



# 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

October 10, 2018

Closed Session 6:30 PM

Regular Session 7:00 PM

### 1. CLOSED SESSION

1A. **Call Closed Session to Order**

1B. **Roll Call**

1C. **Public Comment on Closed Session Items**

1D. **Closed Session**

Conference With Legal Counsel - Existing Litigation Pursuant To Government Code Section 54956.9(d)(1): People of The State Of California vs Church of Modern Medicine, Placer County Superior Court Case # SCV41724.

Conference With Legal Counsel - Anticipated Litigation. Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): One potential case.

### 2. CALL TO ORDER

2A. **Call Open Session to Order**

2B. **Report from Closed Session**

2C. **Pledge of Allegiance**

2D. **Roll Call**

2E. **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.

### 3. PRESENTATION

3A. **Sierra Oaks Estates – Project Update**

Eric Stauss, Project Developer

### 4. 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**

4A. **Minutes – Regular meeting September 26, 2018**

**Recommendation:** Approve the Minutes of the Regular Meeting of September 26, 2018.

4B. **Sierra Oaks Estates Sewer Easements**

**Recommendation:** Adopt Resolution 60-2018 authorizing the City Manager to execute quitclaim deeds for existing sewer easements and accept new deeds for sewer easements for the City’s sewer main through the Sierra Oaks Estates Subdivision.

### 5. 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.*



## **6. 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.*

### **6A. Committee Reports and Colfax Informational Items - All Councilmembers**

### **6B. City Operations Update – City staff**

### **6C. Additional Reports – Agency partners**

## **7. COUNCIL BUSINESS**

### **7A. Rising Sun Pavement Project (Federal Project No. STPL-5187(011) – Award of Contract**

**Staff Presentation:** Wes Heathcock, City Manager

**Recommendation:** Discuss and consider adopting Resolution 61-2018 authorizing the City Manager to:

1. Amend the Rising Sun Road Pavement Resurfacing Project (Federal Project No. STPL-5187(011)) of the Fiscal Year 2018-2019 Budget to allocate to the Project \$3,500.00 in revenue from PCWA for utility relocation expenses and to reflect a \$7,100.00 in Federal funding.
2. Award a construction contract to Central Valley Engineering & Asphalt, Inc. in the amount of \$157,700.85 and authorize the City Manager to execute change orders up to the amended budget.
3. Authorize the City Manager to engage Coastland Engineering to perform construction management and inspection services not to exceed \$12,000.00.

## **8. 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.*

## **9. ADJOURNMENT**

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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](http://www.Colfax-ca.gov).

  
Lorraine Cassidy, City Clerk

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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, September 26, 2018  
 City Hall Council Chambers  
 33 S. Main Street, Colfax CA

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### 1 CLOSED SESSION

#### 1A. **Call Closed Session to Order**

Mayor Stockwin called the meeting to order at 6:30PM.

#### 1B. **Roll Call**

Council members present: Douglass, Harvey, Mendoza, Stockwin

#### 1C. **Public Comment on Closed Session Items**

There was no public comment.

#### 1D. **Closed Session**

Conference with Legal Counsel – Existing Litigation. Pursuant to Government Code Section 54956.9(d)(1): People of the State of California vs Church of Modern Medicine, Placer County Superior Court Case #SCV41724.

Conference With Legal Counsel - Anticipated Litigation. Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): One potential case.

Closed session ended at 6:51PM.

### 2 OPEN SESSION

#### 2A. **Call to Order**

Mayor Stockwin called the meeting to order at 7:00PM.

#### 2B. **Report from Closed Session**

City Attorney Cabral noted there were two items discussed but no reportable actions taken during Closed Session.

#### 2C. **Pledge of Allegiance**

Tom Parnham, Colfax resident, led the Pledge of Allegiance.

#### 2D. **Roll Call**

Council members present: Douglass, Harvey, Mendoza, Stockwin

#### 2E. **Approval of Agenda Order**

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

**AYES:** Douglass, Harvey, Mendoza, Stockwin

### 3 PRESENTATION

#### 3A. **Service Proclamation**

Sergeant Ty Conners, Colfax Substation Commander

Sergeant Conners honored Deputy Robert Clark who has served in Colfax for several years with dedication and a commitment to be part of the community.

On behalf of the entire Council, Mayor Stockwin read a letter of thanks to Deputy Clark and presented him with a Certificate of Appreciation.

The public affirmed their thanks to Deputy Clark with enthusiastic applause.

**4 CONSENT CALENDAR****4A. Minutes - Regular Meeting August 22, 2018**

**Recommendation:** Approve the Minutes of the Regular Meeting of August 22, 2018.

**4B. Cash Summary: August 2018**

**Recommendation:** Accept and file.

**4C. Sierra Oaks Estates Sewer Easements**

**Recommendation:** Adopt Resolution 54-2018 authorizing the City Manager to execute quitclaim deeds for existing sewer easements and accept new deeds for sewer easements for the City's sewer main through the Sierra Oaks Estates Subdivision.

**4D. Bureau Veritas Contract for Building Inspection Services**

**Recommendation:** Adopt Resolution 55-2018 authorizing the City Manager to extend the contract with Bureau Veritas for building inspection services on an as needed basis not to exceed \$72,000 and subject to renewal June 30, 2019.

City Manager Heathcock asked to pull Item 4C, Sierra Oaks Estates Sewer Easements as there were documents missing in the agenda packet. Staff plans to bring the item back for Council consideration at the next meeting.

On a motion by Councilmember Harvey, seconded by Mayor Pro Tem Mendoza, the City Council approved items 4A, 4B, and 4D

**5 PUBLIC COMMENT**

*Sonja Conklin, 225 Vista Ave*

- Ms. Conklin spoke in support of the CUP and Variance that will be addressed later during the Public Hearing for N. 120 Foresthill Street.
- She also spoke in favor of allowing Golden State Patient Care to reopen.

*Jim Dion, Owner of Golden State Patient Care*

- Mr. Dion gave Council his understanding of the history of the Cannabis ordinances which Council has adopted as they pertain to licensing of his retail cannabis business. He demanded the Council reinstate his license.

Several members of the public spoke in favor of reinstating the Golden State Patient Care (GSPC) temporary business license.

Dale, Dutch Flat resident

Frank, Colfax resident

Bob Dion, unknown residence

Lynda Locatel, Colfax business owner

Melissa, Colfax resident

Lynnie Russ?, representing Nevada County retail cannabis business

Cory Young, GSPC employee

Stan Campbell, GSPC employee

Tim Dion, unknown residence

Linda Levi?, Colfax resident

Shirley Alexander, area resident

Jessica, unknown residence

Andy Cabe, Colfax resident

Steve Dion, unknown residence

Karyn Furry, area residence

Jule?, Colfax resident?

Donna Dion, unknown residence

Several members of the public spoke in favor of placing the issue of retail cannabis business licensing on a future agenda.

Sharon Conners, area resident

Wendy Dion, GSPC employee

Tom Parnham, Colfax resident

Annie Aubrie, retail cannabis business applicant

Joe Fatula, Colfax resident

One member of the public spoke in opposition to reinstating the Golden State Patient Care temporary business license.

Bill Bean, Colfax resident

Some speakers asked why the City is allowing the unpermitted and unlicensed organization calling itself “The Church of Modern Medicine (COMM)” to continue to function. The Mayor explained the City has initiated litigation against COMM and will be in Court next Thursday, October 4, 2018 to obtain an injunction and close the business.

## **6 COUNCIL, STAFF, AND OTHER REPORTS**

### **6A. Committee Reports and Colfax Informational Items – All Councilmembers**

*Councilmember Harvey*

- Councilmember Harvey represented the City at the Placer County Transportation Agency.

*Councilmember Douglass*

- Councilmember Douglass has helped to organize a Candidate Night forum at the Sierra Vista Community Center to be moderated by the League of Women Voters on Tuesday October 2, 2018.
- He represented the City at the Pioneer Energy, SACOG and Project Go board meetings.
- He supported the community by attending the Chamber of Commerce Mixer and Railroad Days.
- Councilmember Douglass also serves as a member of the Sierra Vista Community Center board. Sierra Vista Community Center always welcomes volunteers. It is a great place to get involved in the community.

*Mayor Pro Tem Mendoza*

- Mayor Pro Tem Mendoza had nothing to report.

*Mayor Stockwin*

- Mayor Stockwin thanked Fred and Reene Abbott for organizing Railroad Days which was a great event.
- He also thanked Foxy McCleary for organizing the Art Walk events this summer.
- Mayor Stockwin represented the City at the Mosquito and Vector Control District board meeting.
- He mentioned results from a State-wide drug-use report which indicates cannabis use among young people has decreased in the last two years. He believes the City is going in the wrong direction with cannabis by stopping the cannabis permit application process.

**6B. City Operations – City Staff***City Manager Heathcock*

- City Manager Heathcock stated staff has completed the process for a second lien on the historic hotel for a total of \$98,000.
- The Rising Sun Pavement Project bids actually came in under budget. Staff plans to bring the award of contract to Council for approval in October.

**6C. Additional Reports – Agency Partners***Chief Brian Eagan, Colfax Fire Department Battalion Chief*

- Chief Eagan explained the volunteer firefighters are in a training program to become certified as a rescue unit. They will become a regional resource for all types of rescue operations.
- The fuel reduction program was put on hold during the worst of the fire season and will continue soon.
- Chief Eagan reminded everyone to remember burn season is still closed.

Mayor Stockwin commended the fire crews for the beautiful appearance of the landfill – it looks like a park!

*Officer Chris Nave, Public Information Officer, Gold Run California Highway Patrol*

- Officer Nave cautioned motorists to be aware of many motorcyclists travelling to Reno for Street Vibrations this weekend.
- He announced this is “Child Passenger Safety Week”. Check to ensure your car seat is properly installed.

*Sergeant Ty Conners, Colfax Substation Commander, Placer County Sheriff’s Office*

- Sergeant Conners thanked Chief Eagan and CalFire for their heroic efforts during the fire season.

The public responded with applause.

- Sergeant Conners reported the August crime statistics, which are down significantly, indicate the deputies are very proactive in keeping Colfax safe.
- He announced the Placer County Sheriff’s Office will be conducting a food drive to help feed senior citizens in need during October. He asked if City Hall could be a collection point.

Mayor Stockwin thanked Sgt. Conners for response to a parking issue on Rising Sun. He also reminded everyone the Rising Sun project will require the road to be closed for two days and detours will be in place.

*Frank Klein, President, Colfax Area Chamber of Commerce*

- Mr. Klein announced the next mixer will be held at the VFW and hosted by Air Medical Care.
- He thanked the Abbotts for organizing Railroad Days.
- Board elections will be soon and the Chamber is looking for volunteers.

*Sharon Conners and Foxey McCleary, Sierra Vista Community Center*

- Ms. McCleary invited everyone to the first Sunday breakfasts at VFW and the Open Studio events on Tuesdays and Wednesdays.
- Ms. Conners listed the events which will be hosted in October at the Sierra Vista Community Center including Candidates Night on October 2<sup>nd</sup>, The Food Bank on October 5<sup>th</sup>, Harvest and Craft Fair on October 6<sup>th</sup>, Bingo on October 7<sup>th</sup>, Flea Market on October 20<sup>th</sup>, and the Food Train on October 21<sup>st</sup>.

*Fred Abbott and Reene Abbott, Event Liaisons*

- The Abbotts extended thanks to each person, many by name, who contributed to the success of Railroad Days. They have already begun planning next year's event!

## **7 PUBLIC HEARING**

### **7A. Public Hearing for a Conditional Use Permit and Variance for the property located at 120 N. Foresthill Street**

**Staff Presentation:** Amy Feagans, Planning Director

**Recommendation:** Hold a Public Hearing, discuss, and consider adopting Resolution 56-2018 approving a Conditional Use Permit and a Variance for the property located at 120 N. Foresthill Street.

Ms. Feagans explained the applicants are requesting the Conditional Use Permit to expand the footprint of the house on 120 N. Foresthill Street within the prescribed setbacks of the lot. Since the setbacks are not closer to the lot line than the existing structure this is allowable if approved during this hearing. The applicants also have requested a variance in order to raise the height of the garage and create a carriage house façade. This action also allows for two off street parking spaces.

Councilmember Harvey asked if the neighbors were notified.

Ms. Feagans stated neighbors were properly notified and there were no comments.

The applicant, Joe Fatula, stated he plans to restore the house to a 1906 style.

There was no public comment and the Mayor closed the Public Hearing at 8:55PM.

On a motion by Councilmember Harvey, and a second by Councilmember Douglass, Council approved Resolution 56-2018 with a roll call vote.

**Ayes:** Douglass, Harvey, Mendoza, Stockwin

## **8 COUNCIL BUSINESS**

### **8A. Amendment to Maidu Village Road Improvement Deposit Agreement**

**Staff Presentation:** Alfred A. "Mick" Cabral, City Attorney

**Recommendation:** Discuss and consider adopting Resolution 57-2018 approving the First Amendment to the Road Improvement Deposit Agreement with the developers of the Maidu Village Project.

City Attorney Cabral reminded Council the developers of Maidu Village have agreed to pay their portion of the roundabout and street improvement projects up-front in order for the City to take advantage of State and Federal funding for the roundabout. The original agreement timeline was created with the understanding the project was in a fast track approval process with Caltrans. Caltrans has since caused a delay in the approval process by requiring expanded environmental and cultural studies. This amendment to the original contract will extend the timeline by 120 days.

Councilmember Mendoza asked if the appropriate environmental studies have been completed.

City Manager Heathcock stated they are near completion. He added the additional Cultural Study required by Caltrans is projected to be on the agenda for Council approval on November 14, 2018.

On a motion by Councilmember Harvey, and a second by Councilmember Douglass, Council approved Resolution 57-2018 with a roll call vote.

**Ayes:** Douglass, Harvey, Stockwin

**Abstain:** Mendoza

8B. **Grant Funding for Sewer Collection System and Wastewater Treatment Plant Improvements**

**Staff Presentation:** Wes Heathcock, City Manager

**Recommendation:** Discuss and consider adopting Resolution 58-2018 authorizing the City Manager to sign and file a Financial Assistance Application for a financing agreement for the State Water Resources Board for the planning, design, and construction of Sewer Collection and Wastewater Treatment Plant Improvements.

City Manager Heathcock explained the City has contacted the State Water Board for assistance in reducing the financial burden of the high sewer costs. The Water Board has indicated Colfax is qualified for 100% grants of up to \$6,500,000. Staff is requesting Council authorize pursuit of the grants.

Councilmember Mendoza asked who would be working on the grant application.

City Manager Heathcock replied staff will be taking the lead on the application process and have contacted Jim Fletter of Wood Rodgers Engineering to assist with technical advice. The costs to the City will be about \$3,000. After the grant is approved, all expenses will be covered by the grant.

Councilmember Harvey asked if the grants include work to reduce the Inflow and Infiltration (I&I) into the system.

City Manager Heathcock affirmed the grant application proposals would include reducing the added burden to the plant from winter runoff. Mr. Fletter worked on the original I&I project which significantly reduced these flows. A similar project now would save the City significant costs by eliminating the need to build more pipelines to the plant.

On a motion by Mayor Pro Tem Mendoza, and a second by Councilmember Harvey, Council approved Resolution 58-2018.

**Ayes:** Douglass, Harvey, Mendoza, Stockwin

8C. **Donation of Antique Fire Engines to the Colfax Firefighter Association**

**Staff Presentation:** Brian Eagan, Colfax Fire Battalion Chief

**Recommendation:** Discuss and consider adopting Resolution 59-2018 authorizing donation of two antique fire trucks to the Colfax Firefighter Association.

