															\$ -	
\$ 200,000		\$ 64,700	\$ 13,000	\$ 20,000	\$ 45,000	\$ -	\$ 56,500	\$ 205,000	\$ 17,961	\$ 28,117	\$ 3,116,500	\$ 55,000	\$ 65,000	\$ 40,000	\$ 3,726,778	
				\$ 97,700	\$ 45,000						\$ 3,424,078			\$ 160,000	\$ 3,726,778	

Note: As Mitigation Fees become available - application of fees to proposed capital projects will be reviewed

City of Colfax Proposed Capital Expenditures Budget for Fiscal Year 2019-2020		General Fund			Mitigation Funds		Restricted Funds			Sewer Funds				TOTAL
		100-100	100-200	100-500	210-000	XXX-XXX	250-000	292-000	TBD	560-000	561-000			
Previous Project Costs	Description	General Fund	Fire	Buildings	Streets & Roads		Streets & Roads	Fire Capital	CMAQ, RSTP, County	Sewer Funds	Collection Systems	Grant Funding	Short Lived Asset Reserve	
	General Fund													
	IT Equipment/Software	\$ 5,000												\$ 5,000
														\$ -
														\$ -
														\$ -
	Buildings & Grounds													\$ -
														\$ -
														\$ -
	Streets & Roads													\$ -
	Street Project TBD - Pavement Management Plan						\$ 200,000							\$ 200,000
	Roof Replacement			\$ 30,000										\$ 30,000
														\$ -
														\$ -
														\$ -
	Fire Capital													\$ -
	Wildland Fire Equipment (VFA Grant)		\$ 13,000						\$ 13,000	\$ -				\$ 26,000
	Sewer Plant and Collection Systems													\$ -
	DAF or SAF for Algae Control from Ponds*								\$ 200,000					\$ 200,000
	Colfax Ave Sewer Repair									\$ 50,000				\$ 50,000
	Lift Station Pump and motor replacement									\$ 11,000				\$ 11,000
	Lift Station #3 Force Main*									\$ 199,000				\$ 199,000
														\$ -
	WWTP													\$ -
														\$ -
	\$ -	\$ 5,000	\$ 13,000	\$ 30,000	\$ -	\$ -	\$ 200,000	\$ -	\$ 13,000	\$ 200,000	\$ 260,000	\$ -	\$ -	\$ 721,000

\$ 48,000

\$ -

\$ 213,000

\$ 460,000 \$ 721,000

*City is actively pursuing grant fund opportunities

Note: As Mitigation Fees become available - application of fees to proposed capital projects will be reviewed

CITY OF COLFAX
Fund Descriptions - General Funds

The General Fund receives all unrestricted money, which pays for departmental spending on the day-to-day operating costs for traditional City services. Major funding sources include property taxes, sales taxes, transient occupancy taxes, franchise fees, business license fees, building permits, and vehicle license fees. Most of the individual revenue sources are sensitive to changes in the economy, and most are not directly under the City's control.				
Fund	Dept	Fund Name	Fund Description	Budget Notes/Assumptions
100				
	100	Central Services	Central Service Department provides support for city-wide services consumed by all City departments. Services include copy machine costs, office supplies, animal control contracts. The department also includes an allocation for City wide audit services.	
	110	City Council	The City Council serves as the Board of Directors for the municipal organization providing policy direction and guidance to staff. The City Council consists of five members, elected at-large on a non-partisan basis. Members serve for four years, with overlapping terms. The City Council enacts city ordinances, establishes policies, hears appeals, adopts annual budget, sets salaries, represents the public, and maintains intergovernmental relations. The Mayor presides over the City Council meeting. Regular meetings of the Council are held on the second and fourth Wednesdays of every month. Council members also serve on regional and local boards, and on Council ad-hoc committees.	Council member stipends are projected at current rates of \$100 per month for members and \$150 per month for the mayor. The City Treasurer also receives a monthly stipend of \$100.
	120	Administration and Finance	The Administration and Finance Department implements the legislative actions of the City Council, provides for the City's administrative, fiscal, personnel, property management, public information, record keeping functions, maintaining the financial integrity, and managing the day-to-day financial operations of the City. In addition, staff manages labor relations and staff support, inter-governmental relations, business license administration, and insurance administration.	City staff and consultants are allocated to Fund/Departments based on annual estimates of tasks to be performed.
	160	City Attorney	The City Attorney prepares contracts, agreements, leases, and other legal documents, ordinances, and resolutions. The City Attorney advises the City Council and staff on legal matters, represents and defends the City in litigation and supervises outside Counsel activities in special areas.	City contracts with an outside attorney. Budget estimates of general fund legal expenses based on previous years' actual costs.
	200	Fire Department	The Fire Department's primary function and responsibility is to reduce the risk of life and property loss resulting from fire and hazardous materials incidents, and provide emergency medical assistance to the residents of Colfax. Fire protection services are provided primarily through the use of volunteers. Currently, management is provided by contract with Placer County using Cal Fire. Volunteer services are coordinated through the Cal Fire Fire Chief.	Budget estimates based on contract with Cal Fire - and projected expenses provided by Fire Chief.
	300	Sheriff	The Sheriff department is responsible for the enforcement of State laws and municipal ordinances, the prevention of crime, traffic, investigations, and apprehension of suspected criminals. The City contracts with Placer County for Sheriff services.	Budget estimates based on contract with Placer County. City also pays for booking fees.
	400	Building Dept	The Building Department administers and enforces the California Building Codes, other pertinent State and Federal Laws, and City ordinances regulating construction activities. The Department issues permits, collects fees, reviews construction plans for compliance, inspects construction projects, and provides information about the development.	City staff and consultants are allocated to Fund/Departments based on annual estimates of tasks to be performed.
	425	City Engineer	The Engineering Department is responsible for all engineering related functions of the City. The city engineer reviews development and construction plans for impact to road circulation, water drainage, and other City impacts. Additionally, the City Engineer is also responsible for the City's capital improvement program.	The City contracts with an outside Engineering firm on an hourly basis. Budget estimates of general fund engineering expenses based on previous years actual costs.

CITY OF COLFAX
Fund Descriptions - General Funds

The General Fund receives all unrestricted money, which pays for departmental spending on the day-to-day operating costs for traditional City services. Major funding sources include property taxes, sales taxes, transient occupancy taxes, franchise fees, business license fees, building permits, and vehicle license fees. Most of the individual revenue sources are sensitive to changes in the economy, and most are not directly under the City's control.				
Fund	Dept	Fund Name	Fund Description	Budget Notes/Assumptions
	450	Planning	The Planning Department oversees development and maintenance of the City General Plan, related community plans, design standards, zoning regulations and other development and design programs. It administers all City environmental review processes for public and private projects. Planning also coordinates projects through and administers all programs related to the Planning Commission. Planning also helps the City Manager develop and manage economic development programs.	The City contracts with an outside firm on an hourly basis. Budget estimates of general fund planning expenses based on previous years actual costs.
	500	City Buildings	The Building and Grounds Department is responsible for the maintenance of all City-owned buildings and adjacent grounds areas. Included are City Hall, Fire Stations, Depot and the Corporation Yard.	City staff and consultants are allocated to Fund/Departments based on annual estimates of tasks to be performed.
	530	Parks and Rec	The Park and Recreation Department is responsible for maintaining the City's park and recreation gathering areas, and for the maintenance and upkeep of the landscaped areas surrounding City facilities.	City staff and consultants are allocated to Fund/Departments based on annual estimates of tasks to be performed.
	571	2% AB939	State Assembly Bill 939 requires the reduction of Solid waste going into landfills through "diversion" - diverting garbage away from landfills and into recycling programs.	This surcharge is no longer collected.
	572	27% Landfill	The City of Colfax adopted Resolution 20-92 on March 10, 1992 implementing a surcharge on all refuse disposal fees for costs of closure of the Colfax Landfill.	City is required to maintain a fund balance to cover postclosure period (30 years initially)

City of Colfax
Preliminary Budget
For the Fiscal Years 2018-2019 and 2019-2020

General Fund
Summary

		Proposed Budget		
Description		2017-2018 MYR	2018-2019	2019-2020
REVENUES BY MAJOR CATEGORY				
	Property, Sales, and TOT Taxes	\$ 1,501,000	\$ 1,575,250	\$ 1,753,213
	Franchise Fees	85,000	85,000	85,000
	Licenses and Permits	61,750	64,750	68,050
	Charges for Current Services	84,600	84,600	74,600
	Revenue from Other Agencies	161,000	161,000	161,000
	Other Sources of Revenues	91,700	76,700	76,700
	Transfers In	6,000	6,000	6,000
	TOTAL REVENUES	\$ 1,991,050	\$ 2,053,300	\$ 2,224,563
EXPENDITURES BY DEPARTMENT				
100	Central Services	203,951	125,300	134,605
110	City Council	28,075	66,800	29,800
120	Administration and Finance	222,700	255,348	273,045
160	City Attorney	65,000	61,600	61,600
200	Fire Department	66,100	67,500	64,000
300	Sheriff Department	515,411	583,152	600,437
400	Building Department	72,900	108,900	108,900
425	Engineering	20,000	21,000	21,000
450	Planning	57,600	85,800	85,800
500	Buildings & Property	393,103	253,450	210,495
530	Parks And Recreation	111,606	144,310	149,419
120-XXX	Land Development Fees	48,500	57,000	47,300
	TOTAL EXPENDITURES	\$ 1,804,946	\$ 1,830,160	\$ 1,786,401