Chief Eagan explained the Volunteer Fire Department owns two antique vehicles, one of which the Colfax Firefighters Association (CFA) has invested time and money into restoring to use in parades and other events. The other does not run. The CFA has requested the City donate the titles to CFA so the organization can restore both vehicles. Chief Eagan recommends the transfer of title.

Mayor Pro Tem Mendoza asked for more information.

Roger Bresnahan, CFA Treasurer stated this will be a long term project. It took two years to get the first truck running. The trucks foster pride in the City and serve as a good recruiting tool for the Volunteer Firefighters.

Councilmember Harvey asked what will happen if the VFA can no longer store or maintain the vehicles.

Mayor Stockwin recommended adding a clause to the resolution to give the City a first right of refusal should the VFA determine they could no longer keep the vehicles, "the Colfax Firefighters Association agrees the titles of the two vehicles will not be transferred to a third party without first offering the City of Colfax the opportunity to reacquire the antiques".

Tim Ryan, Colfax City Treasurer, asked how VFA receives its funding.

Mr. Bresnahan replied VFA is a non-profit which relies on donations and fundraisers, principally the Memorial Day Boot Drive and a grant from Riebe's Auto Parts.

On a motion by Mayor Pro Tem Mendoza, and a second by Councilmember Douglass, Council approved Resolution 59-2018 as amended.

**Ayes:** Douglass, Harvey, Mendoza, Stockwin

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

Councilmember Douglass mentioned the upcoming Harvest Fair on October 6, 2018 at the Sierra Vista Community Center from 9AM – 3PM.

Councilmember Douglass stated he misunderstood the implications of his vote for the Cannabis Permitting Update item which was on the August 8, 2018 agenda. He would like to bring the item back for discussion at a future Council meeting.

Mayor Pro Tem Mendoza also asked staff to bring the item back to Council for clarification.

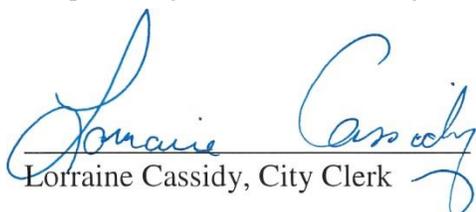
Mayor Stockwin affirmed the item should be on a future agenda.

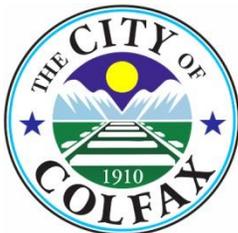
City Manager Heathcock replied he will place it on the soonest agenda possible, perhaps on October 10, 2018.

**10 ADJOURNMENT**

As there was no further business, Mayor Stockwin adjourned the meeting at 9:23PM.

Respectfully submitted to City Council this 10<sup>th</sup> day of October, 2018

  
Lorraine Cassidy, City Clerk



# STAFF REPORT TO THE COLFAX CITY COUNCIL

## FOR THE OCTOBER 10, 2018 COUNCIL MEETING

**FROM:** Wes Heathcock, City Manager  
**PREPARED BY:** Dane Schilling, City Engineer, Laurie Loaiza, Senior Engineer  
**DATE:** September 12, 2018  
**SUBJECT:** Sierra Oaks Estates Sewer Easements

<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 60-2018 authorizing the City Manager to execute quitclaim deeds for existing sewer easements and accept new deeds for sewer easements for the City’s sewer main through the Sierra Oaks Estates Subdivision.

**SUMMARY:**

On December 14, 2016 City of Colfax approved the Vesting Tentative Map for the Sierra Oaks subdivision, which included a Condition of Approval requiring construction of a new 15-inch diameter sanitary sewer main crossing Parcels 1, 2, 3, and 4 of the subdivision and a 20-foot easement centered on the main. The three required 20-foot sewer easements were recorded on April 23, 2018. Construction commenced shortly thereafter and in June 2018, it was determined the sewer needed to be realigned slightly to accommodate an existing hillside slope. The revised sewer plan was approved by the City Engineer on June 29, 2018.

The intent of the sewer easement is to provide the necessary property rights to locate and operate the sewer main across private property and allow the City access for maintenance and replacement of the sewer main and the associated manholes. Since the sewer alignment was revised after the initial easements were recorded, two of the three sewer easements need to be replaced to match the newly constructed sewer’s location. The Conditions of Approval require elimination of all easements that are relocated or no longer needed. Therefore, the two relocated easements as well as the original easement (February 27, 1979) for the abandoned 8 inch line need to be quitclaimed back to the property owner.

A copy of the 3 Quitclaim Deeds and a copy of the 2 current easements recorded April 23, 2018 are attached for reference. Also attached are the two new easements reflecting the revised sewer line alignment. The third easement recorded April 23, 2018 on Village Oaks Community LLC property (Parcel 4) was unaffected by the realignment and therefore does not have to be changed.

**FISCAL IMPACT:**

Although the City is reimbursing the Sierra Oaks Estates developer for costs associated with the replacement of the sewer main, the late change to accommodate the existing hillside was made at the developer’s request. Therefore, the developer will be responsible for the proposed action on this item.

**ATTACHMENTS:**

1. Resolution 60-2018
2. Sewer easement recorded April 23, 2018 which are to be eliminated (quitclaimed) because they are no longer needed.
3. Quitclaim Deeds (easement) eliminating the two no longer needed April 23, 2018 easements.
4. Quitclaim Deed eliminating the old easement for the now abandoned 8 inch line.
5. Two new sewer easements to replace the tow April 23, 2018 easements which are quitclaimed

# City of Colfax

## City Council

### Resolution № 60-2018

#### AUTHORIZING THE CITY MANAGER TO EXECUTE QUITCLAIM DEEDS FOR EXISTING SEWER EASEMENTS AND ACCEPT NEW DEEDS FOR SEWER EASEMENTS FOR THE CITY'S SEWER MAIN THROUGH THE SIERRA OAKS ESTATES SUBDIVISION

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**WHEREAS**, the City of Colfax on December 14, 2016 approved the Vesting Tentative Map for the Sierra Oaks LLC subdivision, which included a Condition of Approval requiring the developer construct, on behalf of the City, a new 15-inch sanitary sewer main crossing the subdivision and to provide 20-foot easements for the new sewer main; and

**WHEREAS**, on April 23, 2018, two 20-foot sewer easements were recorded on the Sierra Oaks Estates LLC and Pinetop Properties LLC properties centered on the proposed sanitary sewer pipe alignment; and

**WHEREAS**, on June 29, 2018, the City Engineer approved a plan revision that changed the alignment of the sewer main pipeline to meet unforeseen site constraints with the result the pipeline was no longer centered in the April 23, 2018 easements; and

**WHEREAS**, the City Engineer has determined it is necessary for the existing sewer easements to be relinquished and replaced with new easements centered on the as-constructed pipeline alignment.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Colfax authorizes the City Manager to:

1. Approve the Quitclaim Deeds for the existing 20-foot sewer easement across Parcels 1 and 3 of the Sierra Oaks Estates LLC subdivision as well as the entire old easement for the abandoned 8 inch line; and
2. Accept on behalf of the City of Colfax new 20-foot sewer easements across the Sierra Oaks Estates LLC and Pinetop Properties LLC properties centered on the as-constructed location of the City's 15-inch diameter sewer main.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY PASSED AND ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 10<sup>th</sup> day of October 2018 by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

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**Will Stockwin, Mayor**

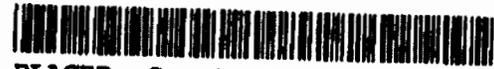
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**Lorraine Cassidy, City Clerk**

Recording requested by  
Sierra Oaks Estates LLC

AND WHEN RECORDED MAIL TO:

Eric R. Stauss for Sierra Oaks Estates, LLC  
9724 Wedgewood Place  
Granite Bay, CA 95746



PLACER, County Recorder  
RYAN RONCO  
DOC- 2018-0027705-00

MONDAY, APR 23, 2018 10:28:23  
MIC \$0.00 | AUT \$0.00 | SBS \$0.00  
ERD \$0.00 | SB2 \$0.00 | \* \$0.00  
ADD \$0.00

Ttl Pd \$0.00 Rcpt # 02682743  
CLK98CT282/DG/1-7

GC 27383 No fee to record Space above this line for recorder's use

**SEWER EASEMENT**

FOR VALUABLE CONSIDERATION, Sierra Oaks Estates LLC, a California Limited Liability Company, (hereinafter called "GRANTOR") hereby grants to the City of Colfax, a public body, (hereinafter called "CITY") a nonexclusive permanent easement in, on, over, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement (hereinafter called the "EASEMENT AREA"). In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is for city sewer line installation and maintenance by the CITY in, on, over and across the EASEMENT AREA subject to the terms and conditions that follow.

1. GRANTOR grants to the CITY:

- (a) an easement over the EASEMENT AREA for the purpose of installing, replacing and maintaining the city's underground sewer line;
- (b) the right from time to time to trim and to cut down and clear away any and all trees, tree roots, brush and landscaping now or hereafter on the EASEMENT AREA which may interfere, but only to the extent of the interference, with the exercise of the CITY's rights hereunder.
- (c) the right to use, access and open all current and future gates on all streets and roadways within the EASEMENT AREA or which are controlled by

GRANTOR and which control access to the EASEMENT AREA, including any equipment or pass codes needed to unlock any such gates, for the purpose of CITY exercising its rights hereunder.

- (d) the right to pass over adjacent land owned by GRANTOR to the minimum extent required for the purpose of accessing the EASEMENT AREA in performance of activities in accordance with CITY'S rights hereunder.

2. **Limited Construction.** GRANTOR shall not construct any permanent structure in the EASEMENT AREA. CITY shall not construct any above ground or ground level facility except for sewer manholes used for maintenance of the sewer line.

3. **Repairs.** The CITY shall promptly repair any and all damage caused to the EASEMENT AREA, landscaping, fencing, and other improvements within and outside the EASEMENT AREA, caused by or related to CITY'S exercise of its rights hereunder.

4. **Indemnification.** CITY shall indemnify, defend and hold harmless GRANTOR from and against any and all liabilities, damages, claims, costs, actions, or suits, including for personal injury, death, property damage, and reasonable attorney's and consultant's fees and costs, which arise directly or indirectly out of, or in connection with, this Agreement and/or the CITY's use, operation or maintenance of its easement granted herein, unless the liabilities, damages, claims, costs, actions, or suits are solely caused by the active negligence or willful misconduct of GRANTOR. Notwithstanding any other provision hereof, CITY shall not be required to indemnify GRANTOR for any damage to GRANTOR's streets and roadways caused solely by the acts or omissions of GRANTOR.

5. **Notice.** Any notice between the parties must be in writing and may be personally delivered or sent by certified U.S. mail to the following addresses or other addresses as the parties may from time to time designate in a written notice:

To GRANTOR :       Sierra Oaks Estates LLC  
                          c/o Eric R. Stauss  
                          9724 Wedgewood Place  
                          Granite Bay, CA 95604

To CITY:             City of Colfax  
                          33 South Main Street  
                          Colfax, CA 95713

4. Attorney's Fees. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover the full amount of all costs, including reasonable attorney's fees that the prevailing party has incurred as a result of such action.

5. Successors and Assigns. The easement and covenants contained herein shall be and constitute easements and covenants running with the land. Each of the rights and obligations created by this Sewer Easement shall be for the benefit of and shall be binding upon each successor owner of the EASEMENT AREA.

6. Binding Effect. This Emergency Vehicle Access Easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of GRANTOR and CITY.

IN WITNESS WHEREOF, GRANTOR has executed this Sewer Easement.

GRANTOR:

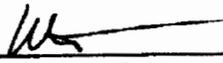
Sierra Oaks Estates LLC,  
a California Limited Liability Company  
By: Pinetop Properties LLC, its sole member  
a California Limited Liability Company, its  
Managing Member,  
By: Monarch Mine Investments LLC,  
Member, a California Limited Liability  
Company, its Manager

By  \_\_\_\_\_  
Eric R. Stauss, its Manager

Dated: March 5, 2018

Accepted:

CITY OF COLFAX

By  \_\_\_\_\_  
Wes Heathcock  
City Manager

Dated: 3/21/2018

## EXHIBIT "A"

Description of  
SEWER EASEMENT

Situated in the City of Colfax, County of Placer, State of California and being a portion of the southwest quarter of the southwest quarter of Section 2, Township 14 North, Range 9 East, M.D.M., being also a portion of Parcel 2 of that certain Parcel Map entitled "Pinetop Estates", filed for record in the Office of the Recorder of Placer County in Book 35 of Parcel Maps, at Page 103, being also a portion of that certain Grant Deed to Sierra Oaks Estates, LLC, a California limited liability company, filed for record in the Office of said Recorder in Document No. 2017-0082634 of Official Records, being described as follows:

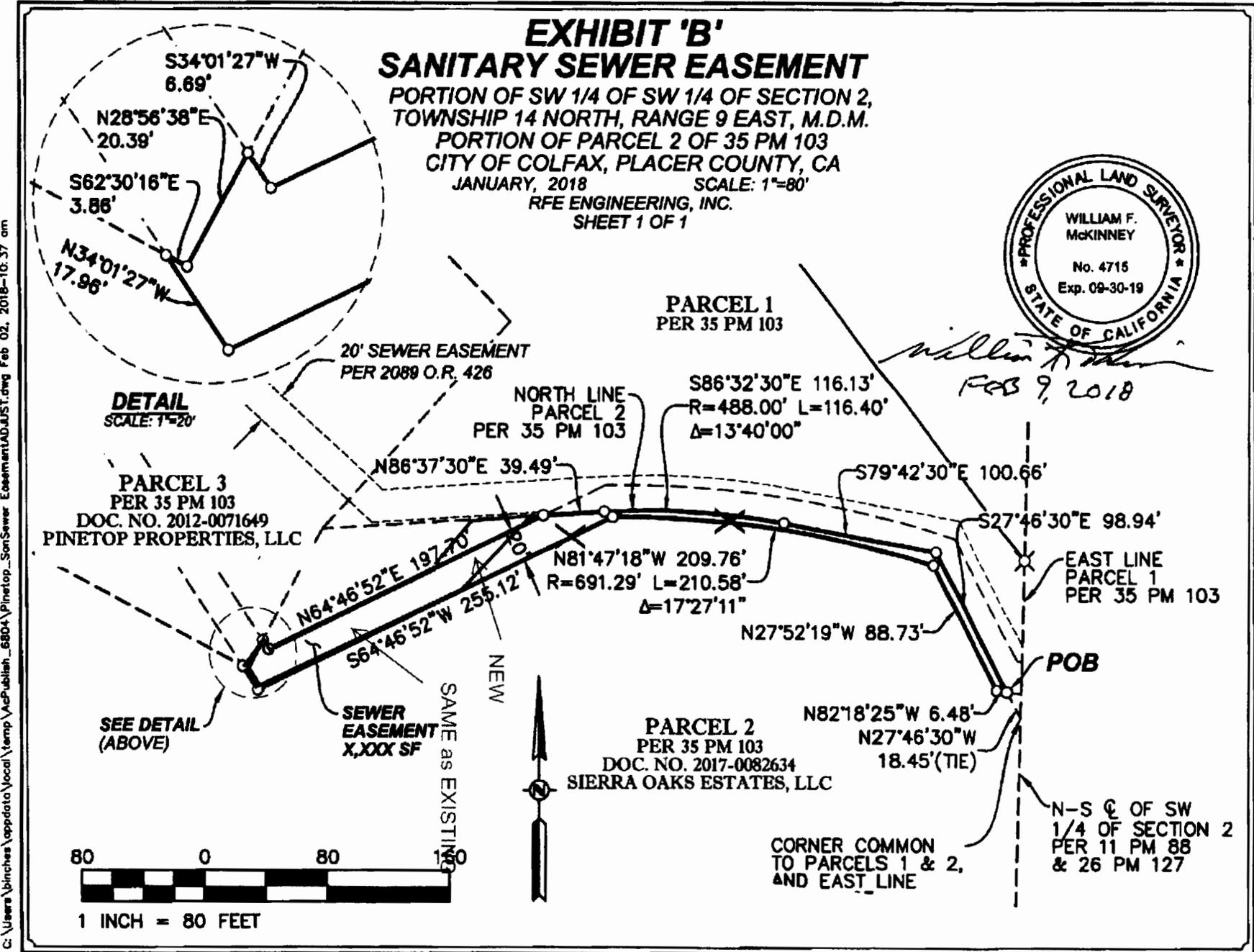
Beginning at a point located on the northeasterly line of said Parcel 2 which bears North 27° 46' 30" West 18.45 feet from the corner common to said Parcel 2, Parcel 1 of said Parcel Map and the east line of said Parcel Map; thence from said Point of Beginning North 82° 18' 25" West 6.48 feet; thence North 27° 52' 19" West 88.73 feet; thence curving to the left on an arc of a 691.29 foot radius curve, said arc having an interior angle of 17° 27' 11", an arc length of 210.58 feet and being subtended by a chord bearing North 81° 47' 18" West 209.76 feet; thence South 64° 46' 52" West 255.12 feet; thence North 34° 01' 27" West 17.96 feet to the northwesterly line of said Parcel 2; thence along said northwesterly line the following two (2) courses: (1) South 62° 30' 16" East 3.86 feet and (2) North 28° 56' 38" East 20.39 feet; thence leaving said northwesterly line South 34° 01' 27" East 6.69 feet; thence North 64° 46' 52" East 197.70 feet to the northerly line of said Parcel 2; thence along said northerly line the following four (4) courses: (1) North 86° 37' 30" East 39.49 feet, (2) curving to the right on an arc of a 488.00 foot radius curve, said arc having an interior angle of 13° 40' 00", an arc length of 116.40 feet and being subtended by a chord bearing South 86° 32' 30" East 116.13 feet, (3) South 79° 42' 30" East 100.66 feet and (4) South 27° 46' 30" East 98.94 feet to the Point of Beginning.