City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

General Fund
 Revenue Detail

		Proposed Budget		
Description		2017-2018 MYR	2018-2019	2019-2020
<u>PROPERTY AND SALES TAXES</u>				
4010	Property Taxes	\$ 335,000	351,750	369,338
4020	Sales and Use Taxes	1,150,000	1,207,500	1,267,875
4040	Transient Occupancy Tax	16,000	16,000	116,000
TOTAL TAXES		1,501,000	1,575,250	1,753,213
<u>FRANCHISES</u>				
4100	Franchises (Also includes Fund 570)	85,000	85,000	85,000
TOTAL FRANCHISES		85,000	85,000	85,000
<u>LICENSES AND PERMITS</u>				
4200	Business Licenses	31,000	31,000	31,000
4210	Plan Check Fees	5,000	5,500	6,050
4220	Building Permits	25,000	27,500	30,250
4240	Encroachment Permits	500	500	500
4270	Sign Permits	250	250	250
TOTAL LICENSES & PERMITS		61,750	64,750	68,050
<u>CURRENT SERVICE CHARGES</u>				
4605	Recreation Fees	7,000	7,000	7,000
4620	Planning & Zoning Fees (Fund 120)	75,000	75,000	65,000
4630	Court Fines	2,500	2,500	2,500
4640	Copies & Reports	100	100	100
TOTAL CURRENT SERVICE CHARGES		84,600	84,600	74,600

City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

General Fund
 Revenue Detail

		Proposed Budget		
Description		2017-2018 MYR	2018-2019	2019-2020
REVENUE FROM OTHER AGENCIES				
4700	State Motor Vehicle License	1,000	1,000	1,000
4710	Motor Vehicle Fees	136,000	136,000	136,000
4720	Revenues from Other Agencies	-	-	-
4760	Prop 172 Public Safety	24,000	24,000	24,000
4770	State Mandated Costs	-	-	-
TOTAL FROM OTHER AGENCIES		161,000	161,000	161,000
OTHER SOURCES OF FUNDS				
4800	Rents and Leases	1,800	1,800	1,800
4810	Sign Rental & Leases	53,400	53,400	53,400
4815	Digital Sign Fees	500	500	500
4900	Miscellaneous	17,500	1,000	1,000
4980	Interest Income	18,500	20,000	20,000
TOTAL OTHER SOURCES OF FUNDS		91,700	76,700	76,700
TRANSFERS IN				
4998	Transfer In - CDBG Defederalization	6,000	6,000	6,000
TOTAL TRANSFERS IN		6,000	6,000	6,000
TOTAL GENERAL FUND REVENUE		\$ 1,991,050	\$ 2,053,300	\$ 2,224,563

City of Colfax
Preliminary Budget
For the Fiscal Years 2018-2019 and 2019-2020

General Fund Departmental Detail
Department 100
Central Services

		Proposed Budget		
Description		2017-2018 MYR	2018-2019	2019-2020
SUPPLIES AND EQUIPMENT				
5201	Materials and Supplies	\$ 8,500	\$ 8,500	\$ 8,900
5203	Office Expenses	-	-	-
5220	Copy Machine	6,000	6,000	6,000
COMMUNICATIONS				
5410	Postage	2,000	2,000	2,100
5420	Telephone/Internet	6,500	6,500	6,825
5440	Printing and Advertising	3,000	3,150	3,310
CONTRACTED SERVICES				
5510	Animal Control Contracts	30,000	32,000	35,000
5650	Annual Audit	9,500	11,250	11,250
5660	Professional Services	11,500	5,200	5,200
5665	Legal Fees	70,000	-	-
RESOURCE DEVELOPMENT				
5810	Memberships and Dues	2,800	2,800	2,800
OCCUPANCY				
6120	Utilities	11,696	12,000	12,000
MISCELLANEOUS				
8250	Miscellaneous	100	100	100
8252	Bank Charges	2,000	2,000	2,000
8260	SB 2557 Prop Tax Admin Costs	5,400	9,000	10,000
8300	Payment to Other Agencies	1,030	1,200	1,200
8320	LAFCO Fees	925	2,000	2,000
8400	Insurance and Bonds	18,000	21,600	25,920
TOTALS		\$ 203,951	\$ 125,300	\$ 134,605

City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

General Fund Department Detail
 Department 110
 City Council

		Proposed Budget		
Description		2017-2018 MYR	2018-2019	2019-2020
PERSONNEL				
5060	Council Member Stipends	\$ 7,200	\$ 7,800	\$ 7,800
5110	Social Security Taxes	600	650	650
5115	Employment & Training Tax	0	-	-
SUPPLIES AND EQUIPMENT				
5201	Materials and Supplies	25	100	100
COMMUNICATIONS				
5420	Telephone	-	-	-
5430	Internet/Website	-	-	-
5440	Printing & Advertising	250	250	250
CONTRACTED SERVICES				
5660	Professional Services	10,000	45,000	10,000
RESOURCE DEVELOPMENT				
5815	Conference & Meetings	2,000	5,000	3,000
5820	Education and Training	5,000	5,000	5,000
5830	Travel and Mileage Reimbursement	1,000	1,000	1,000
MISCELLANEOUS				
8250	Miscellaneous	-	-	-
8263	Economic Development - Event support	2,000	2,000	2,000
TOTALS		\$ 28,075	\$ 66,800	\$ 29,800

City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

General Fund Departmental Detail
 Department 120
 Administration and Finance

Description	Proposed Budget		
	2017-2018 MYR	2018-2019	2019-2020

PERSONNEL

5010 Salaries and Wages	\$ 122,000	\$ 113,785	\$ 124,026
5015 In Lieu Pay - Taxes	-	3,600	3,600
5030 Overtime	2,000	2,000	2,000
5110 Social Security Taxes	16,000	8,705	9,488
5115 Employment & Training Tax	2,000	854	839
5120 Worker's Compensation	7,000	9,534	10,860
5130 Health & Life Insurance	13,000	18,375	18,375
5160 Retirement	7,000	8,445	9,407
5170 Auto Allowance	1,300	2,400	2,400
5175 Temporary Services			
5XXX Employee Benefit Plan Admin	-	1,000	1,000

SUPPLIES AND EQUIPMENT

5201 Materials & Supplies	500	500	500
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COMMUNICATIONS

5425 Cell Phone and Pagers	600	600	600
5440 Printing and Advertising	150	500	500

CONTRACTED SERVICES

5560 Software Service Contract	2,200	2,200	2,200
5660 Professional Services	40,000	70,000	77,500

RESOURCE DEVELOPMENT

5815 Conference & Meetings	2,000	1,000	1,000
5820 Education & Training	2,000	3,500	3,400

City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

General Fund Departmental Detail
 Department 120
 Administration and Finance

		Proposed Budget		
	Description	2017-2018 MYR	2018-2019	2019-2020
5830	Travel/Mileage	3,000	3,000	3,000
MISCELLANEOUS				
8250	Miscellaneous	100	-	-
8550	Election Costs	-	3,000	-
8600	Codification	1,850	2,350	2,350
TOTALS		\$ 222,700	\$ 255,348	\$ 273,045

City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

General Fund Departmental Detail
 Department 160
 City Attorney and Legal Fees

		Proposed Budget		
	Description	2017-2018 MYR	2018-2019	2019-2020

CONTRACTED SERVICES

5665	Legal Fees - City Attorney	65,000	61,600	61,600
5665	Legal Fees - Other	-	-	-

TOTALS		\$ 65,000	\$ 61,600	\$ 61,600
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City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

General Fund Departmental Detail
 Department 200
 Fire Department

		Proposed Budget		
Description		2017-2018 MYR	2018-2019	2019-2020
PERSONNEL				
5120	Worker's Compensation	\$10,400	12,000	12,000
SUPPLIES AND EQUIPMENT				
5201	Materials & Supplies	2,000	4,500	4,500
5300	Equipment Repairs & Maintenance	2,000	1,000	1,000
5320	Vehicle Repairs & Maintenance	10,000	13,500	10,000
5325	Gas & Oil	2,000	2,000	2,000
COMMUNICATIONS				
5420	Telephone, Answering Services	300	300	300
CONTRACT SERVICES				
5620	Fire Protection Services	24,000	25,000	25,000
5660	Professional Services	1,200	2,000	2,000
RESOURCE DEVELOPMENT				
5820	Education and Training	500	1,000	1,000
5830	Travel & Mileage	-	-	-
OCCUPANCY				
6120	Utilities	1,750	2,000	2,000
6125	Water	700	700	700
6140	Building Repairs & Maintenance	1,250	2,500	2,500
MISCELLANEOUS				
8250	Miscellaneous	-	-	-
8532	Medical Screening/Exams	500	1,000	1,000
TOTALS		\$ 66,100	\$ 67,500	\$ 64,000

City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

General Fund Departmental Detail
 Department 300
 Sheriff Department

		Proposed Budget		
Description		2017-2018 MYR	2018-2019	2019-2020
SUPPLIES AND EQUIPMENT				
5201	Materials and Supplies	\$ 11	\$ -	\$ -
5300	Equipment Repairs & Maintenance	-	-	-
COMMUNICATIONS				
5420	Telephone	-	-	-
CONTRACTED SERVICES				
5580	Booking Fees	800	1,000	1,000
5600	Placer County Sheriffs	508,600	576,152	593,437
OCCUPANCY				
6120	Utilities	6,000	6,000	6,000
TOTALS		\$ 515,411	\$ 583,152	\$ 600,437