End of Description

  
William F. McKinney, PLS 4715



FEB 9, 2018  
Date



C:\Users\binches\appdata\local\temp\AdPublish\_6804\Pinetop\_Sewer Easement\ADJUST.dwg Feb 02, 2018-10:37 am

California All-Purpose Acknowledgment

Civil Code §1189

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

State of California )
County of Placer )

On March 5, 2018 before me, Lorraine Cassidy

Notary Public, personally appeared Eric R Stauso

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

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

WITNESS my hand and official seal.



(place notary seal above)

Signature Lorraine Cassidy

\*\*\*\*\*

Optional Additional Information:

DESCRIPTION OF ATTACHED DOCUMENT:

Sewer Easement (SOE)
(Title or type of document)

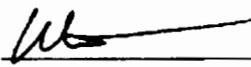
Number of Pages 5 Document Date March 5, 2018

Signer(s) Other Than Named Above:

**CERTIFICATE OF ACCEPTANCE**  
**(Government Code 27281)**

This is to certify that the City Council of the City of Colfax, State of California, on the 14th day of March, 2018, by Resolution N<sup>o</sup> 16-2018 regularly passed and entered in the minutes of said Council, did hereby accept the interest in real property conveyed by the grant of easement dated March 5, 2018, granted by Sierra Oaks Estates LLC to the City of Colfax, a municipal corporation in the County of Placer, State of California and the grantee consents to recordation thereof by its duly authorized officer.

Dated: March 21, 2018

By:   
\_\_\_\_\_

Wes Heathcock

Its: City Manager

Reference APNs: 101-170-027

Project: Village Oaks and Sierra Oaks Estates Subdivisions

## ATTACHMENT 2 (b)

Recording requested by  
Pinetop Properties LLC

AND WHEN RECORDED MAIL TO:

Eric R. Stauss for Pinetop Properties, LLC  
9724 Wedgewood Place  
Granite Bay, CA 95746



PLACER, County Recorder  
RYAN RONCO  
DOC- 2018-0027707-00

MONDAY, APR 23, 2018 10:28:25  
MIC \$0.00 | AUT \$0.00 | SBS \$0.00  
ERD \$0.00 | SB2 \$0.00 | \* \$0.00  
ADD \$0.00

Ttl Pd \$0.00 Rcpt # 02682743  
CLK98CT282/DG/1-7

GC 27383 No fees record

Space above this line for recorder's use

### SEWER EASEMENT

FOR VALUABLE CONSIDERATION, Pinetop Properties LLC, a California Limited Liability Company, (hereinafter called "GRANTOR") hereby grants to the City of Colfax, a public body, (hereinafter called "CITY") a nonexclusive permanent easement in, on, over, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement (hereinafter called the "EASEMENT AREA"). In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is for city sewer line installation and maintenance by the CITY in, on, over and across the EASEMENT AREA subject to the terms and conditions that follow.

1. GRANTOR grants to the CITY:

- (a) an easement over the EASEMENT AREA for the purpose of installing, replacing and maintaining the city's underground sewer line;
- (b) the right from time to time to trim and to cut down and clear away any and all trees, tree roots, brush and landscaping now or hereafter on the EASEMENT AREA which may interfere, but only to the extent of the interference, with the exercise of the CITY's rights hereunder.
- (c) the right to use, access and open all current and future gates on all streets and roadways within the EASEMENT AREA or which are controlled by

GRANTOR and which control access to the EASEMENT AREA, including any equipment or pass codes needed to unlock any such gates, for the purpose of CITY exercising its rights hereunder.

- (d) the right to pass over adjacent land owned by GRANTOR to the minimum extent required for the purpose of accessing the EASEMENT AREA in performance of activities in accordance with CITY'S rights hereunder.

2. **Limited Construction.** GRANTOR shall not construct any permanent structure in the EASEMENT AREA. CITY shall not construct any above ground or ground level facility except for sewer manholes used for maintenance of the sewer line.

3. **Repairs.** The CITY shall promptly repair any and all damage caused to the EASEMENT AREA, landscaping, fencing, and other improvements within and outside the EASEMENT AREA, caused by or related to CITY'S exercise of its rights hereunder.

4. **Indemnification.** CITY shall indemnify, defend and hold harmless GRANTOR from and against any and all liabilities, damages, claims, costs, actions, or suits, including for personal injury, death, property damage, and reasonable attorney's and consultant's fees and costs, which arise directly or indirectly out of, or in connection with, this Agreement and/or the CITY's use, operation or maintenance of its easement granted herein, unless the liabilities, damages, claims, costs, actions, or suits are solely caused by the active negligence or willful misconduct of GRANTOR. Notwithstanding any other provision hereof, CITY shall not be required to indemnify GRANTOR for any damage to GRANTOR's streets and roadways caused solely by the acts or omissions of GRANTOR.

5. **Notice.** Any notice between the parties must be in writing and may be personally delivered or sent by certified U.S. mail to the following addresses or other addresses as the parties may from time to time designate in a written notice:

To GRANTOR :       Pinetop Properties LLC  
                          c/o Eric R. Stauss  
                          9724 Wedgewood Place  
                          Granite Bay, CA 95604

To CITY:             City of Colfax  
                          33 South Main Street  
                          Colfax, CA 95713

4. Attorney's Fees. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover the full amount of all costs, including reasonable attorney's fees that the prevailing party has incurred as a result of such action.

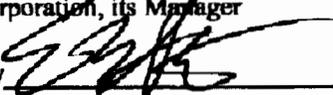
5. Successors and Assigns. The easement and covenants contained herein shall be and constitute easements and covenants running with the land. Each of the rights and obligations created by this Sewer Easement shall be for the benefit of and shall be binding upon each successor owner of the EASEMENT AREA.

6. Binding Effect. This Emergency Vehicle Access Easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of GRANTOR and CITY.

IN WITNESS WHEREOF, GRANTOR has executed this Sewer Easement.

GRANTOR

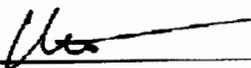
PINETOP PROPERTIES LLC  
a California limited liability corporation  
By: Monarch Mine Investments LLC,  
Member, a California limited liability  
corporation, its Manager

By  \_\_\_\_\_  
Its Manager

Dated: March 5, 2018

Accepted:

CITY OF COLFAX

By  \_\_\_\_\_  
Wes Heathcock  
City Manager

Dated: 3/21/2018

## EXHIBIT "A"

Description of  
SEWER EASEMENT

Situated in the City of Colfax, County of Placer, State of California and being a portion of the southwest quarter of the southwest quarter of Section 2, Township 14 North, Range 9 East, M.D.M., being also a portion of Parcels 1 and 3 of that certain Parcel Map entitled "Pinetop Estates", filed for record in the Office of the Recorder of Placer County in Book 35 of Parcel Maps, at Page 103, being also a portion of that certain Grant Deed to Pinetop Properties, LLC, a California limited liability company, filed for record in the Office of said Recorder in Document No. 2012-0071649 of Official Records, being described as the following two (2) strips of land:

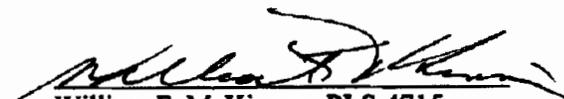
## STRIP NO. 1:

Beginning at a point located on the westerly line of said Parcel 3 which bears South 15° 49' 42" West 57.18 feet from the northwest corner of said Parcel 3; thence from said Point of Beginning South 71° 04' 35" East 22.83 feet; thence South 34° 01' 27" East 211.42 feet to the southeasterly line of said Parcel 3; thence along said southeasterly line the following two (2) courses: (1) South 28° 56' 38" West 20.39 feet and (2) North 62° 30' 16" West 3.86 feet; thence leaving said southeasterly line North 34° 01' 27" West 210.59 feet; thence North 71° 04' 35" West 15.05 feet to the northwesterly line of said Parcel 3; thence along said northwesterly line North 15° 49' 42" East 20.03 to the Point of Beginning.

## STRIP NO. 2:

Beginning at a point located on the east line of said Parcel 1 that bears North 01° 16' 59" East 15.12 feet from the most southeasterly corner of said Parcel 1, said southeasterly corner being a corner common to Parcel 1, Parcel 2 of said Parcel Map and the east boundary of said Parcel Map: thence from said Point of Beginning North 82° 18' 25" west 9.02 feet to the southerly line of said Parcel 1; thence along the southerly line the following four (4) courses: (1) North 27° 46' 30" West 98.94 feet, (2) North 79° 42' 30" West 100.66 feet, (3) curving to the left on an arc of a 488.00 foot radius curve, said arc having an interior angle of 13° 40' 00", an arc length of 116.40 feet and being subtended by a chord bearing North 86° 32' 30" West 116.13 feet and (4) South 86° 32' 30" West 39.49 feet; thence leaving said south line North 64° 46' 52" East 44.63 feet; thence curving to the right on an arc of a 711.29 foot radius curve, said arc having an interior angle of 18° 28' 58", an arc length of 229.45 feet and being subtended by a chord bearing South 81° 37' 43" East 228.46 feet; thence South 27° 52' 19" East 86.70 feet; thence South 82° 18' 17" East 2.96 feet to the east line of said Parcel 1; thence along said east line south 01° 16' 59" West 20.13 feet to the Point of Beginning.

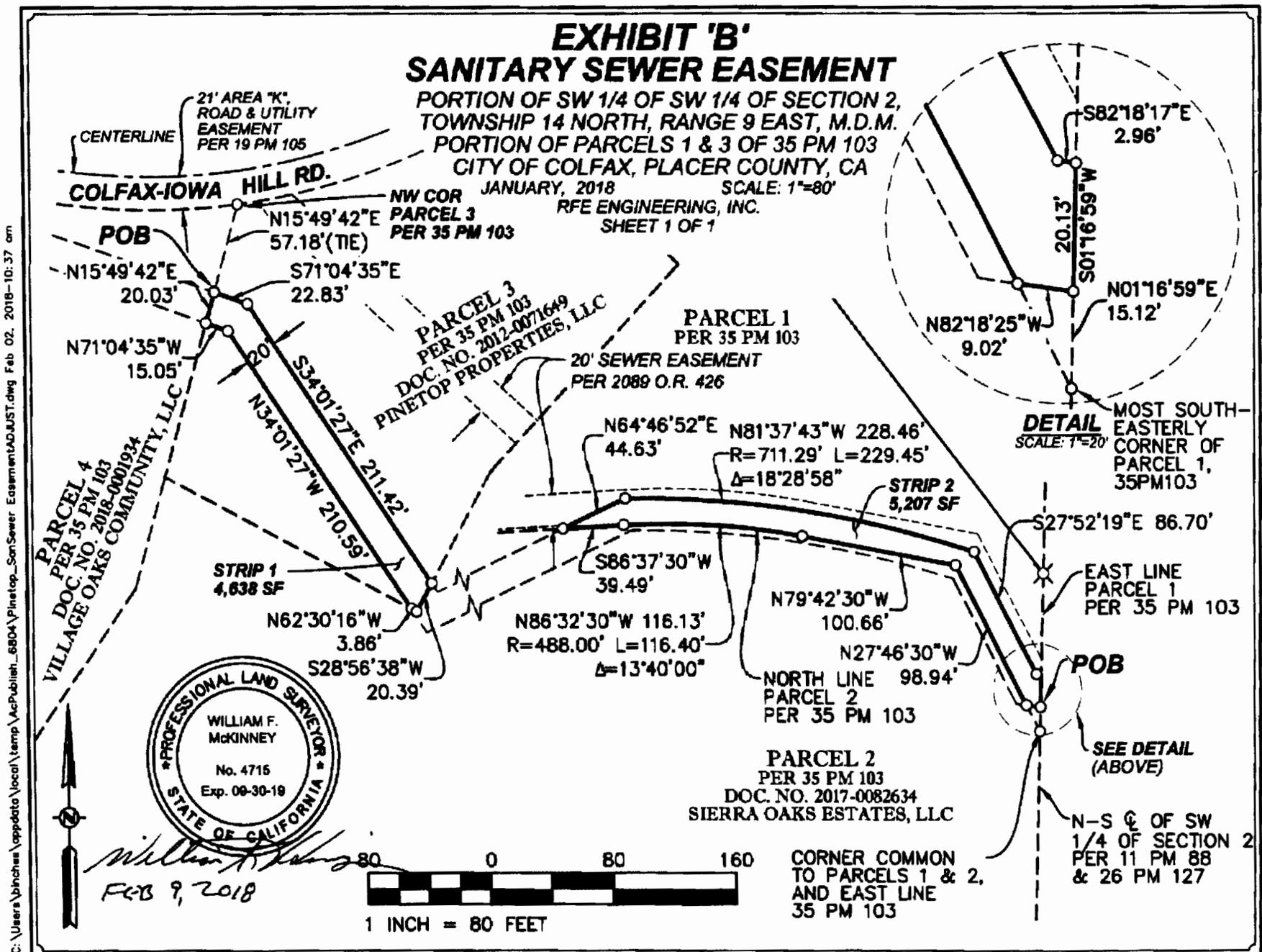
End of Description

  
William F. McKinney, PLS 4715



FEB 9, 2018

Date



California All-Purpose Acknowledgment

Civil Code §1189

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

State of California )

County of Placer )

On March 5, 2018 before me, Lorraine Cassidy

Notary Public, personally appeared Eric R. Stamos

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

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



WITNESS my hand and official seal.