City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

General Fund Departmental Detail
 Department 400
 Building Department

		Proposed Budget		
Description		2017-2018 MYR	2018-2019	2019-2020
PERSONNEL				
5010	Salaries and Wages	\$ -	\$ -	\$ -
5015	In Lieu Pay - Wages	-	\$ -	\$ -
5110	Social Security Taxes	-	\$ -	\$ -
5115	Employment & Training Tax	-	\$ -	\$ -
5120	Worker's Compensation	-	\$ -	\$ -
5130	Health & Life Insurance	-	\$ -	\$ -
5160	Retirement	-	\$ -	\$ -
5175	Temporary Services	-	\$ -	\$ -
SUPPLIES AND EQUIPMENT				
5201	Materials & Supplies	500	500	500
5203	Office Supplies	-	-	-
COMMUNICATIONS				
5420	Telephone	-	-	-
5440	Printing & Advertising	-	-	-
CONTRACTED SERVICES				
5660	Professional Services	72,000	108,000	108,000
RESOURCE DEVELOPMENT				
5810	Membership and Dues	200	200	200
5820	Education and Training	-	-	-
5830	Travel and Mileage	-	-	-
MISCELLANEOUS				
8250	Miscellaneous	-	-	-
8300	Payment to Other Agencies	200	200	200
TOTALS		\$ 72,900	\$ 108,900	\$ 108,900

City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

General Fund Departmental Detail
 Department 425
 Engineering

		Proposed Budget		
Description		2017-2018 MYR	2018-2019	2019-2020
CONTRACTED SERVICES				
5440	Printing and Advertising	\$ -	\$ -	\$ -
5540	Engineering Services	20,000	21,000	21,000
MISCELLANEOUS				
8250	Miscellaneous	-	-	-
TOTALS		\$ 20,000	\$ 21,000	\$ 21,000

City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

General Fund Departmental Detail
 Department 450
 Planning

		Proposed Budget		
Description		2017-2018 MYR	2018-2019	2019-2020
SUPPLIES AND EQUIPMENT				
5201	Materials & Supplies	\$ -	\$ -	\$ -
COMMUNICATIONS				
5440	Printing, Advertising, and Mapping	-	-	-
CONTRACTED SERVICES				
5570	Planning Services	57,600	85,800	85,800
MISCELLANEOUS				
8250	Miscellaneous	-	-	-
8300	Payments to Other Agencies	-	-	-
TOTALS		\$ 57,600	\$ 85,800	\$ 85,800

City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

General Fund Departmental Detail
 Department 500
 Buildings

Description	Proposed Budget		
	2017-2018 MYR	2018-2019	2019-2020
PERSONNEL			
5010 Salaries and Wages	\$ 82,500	\$ 65,517	\$ 71,095
5015 In Lieu Pay - Wages	-	-	-
5030 Overtime	100	100	100
5040 Salary - Call back	2,000	-	-
5110 Social Security Taxes	7,269	5,012	5,439
5115 Unemployment and Training tax	634	492	481
5120 Worker's Compensation	5,500	5,490	6,225
5130 Health & Life Insurance	25,000	22,264	21,537
5150 Uniform Allowances	1,500	1,500	1,500
5160 Retirement	5,500	4,427	4,868
5175 Temporary Services	4,000	-	-
SUPPLIES AND EQUIPMENT			
5201 Materials and Supplies	13,000	25,000	25,000
5300 Equip. Repairs & Maintenance			
5320 Vehicle Repairs & Maintenance	4,000	2,500	2,500
5325 Gas and Oil	2,000	2,000	2,000
5350 Tools Rental	100	250	250
COMMUNICATIONS			
5420 Telephone	-	-	-
5425 Cell phone and pagers	1,600	1,600	1,600
5430 Internet/Website	-	-	-
5440 Printing and Advertising	-	-	-
CONTRACTED SERVICES			
5550 Engineering Services	-	-	-
5660 Professional Services (Admin)	12,000	-	-

City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

General Fund Departmental Detail
 Department 500
 Buildings

		Proposed Budget		
Description		2017-2018 MYR	2018-2019	2019-2020
RESOURCE DEVELOPMENT				
5820	Education	700	1,000	1,000
5830	Travel and Mileage Reimbursement	-	500	500
OCCUPANCY				
6100	Rents and Leases	100	100	100
6120	Utilities	20,000	20,000	20,000
6125	Water	2,000	1,800	1,800
6140	Building Repairs & Maintenance	3,000	45,000	40,000
6160	Security	600	4,500	4,500
MISCELLANEOUS				
8250	Miscellaneous	-	-	-
8720	Debt Service (Winner Chev Prop)	200,000	44,400	-
TOTALS		\$ 393,103	\$ 253,450	\$ 210,495

City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

General Fund Departmental Detail
 Department 530
 Parks and Recreation

		Proposed Budget		
Description		2017-2018 MYR	2018-2019	2019-2020

PERSONNEL

5010	Salaries and Wages	\$ 37,000	\$ 48,052	\$ 52,134
5015	In Lieu Pay - Wages	-	-	-
5030	Overtime	300	-	-
5040	Salary - Call Back	3,000	-	-
5110	Social Security Taxes	3,561	3,676	3,988
5115	Unemployment and Training Tax	400	361	353
5120	Worker's Compensation	2,700	4,026	4,565
5130	Health Insurance	14,000	16,743	16,224
5150	Uniform Allowance	1,000	1,500	1,500
5160	Retirement	3,003	3,227	3,544
5175	Temporary Services	7,000	-	-

SUPPLIES AND EQUIPMENT

5201	Materials and Supplies	10,000	12,000	12,000
5300	Equipment Repairs and Maintenance	1,000	2,500	2,500
5320	Vehicle Repair and Maintenance	2,000	5,000	5,000
5325	Gas & Oil	1,000	1,000	1,000
5350	Tool Rental	600	2,500	2,500

COMMUNICATIONS

5425	Cell Phone and Pagers	1,000	1,000	1,000
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CONTRACTED SERVICES

5660	Professional Services (Admin)	1,500	-	-
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City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

General Fund Departmental Detail
 Department 530
 Parks and Recreation

		Proposed Budget		
Description		2017-2018 MYR	2018-2019	2019-2020
RESOURCE DEVELOPMENT				
5815	Conferences and Meetings	-	-	-
5820	Education and Training	1,000	1,000	1,000
5830	Travel and Mileage	500	500	500
OCCUPANCY				
6120	Utilities	3,342	3,350	3,350
6125	Water	12,500	12,875	13,261
6140	Repairs and Maintenance	5,000	25,000	25,000
MISCELLANEOUS				
8100	Art Lot Lease	200	-	-
8250	Miscellaneous	-	-	-
TOTALS		\$ 111,606	\$ 144,310	\$ 149,419

City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

General Fund Departmental Detail
 Department 120-XXX
 Land Development Fees

		Proposed Budget		
Description		2017-2018 MYR	2018-2019	2019-2020
PERSONNEL				
5010	Wages & Salaries	\$ -	\$ -	\$ -
5070	Commissioner Stipends	-	-	-
5110	Fica & Medicare	-	-	-
5115	Employment & Training Tax	-	-	-
5120	Worker's Compensation	-	-	-
5130	Health & Life Insurance	-	-	-
5160	Retirement	-	-	-
SUPPLIES AND EQUIPMENT				
5201	Materials & Supplies	-	-	-
COMMUNICATIONS				
5440	Printing, Advertising, and Mapping	500	1,000	1,000
CONTRACTED SERVICES				
5540	Engineering Services	15,000	22,400	22,400
5570	Planning Services	28,000	28,600	18,900
5660	Professional Services	5,000	5,000	5,000
TOTALS		\$ 48,500	\$ 57,000	\$ 47,300

City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

AB939 Solid Waste Reduction 2%
 Fund #571

		Proposed Budget		
NUMBER	DESCRIPTION	2017-2018 MYR	2018-2019	2019-2020
REVENUES				
4660	2% AB 939 Surcharge	\$ -	\$ -	\$ -
4980	Interest	-	-	-
4982	Late Charges	-	-	-
	TOTAL REVENUE	\$0	\$0	\$0
EXPENDITURES				
5010	Salaries and Wages	-	-	-
5110	FICA and Medicare	-	-	-
5115	Unemployment & Training Tax	-	-	-
5120	Worker's Compensation	-	-	-
5130	Health & Life Insurance	-	-	-
5201	Materials and Supplies	-	-	-
5440	Printing and advertising	-	-	-
5830	Travel & Reimbursements	-	-	-
8560	Recycling Program	1,200	-	-
	TOTAL EXPENDITURES	1,200	-	-
OTHER SOURCES (USES)				
X999	Transfer In/Out - Corp Yard Sec/Recycle	-	(28,117)	-
	TOTAL OTHER SOURCES (USES)	-	(28,117)	-

City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

Landfill Post Closure Maintenance
 Fund #572

		Proposed Budget		
NUMBER	DESCRIPTION	2017-2018 MYR	2018-2019	2019-2020
REVENUES				
4660	Landfill Closure Surcharge	\$ 80,000	\$ 80,000	\$ 80,000
	TOTAL REVENUE	\$ 80,000	\$ 80,000	\$ 80,000
EXPENDITURES				
5010	Salaries and Wages	32,000	27,905	30,379
5015	In Lieu Pay - Wages	-	-	-
5030	Overtime	-	-	-
5040	Salary - Call Back	3,000	-	-
5110	Social Security Taxes	3,010	2,135	2,324
5115	Unemployment & Training Tax	263	209	206
5120	Workmen's Compensation	1,862	2,338	2,660
5130	Health Insurance	8,000	6,743	6,639
5160	Retirement	2,678	2,152	2,437
5175	Temporary Services	2,000	-	-
5201	Materials and Supplies	500	500	500
5325	Gas & Oil	600	600	600
5425	Cell Phone and Pagers	600	600	600
5660	Professional Services	6,000	7,000	6,750
5815	Membership and Dues	-	-	-
8300	Payments to Other Agencies	15,000	15,000	15,000
8400	Bonds and Insurance	3,500	4,200	5,040
8525	Testing and Monitoring	15,000	15,000	15,000
8530	Bacteria and Lab Tests	-	-	-
	TOTAL EXPENDITURES	\$ 94,013	\$ 84,382	\$ 88,134

CITY OF COLFAX
Fund Descriptions - Special Revenue Funds

Special Revenue Funds are used to account for revenues derived from specific taxes or other earmarked revenue sources. They are usually required by statute, or local ordinance to finance particular governmental functions or activities.