Signature Lorraine Cassidy

(place notary seal above)

\*\*\*\*\*

Optional Additional Information:

DESCRIPTION OF ATTACHED DOCUMENT:

Seven Easements (PP)

Number of Pages 5 Document Date March 5, 2018

Signer(s) Other Than Named Above:

**CERTIFICATE OF ACCEPTANCE**  
**(Government Code 27281)**

This is to certify that the City Council of the City of Colfax, State of California, on the 14th day of March, 2018, by Resolution № 16-2018 regularly passed and entered in the minutes of said Council, did hereby accept the interest in real property conveyed by the grant of easement dated March 5, 2018, granted by Pinetop Properties LLC to the City of Colfax, a municipal corporation in the County of Placer, State of California and the grantee consents to recordation thereof by its duly authorized officer.

Dated: March 21, 2018

By:   
Wes Heathcock

Its: City Manager

Reference APNs: 101-170-023

Project: Village Oaks and Sierra Oaks Estates Subdivisions

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.: 2123020566

APN No.: 101-170-027 and 101-170-028

WHEN RECORDED MAIL TO

Sierra Oaks Estates, LLC  
9724 Wedgewood Place  
Granit Bay, CA 95746

SPACE ABOVE THIS LINE FOR RECORDERS USE

**Quitclaim Deed (Easement)**

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$0.00

( ) computed on full value of property conveyed, or

( ) computed on full value less value of liens and encumbrances remaining at time of sale.

( ) Unincorporated area: ( X ) City of Colfax

( ) Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
City of Colfax, a public body

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to  
Sierra Oaks Estates, LLC, a California limited liability company

that property in the City of Colfax, County of Placer, State of California, described as:

See Exhibits 'A' and 'B' attached hereto and made a part hereof.

This Instrument is being executed and recorded for the purpose of terminating, in its entirety, a sewer easement granted to the City of Colfax by that certain 'Sewer Easement', recorded April 23, 2018, Series No. 2018-0027705, in Placer County Official Records.

Date: \_\_\_\_\_

City of Colfax, a public body

By: \_\_\_\_\_

Name:

Title:

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

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

State of \_\_\_\_\_  
County of \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Typed or Printed)

(Seal)

## EXHIBIT "A"

Description of  
SEWER EASEMENT

Situated in the City of Colfax, County of Placer, State of California and being a portion of the southwest quarter of the southwest quarter of Section 2, Township 14 North, Range 9 East, M.D.M., being also a portion of Parcel 2 of that certain Parcel Map entitled "Pinetop Estates", filed for record in the Office of the Recorder of Placer County in Book 35 of Parcel Maps, at Page 103, being also a portion of that certain Grant Deed to Sierra Oaks Estates, LLC, a California limited liability company, filed for record in the Office of said Recorder in Document No. 2017-0082634 of Official Records, being described as follows:

Beginning at a point located on the northeasterly line of said Parcel 2 which bears North 27° 46' 30" West 18.45 feet from the corner common to said Parcel 2, Parcel 1 of said Parcel Map and the east line of said Parcel Map; thence from said Point of Beginning North 82° 18' 25" West 6.48 feet; thence North 27° 52' 19" West 88.73 feet; thence curving to the left on an arc of a 691.29 foot radius curve, said arc having an interior angle of 17° 27' 11", an arc length of 210.58 feet and being subtended by a chord bearing North 81° 47' 18" West 209.76 feet; thence South 64° 46' 52" West 255.12 feet; thence North 34° 01' 27" West 17.96 feet to the northwesterly line of said Parcel 2; thence along said northwesterly line the following two (2) courses: (1) South 62° 30' 16" East 3.86 feet and (2) North 28° 56' 38" East 20.39 feet; thence leaving said northwesterly line South 34° 01' 27" East 6.69 feet; thence North 64° 46' 52" East 197.70 feet to the northerly line of said Parcel 2; thence along said northerly line the following four (4) courses: (1) North 86° 37' 30" East 39.49 feet, (2) curving to the right on an arc of a 488.00 foot radius curve, said arc having an interior angle of 13° 40' 00", an arc length of 116.40 feet and being subtended by a chord bearing South 86° 32' 30" East 116.13 feet, (3) South 79° 42' 30" East 100.66 feet and (4) South 27° 46' 30" East 98.94 feet to the Point of Beginning.

End of Description

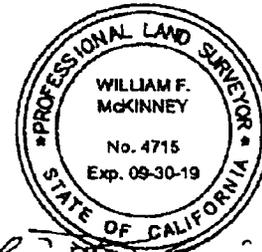
  
William F. McKinney, PLS 4715



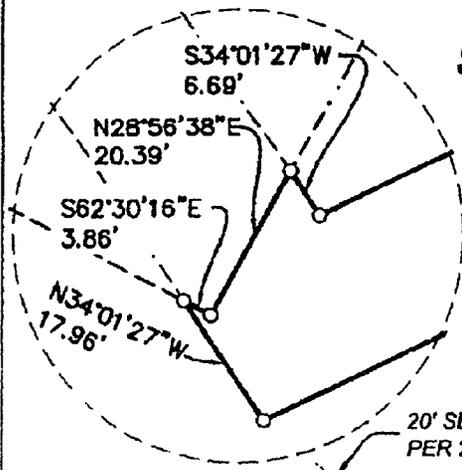
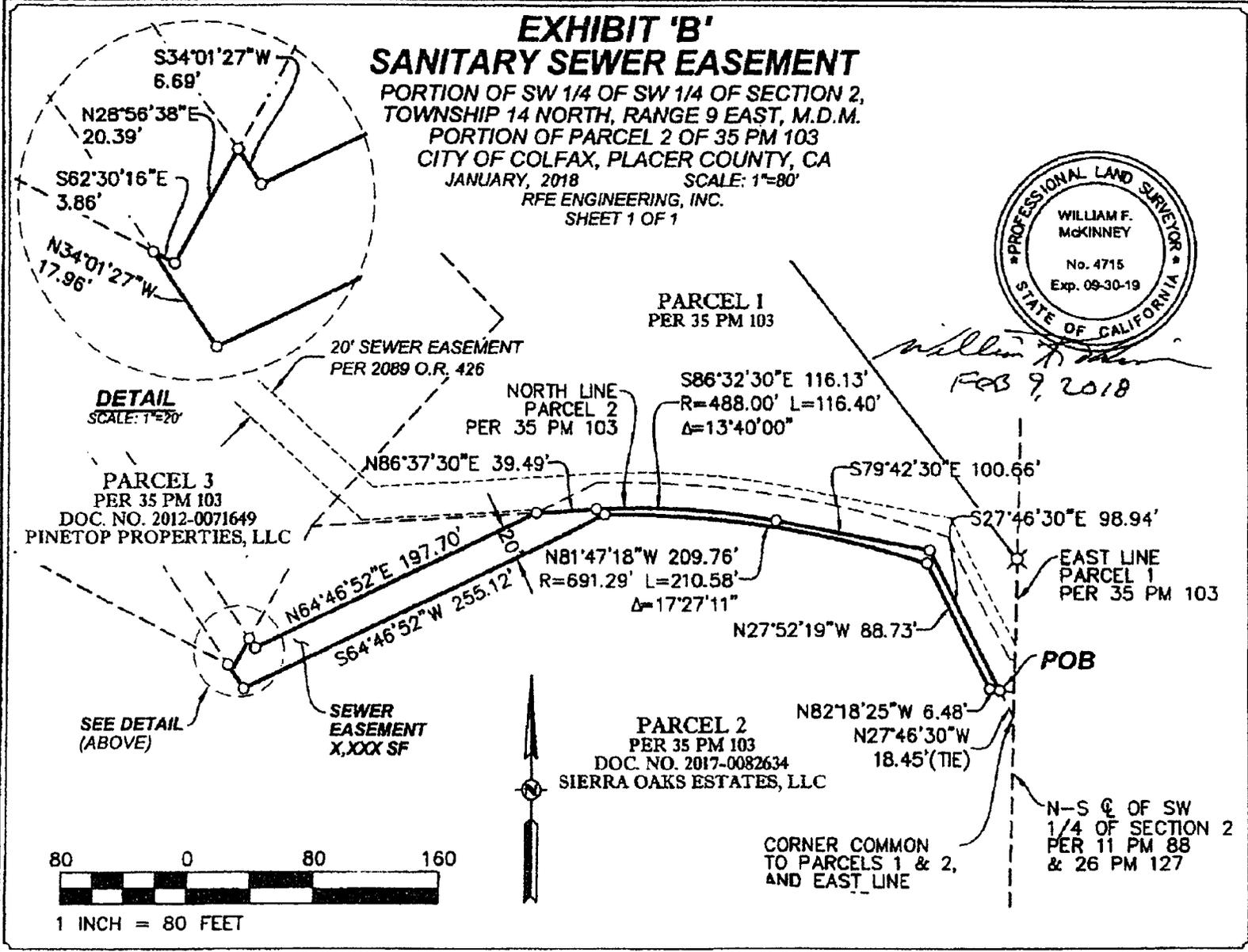
FEB 9, 2018  
Date

# EXHIBIT 'B' SANITARY SEWER EASEMENT

PORTION OF SW 1/4 OF SW 1/4 OF SECTION 2,  
TOWNSHIP 14 NORTH, RANGE 9 EAST, M.D.M.  
PORTION OF PARCEL 2 OF 35 PM 103  
CITY OF COLFAX, PLACER COUNTY, CA  
JANUARY, 2018 SCALE: 1"=80'  
RFE ENGINEERING, INC.  
SHEET 1 OF 1



*William F. McKinney*  
FEB 9, 2018



DETAIL  
SCALE: 1"=20'

PARCEL 3  
PER 35 PM 103  
DOC. NO. 2012-0071649  
PINETOP PROPERTIES, LLC

SEE DETAIL  
(ABOVE)

SEWER  
EASEMENT  
X,XXX SF

PARCEL 2  
PER 35 PM 103  
DOC. NO. 2017-0082634  
SIERRA OAKS ESTATES, LLC

EAST LINE  
PARCEL 1  
PER 35 PM 103

POB

N-S C. OF SW  
1/4 OF SECTION 2  
PER 11 PM 88  
& 26 PM 127



C:\Users\binches\appdata\local\temp\AcPublish\_5804\Pinetop\_Sewer EasementADJUST.dwg Feb 02, 2018-10:37 am

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.: 2123020566

APN No.: 101-170-023 and 101-170-028

WHEN RECORDED MAIL TO

Pinetop Properties, LLC  
9724 Wedgewood Place  
Granit Bay, CA 95746

SPACE ABOVE THIS LINE FOR RECORDERS USE

**Quitclaim Deed (Easement)**

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$0.00

( ) computed on full value of property conveyed, or

( ) computed on full value less value of liens and encumbrances remaining at time of sale.

( ) Unincorporated area: ( X ) City of Colfax

( ) Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
City of Colfax, a public body

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to  
Pinetop Properties, LLC, a California limited liability company

that property in the City of Colfax, County of Placer, State of California, described as:

See Exhibits 'A' and 'B' attached hereto and made a part hereof.

This Instrument is being executed and recorded for the purpose of terminating, in its entirety, a sewer easement granted to the City of Colfax by that certain 'Sewer Easement', recorded April 23, 2018, Series No. 2018-0027707, in Placer County Official Records.

Date: \_\_\_\_\_

City of Colfax, a public body

By: \_\_\_\_\_

Name:

Title:

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

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

State of \_\_\_\_\_  
County of \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Typed or Printed)

(Seal)

## EXHIBIT "A"

Description of  
SEWER EASEMENT

Situated in the City of Colfax, County of Placer, State of California and being a portion of the southwest quarter of the southwest quarter of Section 2, Township 14 North, Range 9 East, M.D.M., being also a portion of Parcels 1 and 3 of that certain Parcel Map entitled "Pinetop Estates", filed for record in the Office of the Recorder of Placer County in Book 35 of Parcel Maps, at Page 103, being also a portion of that certain Grant Deed to Pinetop Properties, LLC, a California limited liability company, filed for record in the Office of said Recorder in Document No. 2012-0071649 of Official Records, being described as the following two (2) strips of land:

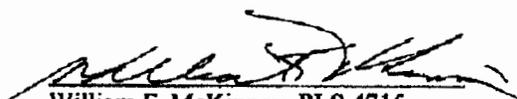
## STRIP NO. 1:

Beginning at a point located on the westerly line of said Parcel 3 which bears South 15° 49' 42" West 57.18 feet from the northwest corner of said Parcel 3; thence from said Point of Beginning South 71° 04' 35" East 22.83 feet; thence South 34° 01' 27" East 211.42 feet to the southeasterly line of said Parcel 3; thence along said southeasterly line the following two (2) courses: (1) South 28° 56' 38" West 20.39 feet and (2) North 62° 30' 16" West 3.86 feet; thence leaving said southeasterly line North 34° 01' 27" West 210.59 feet; thence North 71° 04' 35" West 15.05 feet to the northwesterly line of said Parcel 3; thence along said northwesterly line North 15° 49' 42" East 20.03 to the Point of Beginning.

## STRIP NO. 2:

Beginning at a point located on the east line of said Parcel 1 that bears North 01° 16' 59" East 15.12 feet from the most southeasterly corner of said Parcel 1, said southeasterly corner being a corner common to Parcel 1, Parcel 2 of said Parcel Map and the east boundary of said Parcel Map: thence from said Point of Beginning North 82° 18' 25" west 9.02 feet to the southerly line of said Parcel 1; thence along the southerly line the following four (4) courses: (1) North 27° 46' 30" West 98.94 feet, (2) North 79° 42' 30" West 100.66 feet, (3) curving to the left on an arc of a 488.00 foot radius curve, said arc having an interior angle of 13° 40' 00", an arc length of 116.40 feet and being subtended by a chord bearing North 86° 32' 30" West 116.13 feet and (4) South 86° 32' 30" West 39.49 feet; thence leaving said south line North 64° 46' 52" East 44.63 feet; thence curving to the right on an arc of a 711.29 foot radius curve, said arc having an interior angle of 18° 28' 58", an arc length of 229.45 feet and being subtended by a chord bearing South 81° 37' 43" East 228.46 feet; thence South 27° 52' 19" East 86.70 feet; thence South 82° 18' 17" East 2.96 feet to the east line of said Parcel 1; thence along said east line south 01° 16' 59" West 20.13 feet to the Point of Beginning.