Fund	Fund Name	Fund Description	Budget Notes/Assumptions
210-17	Mitigation Funds	The development fees for mitigation of traffic, drainage, trails, parks and recreation, city buildings, vehicles, and downtown parkings are necessary for community safety, welfare, and continued economic viability. The fees collected shall be expended only for the purposes mentioned.	No planned activity. If funding for Pool demolition/reconstruction is not received, funds may be transferred to cover costs expended to date for demolition.
218	Support Law Enforcement	Support Law Enforcement and COPS (Citizen Option for Public Safety): State of California appropriated special revenue funds to enhance law enforcement efforts in communities throughout the state. The funds are used primarily to enhance communications and records management, to improve information available to officers in patrol and other police services. The City has a contract with Placer County for police protection.	Budget assumes that the City will continue to receive annual COPS grant in the amount of \$100K. Funding is not constitutionally protected and is subject to reappropriation each year and may be eliminated at the discretion of the State Legislature, or by a veto of the Governor.
241	CDBG - Program Income	CDBG Program Income carried forward from previous years. Funds are restricted within CDBG guidelines.	Program Income less than \$25K per year can be "defederalized" and transferred to City General Funds.
250	Transportation /Streets & Roads	California Transportation Commission allocates funds for transit and transportation needs. Funds flow to the City as Local Transportation Funds (LTF) and State Transit Assistance (STA) through Placer County Transportation Planning Agency. STA funds can only be used for transit services. LTF funds must first be used on transit services, additional funds can be used for other transportation needs and streets/roads projects.	Funding levels based on Adopted apportionment approved by PCTPA.
253	Gas Taxes	The State currently imposes a 14 cent tax per gallon of gasoline, and allocates part of it to cities and counties on the basis of population and statutory formulas. These funds are restricted to use of street maintenance, traffic safety, and construction.	Expenses in fund include cost of street and traffic lights - residual of funds are transferred to Fund 250. Revenues projected at 5% increase.
270	Beverage Recycling	The Department of Resources Recycling and Recovery (CalRecycle) funds beverage container recycling and litter abatement projects. Expenses can be for education, recycling containers, etc.	City expects to expend all available funds FY 2016-2017. Program guidelines have changed.
280	Used Oil Grant	The Department of Resources Recycling and Recovery (CalRecycle) funds oil recycling projects. Expenses include all costs associated with City oil recycling center.	City expects to expend all available funds FY 2016-2017.
292	Fire Capital Fund	The City on occasion "rents" equipment and volunteers to help with out of county fires (strike team coverage). Net revenues of this fund is designated for capital costs associated with the Fire Department.	Balance in fund is reserved for replacement of current equipment and facility improvements.
342	Fire Construction	The City collects .5 percent on the value of new construction. Net revenues of this fund is designated for capital costs associated with the Fire Department.	Balance in fund is reserved for replacement of current equipment and facility improvements.
343	Recreation Construction	The City collects .5 percent on the value of new construction. Net revenues of this fund is designated for capital costs associated with City Recreation construction.	Balance in fund is reserved for replacement of current equipment and facility improvements.

City of Colfax
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 For the Fiscal Years 2018-2019 and 2019-2020

Mitigation Funds - Roads
 Fund #210

		Proposed Budget		
NUMBER	DESCRIPTION	2017-2018 MYR	2018-2019	2019-2020
REVENUES				
4225	Mitigation Fees	\$ -	\$ 177,000	\$ 18,000
4980	Interest	275	-	-
	TOTAL REVENUE	275	177,000	18,000
EXPENDITURES				
5440	Printing and Advertising	-	-	-
5660	Professional Services*	25,549	-	-
	TOTAL EXPENDITURES	25,549	-	-
CAPITAL OUTLAY				
9998	Capital Projects	-	-	-
	TOTAL OTHER SOURCES (USES)	25,549	-	-
	BEGINNING FUND BALANCE	25,274	0	0
	ENDING RESTRICTED FUND BALANCE	\$ (0)	\$ 177,000	\$ 18,000

City of Colfax
 Preliminary Budget
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Mitigation Funds - Drainage
 Fund #211

		Proposed Budget		
NUMBER	DESCRIPTION	2017-2018 MYR	2018-2019	2019-2020

REVENUES

4225	Mitigation Fees	\$ -	\$ 1,817	\$ -
4980	Interest	50	50	50
TOTAL REVENUE		50	1,867	50

EXPENDITURES

5440	Printing and Advertising	-	-	-
5660	Professional Services	-	-	-
TOTAL EXPENDITURES		-	-	-

CAPITAL OUTLAY

9998	Transfer Out	-	-	-
TOTAL OTHER SOURCES (USES)		-	-	-

City of Colfax
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Mitigation Funds - Trails
 Fund #212

		Proposed Budget		
NUMBER	DESCRIPTION	2017-2018 MYR	2018-2019	2019-2020

REVENUES

4225	Mitigation Fees	\$ -	\$ 1,851	\$ 1,470
4980	Interest	500	500	500
TOTAL REVENUE		500	2,351	1,970

EXPENDITURES

5440	Printing and Advertising	-	-	-
5660	Professional Services	-	-	-
TOTAL EXPENDITURES		-	-	-

CAPITAL OUTLAY

9998	Transfer Out	-	-	-
TOTAL OTHER SOURCES (USES)		-	-	-

City of Colfax
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Mitigation Funds - Parks and Rec
 Fund #213

		Proposed Budget		
NUMBER	DESCRIPTION	2017-2018 MYR	2018-2019	2019-2020

REVENUES

4225	Mitigation Fees	\$ -	\$ 27,164	\$ 42,980
4980	Interest	1,000	500	500
TOTAL REVENUE		1,000	27,664	43,480

EXPENDITURES

5440	Printing and Advertising	-	-	-
5660	Professional Services	-	-	-
TOTAL EXPENDITURES		-	-	-

TRANSFERS OUT

9998	Shade Structure for ballpark bleachers	-	45,000	-
TOTAL OTHER SOURCES (USES)		-	45,000	-

City of Colfax
 Preliminary Budget
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Mitigation Fund - City Buildings
 Fund #214

		Proposed Budget		
NUMBER	DESCRIPTION	2017-2018 MYR	2018-2019	2019-2020

REVENUES

4225	Mitigation Fees	\$ -	\$ 67,401	\$ 6,840
4980	Interest	-	-	-
TOTAL REVENUE		-	67,401	6,840

EXPENDITURES

5440	Printing and Advertising	-	-	-
5660	Professional Services	-	-	-
TOTAL EXPENDITURES		-	-	-

TRANSFERS OUT

9998	Transfer Out - Bldg Upgrade projects	-	-	-
TOTAL OTHER SOURCES (USES)		-	-	-

City of Colfax
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Mitigation Fund - City Vehicles
 Fund #215

		Proposed Budget		
NUMBER	DESCRIPTION	2017-2018 MYR	2018-2019	2019-2020

REVENUES

4225	Mitigation Fees	\$ -	\$ 12,764	\$ 1,300
4980	Interest	-	-	-
TOTAL REVENUE		-	12,764	1,300

EXPENDITURES

5440	Printing and Advertising	-	-	-
5660	Professional Services	-	-	-
TOTAL EXPENDITURES		-	-	-

TRANSFERS OUT

9998	Transfer Out - Vehicle purchase	-	-	-
TOTAL OTHER SOURCES (USES)		-	-	-

City of Colfax
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Mitigation Fund - Downtown Parking
 Fund #217

		Proposed Budget		
NUMBER	DESCRIPTION	2017-2018 MYR	2018-2019	2019-2020

REVENUES

4225	Mitigation Fees	\$ -	\$ 54,354	\$ -
4980	Interest	300	-	-
TOTAL REVENUE		300	54,354	-

EXPENDITURES

5440	Printing and Advertising	-	-	-
5660	Professional Services	-	-	-
TOTAL EXPENDITURES		-	-	-

TRANSFERS OUT

9998	Transfer Out - ADA Curbs and Ramps	27,117	-	-
TOTAL OTHER SOURCES (USES)		27,117	-	-

City of Colfax
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Supplemental Law Enforcement
 Fund #218

		Proposed Budget		
NUMBER	DESCRIPTION	2017-2018 MYR	2018-2019	2019-2020

REVENUES

4560	State Grant - COPS	\$ 139,400	\$ 100,000	\$ 100,000
4980	Interest	-	-	-
TOTAL REVENUE		139,400	100,000	100,000

EXPENDITURES

5201	Materials and Supplies	-	-	-
5320	Vehicle Repairs & Supplies	-	-	-
5520	Accounting Services	-	-	-
5600	Placer Co. Sheriff Protection	139,400	100,000	100,000
5600	Sheriff Protection - Overtime	-	-	-
9998	Transfer Out			
TOTAL EXPENDITURES		139,400	100,000	100,000

City of Colfax
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CDBG - Program Income
 Fund #244 (Includes Old Fund 241)

		Proposed Budget		
NUMBER	DESCRIPTION	2017-2018 MYR	2018-2019	2019-2020
REVENUES				
4980	Interest	\$1,500	\$1,500	\$300
TOTAL REVENUE		1,500	1,500	300
EXPENDITURES				
5010	Salaries and Wages	-	-	-
5440	Printing and Advertising	-	-	-
5660	Professional Services	-	-	-
5570	Planning Services	-	-	-
8250	Miscellaneous	-	-	-
8800	EDBG Loans Out	-	-	-
TOTAL EXPENDITURES		-	-	-
OTHER SOURCES (USES)				
9998	Transfer Out	(6,000)	(211,000)	(6,000)
TOTAL OTHER SOURCES (USES)		(6,000)	(211,000)	(6,000)

City of Colfax
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Streets and Roads
 Fund #250

NUMBER	DESCRIPTION	Proposed Budget		
		2017-2018 MYR	2018-2019	2019-2020

TRANSPORTATION FUND REVENUE

4280	Transportation Permit	\$ 500	\$ 500	\$ 500
4540	Transportation Allotment	119,000	121,000	121,000
4541	State Transit Assistance	10,000	11,000	11,000
4900	Miscellaneous Revenue	-	-	-
4980	Interest Earnings	-	-	-
	Total Transportation Revenue	129,500	132,500	132,500

PERSONNEL

5010	Salaries and Wages	85,000	88,470	96,001
5015	In Lieu Pay - Wages	-	-	-
5030	Overtime		-	-
5040	Salary - Call Back	4,000	-	-
5110	Social Security Taxes	7,675	6,768	7,344
5115	Unemployment & Training Tax	750	664	650
5120	Worker's Compensation	4,748	7,413	8,406
5130	Health & Life Insurance	37,655	30,379	29,393
5150	Uniforms	1,500	1,500	1,500
5160	Retirement	6,667	5,974	6,568
5175	Temporary Services	10,000	-	-

SUPPLIES AND EQUIPMENT

5201	Materials and Supplies	25,000	25,000	25,000
5219	Street Repair and Maintenance	-		-
5300	Equip. Repairs & Maintenance	5,000	5,000	5,000
5320	Vehicle Repairs	3,500	3,500	3,500
5325	Gas & Oil	3,500	3,000	3,000

City of Colfax
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 For the Fiscal Years 2018-2019 and 2019-2020

Streets and Roads
 Fund #250

		Proposed Budget		
NUMBER	DESCRIPTION	2017-2018 MYR	2018-2019	2019-2020
5350	Tool Rental	1,000	1,500	1,500
COMMUNICATIONS				
5420	Telephone	-	-	-
5425	Cell phone and pagers	2,500	2,500	2,500
5440	Printing and Advertising	-	-	-
CONTRACTED SERVICES				
5540	Engineering Services	8,750	14,000	14,000
5560	Software Maintenance Contract			
5590	Transit Services	14,000	14,375	15,000
5650	Auditors	950	1,250	1,250
5660	Professional Services	20,000	14,000	13,500
5540	Engineering Services PMP	20,000	-	-
RESOURCE DEVELOPMENT				
5810	Membership and Dues	1,000	1,000	1,000
5820	Education and Training	1,000	1,000	1,000
5830	Travel and Mileage Reimbursement	-	500	500
OCCUPANCY				
6100	Rents and Leases	250		
MISCELLANEOUS				
8250	Miscellaneous	-	-	-
8400	Bonds and Insurance	10,100	12,120	14,544
8710	Interest Expense	-	-	-
TOTAL EXPENDITURES		274,545	239,912	251,156

City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

Gas Tax Fund
 Fund #253

		Proposed Budget		
NUMBER	DESCRIPTION	2017-2018 MYR	2018-2019	2019-2020
REVENUE				
4050	Gas Tax 2103	\$ 4,703	\$ 500	\$ 500
4051	Gas Tax 2105	12,454	12,000	12,000
4052	Gas Tax 2106	10,879	11,000	11,000
4053	Gas Tax 2107	18,294	18,000	18,000
4980	Interest Income	125	100	100
Total Gas Tax Revenues		46,455	41,600	41,600
PERSONNEL				
		-	-	-
SUPPLIES AND EQUIPMENT				
5201	Materials and Supplies	-	-	-
5300	Equip. Repairs & Maintenance	-	-	-
5320	Vehicle Repairs & Maintenance	-	-	-
5325	Gas & Oil	-	-	-
CONTRACTED SERVICES				
5520	Accounting Services	-	-	-
OCCUPANCY				
6120	Utilities	19,000	19,000	19,000
TOTALS EXPENDITURES		19,000	19,000	19,000

City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

Beverage Recycling Fund
 Fund 270

		Proposed Budget		
NUMBER	DESCRIPTION	2017-2018 MYR	2018-2019	2019-2020
REVENUES				
4560	Grant Income	\$0	\$0	\$0
4980	Interest	0	0	0
	TOTAL REVENUE	0	0	0
EXPENDITURES				
5300	Equipment Repairs & Maintenance	0	0	0
5440	Printing & Advertising	0	0	0
5660	Professional Services	0	0	0
	TOTAL EXPENDITURES	0	0	0
OTHER SOURCES (USES)				
	Transfer In/Out	0	(17,961)	0
	TOTAL OTHER SOURCES (USES)	0	(17,961)	0

City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

Fire Capital Fund
 Fund #292

		Proposed Budget		
NUMBER	DESCRIPTION	2017-2018 MYR	2018-2019	2019-2020

REVENUES

4250	Fire Construction Fee	\$0	\$0	\$0
4560	Federal Grant USDA	30,000	-	-
4720	Revenues from Other Agencies	73,500	12,000	12,000
4800	Fire Agreement Reimbursements	-	-	-
4980	Interest	-	-	-

TOTAL REVENUE

103,500	12,000	12,000
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EXPENDITURES

5010	Salaries and Taxes	-	-	-
5660	Professional Services - Volunteers	25,000	5,000	5,000
7022	Hoses, Nozzles, & Hydrants	-	-	-
7030	Pagers and Radios	-	-	-
7040	Apparatus Purchasing - Annual Lease	-	-	-
7050	Safety Equipment	-	-	-

TOTAL EXPENDITURES

25,000	5,000	5,000
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City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

Fire Construction - Mitigation
Fund #342

		Proposed Budget		
NUMBER	DESCRIPTION	2017-2018 MYR	2018-2019	2019-2020

REVENUES

4225	Mitigation Fees	\$ -	\$ 17,500	\$ 15,000
4980	Interest Income	25	50	50
TOTAL REVENUE		25	17,550	15,050

EXPENDITURES

5440	Printing and Advertising			
5540	City Engineering Services	-	-	-
5570	Planning Services	-	-	-
7500	Structure Improvements	-	-	-
TOTAL EXPENDITURES		-	-	-

City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

Recreation Construction
 Fund #343

		Proposed Budget		
NUMBER	DESCRIPTION	2017-2018 MYR	2018-2019	2019-2020

REVENUES

4225	Mitigation Fees	\$ -	\$ 17,500	\$ 15,000
4980	Interest Income	25	50	50
TOTAL REVENUE		25	17,550	15,050

EXPENDITURES

5440	Printing and Advertising			
5540	City Engineering Services		-	-
5570	Planning Services		-	-
7500	Structure Improvements	-	-	-
TOTAL EXPENDITURES		-	-	-

CITY OF COLFAX
Fund Descriptions - Enterprise Funds

Enterprise Funds are used to account for the operations of self-supporting governmental activities that render services or goods to the public. The accounting records are maintained on an accrual basis. The intent of the City is that the costs (expenses and depreciation) of providing goods and services to the general public on a continuing basis be financed and recovered primarily through user charges.

Fund	Fund Name	Fund Description	Budget Notes/Assumptions
560	Sewer WWTP Maintenance & Operations	This fund is for Sewer/Wastewater Treatment Plant maintenance and operations.	
561	Sewer Collections Systems	This fund is for the sewer collection system including the four lift stations maintained by the City of Colfax. Sewer collection fees are billed on a bi-monthly basis.	
563	WWTP Debt Service	Fund originally set up for tracking costs on WWTP project funded by SRF loan.	Funds to be used for debt servicing on loan associated with building of WWTP (rolled into new project Fund 569) and new loan associated with new project Fund 569.