End of Description

  
William F. McKinney, PLS 4715

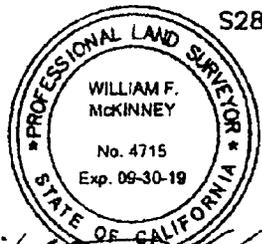
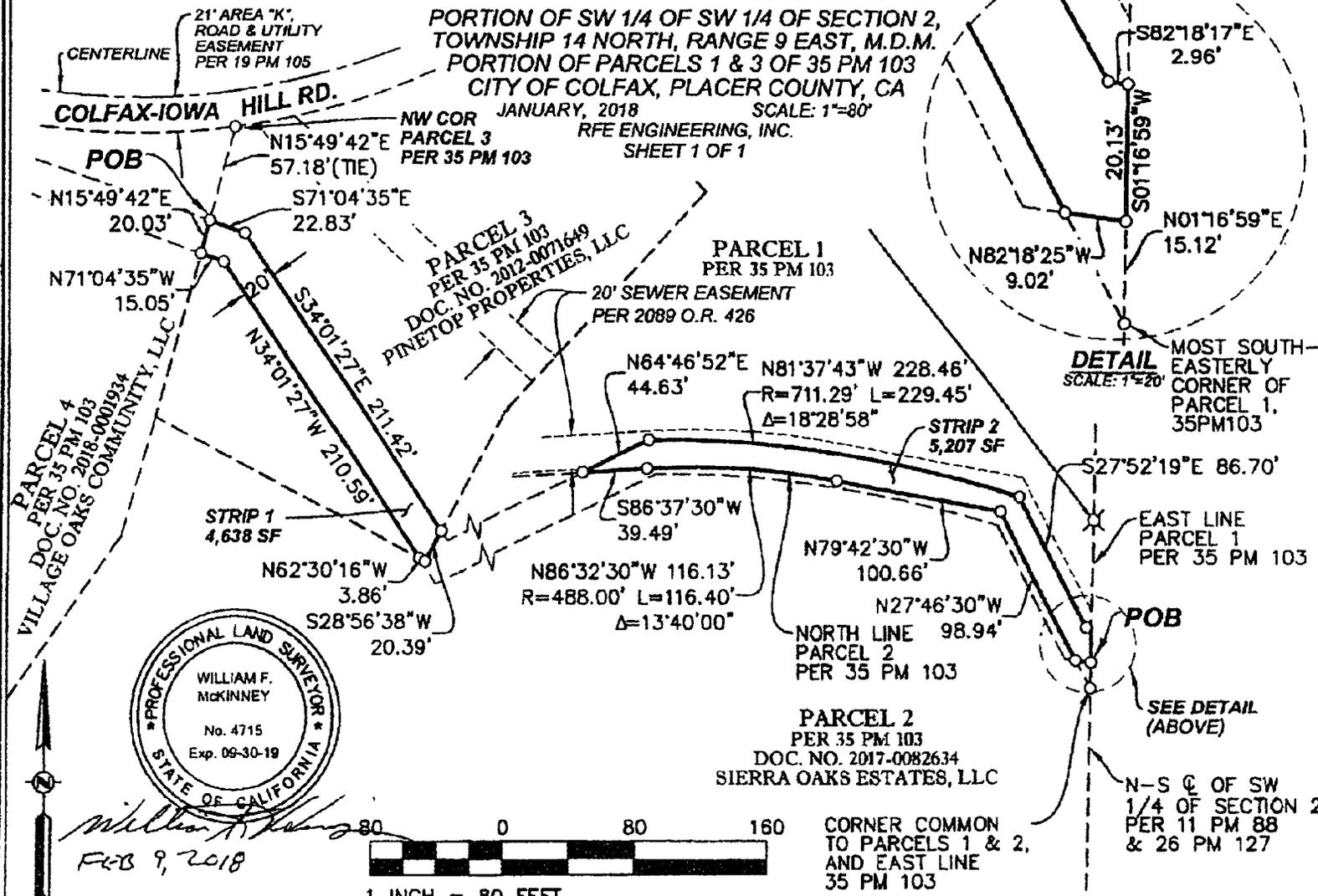


FEB 9, 2018  
Date

# EXHIBIT 'B' SANITARY SEWER EASEMENT

PORTION OF SW 1/4 OF SW 1/4 OF SECTION 2,  
TOWNSHIP 14 NORTH, RANGE 9 EAST, M.D.M.  
PORTION OF PARCELS 1 & 3 OF 35 PM 103  
CITY OF COLFAX, PLACER COUNTY, CA

JANUARY, 2018 SCALE: 1"=80'  
RFE ENGINEERING, INC.  
SHEET 1 OF 1



Feb 9, 2018



C:\Users\winches\appdata\local\temp\AcPublish\_6804\Pinetop\_SanSewer Easement\A\JUST.dwg Feb 02, 2018-10:37 am

Page 1 of 1

RECORDING REQUESTED BY:  
Old Republic Title Company

Escrow No.: 2123020566  
APN: 101-170-023, -028 and -029

WHEN RECORDED MAIL TO:  
Pinetop Properties, LLC  
9724 Wedgewood Place  
Granite Bay, CA 95746

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### Quitclaim Deed (Easement)

The undersigned grantor(s) declare(s):  
Documentary transfer tax is \$0.00 R&T 11911 Exempt  
 computed on full value of property conveyed, or  
 computed on full value less value of liens and encumbrances remaining at time of sale.  
 Unincorporated area:  City of Colfax  
 Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

City of Colfax, a municipal corporation

hereby REMISE(S), RELEASE(S), AND FOREVER QUITCLAIM(S) TO

Pinetop Properties, LLC, a California limited liability company and Village Oaks Community LLC, a California limited liability company

that property in the County of Placer, City of Colfax, State of California described as follows:

On, over and under a portion of the property described Exhibit 'A' attached hereto and made a part hereof.

This Instrument is being executed and recorded for the purpose of terminating, in its entirety, a wastewater interceptor line as described in the 'Right-of-Way Easement' to the City of Colfax, a municipal corporation, recorded February 27, 1979 in Book 2089, at Page 426, under Recorder's Serial Number 8557, Placer County Official Records and also as depicted on that certain map entitled 'Pinetop Estates', filed May 5, 2016, in Book 35 of Parcel Maps, at Page 103, Placer County Records.

Date: \_\_\_\_\_

City of Colfax, a municipal corporation

By: \_\_\_\_\_

Name:

Title:

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

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

State of \_\_\_\_\_  
County of \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Typed or Printed)

(Seal)

**EXHIBIT 'A'**

The land referred to is situated in the County of Placer, City of Colfax, State of California, and is described as follows:

Parcel One:

A portion of the Southwest quarter of the Southwest quarter of Section 2, Township 14 North, Range 9 East, Mount Diablo Meridian, being also a portion of that certain Grant Deed to Pinetop Properties, LLC, a California limited liability company, filed for record in the Office of the Recorder of Placer County in Document No. 2012-0071649 of Official Records, and being also a portion of Parcels 2 and 4 of that certain Parcel Map entitled 'Pinetop Estates', filed for record in the Office of said Recorder in Book 35 of Parcel Maps, at Page 103, and described as follows:

BEGINNING at a point located on the South line of said Parcel 2 which bears South 87° 41' 06" East 46.69 feet from the Southwest corner of said Parcel 2, said Southwest corner being also the Southeast corner of said Parcel 4; thence from said POINT OF BEGINNING the South line of said Parcels 2 and 4 North 87° 41' 06" West 329.43 feet to the Southwest corner of said Parcel 4; thence along the Westerly line of said Parcel 4 the following three (3) courses:

- 1) North 02° 16' 18" East 917.60 feet,
- 2) South 87° 32' 39" East 339.32 feet and
- 3) North 02° 18' 43" East 305.38 feet to the Northwest corner of said Parcel 4, being also a point located on the Southerly line of Area "K" as dedicated on that certain Parcel Map filed for record in the Office of said Recorder in Book 19 of Parcel Maps, at Page 105 and shown on said Parcel Map per Book 35 of Parcel Maps, at Page 103;

thence along the North line of said Parcel 4 and the Southerly line of said Area "K" the following three (3) courses:

- 1) curving to the left on an arc of a 580.00 foot radius curve, said arc having an interior angle of 11° 54' 00", an arc length of 120.46 feet and being subtended by a chord bearing South 72° 05' 15" East 120.25 feet,
- 2) South 78° 02' 15" East 95.19 feet and
- 3) curving to the left on an arc of a 440.00 foot radius curve, said arc having an interior angle of 19° 25' 22", an arc length of 149.16 feet and being subtended by a chord bearing South 87° 44' 56" East 148.44 feet to the front parcel corner common to said Parcel 4 and Parcel 3, as said Parcel 3 is shown and delineated on said Parcel Map;

thence along the line common to said Parcels 3 and 4 South 15° 49' 42" West 250.31 feet; thence leaving said Parcel lines South 35° 07' 55" West 132.37 feet; thence South 00° 25' 58" West 399.50 feet to an angle point common to said Parcels 2 and 4; thence along the line common to said Parcels 2 and 4 South 37° 33' 40" West 212.09 feet; thence leaving said parcel line South 29° 40' 37" West 278.00 to the POINT OF BEGINNING.

Said land being further known as 'Resultant Parcel 4', pursuant to that certain 'City of Colfax Lot Line Adjustment No. 17-03', recorded June 20, 2017 in Official Records of Placer County under Recorder's Serial Number 2017-0045327.

APN: 101-170-029

## Parcel Two:

A portion of the Southwest quarter of the Southwest quarter of Section 2, Township 14 North, Range 9 East, Mount Diablo Meridian, being also a portion of that certain Grant Deed to Pinetop Properties, LLC, a California limited liability company, filed for record in the Office of the Recorder of Placer County in Document No. 2012-0071649 of Official Records, and being also a portion of Parcels 2, 3 and 4 of that certain Parcel Map entitled "Pinetop Estates", filed for record in the Office of said Recorder in Book 35 of Parcel Maps, at Page 103, and described as follows:

BEGINNING at a point located on the South line of said Parcel 2 which bears South 87° 41' 06" East 46.69 feet from the Southwest corner of said Parcel 2, said Southwest corner being also the Southeast corner of said Parcel 4; thence from said POINT OF BEGINNING North 29° 40' 37" East 278.00 feet to a point located on the line common to said Parcels 2 and 4; thence along said common line North 37° 33' 40" East 212.09 feet to an angle point in said common line; thence leaving said common line North 00° 25' 58" East 399.50 feet; thence North 35° 07' 55" East 132.37 feet to the line common to both Parcel 3 and 4; thence along the line common to said Parcels 3 and 4 North 15° 49' 42" East 72.85 feet; thence leaving said common line South 62° 30' 16" East 183.57 feet to a point located on the common line between both Parcels 2 and 3; thence along said common line North 28° 56' 38" East 100.62 feet to an angle point common to said Parcels 2 and 3, said point being also the Southwest corner of Parcel 1, as said Parcel is shown and delineated on said Parcel Map; thence leaving the Southeast line of said Parcel 3 and along a line common to said Parcels 1 and 2 the following four (4) courses:

- (1) North 86° 37' 30" East 183.51 feet,
  - (2) curving to the right on an arc of a 488.00 foot radius curve, said arc having an interior angle of 13° 40' 00", an arc length of 116.40 feet and being subtended by a chord bearing South 86° 32' 30" East 116.13 feet,
  - (3) South 79° 42' 30" East 100.66 feet and
  - (4) South 27° 46' 30" East 117.38 feet to the East line of said Parcel 2;
- thence along said East line South 01° 16' 59" West 913.81 feet to the Southeast corner of said Parcel 2; thence along the South line of said Parcel 2 North 87° 41' 06" West 1010.73 feet to the POINT OF BEGINNING.

Said description being further known as "Resultant Parcel 2", pursuant to that certain 'City of Colfax Lot Line Adjustment No. 17-03' recorded June 20, 2017 in Official Records of Placer County Records under Recorder Serial Number 2017-0045327.

APN: 101-170-027 (not yet assessed)

## Parcel Three:

Parcel 1, as shown on that certain Map entitled 'Parcel Map Pinetop Estates', filed for record May 5, 2016 in Book 35 of Parcel Maps, at Page 103, Placer County Records.

APN: 101-170-023

## ATTACHMENT 5 (a)

Recording requested by  
Sierra Oaks Estates LLC

AND WHEN RECORDED MAIL TO:

Eric R. Stauss for Sierra Oaks Estates, LLC  
9724 Wedgewood Place  
Granite Bay, CA 95746

---

Space above this line for recorder's use

### SEWER EASEMENT

FOR VALUABLE CONSIDERATION, Sierra Oaks Estates LLC, a California Limited Liability Company, (hereinafter called "GRANTOR") hereby grants to the City of Colfax, a public body, (hereinafter called "CITY") a nonexclusive permanent easement in, on, over, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement (hereinafter called the "EASEMENT AREA"). In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is for city sewer line installation and maintenance by the CITY in, on, over and across the EASEMENT AREA subject to the terms and conditions that follow.

1. GRANTOR grants to the CITY:

- (a) an easement over the EASEMENT AREA for the purpose of installing, replacing and maintaining the city's underground sewer line;
- (b) the right from time to time to trim and to cut down and clear away any and all trees, tree roots, brush and landscaping now or hereafter on the EASEMENT AREA which may interfere, but only to the extent of the interference, with the exercise of the CITY's rights hereunder.
- (c) the right to use, access and open all current and future gates on all streets and roadways within the EASEMENT AREA or which are controlled by

GRANTOR and which control access to the EASEMENT AREA, including any equipment or pass codes needed to unlock any such gates, for the purpose of CITY exercising its rights hereunder.

- (d) the right to pass over adjacent land owned by GRANTOR to the minimum extent required for the purpose of accessing the EASEMENT AREA in performance of activities in accordance with CITY'S rights hereunder.

2. Limited Construction. GRANTOR shall not construct any permanent structure in the EASEMENT AREA. CITY shall not construct any above ground or ground level facility except for sewer manholes used for maintenance of the sewer line.

3. Repairs. The CITY shall promptly repair any and all damage caused to the EASEMENT AREA, landscaping, fencing, and other improvements within and outside the EASEMENT AREA, caused by or related to CITY'S exercise of its rights hereunder.

4. Indemnification. CITY shall indemnify, defend and hold harmless GRANTOR from and against any and all liabilities, damages, claims, costs, actions, or suits, including for personal injury, death, property damage, and reasonable attorney's and consultant's fees and costs, which arise directly or indirectly out of, or in connection with, this Agreement and/or the CITY's use, operation or maintenance of its easement granted herein, unless the liabilities, damages, claims, costs, actions, or suits are solely caused by the active negligence or willful misconduct of GRANTOR. Notwithstanding any other provision hereof, CITY shall not be required to indemnify GRANTOR for any damage to GRANTOR's streets and roadways caused solely by the acts or omissions of GRANTOR.

5. Notice. Any notice between the parties must be in writing and may be personally delivered or sent by certified U.S. mail to the following addresses or other addresses as the parties may from time to time designate in a written notice:

To GRANTOR :       Sierra Oaks Estates LLC  
                          c/o Eric R. Stauss  
                          9724 Wedgewood Place  
                          Granite Bay, CA 95604

To CITY:             City of Colfax  
                          33 South Main Street  
                          Colfax, CA 95713

6. Attorney's Fees. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover the full amount of all costs, including reasonable attorney's fees that the prevailing party has incurred as a result of such action.

7. Successors and Assigns. The easement and covenants contained herein shall be and constitute easements and covenants running with the land. Each of the rights and obligations created by this Sewer Easement shall be for the benefit of and shall be binding upon each successor owner of the EASEMENT AREA.

8. Binding Effect. This Emergency Vehicle Access Easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of GRANTOR and CITY.

IN WITNESS WHEREOF, GRANTOR has executed this Sewer Easement.

GRANTOR:

SIERRA OAKS ESTATES LLC,  
a California Limited Liability Company  
By: Pinetop Properties LLC, its sole member  
a California Limited Liability Company, its  
Managing Member,  
By: Monarch Mine Investments LLC,  
Member, a California Limited Liability  
Company, its Manager

By \_\_\_\_\_  
Eric R. Stauss, its Manager

Dated: \_\_\_\_\_

Accepted:

CITY OF COLFAX

By \_\_\_\_\_  
Wes Heathcock  
City Manager

Dated: \_\_\_\_\_

## EXHIBIT "A"

Description of  
SEWER EASEMENT

Situated in the City of Colfax, County of Placer, State of California and being a portion of the southwest quarter of the southwest quarter of Section 2, Township 14 North, Range 9 East, M.D.M., being also a portion of Resultant Parcel 2 of that certain City of Colfax Lot Line Adjustment No. 17-03, filed for record in the Office of the Recorder of Placer County in Document No. 2017-0045327 of Official Records, being also a portion of that certain Grant Deed to Sierra Oaks Estates, LLC, a California limited liability company, filed for record in the Office of said Recorder in Document No. 2017-0082634 of Official Records, being described as the following two (2) strips of land:

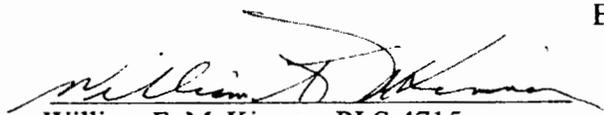
## STRIP NO. 1:

Beginning at a point located on the northeasterly line of said Resultant Parcel 2 which bears North 27° 46' 30" West 18.45 feet from a point located on the east line of that certain Parcel Map of "Pine Top Estates", filed for record in the Office of said Recorder in Book 35 of Parcel Maps, at Page 103, that is common to Parcels 1 and 2 of said Parcel Map; thence from said Point of Beginning North 82° 18' 25" West 5.03 feet; thence North 28° 29' 27" West 91.71 feet; thence curving to the left on an arc of a 695.41 foot radius curve, said arc having an interior angle of 16° 21' 51", an arc length of 198.62 feet and being subtended by a chord bearing North 80° 42' 37" West 197.94 feet to the north line of said Resultant Parcel 2; thence along said north line the following three (3) courses: (1) curving to the right on an arc of a 488.00 foot radius curve, said arc having an interior angle of 11° 40' 16", an arc length of 99.41 feet and being subtended by a chord bearing South 85° 32' 38" East 99.23 feet, (2) South 79° 42' 30" East 100.66 feet and (3) South 27° 46' 30" East 98.94 feet to the Point of Beginning.

## STRIP NO. 2:

Beginning at an angle point located on the northerly line of said Resultant Parcel 2 which bears South 62° 30' 16" East 183.57 feet from the most northwesterly corner of said Resultant Parcel 2; thence from said Point of Beginning along the northerly line of said Resultant Parcel 2 North 28° 56' 38" East 20.39 feet; thence South 34° 01' 27" East 7.06 feet; thence North 67° 16' 22" East 6.19 feet; thence curving to the left on an arc of a 490.00 foot radius curve, said arc having an interior angle of 17° 48' 40", an arc length of 152.32 feet and being subtended by a chord bearing North 58° 22' 02" East 151.71 feet to the north line of said Resultant Parcel 2; thence along said north line North 86° 37' 30" East 32.15 feet; thence leaving said north line South 47° 29' 52" West 8.15 feet; thence curving to the right on an arc of a 510.00 foot radius curve, said arc having an interior angle of 19° 46' 30", an arc length of 176.02 feet and being subtended by a chord bearing South 57° 23' 07" West 175.15 feet, thence South 67° 16' 22" West 22.59 feet, thence North 34° 01' 27" West 17.59 feet to the northerly line of said Resultant Parcel 2; thence along said northerly line South 62° 30' 16" East 3.86' to the Point of Beginning.

End of Description

  
William F. McKinney, PLS 4715



July 23, 2018

Date

# EXHIBIT 'B' SANITARY SEWER EASEMENT

PORTION OF SW 1/4 OF SW 1/4 OF SECTION 2,  
TOWNSHIP 14 NORTH, RANGE 9 EAST, M.D.M.  
PORTION OF RESULTANT PARCEL 2 PER DOC. NO. 2017-0045327  
& PER DOC. NO. 2017-0082634

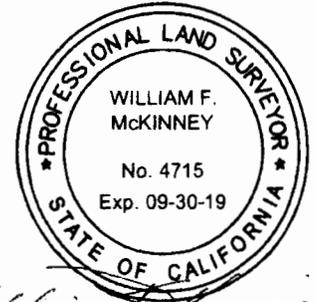
CITY OF COLFAX, PLACER COUNTY, CA

JULY, 2018

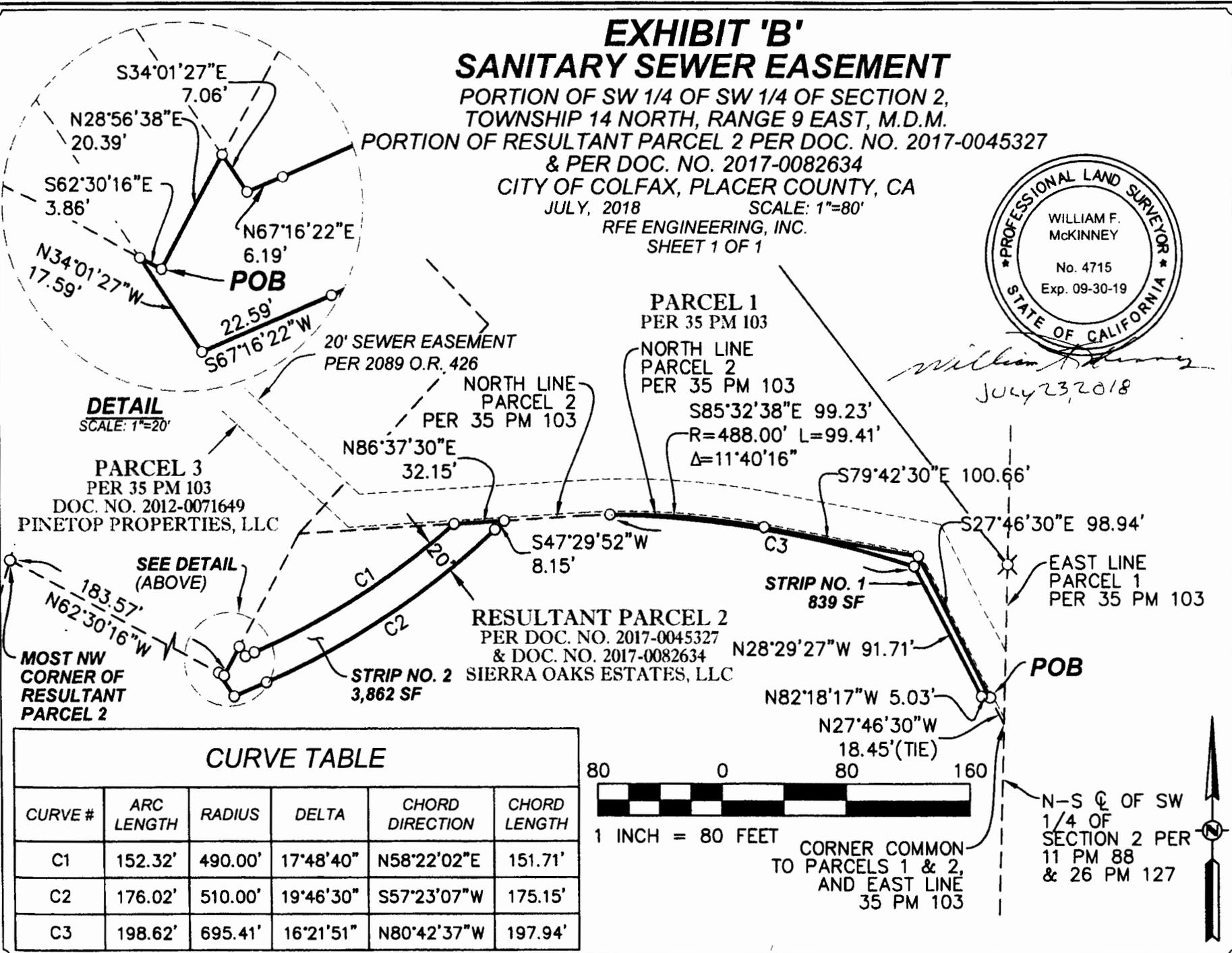
SCALE: 1"=80'

RFE ENGINEERING, INC.

SHEET 1 OF 1



*William F. McKinney*  
July 23, 2018



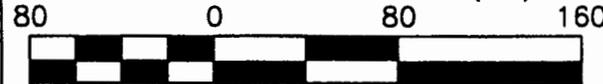
**DETAIL**  
SCALE: 1"=20'

SEE DETAIL  
(ABOVE)

**MOST NW  
CORNER OF  
RESULTANT  
PARCEL 2**

## CURVE TABLE

CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	152.32'	490.00'	17°48'40"	N58°22'02"E	151.71'
C2	176.02'	510.00'	19°46'30"	S57°23'07"W	175.15'
C3	198.62'	695.41'	16°21'51"	N80°42'37"W	197.94'



1 INCH = 80 FEET

CORNER COMMON  
TO PARCELS 1 & 2,  
AND EAST LINE  
35 PM 103

N-S C. OF SW  
1/4 OF  
SECTION 2 PER  
11 PM 88  
& 26 PM 127



## ATTACHMENT 5 (b)

Recording requested by  
Pinetop Properties LLC

AND WHEN RECORDED MAIL TO:

Eric R. Stauss for Pinetop Properties, LLC  
9724 Wedgewood Place  
Granite Bay, CA 95746

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Space above this line for recorder's use

### SEWER EASEMENT

FOR VALUABLE CONSIDERATION, Pinetop Properties LLC, a California Limited Liability Company, (hereinafter called "GRANTOR") hereby grants to the City of Colfax, a public body, (hereinafter called "CITY") a nonexclusive permanent easement in, on, over, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement (hereinafter called the "EASEMENT AREA"). In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is for city sewer line installation and maintenance by the CITY in, on, over and across the EASEMENT AREA subject to the terms and conditions that follow.

1. GRANTOR grants to the CITY:

- (a) an easement over the EASEMENT AREA for the purpose of installing, replacing and maintaining the city's underground sewer line;
- (b) the right from time to time to trim and to cut down and clear away any and all trees, tree roots, brush and landscaping now or hereafter on the EASEMENT AREA which may interfere, but only to the extent of the interference, with the exercise of the CITY's rights hereunder.
- (c) the right to use, access and open all current and future gates on all streets and roadways within the EASEMENT AREA or which are controlled by

GRANTOR and which control access to the EASEMENT AREA, including any equipment or pass codes needed to unlock any such gates, for the purpose of CITY exercising its rights hereunder.

- (d) the right to pass over adjacent land owned by GRANTOR to the minimum extent required for the purpose of accessing the EASEMENT AREA in performance of activities in accordance with CITY'S rights hereunder.

2. Limited Construction. GRANTOR shall not construct any permanent structure in the EASEMENT AREA. CITY shall not construct any above ground or ground level facility except for sewer manholes used for maintenance of the sewer line.

3. Repairs. The CITY shall promptly repair any and all damage caused to the EASEMENT AREA, landscaping, fencing, and other improvements within and outside the EASEMENT AREA, caused by or related to CITY'S exercise of its rights hereunder.

4. Indemnification. CITY shall indemnify, defend and hold harmless GRANTOR from and against any and all liabilities, damages, claims, costs, actions, or suits, including for personal injury, death, property damage, and reasonable attorney's and consultant's fees and costs, which arise directly or indirectly out of, or in connection with, this Agreement and/or the CITY's use, operation or maintenance of its easement granted herein, unless the liabilities, damages, claims, costs, actions, or suits are solely caused by the active negligence or willful misconduct of GRANTOR. Notwithstanding any other provision hereof, CITY shall not be required to indemnify GRANTOR for any damage to GRANTOR's streets and roadways caused solely by the acts or omissions of GRANTOR.

5. Notice. Any notice between the parties must be in writing and may be personally delivered or sent by certified U.S. mail to the following addresses or other addresses as the parties may from time to time designate in a written notice:

To GRANTOR :        Pinetop Properties LLC  
                              c/o Eric R. Stauss  
                              9724 Wedgewood Place  
                              Granite Bay, CA 95604

To CITY:                City of Colfax  
                              33 South Main Street  
                              Colfax, CA 95713

6. Attorney's Fees. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover the full amount of all costs, including reasonable attorney's fees that the prevailing party has incurred as a result of such action.

7. Successors and Assigns. The easement and covenants contained herein shall be and constitute easements and covenants running with the land. Each of the rights and obligations created by this Sewer Easement shall be for the benefit of and shall be binding upon each successor owner of the EASEMENT AREA.

8. Binding Effect. This Emergency Vehicle Access Easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of GRANTOR and CITY.

IN WITNESS WHEREOF, GRANTOR has executed this Sewer Easement.

GRANTOR

PINETOP PROPERTIES LLC  
a California limited liability corporation  
By: Monarch Mine Investments LLC,  
Member, a California limited liability  
corporation, its Manager

By \_\_\_\_\_  
Eric R. Stauss, its Manager

Dated: \_\_\_\_\_

Accepted:

CITY OF COLFAX

By \_\_\_\_\_  
Wes Heathcock  
City Manager

Dated: \_\_\_\_\_

## EXHIBIT "A"

Description of  
SEWER EASEMENT

Situated in the City of Colfax, County of Placer, State of California and being a portion of the southwest quarter of the southwest quarter of Section 2, Township 14 North, Range 9 East, M.D.M., being also a portion of Parcel 1 of that certain Parcel Map entitled "Pinetop Estates", filed for record in the Office of the Recorder of Placer County in Book 35 of Parcel Maps, at Page 103, and a portion of Resultant Parcel 3 of that certain "City of Colfax Lot Line Adjustment No. 17-03", filed for record in the Office of said Recorder in Document No. 2017-0045327 of Official Records, and being described as the following two (2) strips of land:

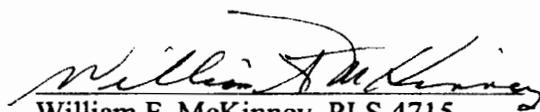
## STRIP NO. 1:

Beginning at a point located on the westerly line of said Resultant Parcel 3 which bears South 15° 49' 42" West 57.18 feet from the northwest corner thereof; thence from said Point of Beginning South 71° 04' 35" East 22.83 feet; thence South 34° 01' 27" East 211.42 feet to the southeasterly line of said Resultant Parcel 3; thence along said southeasterly line the following two (2) courses: (1) South 28° 56' 38" West 20.39 feet and (2) North 62° 30' 16" West 3.86 feet; thence leaving said southeasterly line North 34° 01' 27" West 210.59 feet; thence North 71° 04' 35" West 15.05 feet to the northwesterly line of said Resultant Parcel 3; thence along said northwesterly line North 15° 49' 42" East 20.03 to the Point of Beginning.

## STRIP NO. 2:

Beginning at a point located on the east line of said Parcel 1 that bears North 01° 16' 59" East 15.12 feet from the most southeasterly corner of said Parcel 1, said southeasterly corner being a corner common to Parcel 1 and Parcel 2 of said Parcel Map and the east boundary of said Parcel Map: thence from said Point of Beginning North 82° 18' 17" West 9.02 feet to the southerly line of said Parcel 1; thence along said southerly line the following three (3) courses: (1) North 27° 46' 30" West 98.94 feet, (2) North 79° 42' 30" West 100.66 feet and (3) curving to the left on an arc of a 488.00 foot radius curve, said arc having an interior angle of 11° 40' 16", an arc length of 99.41 feet and being subtended by a chord bearing North 85° 32' 38" West 99.23 feet; thence leaving said south line curving to the left on an arc of a 695.41 foot radius curve, said arc having an interior angle of 05° 26' 46", an arc length of 66.10 feet and being subtended by a chord bearing South 88° 23' 05" West 66.08 feet; thence South 47° 29' 52" West 2.75 feet to the southerly line of said Parcel 1; thence along said southerly line South 86° 37' 30" West 32.15 feet; thence leaving said south line North 47° 29' 52" East 17.76 feet; thence curving to the right on an arc of a 715.41 foot radius curve, said arc having an interior angle of 23° 01' 10", an arc length of 287.43 feet and being subtended by a chord bearing South 83° 23' 11" East 285.50 feet; thence South 28° 29' 27" East 89.58 feet; thence South 82° 18' 17" East 1.65 feet to the east line of said Parcel 1, thence along east line South 01° 16' 59" West 20.13 feet to the Point of Beginning.

End of Description

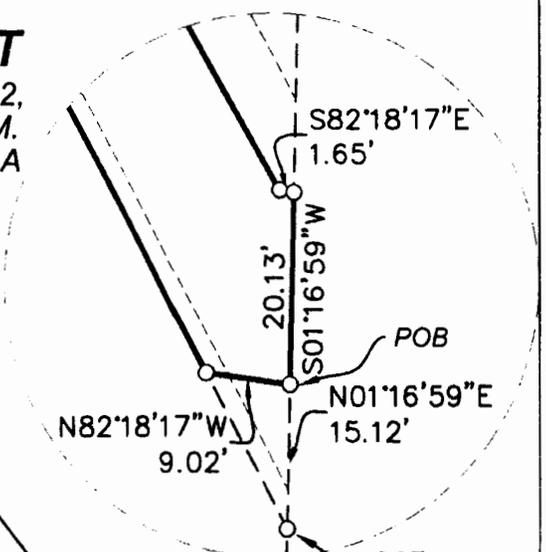
  
William F. McKinney, PLS 4715

July 23, 2018  
Date

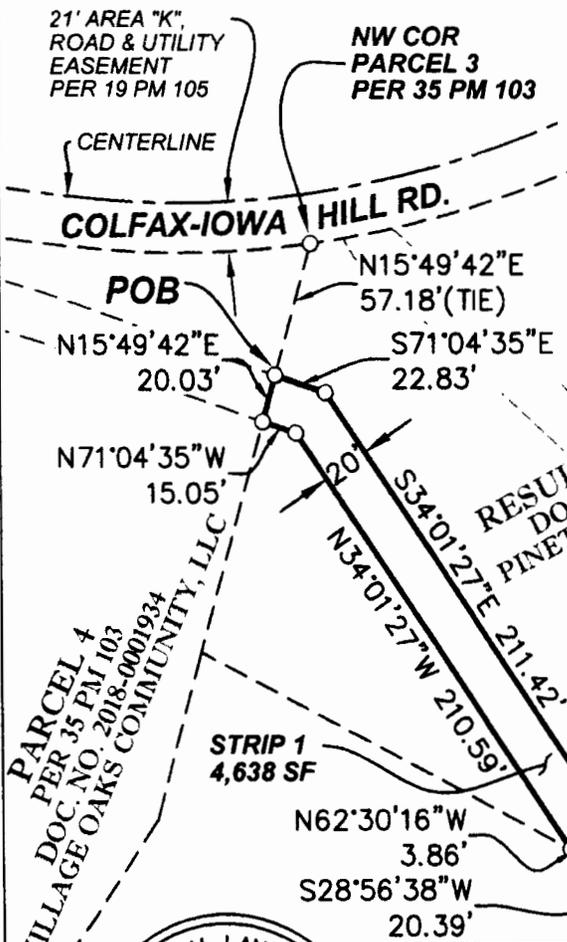


# EXHIBIT 'B' SANITARY SEWER EASEMENT

PORTION OF SW 1/4 OF SW 1/4 OF SECTION 2,  
TOWNSHIP 14 NORTH, RANGE 9 EAST, M.D.M.  
PORTION OF PARCEL 1 OF 35 PM 103, ALSO A  
PORTION OF RESULTANT PARCEL 3  
PER DOC. NO. 2017-0045327  
CITY OF COLFAX, PLACER COUNTY, CA  
JULY, 2018 SCALE: 1"=80'  
RFE ENGINEERING, INC.  
SHEET 1 OF 1



**DETAIL**  
SCALE: 1"=20'  
MOST SOUTH-EASTERLY CORNER OF PARCEL 1, 35 PM 103



21' AREA "K",  
ROAD & UTILITY  
EASEMENT  
PER 19 PM 105

NW COR  
PARCEL 3  
PER 35 PM 103

CENTERLINE

COLFAX-IOWA HILL RD.

POB

N15°49'42"E 20.03'  
N15°49'42"E 57.18'(TIE)  
S71°04'35"E 22.83'

N71°04'35"W 15.05'

PARCEL 4  
PER 35 PM 103  
VILLAGE OAKS COMMUNITY, LLC

STRIP 1  
4,638 SF

S34°01'27"E 211.42'  
N34°01'27"W 210.59'  
N62°30'16"W 3.86'  
S28°56'38"W 20.39'

RESULTANT PARCEL 3  
DOC. NO. 2017-0045327  
PINETOP PROPERTIES, LLC

PARCEL 1  
PER 35 PM 103

20' SEWER EASEMENT  
PER 2089 O.R. 426

\*MATCH  
BELOW  
N47°29'52"E 17.76'

S83°23'11"E 285.50'  
R=715.41' L=287.43'  
Δ=23°01'10"

STRIP 2  
7,024 SF

C1  
S47°29'52"W 2.75'  
S86°37'30"W 32.15'

C2  
N79°42'30"W 100.66'  
N27°46'30"W 98.94'

SOUTH LINE  
PARCEL 1  
PER 35 PM 103

PARCEL 2  
PER 35 PM 103  
DOC. NO. 2017-0082634  
SIERRA OAKS  
ESTATES, LLC

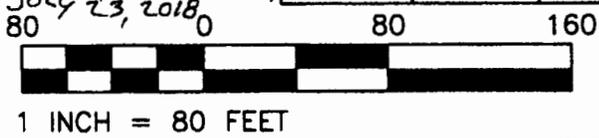
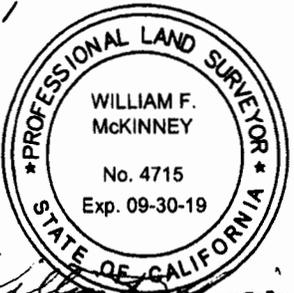
S28°29'27"E 89.58'  
EAST LINE  
PARCEL 1  
PER 35 PM 103

POB

SEE DETAIL  
(ABOVE)

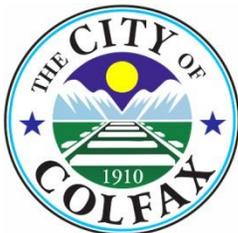
N-S C. OF SW  
1/4 OF  
SECTION 2 PER  
11 PM 88  
& 26 PM 127

CORNER COMMON  
TO PARCELS 1 & 2,  
AND EAST LINE  
35 PM 103



CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	66.10'	695.41'	5°26'46"	S88°23'05"W	66.08'
C2	99.41'	488.00'	11°40'16"	N85°32'38"W	99.23'

Z:\2016 Projects\16034 Pinetop Estates\Survey\Pinetop\_SanSewer Easement.dwg Jul 23, 2018-04:56 pm



# STAFF REPORT TO THE COLFAX CITY COUNCIL

## FOR THE OCTOBER 10, 2018 COUNCIL MEETING

**FROM:** Wes Heathcock, City Manager  
**PREPARED BY:** Dane Schilling, City Engineer  
**DATE:** September 20, 2018  
**SUBJECT:** Rising Sun Road Pavement Resurfacing Project (Federal Project No. STPL-5187(011) – Award of Contract

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$188,625.00	FROM FUND: 250/RSTP
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**RECOMMENDED ACTION:** Discuss and consider adopting Resolution 61-2018 authorizing the City Manager to:

1. Amend the Rising Sun Road Pavement Resurfacing Project (Federal Project No STPL-5187(011)) of the Fiscal Year 2018-2019 Budget to allocate to the Project \$3,500.00 in revenue from PCWA for utility relocation expenses and to reflect a \$7,100.00 reduction in Federal funding.
2. Award a construction contract to Central Valley Engineering & Asphalt, Inc. in the amount of \$157,700.85 and authorize the City Manager to execute change orders up to the amended budget.
3. Authorize the City Manager to engage Coastland Engineering to perform construction management and inspection services not to exceed \$12,000.00.

**SUMMARY:**

The Rising Sun Road Pavement Resurfacing Project (“Project”) is included in the current Fiscal Year 2018-2019 Budget and Capital Improvement Project List. Rising Sun Road is classified as a major collector in the City of Colfax serving residential neighborhoods, commercial areas, schools and outlying areas of the County. It is one of the most heavily traveled roads in the City.

The scope of work for the Project includes resurfacing up to 1,400-linear feet of travel lanes, excluding the shoulders, between Ben Taylor Road and West Grass Valley Street including: dig-out repairs of failing pavement; milling existing pavement down to competent underlying pavement or subgrade; filling milled areas with new asphalt pavement over an area of approximately 35,000-sf; raising surface utilities to grade; and new pavement markings.

In accordance with the Federal funding requirements the City has provided a certification package to Caltrans and the Federal Highway Administration (FHWA) that all right-of-way and utility conflicts are cleared, submitted a Request for Authorization (RFA), and obtained FHWA authorization (also known as an E76) before advertising the Project for bids.

On May 23, 2018, the City Council adopted Resolution 36-2018 authorizing Staff to advertise the Project for bids. Bids were advertised through the Auburn Journal, the City’s website, the CIPList.com website, and through local contractor’s/builder’s exchanges. A total of six contractors registered to receive the bid documents. The bids were due on September 20, 2018, at 2:00 p.m. The City received six bids for the construction of the project. Staff reviewed the bids and determined that bidders were responsible and submitted responsive bids. The City received the following bids:

Bidder Name	Bid Amount
Central Valley Engineering & Asphalt	\$157,700.85
Vintage Paving	\$168,107.90
Simpson & Simpson	\$178,363.00
Darren Taylor Construction	\$180,345.56
Western Engineering	\$185,550.00
B&M Builders	\$205,172.64
<b>Engineer's Estimate</b>	<b>\$185,000.00</b>

The lowest bid of \$157,700.85 is within the Project's budget of \$185,000 for construction. Central Valley Engineering & Asphalt, Inc., has been determined to be the lowest responsible and responsive bidder.

#### **FISCAL IMPACT:**

The total adopted project budget was \$225,000 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). After further review, the available RSTP (washed) funding was determined to be \$7,100 less for a total budget of \$221,400. The reimbursement for PCWA utility relocation costs was not anticipated in the adopted budget but is shown below because the relocation of PCWA valve covers is required to perform the work and is included in the construction contract.

Project Funding:	Original	Current
RSTP/STBG (Federal)	\$ 88,500.00	\$ 81,400.00
RSTP/STBG Exchange (washed)	\$100,000.00	\$100,000.00
Local- Road Funds	\$ 36,500.00	\$ 36,500.00
PCWA Relocation Reimbursement	\$ _____	\$ 3,500.00
<b>Total Project Funding</b>	<b>\$225,000.00</b>	<b>\$221,400.00</b>

Estimated Project Costs	
Environmental/Engineering/Design/Amin	\$ 31,867.08
Construction	\$157,700.85
Construction Contingency (~12%)	\$ 18,924.00
Construction Management and Inspection	\$ 12,000.00
<b>Total Project Expenses</b>	<b>\$220,491.00</b>

Streets and Roads Fund (250) was used for the environmental, engineering and funding administration costs. The majority of the construction will be funded by RTSP/ STBGP and RSTP/STBGP Exchange.

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#### ATTACHMENTS:

1. Resolution 61-2018 with agreement

# City of Colfax

## City Council

### Resolution № 61-2018

#### AUTHORIZING THE CITY MANAGER TO:

1. AMEND THE RISING SUN ROAD PAVEMENT RESURFACING PROJECT (FEDERAL PROJECT NO. STPL-5187(011)) OF THE FISCAL YEAR 2018-2019 BUDGET TO ALLOCATE TO THE PROJECT \$3,500.00 IN REVENUE FROM PCWA FOR UTILITY RELOCATION EXPENSES AND TO REFLECT A \$7,100.00 IN FEDERAL FUNDING.
2. AWARD A CONSTRUCTION CONTRACT TO CENTRAL VALLEY ENGINEERING & ASPHALT, INC. IN THE AMOUNT OF \$157,700.85 AND AUTHORIZE THE CITY MANAGER TO EXECUTE CHANGE ORDERS UP TO THE AMENDED BUDGET.
3. AUTHORIZE THE CITY MANAGER TO ENGAGE COASTLAND ENGINEERING TO PERFORM CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES NOT TO EXCEED \$12,000.00.

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**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 Resurfacing Project (“Project”); and,

**WHEREAS**, the total funding identified in the City’s FY 2017-2018 Amended Budget for the Project was \$225,000 with funding from the above-mentioned sources; and

**WHEREAS**, the approval process requires relocation of Placer County Water Agency (PCWA) facilities at a cost of \$3,500 which are not eligible costs under federal-aid funding rules and therefore must be reimbursed by PCWA; and

**WHEREAS**, after further review, the available RSTP(washed) funding was determined to be \$7,100 less, for a total amended budget, including PCWA reimbursement, of \$221,400.

**WHEREAS**, on May 23, 2018, the City Council adopted Resolution No. 36-2018 approving the plans and specifications and authorizing the project to be advertised for construction contingent upon Federal authorization to proceed; and

**WHEREAS**, on August 13, 2018, the City received Federal authorization to proceed with construction and the project was advertised for construction bids; and,

**WHEREAS**, on September 20, 2018, bids from six contractors were received and publicly read aloud; and,

**WHEREAS**, the lowest responsible and responsive bidder was determined to be Central Valley Engineering & Asphalt, Inc. with a bid amount of \$157,700.85; and,

**WHEREAS**, the total estimated project cost including the environmental, engineering design, funding administration, low bid for construction, a construction contingency of approximately \$18,924.00, and construction management and inspection costs of \$12,000.00, totaling \$221,400.00.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Colfax authorizes the City Manager to:

1. Amend the Fiscal Year 2018-2019 Budget to allocate \$3,500 in revenue from PCWA for utility relocation expenses to the Rising Sun Road Pavement Resurfacing Project and to reflect a \$7,100.00 reduction to the Federal funding.
2. Award a construction contract in the form attached to Central Valley Engineering & Asphalt, Inc. in the amount of \$157,700.85 and authorize the City Manager to execute change orders up to the amended project budget.
3. Authorize the City Manager to engage Coastland Engineering to perform construction management and inspection of the construction of the project not to exceed \$12,000.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 10<sup>th</sup> day of October 2018, by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**Will Stockwin, Mayor**

**ATTEST:**

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**Lorraine Cassidy, City Clerk**

## AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT is made and entered into on this 11<sup>th</sup> day of October, 2018 by and between the City of Colfax, a municipal corporation of the State of California (“City”) and Central Valley Engineering and Asphalt, Inc. (“Contractor”).

### RECITALS

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

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

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

### **Section 1. Services.**

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

### **Section 2. Time of Completion.**

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

### **Section 3. Compensation.**

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

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

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

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

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

#### **Section 4. Professional Ability; Standard of Quality.**

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

#### **Section 5. Indemnification.**

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

## Section 6. Insurance.

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

- A. Workers' Compensation Coverage. Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Contractor may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Contractor shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.
- B. General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Contractor and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.
- C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.

- D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:
1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Contractor.
  2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
  3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.
  4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
  5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, Contractor shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.
- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Contractor shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Contractor should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.

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

### **Section 7. Subcontracts.**

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

### **Section 8. Assignment.**

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

### **Section 9. Entire Agreement.**

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

### **Section 10. Jurisdiction.**

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

### **Section 11. Suspension of Services.**

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

**Section 12. Termination of Services.**

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

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

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

**Section 13. Independent Contractor.**

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

**Section 14. Ownership of Documents.**

Within thirty (30) days after the Contractor substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Contractor shall deliver to the City all files, records, materials and documents drafted or prepared by Contractor's in the performance of the Services. It is expressly understood and agreed that all such files, records, materials and documents are the property of the City and not the property of the Contractor. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Contractor for the Services, and the City shall have

the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Contractor may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Contractor.

#### **Section 15. Changes and/or Extra Work.**

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

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

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

#### **Section 17. Retention of Records.**

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

## Section 18. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service (“JAMS”). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.
- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.
- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

## Section 19. Severability.

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



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

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

CITY

CONTRACTOR

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Printed Name\_\_\_\_\_

Printed Name\_\_\_\_\_

Title\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Central Valley Engineering  
& Asphalt, Inc.  
216 Kenroy Lane  
Roseville, CA 95678  
(916) 791-1609  
CA Lic: 773404; DIR #1000001249**

**City of Colfax  
City Hall  
Office of the City Clerk  
33 S. Main Street  
Colfax, CA 95713**

**Project: Rising Sun Road  
Pavement Resurfacing  
Bid Date: September 20, 2018  
Bid Time: 2:00 PM**

**RECEIVED**  
SEP 20 2018  
CITY OF COLFAX

1:52 PM  
R.C.S.



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., Thursday, September 20, 2018\_**

**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	Traffic Control System	1	LS	\$ 17817	\$ 17817
2	Remove Asphalt Concrete	3,442	SY	\$ 5.00	\$ 17210.00
3	Asphalt Concrete	405	TON	\$ 145.00	\$ 58725.00
4	Digout Repair	350	SY	\$ 62.00	\$ 21700.00
5	Geosynthetic Pavement Interlayer, Class II Paving Grid	3,442	SY	\$ 8.75	\$ 30117.50
6	Thermoplastic Traffic Stripe, Detail 21	1,235	LF	\$ 3.15	\$ 3890.25
7	Thermoplastic Traffic Stripe, Detail 27B	2,461	LF	\$ 1.60	\$ 3937.60
8	Thermoplastic Traffic Stripe, Detail 27C	115	LF	\$ 1.60	\$ 184.00
9	Thermoplastic Pavement Marking	167	SF	\$ 8.50	\$ 1419.50
10	Mobilization	1	LS	\$ 2700.00	\$ 2700.00

**Total Bid:**

\$ 157,700<sup>85</sup>

one hundred fifty-seven thousand seven hundred + <sup>85</sup>/<sub>100</sub> Dollars  
**Written Amount**

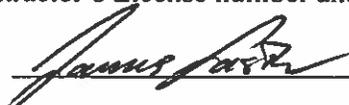
The undersigned further agrees to deliver and to complete the work within **20 working days**, from the date of issuance, by the City, of instructions to proceed with the work, and within 10 working days of the date of the notice of award, to enter into and execute and provide to the City the necessary 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 Central Valley Engineering & Asphalt, Inc.

License # 773404 Expiration Date 3/31/2020

DIR Registration # 1000001249 Expiration Date 6/30/2019

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

By:  Title: James Castle, CFO/Secretary

Dated this 20th day of September, 2018

(Corporate Seal)



Corporate Signature

\_\_\_\_\_

Address: 216 Kenroy Lane, Roseville, CA 95678

Phone No.: 916-791-1609

President's signature 

Secretary's signature 

Corporation organized under the laws of the State of CA

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 The Guarantee Company of North America USA, a ~~(sole proprietorship/partnership/joint venture)~~ ~~organization~~ organized and existing under and by virtue of the laws of the State of Michigan 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 Ten Percent of Total Amount Bid (\$ 10% of Total Amount Bid) 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 September 20, 2018 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

\* Central Valley Engineering & Asphalt, Inc.

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 12th day of September, 2018, 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 Central Valley Engineering & Asphalt, Inc.  
By [Signature]

(Acknowledgement)

Title \_\_\_\_\_  
SURETY The Guarantee Company of North America USA  
(Corporate Seal)

By [Signature]  
(Attorney-in-fact)

(Acknowledgement)

Title Breanna Bofman, Attorney-in-Fact

*(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.)*

### ACKNOWLEDGMENT

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

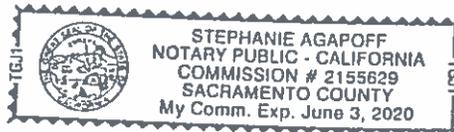
State of California  
County of Sacramento )

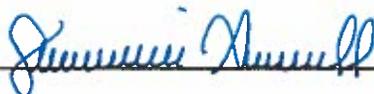
On September 12, 2018 before me, Stephanie Agapoff, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature  (Seal)



The Guarantee Company of North America USA  
Southfield, Michigan  
**POWER OF ATTORNEY**

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

Renee Ramsey, John Hopkins, Elizabeth Colodi, Bobbie Beeny, Phillip O. Watkins, Mindy Whitehouse, Jennifer Lakmann, Sara Walliser, John J. Weber, Stephanie Agapoff, Katherine Gordon, Jessica Monlux, Breanna Bofman, Vicky Troyan  
Interwest Insurance Services, LLC

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

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

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

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

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

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



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2<sup>nd</sup> day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN  
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said company.



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2024  
Acting in Oakland County

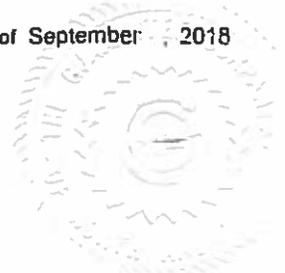
IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

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



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 12th day of September, 2018

Randall Musselman, Secretary



**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. 773404, Class A, Expiration Date 3/31/2020
- 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. 68-0446147

**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 Sierra Traffic Markings  
Business Location Roseville, CA 95747  
Trade Striping  
Subcontract Amount \$13,905  
Current Contractor's License No.(s) 755317  
Current DIR Registration No. 1000002783
2. Subcontractor Name ABSL Construction  
Business Location Hayward, CA  
Trade Grinding  
Subcontract Amount \$4,500  
Current Contractor's License No.(s) 621781  
Current DIR Registration No. 1000002818
3. Subcontractor Name Pacific Northwest Oil  
Business Location Stockton, CA 95205  
Trade Class II Grid  
Subcontract Amount \$28,224  
Current Contractor's License No.(s) 705296  
Current DIR Registration No. 1000004865
4. Subcontractor Name \_\_\_\_\_  
Business Location \_\_\_\_\_  
Trade \_\_\_\_\_  
Subcontract Amount \_\_\_\_\_  
Current Contractor's License No.(s) \_\_\_\_\_  
Current DIR Registration No. \_\_\_\_\_
5. Subcontractor Name \_\_\_\_\_  
Business Location \_\_\_\_\_  
Trade \_\_\_\_\_  
Subcontract Amount \_\_\_\_\_  
Current Contractor's License No.(s) \_\_\_\_\_

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

**WORKERS COMPENSATION INSURANCE CERTIFICATION**

By submitting its bid the bidder certifies as follows:

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

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

The undersigned declares:

I am the CFO/Secretary of Central Valley Engineering & Asphalt, Inc., 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 Sept. 20, 2018 [date], at Roseville [city], CA [state]."

  
\_\_\_\_\_  
Signature



### ACKNOWLEDGMENT

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

State of California  
County of Placer )

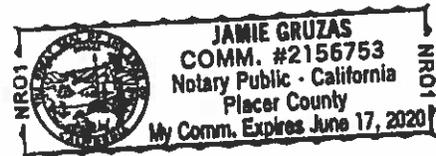
On September 20, 2018 before me, Jamie Gruzas, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Jamie Gruzas (Seal)



**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  X

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 **20 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 Central Valley Engineering & Asphalt, Inc.

By:  Title: CFO/Secretary

Dated this 20th day of September, 2018

(Corporate Seal)

Corporate signature

\_\_\_\_\_

Address: 216 Kenroy Lane, Roseville, CA 95678

Phone No.: 916-791-1609

President's signature 

Secretary's signature 

Corporation organized under the laws of the State of CA

Partnership Name: \_\_\_\_\_

Address: \_\_\_\_\_

Names of Co-Partners and Addresses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Names of Individuals and Addresses:

Warren Holt, President/Treasurer - Granite Bay, CA

Robert Leppok, Vice President - Rocklin, CA

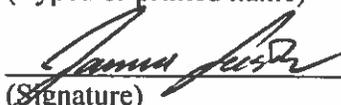
James Castle, CFO/Secretary - Rocklin, CA

NOTE: Sign in proper space above.

Date: September 20, 2018

James Castle, CFO/Secretary

(Typed or printed name)



(Signature)

Central Valley Engineering & Asphalt, Inc.

(Bidder)

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

216 Kenroy Lane, Roseville, CA 95678

Bidder Business phone: ( ) 916-791-1609

Bidder Business fax: ( ) 916-791-6424

## 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](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."

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 2<sup>nd</sup> low bidder, and the 3<sup>rd</sup> 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 4<sup>th</sup> 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 4<sup>th</sup> 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 2<sup>nd</sup> and 3<sup>rd</sup> 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 Central Valley Engineering & Asphalt, Inc., proposed subcontractor \_\_\_\_\_, hereby certifies that he has X, 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.

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### 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.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement d. loan <input type="checkbox"/> e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: _____		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known: _____
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</b>		<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>
(attach Continuation Sheet(s) SF-LLLA, if necessary)		
<b>11. Amount of Payment (check all that apply):</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee c. commission <input type="checkbox"/> d. contingent fee e. deferred <input type="checkbox"/> f. other; specify: _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b>		
<b>15. Continuation Sheet(s) SF-LLLA attached:</b> Yes      No		
<b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		Signature: <u><i>James Castle</i></u> Print Name: <u>James Castle, CFO/Secretary</u> Title: Telephone No.: <u>916-791-1609</u> Date: <u>9/20/2018</u>
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of 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.

## FEDERAL REQUIREMENTS



**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):

<u>Publications</u>	<u>Dates of Advertisement</u>

- 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.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>

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:

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

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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:

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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:

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**FEDERAL REQUIREMENTS**

- 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):

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**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?)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		

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?)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		
City State ZIP		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		
City State ZIP		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		
City State ZIP		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		
City State ZIP		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

Distribution: 1) Original – Local Agency File

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

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

CEM-2402F (REV. 7/2012)

**ADA Notice**  
For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	FEDERAL AND PROJECT NUMBER	ADMINISTERING AGENCY		CONTRACT COMPLETION DATE		
PRIME CONTRACTOR			BUSINESS ADDRESS				ESTIMATED CONTRACT AMOUNT \$		
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIALS PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS			DATE WORK COMPLETE	DATE OF FINAL PAYMENT	
				NON-DBE	DBE	UDBE			
				\$	\$	\$			
				\$	\$	\$			
				\$	\$	\$			
				\$	\$	\$			
				\$	\$	\$			
				\$	\$	\$			
				\$	\$	\$			
				\$	\$	\$			
				\$	\$	\$			
				\$	\$	\$			
				\$	\$	\$			
				\$	\$	\$			
				\$	\$	\$			
				\$	\$	\$			
ORIGINAL COMMITMENT			TOTAL	\$	\$	\$			

\$ \_\_\_\_\_  
DBE/UDBE

List all First Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) and underutilized DBEs (UDBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual UDBE utilization (or item of work) was different than that approved at the time of award, provide comments on the following page after the instructions. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT		
CONTRACTOR REPRESENTATIVE'S SIGNATURE	BUSINESS PHONE NUMBER	DATE
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED		
RESIDENT ENGINEER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

COPY DISTRIBUTION – Caltrans contracts: Original – District Construction Copy – Contractor Copy – Resident Engineer Copy – OBEO – email [smallbusinessadvocate@dot.ca.gov](mailto:smallbusinessadvocate@dot.ca.gov) or FAX to (916) 324-1949

COPY DISTRIBUTION – Local Agency contracts: Original – Local Agency Resident Engineer (submitted with the Report of Expenditures) Copy – District Local Assistance Engineer Copy – Local Agency File

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**FINAL REPORT- UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES**  
**FIRST-TIER SUBCONTRACTORS**  
CEM-2402F (REV. 7/2012)

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**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.

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

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE
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**Distribution** Original copy -DLAE  
Copy -1) Business Enterprise Program 2) Prime Contactor 3) Local Agency 4) Resident Engineer

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. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer," "SHA resident engineer," or "authorized representative of the SHA," such references shall be construed to mean "Engineer" as defined in Section I-1.07 of the Standard Specifications.

**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. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

**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. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

**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.)

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- 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."

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..... 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]

- I. General
- II. Nondiscrimination
- III. No segregated 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 Government wide 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 supervision 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 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 and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and 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.

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**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 qualified 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.

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#### 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.

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## 2. Withholding

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

## 3. Payrolls and basic records

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

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

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

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

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

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

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

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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**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.

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**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

**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.

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- (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.
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

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.

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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.

**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 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).
- 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-Low er Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

**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.

- 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 of default.

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**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.

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transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

**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 participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to 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

- 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.

- 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.

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**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.

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**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

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(<https://www.epls.gov/>), which is compiled by the General Services Administration.

exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

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 normally possessed by a prudent person in the ordinary course of business dealings.

**12. FEMALE AND MINORITY GOALS**

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are 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	28.9
	CA Monterey	25.6
	7360 San Francisco-Oakland	
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	
	7485 Santa Cruz, CA	14.9
	CA Santa Cruz	9.1
177	7500 Santa Rosa	
	CA Sonoma	17.1
	8720 Vallejo-Fairfield-Napa, CA	
	CA Napa; CA Solano	23.2
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	
	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
CA Placer; CA Sacramento; CA Yolo		
178	Non-SMSA Counties: CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus	
	8120 Stockton, CA	24.3
	CA San Joaquin	
	Non-SMSA Counties: CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA	19.1
	CA Kern	
	2840 Fresno, CA	26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6	
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange	11.9	
	4480 Los Angeles-Long Beach, CA CA Los Angeles	28.3	
	6000 Oxnard-Simi Valley-Ventura, CA CA Ventura	21.5	
	6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino	19.0	
	7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara	19.7	
	Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	24.6	
	181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego	16.9
		Non-SMSA Counties CA Imperial	18.2

For the last full week 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. 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.

#### 14. 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 carries, 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.

Federal Trainee Program Special Provisions  
(to be used when applicable)

**15. FEDERAL TRAINEE PROGRAM**

For the Federal training program, the number of trainees or apprentices is \_\_\_\_\_.

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.

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/County of \_\_\_\_\_ :

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/County's of \_\_\_\_\_ approval for this submitted information before you start work. The City/County of \_\_\_\_\_ 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 journeyman 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/County of \_\_\_\_\_ 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/County of \_\_\_\_\_ reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

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