City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

Sewer WWTP Maint and Ops
 Fund #560

		Proposed Budget		
NUMBER	DESCRIPTION	2017-2018 MYR	2018-2019	2019-2020
REVENUES				
4660	Sewer Service Charges	\$ 1,100,000	\$ 1,155,662	\$ 1,199,898
4685	Industrial User Permit	-	-	-
4800	Rent	2,400	2,400	2,400
4900	Miscellaneous Revenue	350	-	-
4980	Interest from LAIF	20,000	20,000	20,000
4982	Interest/Late Charges	14,500	14,500	14,500
	TOTAL REVENUE	1,137,250	1,192,562	1,236,798
PERSONNEL				
5010	Salaries and Wages	325,000	308,792	348,813
5015	In Lieu Pay - Wages	-	-	-
5030	Overtime	8,000	8,000	8,000
5040	Salary - Call back/Standby	15,000	-	-
5110	Social Security Taxes	25,000	23,623	26,684
5115	Unemployment and Training Tax	2,500	2,317	2,361
5120	Worker's Compensation	17,000	25,874	30,543
5130	Health & Life Insurance	65,000	80,338	78,210
5150	Uniform & Shoe Allowances	3,500	3,500	3,500
5160	Retirement	20,000	22,207	26,084
5175	Temporary Services	6,000	-	-
SUPPLIES AND EQUIPMENT				
5201	Materials and Supplies	20,000	30,000	30,000
5220	Copy Machine	3,000	3,000	3,000
5300	Equipment Repairs and Maintenance	70,000	70,000	60,000
5320	Vehicle Repairs and Maintenance	2,000	750	750
5325	Gas & Oil	3,000	3,000	3,000

City of Colfax

Preliminary Budget

For the Fiscal Years 2018-2019 and 2019-2020

Sewer WWTP Maint and Ops

Fund #560

		Proposed Budget		
NUMBER	DESCRIPTION	2017-2018 MYR	2018-2019	2019-2020
5340	Chemicals	120,000	110,000	100,000
5350	Tools Rental	2,000	-	-
COMMUNICATIONS				
5410	Postage	1,500	1,500	1,500
5420	Telephone/Internet	2,500	3,000	3,000
5425	Cell phone and pagers	3,300	3,500	3,500
5440	Printing and Advertising	1,000	1,000	1,000
CONTRACT SERVICES				
5540	City Engineering Services	50,000	7,700	7,700
5560	Software Maintenance Contracts	2,500	2,500	2,500
5650	Auditors	10,100	12,500	12,500
5660	Professional Services	75,000	60,000	68,750
5665	Legal Fees	5,000	4,900	4,900
5665	Sewer rate study	20,000	-	-
RESOURCE DEVELOPMENT				
5810	Membership and Dues	2,000	2,000	2,000
5815	Conferences and Meetings	100	500	500
5820	Education & Training	3,000	2,500	2,500
5830	Travel and Mileage	250	500	500
OCCUPANCY				
6100	Rents & Leases	500	500	500
6120	Utilities	175,000	175,000	175,000
6122	Sewer Overhead Costs	-	-	-
6140	Repairs & Maintenance	5,000	10,000	10,000
6160	Security	-	2,500	2,500

City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

Sewer WWTP Maint and Ops
 Fund #560

NUMBER	DESCRIPTION	Proposed Budget		
		2017-2018 MYR	2018-2019	2019-2020
MISCELLANEOUS				
8250	Miscellaneous	750	1,000	1,000
8270	Medical Expenses	1,000	1,000	1,000
8280	Sludge Removal	10,000	25,000	10,000
8300	Payments to Other Agencies	18,500	25,000	25,000
8400	Bonds and Insurance	30,250	36,300	43,560
8525	Testing and Monitoring	50,000	25,000	25,000
8530	Bacteria and Lab Tests	10,000	70,000	70,000
8532	Acute and Chronic Testing	-	5,000	5,000
		-	-	-
TOTAL EXPENDITURES		1,184,250	1,169,800	1,200,354

City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

Collection Systems/Lift Stations
 Fund #561

NUMBER	DESCRIPTION	Proposed Budget		
		2017-2018 MYR	2018-2019	2019-2020

REVENUES

4680	Collection System/Lift Charges	\$ 172,500	\$ 178,447	\$ 185,277
4672	Inspection Fees	12,000	10,000	10,000
4980	Interest	-	-	-
TOTAL REVENUE		184,500	188,447	195,277

EXPENDITURES

PERSONNEL

5010	Salaries and Wages	90,000	99,363	111,246
5015	In Lieu Pay - Wages	-	-	-
5030	Overtime	-	-	-
5040	Salary - Call Back	6,000	-	-
5110	Social Security Taxes	7,410	7,601	8,510
5115	Unemployment & Training Tax	750	746	753
5120	Worker's Compensation	5,000	8,326	9,741
5130	Health & Life Insurance	18,000	26,543	25,817
5150	Uniform & Shoe Allowance	1,000	1,000	1,000
5160	Retirement	6,637	6,752	7,733
5175	Temporary Services	-	-	-

SUPPLIES AND EQUIPMENT

5201	Materials and Supplies	10,000	6,000	6,000
5300	Equipment Repairs & Maintenance	15,000	7,500	7,500
5320	Vehicle Repairs & Maintenance		1,000	1,000
5325	Gas & Oil	2,000	2,000	2,000
5350	Tools Rental	-	1,500	1,500

City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

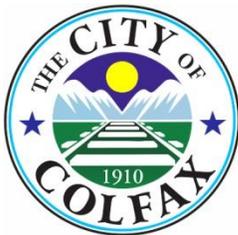
Collection Systems/Lift Stations
 Fund #561

		Proposed Budget		
NUMBER	DESCRIPTION	2017-2018 MYR	2018-2019	2019-2020
COMMUNICATIONS				
5410	Postage	1,250	1,250	1,250
5425	Cell Phones and Pagers	1,100	1,100	1,100
5440	Printing and Advertising	-	-	-
CONTRACT SERVICES				
5540	City Engineers	5,000	3,500	4,900
5660	Professional Services	1,000	14,000	13,500
5665	City Attorney	2,500	3,500	3,500
5820	Education and Training	2,000	2,000	2,000
5830	Travel and Mileage Reimbursement	-	500	500
OCCUPANCY				
6120	Utilities	15,000	15,000	15,000
6125	Water	500	500	500
6140	Building Repairs and Maintenance	-	500	500
6160	Security	-	-	-
MISCELLANEOUS				
8300	Payments to Other Agencies	5,000	5,000	5,000
8400	Bonds and Insurance	5,500	6,600	7,920
TOTAL EXPENDITURES		200,647	221,781	238,469

City of Colfax
 Preliminary Budget
 For the Fiscal Years 2018-2019 and 2019-2020

WWTP/Debt Service
 Fund #563

		Proposed Budget		
NUMBER	DESCRIPTION	2017-2018 MYR	2018-2019	2019-2020
REVENUES				
4662	Debt Service Charges	\$519,982	\$ 532,722	\$ 539,886
4980	Interest	5,000	5,000	5,000
4982	Interest/Late Charges			
TOTAL REVENUE		524,982	537,722	544,886
EXPENDITURES				
8710	Payments to Other Agencies - Interest	95,000	83,000	79,500
8710	Debt Service	0	0	0
TOTAL EXPENDITURES		95,000	83,000	79,500
EXCESS OF REVENUES OVER EXPENDITURES		429,982	454,722	465,386
OTHER SOURCES (USES)				
	Transfer in (Out)	-	-	-
	Capital Assets - Reserve	-	(100,000)	(100,000)
	Capital Assets - New Acquisition	-	-	-
	OPS Reserve Adjustments	-	-	-
	Short Term Asset Reserve	(37,500)	(37,500)	(37,500)
	Pension Reserve Adjustments	-	-	-
	Debt Service	(343,974)	(355,974)	(359,474)
TOTAL OTHER SOURCES (USES)		(381,474)	(493,474)	(496,974)



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MAY 23, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Wes Heathcock, City Manager
DATE: May 9, 2018
SUBJECT: Fire Protection Agreement with the County of Placer for Fire Protection

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$75,000	FROM FUND: 100-5510
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RECOMMENDED ACTION: Approve Resolution No. 39-2018 authorizing the City Manager to execute a Fire Protection Agreement with the County of Placer for Fire Management and Oversight Services from July 1, 2018 through June 30, 2021.

ISSUE STATEMENT AND DISCUSSION:

The City has contracted with the County of Placer to provide management and oversight services for the City's Fire Department since 2001. Fire Marshal Services were added to the contract beginning in 2005. The County provides these services through its fire protection provider, the California Department of Forestry and Fire Protection (CAL FIRE).

The current agreement expires June 30, 2018. The proposed agreement will provide services for fiscal year July 1, 2018 – June 30, 2021. The change is the term of the contract includes language clean-up and cost increase for expanded services.

- \$1,000 for the Volunteer Fire Department staff access to online training and tracking portal through CAL FIRE (Target Solutions)
- \$1,000 for the Volunteer Fire Department access to physical participation with CAL FIRE trainings.
- \$1,500 for unlimited Fire Marshal services to perform existing business fire inspection (not currently performed), event planning and application review.

The contract cost increase is directly related to additional services provided to the City in the amount of \$3,500 annually.

The County of Placer, through its contract with CAL FIRE, will provide fire protection services to the City of Colfax. Fire Protection Management and Oversight will be provided at an annual cost of \$25,000. In addition, CAL FIRE will provide Fire Marshal services to be billed at the County rate for development related needs.

Staff consulted the Emergency Services Subcommittee regarding the contract changes and received congruent approval to bring the contract forward to full council for approval.

FINANCIAL AND/OR POLICY IMPLICATIONS:

For the total services specified within the Agreement, the City of Colfax will reimburse the County of Placer an amount of \$25,000 per year, or \$75,000 over the course of a three year contract. Costs related to the development Fire Marshal services will be reimbursable through the project deposits.

ATTACHMENTS:

- a. Resolution 39-2018 with Contract
- b. Fire Protection Agreement – Track Changes

City of Colfax

City Council

Resolution № 39-2018

**AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRE PROTECTION AGREEMENT
WITH THE COUNTY OF PLACER FOR FIRE MANAGEMENT AND OVERSIGHT SERVICES
FROM JULY 1, 2018 TO JUNE 30, 2021**

WHEREAS, the City previously contracted for Fire Management and Oversight Services for the Colfax Fire Department with the County of Placer through CalFire; and,

WHEREAS, the City Council also contracted for Fire Marshal Services with the County of Placer through CalFire; and,

WHEREAS, the City has had outstanding services provided by the County of Placer and appreciates the interagency support; and,

WHEREAS, the County of Placer has indicated its willingness to continue to contract said services,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax as follows:

The d City Manager is hereby authorized to:

1. Execute on behalf of the City, the Fire Protection Agreement between the County of Placer for fiscal years 2018-2021 in the form attached to this Resolution,
2. Appropriate, encumber and expend all funds required of it under said Agreement,
3. Execute all other documents necessary to implement that Agreement.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax 23th day of May, 2018 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

**FIRE PROTECTION AGREEMENT
2018-2021
County of Placer and City of Colfax**

I. PARTIES TO THIS AGREEMENT:

County of Placer and the City of Colfax

II. BACKGROUND AND PURPOSE:

By its unanimous action on February 27, 2001 the Colfax City Council indicated its desire to have the County of Placer, through its fire protection provider the California Department of Forestry and Fire Protection (CAL FIRE) provide management and operational oversight of the City of Colfax Fire Department. The purpose of this document is to continue the Agreement between the Parties for the County of Placer to provide contractual management and oversight of the City of Colfax Fire Department and its operations.

III. TERM:

The term of this contract is July 1, 2018 through June 30 2021.

IV. COSTS:

The County of Placer, through its contract with CAL FIRE/Placer County Fire, will provide certain fire protection services described herein to the City of Colfax. The services indicated in Section V, paragraphs A-D below in the areas of fire protection, training, management oversight and Fire Marshal services Section V, paragraph E will be provided at an annual cost of \$25,000.00.

For the services specified within this Agreement, the City of Colfax will reimburse the County of Placer \$25,000.00 per year or \$75,000.00 over the course of the three year contract. The parties understand that these services will be billed annually.

For Fire Marshal Services specific to Section V, paragraph F, plan reviews and site inspections, those services will be billed through the Placer County Planning Department at the current hourly rate at the time of service. Those costs shall not be considered a part of this agreement under Section IV Costs. Section V paragraph F, Fire Marshal services will be billed quarterly based on actual services performed. Itemized Fire Marshal plan review services will be provided, by project, on a monthly basis, to the City of Colfax.

V. SCOPE OF SERVICES:

A. Safety and Training

Training will be provided to the City of Colfax Volunteer Firefighters utilizing the CAL FIRE/Placer County Fire Colfax Battalion Chief and other instructors. Training will be conducted to assure attainment of the minimum basic skill level and meet state and federal legal requirements for firefighting operations. All volunteers shall have access to Target Solutions for online training curriculum through the CAL FIRE/Placer County Fire Account. All volunteer training and credential records shall be kept using Target Solutions through the CAL FIRE/Placer County Fire Account. City of Colfax Volunteers will be considered contracted employees using the NEU Training Calendar and can attend Unit hosted classes at no cost.

B. Management and Administration

The Colfax City Council will retain local governance of the Fire Department and financial responsibility for the maintenance of the equipment and facilities of the Department.

The Fire Chief for the City of Colfax will be the CAL FIRE/Placer County Fire Nevada/Yuba/Placer Unit Chief for the duration of the contract. The CAL FIRE/Placer County Fire Colfax Battalion Chief under the direction of the Fire Chief shall serve as the day to day Administration and Operations Chief for the Department and will report directly to the Colfax City Manager.

Volunteers serving as firefighters for the City of Colfax Fire Department shall be retained as City volunteers.

The contracted Battalion Chief will take direction from the City Manager and implement the policies of the Colfax City Council.

The contracted Battalion Chief will make recommendations on fire department organizational structure and personnel issues to the City Manager and City Council.

The contracted Battalion Chief will pursue funding opportunities to help purchase equipment for the benefit of the Colfax Fire Department in providing public safety services.

The contracted Battalion Chief will oversee and evaluate the spending practices of the fire department and make recommendations to the City Council.

The City of Colfax shall adopt and recognize the Placer County Fire Department Volunteer Standard Operating Guide as the Policy and Procedure Manual for the Fire Department's administration and operations.

C. Stability of Command and Control

As previously noted, for the duration of this contract, the City of Colfax Fire Chief shall be the CAL FIRE/Placer County Fire Nevada/Yuba/Placer Unit Chief.

The contracted Battalion Chief under the direction of the Fire Chief shall have the authority to exercise those fire department management and operational duties and responsibilities commensurate with overall command of the department and its operations, as authorized by unanimous action of the Colfax City Council on February 27, 2001.

The contracted Battalion Chief will assume command of those All-Risk related emergency incidents occurring within the City of Colfax.

D. Readiness to Respond

The contracted Battalion Chief will continually evaluate the response protocols of the Fire Department and make recommendations to the City for implementation of the changes necessary to provide effective emergency services to the public.

E. Fire Marshal Services

CAL FIRE/Placer County Fire will provide Fire Marshal services to the City of Colfax, as requested. The services include, but are not limited to:

- 1. Fire Inspection.
Conduct annual business fire safety inspections to evaluate compliance of life safety and fire suppression systems. Ensure all deficiencies are identified, documented, and reported in accordance with the policies of the City of Colfax.
- 2. Event Planning and Application Reviews.
Attend specific event planning meetings, review event applications and conduct site visits that require a Fire Marshal's oversight based on the request by the contracted Battalion Chief.

F. Placer County Planning Department Fire Marshal Services

Plans Review and Site Inspections.
This involves the analysis and approval of plans, specifications, and construction documents for buildings, processes, operations, and fire protection systems and equipment and the site inspections of these components to ensure they meet the intent of applicable codes and standards currently in effect in the City of Colfax.

VI: INDEMNIFICATION AND INSURANCE

A. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The CITY OF COLFAX hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CITY OF COLFAX agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CITY OF COLFAX. CITY OF COLFAX also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CITY OF COLFAX or the COUNTY or to enlarge in any way the CITY OF COLFAX'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CITY OF COLFAX'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

B. INSURANCE:

CITY OF COLFAX shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-VII showing.

1. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

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

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

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CITY OF COLFAX.

CITY OF COLFAX shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

2. GENERAL LIABILITY INSURANCE:

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CITY OF COLFAX, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
- (1) Contractual liability insuring the obligations assumed by CITY OF COLFAX in this Agreement.
- B. One of the following forms is required:
- (1) Comprehensive General Liability;
 - (2) Commercial General Liability (Occurrence); or
 - (3) Commercial General Liability (Claims Made).

C. If CITY OF COLFAX carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CITY OF COLFAX carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) for Products-Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

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

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) aggregate for Products Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) The insurance coverage provided by CITY OF COLFAX shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

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

3. ENDORSEMENTS:

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

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the CITY OF COLFAX, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer"

4. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

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

5. ADDITIONAL REQUIREMENTS:

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

Policy Deductibles - The CITY OF COLFAX shall be responsible for all deductibles in all of the CITY OF COLFAX's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CITY OF COLFAX's Obligations - CITY OF COLFAX's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CITY OF COLFAX shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CITY OF COLFAX's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CITY OF COLFAX to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Executed as of the day first above stated:

Chair Board of Supervisors Date

Wes Heathcock Date
City Manager, City of Colfax

APPROVED AS TO FORM:

County Counsel Date

=====

FIRE PROTECTION AGREEMENT
~~2015-2018-2018-2021~~
 County of Placer and City of Colfax

I. PARTIES TO THIS AGREEMENT:

County of Placer and the City of Colfax

II. BACKGROUND AND PURPOSE:

By its unanimous action on February 27, 2001 the Colfax City Council indicated its desire to have the County of Placer, through its fire protection provider the California Department of Forestry and Fire Protection (CAL FIRE) provide management and operational oversight of the City of Colfax Fire Department. The purpose of this document is to continue the Agreement between the Parties for the County of Placer to provide contractual management and oversight of the City of Colfax Fire Department and its operations.

III. TERM:

The term of this contract is ~~July 1, 2015 through June 30, 2018~~ July 1, 2018 through June 30 2021.

IV. COSTS:

The County of Placer, through its contract with CAL FIRE/Placer County Fire., will provide certain fire protection services described herein to the City of Colfax. The services indicated in Section V, paragraphs A-D below in the areas of fire protection, training, management and oversight and Fire Marshal services Section V, paragraph E will be provided at an annual cost ~~not to exceed \$21,500~~ of \$25,000.00. ~~In addition, CAL FIRE will provide Fire Marshal services (Section V, paragraph E), up to 12 hours/month, to be billed at the current hourly rate at the time of service, the annual total cost not to exceed \$8,980. Fire Marshal services will be billed quarterly based on actual services performed. (Fire Marshal billing information, itemized by project, is to be provided to City of Colfax on a monthly basis.)~~

For the services specified within this Agreement, the City of Colfax will reimburse the County of Placer ~~\$30,480-\$25,000.00~~ per year or ~~\$91,440-\$75,000.00~~ over the course of the three year contract. The parties understand that these services will be billed annually, on an hourly basis up to the maximum annual amount set out in this Agreement.

For Fire Marshal Services specific to Section V, paragraph F, plan reviews and site inspections, those services will be billed through the Placer County Planning Department at the current hourly rate at the time of service. Those costs shall not be considered a part of this agreement under Section IV Costs. Section V paragraph F, Fire Marshal services will be billed quarterly based on actual services performed. (Itemized Fire Marshal plan review services will be provided, by project, on a monthly basis, to the City of Colfax.

V. SCOPE OF SERVICES:

A. Safety and Training

Training will be provided to the City of Colfax Volunteer Firefighters utilizing the CAL FIRE/Placer County Fire Colfax Battalion Chief and other instructors. Training will be conducted to assure attainment of the minimum basic skill level and meet state and federal legal requirements for firefighting operations. All volunteers shall have access to Target Solutions for online training curriculum through the CAL FIRE/Placer County Fire Account. All volunteer training and credential records shall be kept using Target Solutions through the CAL FIRE/Placer County Fire Account. City of Colfax Volunteers will be considered contracted employees using the NEU Training Calendar and can attend Unit hosted classes at no cost.

~~The City's fire facilities, vehicles, and equipment will be maintained and upgraded as resources allow.~~

B. Management and Administration

The Colfax City Council will retain local governance of the Fire Department, and financial responsibility for the maintenance of the equipment and facilities of the Department.

The Fire Chief for the City of Colfax will be the CAL FIRE/Placer County Fire Nevada/Yuba/Placer Unit Chief for the duration of the contract. The CAL FIRE/Placer County Fire Colfax Battalion Chief for the duration of the contract, shall be considered the City Fire Chief, and will report directly to the Colfax City Manager. If the currently assigned individual departs for any reason, CAL FIRE/Placer County Fire will consult with the City of Colfax on his replacement. No individual will be assigned as Fire Chief without consultation with the Colfax City Manager. under the direction of the Fire Chief shall serve as the day to day Administration and Operations Chief for the Department and will report directly to the Colfax City Manager.

Volunteers serving as firefighters for the City of Colfax Fire Department shall be retained as City volunteers.

The contracted Fire Battalion Chief will take direction from the City Manager and implement the policies of the Colfax City Council.

The contracted Fire Battalion Chief will make recommendations on fire department organizational structure and personnel issues to the City Manager and City Council.

The contracted Fire Battalion Chief will pursue funding opportunities to help purchase equipment for the benefit of the Colfax Fire Department in providing public safety services.

The contracted Fire Battalion Chief will oversee and evaluate the spending practices of the fire department and make recommendations to the City Council.

The City of Colfax shall adopt and recognize the Placer County Fire Department Volunteer Standard Operating Guide as the Policy and Procedure Manual for the Fire Department's administration and operations.

C. Stability of Command and Control

As previously noted, for the duration of this contract, the City of Colfax Fire Chief shall be the CAL FIRE/Placer County Fire Nevada/Yuba/Placer Unit Colfax Battalion Chief.

The contracted Battalion Chief under the direction of the Fire Chief shall have the authority to exercise those fire department management and operational duties and responsibilities commensurate with overall command of the department and its operations, as authorized by unanimous action of the Colfax City Council on February 27, 2001.

The contracted Fire Battalion Chief will assume command of those fire All-Risk - related emergency incidents occurring within the City of Colfax.

D. Readiness to Respond

The contracted Fire Battalion Chief will continually evaluate the response protocols of the Fire Department and make recommendations to the City for implementation of the changes necessary to provide effective emergency services to the public.

E. Fire Marshal Services

CAL FIRE/Placer County Fire will provide fire protection planning Fire Marshal services to the City of Colfax, as requested. The services include, but are not limited to:

Plans Review.
This involves the analysis and approval of plans, specifications, and construction documents for buildings, processes, operations, and fire protection systems and equipment to ensure they meet the intent of applicable codes and standards currently in effect in the City of Colfax.

Fire Inspection.
Given a performance-based design, evaluate compliance of life safety systems and building services equipment with construction documents to ensure they are installed, inspected, and tested to perform as described in accompanying engineering documents and operations and maintenance manuals. Ensure all deficiencies are identified, documented, and reported in accordance with the policies of the City of Colfax.

1. Fire Inspection.
Conduct annual business fire safety inspections to evaluate compliance of life safety and fire suppression systems. Ensure all deficiencies are identified, documented, and reported in accordance with the policies of the City of Colfax.

2. Event Planning and Application Reviews.
Attend specific event planning meetings, review event applications and conduct site visits that require a Fire Marshal's oversight based on the request by the contracted Battalion Chief.

F. Placer County Planning Department Fire Marshal Services

Plans Review and Site Inspections.
This involves the analysis and approval of plans, specifications, and construction documents for buildings, processes, operations, and fire protection systems and equipment and the site inspections of these components to ensure they meet the intent of applicable codes and standards currently in effect in the City of Colfax.

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VI: INDEMNIFICATION AND INSURANCE

A. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The CITY OF COLFAX hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CITY OF COLFAX agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CITY OF COLFAX. CITY OF COLFAX also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CITY OF COLFAX or the COUNTY or to enlarge in any way the CITY OF COLFAX'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CITY OF COLFAX'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

B. INSURANCE:

CITY OF COLFAX shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:-VII showing.

1. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

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

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

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CITY OF COLFAX.

CITY OF COLFAX shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

2. GENERAL LIABILITY INSURANCE:

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CITY OF COLFAX, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
- (1) Contractual liability insuring the obligations assumed by CITY OF COLFAX in this Agreement.
- B. One of the following forms is required:
- (1) Comprehensive General Liability;
 - (2) Commercial General Liability (Occurrence); or
 - (3) Commercial General Liability (Claims Made).
- C. If CITY OF COLFAX carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
- One million dollars (\$1,000,000) each occurrence
 - Two million dollars (\$2,000,000) aggregate
- D. If CITY OF COLFAX carries a Commercial General Liability (Occurrence) policy:
- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
 - (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- E. Special Claims Made Policy Form Provisions:
- CITY OF COLFAX shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of Placer County, which consent, if given, shall be subject to the following conditions:
- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

- (2) The insurance coverage provided by CITY OF COLFAX shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

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

3. ENDORSEMENTS:

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

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the CITY OF COLFAX, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer"

4. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

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

5. ADDITIONAL REQUIREMENTS:

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

Policy Deductibles - The CITY OF COLFAX shall be responsible for all deductibles in all of the CITY OF COLFAX's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CITY OF COLFAX's Obligations - CITY OF COLFAX's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CITY OF COLFAX shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CITY OF COLFAX's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CITY OF COLFAX to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

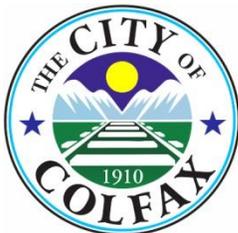
Executed as of the day first above stated:

Chair Date
Board of Supervisors

Date ~~Kim A. Douglass~~ Will Stockwin |
Mayor, City of Colfax |

APPROVED AS TO FORM:

County Counsel Date



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MAY 23, 2018 COUNCIL MEETING

FROM Wes Heathcock, City Manager
PREPARED BY: Chris J. Clardy, Community Services Director
DATE May 10, 2018
SUBJECT: Quinn’s Lane One-way Street Designation

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Discuss and consider adopting Resolution No.40-2018 authorizing staff to install permanent signage designating residential street Quinn’s Ln., between Culver St. and S. Main St., as a one-way street.

ISSUE STATEMENT AND DISCUSSION:

Property owners and residents on Quinn’s Lane, between Culver Street and South Main Street have shown interest in converting/designating the segment from two-way vehicle traffic to one-way traffic. The legal direction of travel allowed would be in the eastbound direction, Culver Street towards South Main Street.

A petition was filed with the City validating the neighborhood’s interest to modify Quinn’s Lane.

Staff would like to comment that temporary signage has been in place since March 2018 and there has been no negative feedback.

Staff’s view on the proposed designation concurs with that of the residents citing safety as the primary issue. Vehicles entering onto Quinn’s Lane from both directions could create a blockage as the street is not wide enough for two vehicles. Also, designating Quinn’s Lane as a one-way entry allows the trucks, delivering to the U.S. Post Office wider turning access onto and out of the street. Entering onto Quinn’s Lane from South Main Street, vehicles continually drive over the curb and storm drain. One more safety note would be, trucks delivering to the Post Office would be backing into the delivery area from the driver’s side of the vehicle and not trying to back-up on the “blindside”.

ATTACHMENT:

- a. Resolution 40-2018

City of Colfax

City Council

Resolution № 40-2018

APPROVING THE DESIGNATION OF QUINN'S LANE BETWEEN CULVER ST. AND S. MAIN ST. AS ONE-WAY VEHICLE TRAFFIC.

WHEREAS, the residents and property owners have petitioned the City Council to modify Quinn's lane from a two-way residential street to a one-way residential street; and,

WHEREAS, the legal direction of travel will be eastbound, entering from Culver Street and exiting onto South Main Street; and,

WHEREAS, the City staff concurs with residents and property owners, citing safety as the primary impetus; and,

WHEREAS, the City staff recommends City Council approve the Quinn's Lane one-way street designation.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax approves that the segment of Quinn's Lane between Culver Street and South Main Street be designated as a one-way street.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 23rd day of May, 2018 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk