COLFAX CITY COUNCIL MEETING
REGULAR SESSION AGENDA

City Council Chambers
33 S. Main Street, Colfax, CA.

March 27, 2013
6:00 PM (Closed Session)
7:00 PM (Regular Session)

Last Ordinance #519 | Last Resolution 16-2013

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the building & safety director, (530) 346-2313. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibilities to this meeting.

1. **OPENING**
   A. Call to Order
   B. Roll Call

2. **PUBLIC COMMENT**

3. **CLOSED SESSION**

Conference with Labor Negotiators pursuant To Government Code Section 54957.6
Employee Organization: General Employees and Bargaining Unit Represented by Operating Engineers, Local 39
City's Designated Representative: Bruce Kranz

Conference with Legal Counsel—Existing Litigation
Number of Cases: 1
(Subdivision (a) of Section 54956.9)
Name of case: Sierra Vista Community Center v. City of Colfax, Placer County Superior Court #S-CV-030766

Public employee discipline/dismissal/release pursuant to Government Code Section 54957

4. **OPENING**
   A. Pledge Of Allegiance
   B. Announcement of Action Taken at Closed Session
   C. Approval of Agenda Order
   This is the time for changes to the agenda to be considered including removal, postponement or change to agenda sequence.
   Recommended Action: By motion accept the agenda as presented or amended.

Members of the public who addresses the Council shall do so in an orderly manner. No person shall yell or make profane or threatening remarks to any member of the Council, staff or general public. No person shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet, clapping, or other acts that unreasonably disturb, disrupt, delay or otherwise impede the orderly conduct of any Council meeting. Except as allowed by rules of order, a councilmember or staff person shall not by conversation or other means delay the Council proceedings or disturb any other councilmember or staff person while speaking.

5. CITY COUNCIL COMMITTEE REPORTS

The purpose of these reports is to provide information to the City Council and public on projects and programs that are discussed at committee meetings. No decisions are to be made on these issues. If a Council member would like formal action on any of these discussed items, it will be placed on a future Council Agenda

6. INFORMATION REPORTS FROM STAFF AND OTHERS

7. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine in nature and will be approved by one blanket motion with a roll call vote. There will be no separate discussion of these items unless persons request specific items to be removed from the Consent Agenda for discussion and separate action. Any items removed will be considered after the motion to approve the Consent Agenda. If you wish to have an item pulled from the Consent Agenda for discussion, please notify the City Clerk.

	RECOMMENDED ACTION
A. Minutes: March 13, 2013	*Receive and File*
B. Cash Balance Summary: January 31, 2013	*Receive and File*
C. Consideration of Adoption of Resolution No. 17-2013: A Resolution Of The City Council Of The City Of Colfax Approving And Authorizing The City Manager To Execute A Memorandum Of Understanding For Parcel Base GIS and approving the purchase of software to access the data Placer County is sharing with the City in the amount of $1500.00	*Adopt Resolution No. 17-2013 And Approve expenditure for software*
D. Consideration of Adoption of Resolution No. 18-2013: A Resolution Of The City Of Colfax Authorizing The City Manager To Execute A Sales Agreement With Sportafence Marketing Enterprises, LLC, For Purchase Of A Non-Wheeled, Staked Portable Outfield Fence System For The Prop 40 Project No. 12-03 At The Regional Park in the amount of $16,745	*Adopt Resolution No. 18-2013*

CONSENT ITEMS PULLED FOR DISCUSSION

8. PUBLIC COMMENT

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

9. PUBLIC HEARING

Notice to Public

City Council, when considering a matter scheduled for hearing, will take the following actions:

1. Open the Public Hearing
2. Presentation by Staff
3. Presentation, when applicable, by Applicant or Appellant
4. Accept Public Testimony
5. When applicable, Applicant or Appellant rebuttal period
6. Close public hearing (No public comment is taken hearing is closed)
7. Council comments and questions
8. City Council action

Public hearings that are continued will be so noted. The continued public hearing will be listed on a subsequent council agenda and posting of that agenda will serve as notice

10. COUNCIL BUSINESS

A. Consideration of Adoption of Resolution No. 19-2013: A Resolution Of The City Council Of The City Of Colfax Authorizing City Manager To Execute A Construction Contract With Miracle Construction Inc., DBA Miracle Playsystems, For The Water Splash Play Area, Project No 12-02 in the amount of $123,852
Recommended Action: Adopt Resolution No. 19-2013

11. PRESENTATIONS

12. ADJOURNMENT

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.

AGENDA POSTED, March 22, 2013
at City Hall and Post Office locations

Karen Pierce

Karen Pierce, City Clerk

Minutes
City Council Meeting
March 13, 2013

1. OPENING

Mayor Barkle called the regular meeting to order at 7:02pm.

Present and answering roll call were Council members Hesch, Douglass, Parnham, McKinney and Mayor Barkle.

Al Turner led the Pledge of Allegiance

A motion was made by councilman McKinney and seconded by councilman Hesch to approve the agenda as presented. The motion was passed by the following vote:

AYES: Hesch, Douglass, Parnham, McKinney and Mayor Barkle
NOES:
ABSENT:
ABSTAIN:

2. CITY COUNCIL COMMITTEE REPORTS

Councilman McKinney reported that the Fire Safe Council meeting was cancelled. The City Council agenda is available for on-line subscription. The Lions Club will host an Easter Egg hunt at Lions Park on March 30 at 10:00am.
Councilman Parnham reported on taking a tour of the Mosquito and Vector Control facilities.
Councilman Douglass reported on continued work on obtaining silent Railroad Crossings
Councilman Hesch reported on meeting with Supervisor Montgomery regarding the Regional Sewer Connection, SACOG meeting and working on Railroad Safety
Mayor Barkle reported on attending the Air Quality Board and LAFCO meetings. Mayor Barkle also updated council on the July 3 event progress

3. INFORMATION REPORTS FROM STAFF AND OTHERS

City Manager, Bruce Kranz reported on the following:

- Updated council on meeting with County regarding the GIS System
- Sales Tax per Capita statistics.
- Little League is having a tournament in June because the renovations have made the ball park more user friendly.
- Legislative Action meeting with League of California Cities

Sergeant Ty Conners updated council on PCSO activities and the progress on the move to the Courthouse Building. He also spoke about the Community Center becoming the Evacuation Center.

4. CONSENT AGENDA

	ACTION TAKEN
A. Minutes: February 27, 2013	*Received and Filed*
B. Consideration of Adoption of Resolution No. 13-2013: A Resolution of the City Council of the City of Colfax Authorizing the City Manager to Execute A Construction Contract with S&S Fence Co., Inc. for the New Ballfield Backstop and Fencing, Project No. 12-03 in the amount of Eighteen-Thousand Nine-Hundred Twenty-Five dollars ($18,925).	*Adopted Resolution No. 13-2013*
C. Consideration of Adoption of Resolution No. 14-2013: A Resolution Of The City Council Of The City Of Colfax Authorizing The City Manager To Execute Change Order #2 To The Agreement With Shaw Environmental For Services At The City Of Colfax Corporation Yard	*Pulled for Discussion*
D. Consideration of Adoption of Resolution No. 15-2013: A Resolution Of The City Council Of The City Of Colfax Declaring April 21 Through April 27, 2013, West Nile Virus And Mosquito And Vector Control Awareness Week	*Adopted Resolution No. 15-2013*

A motion was made by councilman McKinney and seconded by councilman Parnham to approve the consent agenda as presented with the above noted item pulled for discussion. The motion was passed by the following vote:

AYES: Hesch, Douglass, Parnham, McKinney and Mayor Barkle
NOES:
ABSENT:
ABSTAIN:

C. **Consideration of Adoption of Resolution No. 14-2013: A Resolution Of The City Council Of The City Of Colfax Authorizing The City Manager To Execute Change Order #2 To The Agreement With Shaw Environmental For Services At The City Of Colfax Corporation Yard**

Councilman Hesch requested this item be pulled. Community Services Director, Gabe Armstrong went over the staff report and change order. Council discussed. A motion was made by councilman Parnham and seconded by councilman Douglass to adopt Resolution No. 14-2013. The motion was passed by the following vote:

AYES: Douglass, Parnham, McKinney and Mayor Barkle
NOES:
ABSENT:
ABSTAIN: Hesch

5. PUBLIC COMMENT

6. PUBLIC HEARING

7. COUNCIL BUSINESS

A. Presentation by Dave Snyder and Jim Williams and Consideration of Adoption of Resolution No. 16-2013: A Resolution of the City Council of the City of Colfax Endorsing the Next Economy Regional Prosperity Plan and Authorizing the County Executive or his Designee to Align Placer County Economic Development Efforts in Support of its Implementation.

Dave Snyder, Placer County Economic Development went over the Next Economy presentation. Jim Williams, Architect added information on the benefits of a collaborative effort in Regional communities. Council discussed. A motion was made by councilman McKinney and seconded by councilman Parnham to adopt Resolution No. 16-2013. The motion was passed by the following vote:

AYES: Douglass, Parnham, McKinney and Mayor Barkle
NOES: Hesch
ABSENT:
ABSTAIN:

8. PRESENTATION

9. ADJOURNMENT

Being no further business to come before council by voice vote the meeting was adjourned at 8:05pm.

7B

City of Colfax
Cash Summary
January 31, 2013

	Balance 12/31/12	Debits	Credits	Transfers	Balance 2/28/13
US Bank	$ 324,883.06	$ 1,709,912.75	$ (1,093,453.91)	$ (1,100,000.00)	$ (158,658.10)
LAIF	$ -	$ 2,378.94		$ 712,686.53	$ 715,065.47
LAIF - County Loan	$ 2,612,686.53	$ -		$ 387,313.47	$ 3,000,000.00
Total Cash - General Ledger	$ 2,937,569.59	$ 1,712,291.69	$ (1,093,453.91)	$ -	$ 3,556,407.37
Petty Cash (In Safe)	$ 300.00				$ 300.00
Total Cash	$ 2,937,869.59	$ 1,712,291.69	$ (1,093,453.91)	$ -	$ 3,556,707.37

Change in Cash Account Balance - Total **$ 618,837.78**

Attached Reports:

1. Cash Transactions Report (By Individual Fund)
2. Check Register Report (Accounts Payable) $ (955,765.35) AP
3. Cash Receipts - Daily Cash Summary Report $ 1,560,284.99 CR

Payroll Checks and Tax Deposits	$ (63,557.92)		PR, GJ
Utility Billings - Receipts	$ 77,934.78		UB
Bank Service Charges	$ (58.72)		
	$ 618,837.78	$ -	

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

Reviewed by: Bruce Kranz
Bruce Kranz, City Manager

CASH TRANSACTIONS REPORT

YEAR: THROUGH FEBRUARY
City of Colfax

3/9/2013
12:52 pm

	Beginning Balance	Debit	Credit	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	100,585.61	3,885,613.45	784,633.04	3,201,566.02
Fund: 120 - Land Development Fees	11,265.42	16,390.30	26,215.40	1,440.32
Fund: 570 - Garbage Fund	-398,516.39	24,182.91	3,455.43	-377,788.91
Fund Type: 1.11 - General Fund - Unassigned	-286,665.36	3,926,186.66	814,303.87	2,825,217.43
Fund Type: 1.14 - General Fund - Restricted				
Fund: 571 - AB939 Landfill Oversion	30,526.19	70.34	32.79	30,563.74
Fund: 572 - Landfill Post Closure Main	695,166.46	27,075.03	37,135.30	685,106.19
Fund Type: 1.14 - General Fund - Restricted	725,692.65	27,145.37	37,168.09	715,669.93
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	74,451.29	1,313.79	0.00	75,765.08
Fund: 211 - Mitigation Fees - Drainage	2,923.28	46.70	0.00	2,969.98
Fund: 212 - Mitigation Fees - Trails	45,464.73	69.10	0.00	45,533.83
Fund: 213 - Mitigation Fees - Parks/Re	118,822.43	302.61	10,783.95	108,341.09
Fund: 214 - Mitigation Fees - City Bldg	0.00	666.04	0.00	666.04
Fund: 215 - Mitigation Fees - Vehicles	145.54	84.22	0.00	229.76
Fund: 217 - Mitigation Fees - DT Parki	25,524.98	410.20	0.00	25,935.18
Fund: 218 - Support Law Enforcement	0.00	40,725.02	52,846.79	-12,121.77
Fund: 236 - CDBG Revitalization Zone	0.00	0.00	20,627.01	-20,627.01
Fund: 241 - CDBG Housing Rehabiliati	124,475.80	156.83	0.00	124,632.63
Fund: 244 - CDBG MicroEnterprise Le	78,518.45	2,516.96	0.00	81,035.41
Fund: 250 - Streets - Roads/Transport	4,734.94	59,987.70	88,612.91	-23,890.27
Fund: 253 - Gas Taxes	40,129.95	31,401.06	14,466.05	57,064.96
Fund: 270 - Beverage Container Recyc	23,872.66	28.78	0.00	23,901.44
Fund: 280 - Oil Recycling	3,101.46	752.12	4,832.07	-978.49
Fund: 286 - Bricks	5,205.08	6.54	0.00	5,211.62
Fund: 292 - Fire Department Capital F	27,027.11	33.95	0.00	27,061.06
Fund Type: 1.24 - Special Rev Funds - Restricted	574,397.70	138,501.62	192,168.78	520,730.54
Fund Type: 1.3 - CAPITAL PROJECT FUNDS				
Fund: 380 - CABOOSE RESTORATIO	0.00	0.00	5,944.88	-5,944.88
Fund Type: 1.3 - CAPITAL PROJECT FUNDS	0.00	0.00	5,944.88	-5,944.88
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 344 - PROP 40 Capital Projects	0.00	0.00	19,065.69	-19,065.69
Fund: 350 - Streets Improvments Proje	180,753.81	67,117.70	9,709.50	238,162.01
Fund Type: 1.34 - Capital Projects - Restricted	180,753.81	67,117.70	28,775.19	219,096.32
Fund Type: 2.11 - Enterprise Funds - Unassigned				
Fund: 560 - Sewer	-564,335.49	640,370.00	775,586.24	-699,551.73
Fund: 561 - Sewer Liftstations	271,881.58	119,393.14	69,184.12	322,090.60
Fund: 563 - Wastewater Treatment Pla	5,188.40	256,210.81	3,583.76	257,815.45

Check Register Report

Date: 03/07/2013
Time: 3:50 pm
Page: 1

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks							
48953	02/07/2013	Printed		01414	ALHAMBRA & SIERRA SPRINGS	WWTP WATER	129.61
48954	02/07/2013	Printed		01448	AMERIGAS - COLFAX	PROPANE DEPOT	179.02
48955	02/07/2013	Printed		04400	DIAMOND WELL DRILLING CO.	WWTP MONITORING DEC 2012	4,933.00
48956	02/07/2013	Printed		07575	GRANITE CONSTRUCTION	DURA PATCH	680.92
48957	02/07/2013	Printed		08159	HILL BROTHERS CHEMICAL CO.	WWTP CHEMICALS	4,858.14
48958	02/07/2013	Printed		12203	LEAGUE OF CA CITIES-SAC. VALLE	MEMBERSHIP DUES 2013	50.00
48959	02/07/2013	Printed		06011	PELLETREAU, ALDERSON & CABRAL	LEGAL FEES JANUARY 2013	11,599.54
48960	02/07/2013	Printed		16035	PG&E	UTILITIES	16,899.73
48961	02/07/2013	Printed		16199	PLACER COUNTY REVENUE SERVICES	ANIMAL CONTROL 1/1-3/31/13	7,827.63
48962	02/07/2013	Printed		16200	PLACER COUNTY SHERIFF DEPT.	BALANCE DUE FROM Q1 AND Q2	8,956.00
48963	02/07/2013	Printed		18193	RECOLOGY AUBURN PLACER	DELINQUENT BALANCES 55%	3,306.30
48964	02/07/2013	Printed		14295	SPRINT NEXTEL COMMUNICATIONS	CELL PHONES	358.69
48965	02/07/2013	Printed		16600	STATIONARY ENGINEERS, LOCAL 39	HEALTH INSURANCE MARCH	10,260.80
48966	02/07/2013	Printed		22106	VAN GRONINGEN & ASSOCIATES	FINANCE CONSULTANT	4,533.75
48967	02/07/2013	Printed		23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONES	166.73
48968	02/07/2013	Printed		23450	WINNER CHEVROLET, INC.	TAX SHARE Q 3-4	37,741.00
48969	02/14/2013	Void	02/14/2013	01448	AMERIGAS - COLFAX	PROPANE DEPOT	0.00
48970	02/14/2013	Printed		01460	AMERIPRIDE UNIFORM SERVICE	UNIFORMS/SUPPLIES	394.70
48971	02/14/2013	Printed		01650	AQUA SIERRA CONTROLS INC.	WWTP SCADA	13,416.01
48972	02/14/2013	Printed		01792	AUBURN PRINTERS	BUSINESS CARDS	79.77
48973	02/14/2013	Printed		02084	BRIGIT BARNES	PLANNING JANUARY 2013	5,048.02
48974	02/14/2013	Printed		07460	GOLD COUNTRY MEDIA	RFP BALL FIELD FENCING	133.28
48975	02/14/2013	Printed		08660	HUNT AND SONS, INC.	GASOLINE PUBLIC WORKS	495.10
48976	02/14/2013	Printed		12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING DEC 2012	1,340.25
48977	02/14/2013	Printed		16009	SEAN PATRICK	WWTP CONSULTANT	545.00
48978	02/14/2013	Printed		18193	RECOLOGY AUBURN PLACER	WWTP DEBRIS BOX	460.00
48979	02/14/2013	Printed		19795	SWARTZ DIESEL POWER	FIRE TRUCK REPAIR	1,545.28
48980	02/14/2013	Printed		21450	URKE SEPTIC SERVICES	LIFT STATION 5 REPAIR	270.00
48981	02/14/2013	Printed		21560	US BANK CORPORATE PMT SYSTEM	CREDIT CARD PURCHASES	444.05
48982	02/14/2013	Printed		23169	WAVE BUSINESS SOLUTIONS	INTERNET HESCH	37.95
48983	02/14/2013	Printed		23301	WESTERN PLACER WASTE	SLUDGE REMOVAL	350.28
48984	02/22/2013	Printed		01448	AMERIGAS - COLFAX	PROPANE DEPOT	887.67
48985	02/22/2013	Printed		01460	AMERIPRIDE UNIFORM SERVICE	UNIFORMS/ SUPPLIES	345.40
48986	02/22/2013	Printed		03151	CAMPBELL CONSTRUCTION, INC	POND 3 LINER PROJECT	146,714.20
48987	02/22/2013	Printed		07460	GOLD COUNTRY MEDIA	PUBLIC NOTICE CDBG	341.20
48988	02/22/2013	Printed		08075	HARRIS INDUSTRIAL GASES	WWTP BAR SCREEN DEVICE	174.50
48989	02/22/2013	Printed		08086	HBE RENTALS	WWTP LIFT FOR INTERNET SCADA	290.00
48990	02/22/2013	Printed		08170	HILLS FLAT LUMBER CO	SUPPLIES	1,013.15
48991	02/22/2013	Printed		16150	PLACER COUNTY ASSESSOR	APN LISTING	184.54
48992	02/22/2013	Printed		16548	PLACER SIERRA RAILROAD	ELECTRICAL PANEL REIMBURSEMENT	5,944.88
48993	02/22/2013	Printed		16560	PLATT	WWTP BLOWERS	88.65
48994	02/22/2013	Printed		16559	PLAZA TIRE AND AUTO SERVICE	FIRE TRUCK REPAIR	928.22
48995	02/22/2013	Printed		16727	PONTICELLO ENTERPRISES	ENGINEERING JANUARY	22,784.63
48996	02/22/2013	Printed		18400	RIEBES AUTO PARTS	SUPPLIES	781.77
48997	02/22/2013	Printed		21500	USA BLUE BOOK, INC	WWTP FUNNEL	59.32
48998	02/22/2013	Printed		23101	LARRY WALKER	NPDES PERMIT/POND 3 LINER	12,808.65
48999	02/22/2013	Printed		23169	WAVE BUSINESS SOLUTIONS	INTERNET CITY HALL	182.95
49000	02/28/2013	Printed		01673	GABE ARMSTRONG	HEALTH INS REIMBURSE MARCH	800.00
49001	02/28/2013	Printed		04575	DOWNEY BRAND	LEGAL FEES SETTLEMENT AGRMT	3,620.42

DAILY CASH SUMMARY REPORT

02/01/2013 - 02/28/2013

City of Colfax

MJE No.	Line	Posting Date	Type	GL Number	Debit	Credit	Net Chng
Fund: 100 - General Fund							
75928	1	02/04/2013	CR	100-000-1000	2,528.85	0.00	2,528.85
75928	5	02/04/2013	CR	100-000-1000	0.60	0.00	0.60
75928	7	02/04/2013	CR	100-000-1000	0.15	0.00	0.15
75928	9	02/04/2013	CR	100-000-1000	0.30	0.00	0.30
02/04/2013		Daily Totals			**2,529.90**	**0.00**	**2,529.90**
75929	3	02/06/2013	CR	100-000-1000	100.00	0.00	100.00
75929	9	02/06/2013	CR	100-000-1000	602.85	0.00	602.85
75930	1	02/06/2013	CR	100-000-1000	1,000.00	0.00	1,000.00
75930	5	02/06/2013	CR	100-000-1000	27.03	0.00	27.03
75930	7	02/06/2013	CR	100-000-1000	38.67	0.00	38.67
75930	11	02/06/2013	CR	100-000-1000	20.00	0.00	20.00
02/06/2013		Daily Totals			**1,788.55**	**0.00**	**1,788.55**
75931	1	02/12/2013	CR	100-000-1000	87,500.00	0.00	87,500.00
75931	3	02/12/2013	CR	100-000-1000	60.00	0.00	60.00
75931	5	02/12/2013	CR	100-000-1000	150.00	0.00	150.00
75931	7	02/12/2013	CR	100-000-1000	115.50	0.00	115.50
02/12/2013		Daily Totals			**87,825.50**	**0.00**	**87,825.50**
75932	5	02/13/2013	CR	100-000-1000	649.41	0.00	649.41
75932	7	02/13/2013	CR	100-000-1000	0.30	0.00	0.30
75932	9	02/13/2013	CR	100-000-1000	0.50	0.00	0.50
75933	1	02/13/2013	CR	100-000-1000	0.00	347.00	-347.00
75934	1	02/13/2013	CR	100-000-1000	0.00	729.50	-729.50
02/13/2013		Daily Totals			**650.21**	**1,076.50**	**-426.29**
76397	1	02/15/2013	CR	100-000-1000	980.68	0.00	980.68
76397	3	02/15/2013	CR	100-000-1000	146.51	0.00	146.51
76397	5	02/15/2013	CR	100-000-1000	1,447.31	0.00	1,447.31
02/15/2013		Daily Totals			**2,574.50**	**0.00**	**2,574.50**
76394	1	02/20/2013	CR	100-000-1000	61.00	0.00	61.00
76394	5	02/20/2013	CR	100-000-1000	878.86	0.00	878.86
76394	11	02/20/2013	CR	100-000-1000	141.00	0.00	141.00
76394	15	02/20/2013	CR	100-000-1000	350.00	0.00	350.00
76394	17	02/20/2013	CR	100-000-1000	300.00	0.00	300.00
76396	1	02/20/2013	CR	100-000-1000	43,600.00	0.00	43,600.00
02/20/2013		Daily Totals			**45,330.86**	**0.00**	**45,330.86**
76395	1	02/25/2013	CR	100-000-1000	85.52	0.00	85.52
76395	3	02/25/2013	CR	100-000-1000	3.92	0.00	3.92
76395	7	02/25/2013	CR	100-000-1000	61.00	0.00	61.00
76395	9	02/25/2013	CR	100-000-1000	0.30	0.00	0.30
76395	11	02/25/2013	CR	100-000-1000	1.80	0.00	1.80
02/25/2013		Daily Totals			**152.54**	**0.00**	**152.54**
76398	1	02/26/2013	CR	100-000-1000	279.85	0.00	279.85
02/26/2013		Daily Totals			**279.85**	**0.00**	**279.85**

Limited to include: JE Types of: CR

DAILY CASH SUMMARY REPORT

02/01/2013 - 02/28/2013

City of Colfax

MJE No.	Line	Posting Date	Type	GL Number		Debit	Credit	Net Chng
Fund: 560 - Sewer					**TOTALS:**	**200.00**	**0.00**	**200.00**
Fund: 561 - Sewer Liftstations								
75929	1	02/06/2013	CR	561-000-1000		407.00	0.00	407.00
75929	5	02/06/2013	CR	561-000-1000		203.50	0.00	203.50
75929	7	02/06/2013	CR	561-000-1000		203.50	0.00	203.50
02/06/2013		Daily Totals				**814.00**	**0.00**	**814.00**
76394	3	02/20/2013	CR	561-000-1000		407.00	0.00	407.00
02/20/2013		Daily Totals				**407.00**	**0.00**	**407.00**
76395	5	02/25/2013	CR	561-000-1000		407.00	0.00	407.00
02/25/2013		Daily Totals				**407.00**	**0.00**	**407.00**
76399	1	02/28/2013	CR	561-000-1000		407.00	0.00	407.00
76399	7	02/28/2013	CR	561-000-1000		61.00	0.00	61.00
02/28/2013		Daily Totals				**468.00**	**0.00**	**468.00**
Fund: 561 - Sewer Liftstations					**TOTALS:**	**2,096.00**	**0.00**	**2,096.00**
Fund: 565 - General Obligation Bond 1978								
76397	7	02/15/2013	CR	565-000-1000		21.55	0.00	21.55
76397	9	02/15/2013	CR	565-000-1000		1.21	0.00	1.21
02/15/2013		Daily Totals				**22.76**	**0.00**	**22.76**
Fund: 565 - General Obligation Bond 1978					**TOTALS:**	**22.76**	**0.00**	**22.76**
Fund: 569 - Pond 3 Lining- I&I Repair								
76401	1	02/01/2013	CR	569-000-1000		101,869.00	0.00	101,869.00
02/01/2013		Daily Totals				**101,869.00**	**0.00**	**101,869.00**
75932	1	02/13/2013	CR	569-000-1000		227,671.32	0.00	227,671.32
75932	3	02/13/2013	CR	569-000-1000		34,879.68	0.00	34,879.68
02/13/2013		Daily Totals				**262,551.00**	**0.00**	**262,551.00**
Fund: 569 - Pond 3 Lining- I&I Repair					**TOTALS:**	**364,420.00**	**0.00**	**364,420.00**
					GRAND TOTALS:	**521,011.72**	**1,076.50**	**519,935.22**

Limited to include: JE Types of: CR

REPORT TO COLFAX CITY COUNCIL

CITY OF COLFAX

Agenda Item No.
7C

COUNCIL MEETING OF March 27, 2013

To:	Honorable Mayor and Members of the City Council
From:	Bruce Kranz, City Manager
Date:	March 22, 2013
Subject:	Consideration of Adoption of Resolution No. 17-2013: A Resolution Of The City Council Of The City Of Colfax Approving And Authorizing The City Manager To Execute A Memorandum Of Understanding For Parcel Base GIS and approving the purchase of software to access the data Placer County is sharing with the City in the amount of $1500.00

Recommended Action: Adopt Resolution No. 17-2013 and Approve expenditure for software

ISSUE STATEMENT AND DISCUSSION:

Placer County and the City of Colfax have a mutual interest in developing and maintaining accurate and current geographic information which will improve the efficiency and effectiveness of local government. The attached agreement will allow a cooperative arrangement for the coordination and sharing of certain GIS parcel base data. The City will share Property Site Addresses, Zoning, Building Permit Activity, Business License Activity and Digital Recorded Map Images with Placer County monthly. And in exchange, the County will provide access to parcel base data for the surrounding area including, but not limited to, contact information, zoning, tax zones, parks, fire districts, school districts, county roads, special districts, demographics, geotechnical, etc. Placer County will update their GIS system noting all map changes and public data elements to the City of Colfax.

FINANCIAL AND/OR POLICY IMPLICATIONS:

$1500.00 for the software to access data from the Placer County GIS system, the Community Development Resources Agency (CDRA) GIS system, the SACOG GIS system, and others.

City of Colfax

RESOLUTION NO. 17-2013

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE
A MEMORANDUM OF UNDERSTANDING FOR PARCEL BASE GIS

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

Section 1. The City Council of the City of Colfax hereby approves and authorizes the City Manager to execute a Memorandum of Understanding for parcel base GIS update and maintenance with County of Placer in the form attached hereto as Exhibit A and by this reference incorporated herein.

PASSED AND ADOPTED this 27th day of March 2013, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Donna L. Barkle, Mayor

ATTEST:

_____
Karen Pierce, City Clerk

MEMORANDUM OF UNDERSTANDING
Between The County of Placer and The City of Colfax
For Parcel Base GIS Update and Maintenance

This memorandum of understanding (hereinafter "MOU") is entered into this 27th day of March, 2013 between the County of Placer, a political subdivision of the State of California (hereinafter "PLACER") and the City of COLFAX, a municipal corporation (hereinafter "COLFAX").

I.
RECITALS

WHEREAS, California Government Code Section 6502, et seq. authorizes public entities, including counties and cities to enter into agreements for their mutual benefit; and

WHEREAS, PLACER and COLFAX (hereafter referred to collectively as the "Parties", or each individually as a "Party") have a mutual interest in developing and maintaining accurate and current geographic information about PLACER and COLFAX; and

WHEREAS, PLACER and COLFAX recognize that a county-wide Geographic Information System (hereinafter "GIS") will benefit the citizens of PLACER and COLFAX by improving the efficiency and effectiveness of local government; and

WHEREAS, the purpose of this MOU is to memorialize an agreement and understanding of the Parties hereto with respect to the roles and responsibilities concerning maintenance of the parcel base geographic information system (hereinafter referred to "Parcel GIS") within the city limits of COLFAX; and

WHEREAS, PLACER has a county-wide GIS parcel base ("County GIS"), which is being maintained and updated by the PLACER County Assessor ("PLACER Assessor"); and

WHERAS, the Parties believe it to be in their best interest, as well as the public's best interest to enter into a cooperative arrangement for the coordination and sharing of certain GIS parcel base data that avoids duplication of maintenance and update activities; and

NOW THEREFORE, in consideration of the mutual promises of performance set forth herein, the Parties agree as follows:

II.
UPDATE RESPONSIBILITIES DEFINED

1. **Parcel Base/Parcel Line and Polygon maintenance and update:** The PLACER Assessor will update all parcel lines and polygons within the city limits of COLFAX on the County GIS.

2. **Assessor Parcel Number (APN) maintenance and update** Based on all updates and changes to the County GIS the PLACER Assessor will create and enter all new APNs associated with any updates

III.
FREQUENCY/METHOD OF DATA EXCHANGE DEFINED

1. COLFAX will provide, when available in electronic format the following updates to the Assessor each month, by way of the COUNTY file transfer protocol (FTP) site. The updates will be posted and available to the Assessor by the fifth of each month.
   a. Property Situs Addresses,
   b. Zoning,
   c. Building Permit Activity,
   d. Business License Activity, and
   e. Digital Recorded Map Images.

2. PLACER will provide the following updates to COLFAX each month, by way of the COUNTY FTP site. The updates will be posted and available to COLFAX by the fifth of each month.
   a. COLFAX and surrounding sphere of influence area map changes and
   b. COLFAX and surrounding sphere of influence area public data elements from the Assessment Roll.

3. PLACER and COLFAX agree not to post to their respective Internet websites or share with third parties property owner names and/or mailing addresses received from the Assessor Property System Database, as required by statutes of confidentiality contained in Government Code Section 6254.21.

IV.
ADDITIONAL AGREEMENTS

1. **Cost Sharing:** PLACER will be responsible for all costs arising out of update and transmission responsibilities as defined in Sections II and III of this MOU. COLFAX will be responsible for all costs arising out of update and transmission responsibilities as defined in Sections II and III of this MOU.

2. **Statement of Intent:** The Parties intend to have PLACER assume responsibility of Parcel GIS maintenance and update for a continuous Parcel GIS layer for PLACER unincorporated area and COLFAX city limits.

3. **Resolutions of disagreements:** In the event that either Party is dissatisfied with this MOU, that Party shall give written notice to the other Party pursuant to IV.12 of this MOU. The Parties agree to meet within thirty (30) business days of receipt of written notice to resolve the problem. In the event the Parties are unable reach resolution, the matter shall be referred to the PLACER CEO and COLFAX City Manager.

4. **Hold Harmless and Indemnification:** COLFAX hereby agrees to protect, defend, indemnify, and hold PLACER free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of PLACER) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the MOU. COLFAX agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of COLFAX. COLFAX also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against COLFAX or PLACER or to enlarge in any way COLFAX'S liability but is intended solely to provide for indemnification of PLACER from liability for damages or injuries to third persons or property arising from COLFAX'S performance pursuant to this MOU. Likewise, PLACER hereby agrees to protect, defend, indemnify, and hold COLFAX free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by COLFAX arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of COLFAX) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the MOU. PLACER agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of PLACER. PLACER also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against PLACER or COLFAX or to enlarge in any way PLACER'S liability but is intended solely to provide for indemnification of COLFAX from liability for damages or injuries to third

persons or property arising from PLACER'S performance pursuant to this MOU.

5. **Insurance:**

a. Certificate of Insurance: COLFAX shall file with PLACER concurrently with execution of this MOU a Certificate of Insurance, in companies acceptable to PLACER. Likewise, PLACER shall file with COLFAX concurrently with execution of this MOU a Certificate of Insurance, in companies acceptable to COLFAX.

b. Worker's Compensation and Employers Liability Insurance: Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's general liability insurance shall be provided in amounts not less than one million dollars ($1,000,000) each accident for bodily injury by accident, one million dollars ($1,000,000) policy limit for bodily injury by disease, and one million dollars ($1,000,000) each employee for bodily injury by disease. The parties each acknowledge that the other is self-insured up to a retention amount. Each party shall list the other as an additional insured.

If there is an exposure of injury to COLFAX'S or PLACER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

COLFAX'S Worker's Compensation policy shall be endorsed with the following specific language: "Cancellation Notice: This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Placer."

PLACER'S Worker's Compensation policy shall be endorsed with the following specific language: "Cancellation Notice: This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the City of Colfax."

6. **Term of MOU:** This MOU shall be effective as of the date signed by the authorized representative of the Parties and shall remain in effect until termination has been agreed upon by both Parties.

7. **Amendments:** Any amendments to this MOU must be in writing, executed by both Parties, and approved by COLFAX City Council and PLACER Board of Supervisors.

8. **Annexations/Detachment/Sphere of Influence Changes:** Any adjustments to the COLFAX Sphere of Influence area will automatically include/exclude

all properties affected by the boundary change. This shall take place upon the effective date of approval by the appropriate governing body.

9. **General Provisions:**

   a. Each Party understands and agrees that there is no agency relationship between the Parties. It is further understood and agreed by the Parties that the employees of each party shall continue to be entirely and exclusively under the directions, supervision and control of the employing party.

   b. As used in this MOU, the term PLACER means Placer County or its officers, agents, employees, volunteers and elected or appointment officials. Likewise, the term COLFAX means the City of COLFAX or its officers, agents, employees, volunteers and elected or appointed officials.

10. **Termination:** Any Party may terminate all obligations and duties agreed to in this MOU by providing to the other Party not less that 120 days advance written notice of termination prior to each fiscal year.

11. **Legitimate Governmental Use of Data:** A Party may only use the data supplied by the other Party solely for legitimate governmental uses and purposes.

12. **Notice:** Any notice required to be given by either Party, or which either Party may wish to give, shall be in writing and shall be given to the Party at its address or facsimile number set forth below, or such other address or facsimile number as the Party may later specify for that purpose by notice to the other Party. Each notice shall, for all purposes, be deemed given and received:

    (1) If given by facsimile, when the facsimile is transmitted to the Party's facsimile number specified below and confirmation of complete receipt is received by the transmitting Party during normal business hours or on the next business day if not confirmed during normal business hours;

    (2) If hand-delivered to a Party against receipted copy, when the copy of Notice is receipted;

    (3) If given by a nationally-recognized and reputable overnight delivery service, the day on which the Notice is actually received by the Party; or;

    (4) If given by any other means, or if given by certified mail, return receipt requested, postage prepaid, two business days after it is posted with the United States Postal Service, at the address of the Party specified below:

COLFAX : City of COLFAX
PO Box 702
33 S. Main St.
Colfax, CA 95713
Phone: (530) 346-2313
Fax: (530) 346-6214

PLACER: Community Resource Development Agency
3091 County Center Dr.
Auburn, CA 95603
Phone: 530-745-3000
Fax: 530-745-3080

Or to such other place as party shall designate by written notice.

13. **Entire Agreement:** This MOU sets forth the entire agreement among the parties and supersedes all other oral or written representations.

14. **Disclaimer of Liability:** No Party is liable to any other Party for loss or inaccuracy of GIS data. Each Party is encouraged to have current backup storage for all complied GIS data and other relevant information. Further, no Party is liable to any other Party for any damage to information or equipment that results from the transfer of data from one medium to another.
Each Party shall each hold each other harmless for any incidental, consequential or special damages arising out of the use, or the inability to use any data (including without limitation, loss of use, time or data, inconvenience, commercial loss, lost profits or savings or the cost of computer equipment or software).

Each Party accepts the GIS data "as is", with no guarantee or warranty of accuracy, currency, completeness, or fitness for any use. No oral or written information, or advice given by either Party, shall be construed as a warranty, express or implied. While all due efforts will be made to assure that the data conforms to documented specifications of accuracy and completeness, no Party will make demands on the other if errors or omissions are found.

IN WITNESS WHEREOF, the City of COLFAX, a municipal corporation, has authorized the execution of this MOU in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. 17-2013, adopted by the Council of the City of COLFAX on the 27th day of March, 2013, and PLACER has caused this MOU to be executed.

CITY OF COLFAX, a municipal corporation

Bruce Kranz
City Manager

ATTEST:

Karen Pierce
City Clerk

APPROVED AS TO FORM:

City Attorney

COUNTY OF PLACER COUNTY, a political subdivision of the State of California

Chairman
Board of Supervisors

ATTEST:

Clerk of the Board

PLACER COUNTY ASSESSOR

Kristen Spears
County Assessor

APPROVED AS TO FORM:

Brian Wirtz
Deputy County Counsel

REPORT TO COLFAX CITY COUNCIL

CITY OF COLFAX

Agenda Item No.
7D

COUNCIL MEETING OF March 27, 2013

To:	Honorable Mayor and Members of the City Council
From:	Bruce Kranz, City Manager
Prepared By:	Alan Mitchell, City Engineer
Date:	March 21, 2013
Subject:	Consideration of Adoption of Resolution No. 18-2013: A Resolution Of The City Of Colfax Authorizing The City Manager To Execute A Sales Agreement With Sportafence Marketing Enterprises, LLC, For Purchase Of A Non-Wheeled, Staked Portable Outfield Fence System For The Prop 40 Project No. 12-03 At The Regional Park in the amount of $16,745

Recommended Action: Adopt Resolution No. 18-2013

ISSUE STATEMENT AND DISCUSSION: The City of Colfax received Prop. 40 Per Capita Grant Program funds to renovate the lighting and electrical system, and replace the fence and backstop of the Little League ballfield at the Colfax Regional Park. The contract for the lighting and electrical work was issued previously. The contract for the backstop and other fencing will be executed shortly. Based on the costs associated with these improvements, Prop. 40 funds may be available to supplement Little League funds, to purchase a portable outfield fence system.

In October 2012, SportaFence demonstrated their 5-foot tall non-wheeled portable outfield fence for the City and Sierra Foothill Little League (SFLL). The product was developed for use on natural turf fields. The fence is staked into the ground and is easily moved to adjust to specific field dimensions. The fence system comes in 10 foot heavy-duty chain link panels that can be moved by two people and stored when not in-use. The 10-foot panels are secured together by pins, to form one continuous outfield fence. A couple pictures are attached for reference.

The portable fencing system was developed after a qualifications-based selection process for the City of Woodland back in 2008. The City has completed an award winning, environmentally sensitive, state-of-art Sports Park Facility, which included four lighted synthetic turf combination softball/soccer fields, and a dedicated lighted synthetic soccer field. Once operational, the city began shopping for a heavy-duty, durable fence that could quickly and easily be setup for varying sport events. A broad search was conducted for a fence that could be used on a synthetic turf field, as well as, a product that could serve other purposes. Not finding anything available after an exhaustive search, the City issued an RFP and S&S Fence Company out of Sacramento prepared a prototype that was selected. The portable fence has been in-use on three of the fields in Woodland, and is now used by public agencies, colleges, little leagues, and sports organizations throughout the U.S. SportaFence was established, which added sales and marketing to the successful product line of S&S Fence, and they received a Patent on the portable fence system.

The current ballfield at Colfax Regional Park has a permanent outfield fence, which is adjacent to the Play Structure, and provides a fence that is appropriate for adult softball. The SFLL Board has always wanted an outfield fence that was appropriate for Little League play, but they were concerned with a permanent fence and the conflict with the annual softball tournament, and the offseason use by Junior Falcon football for practices. The use of the SportaFence portable fence addresses this need, and provides the flexibility to accommodate other uses. Also, the City and SFLL have discussed removing the majority of the existing outfield fence, to open up the area as green space for the park. The Little League Board will use volunteers to demo the existing fence. The tall fence and screen adjacent to the Play Structure will remain, to protect users from fly balls.

Staff discussed this procurement with the City Attorney, and he is comfortable with the City purchasing the SportaFence non-wheeled, staked outfield fence system as proposed.

Approximate delivery and installation is 6-8 weeks from order.

ALTERNATIVES: None recommended by staff.

FINANCIAL AND/OR POLICY IMPLICATIONS: The City received a quote from SportaFence in the amount of $16,745 for thirty-five 10'x5' panels, and installation of the in-ground sleeves. The cost will be funded from the Prop. 40 Grant ($11,475) and a contribution from SFLL ($5,000).

There is potential for additional costs for the ballfield lighting project, due to the contractor encountering rock while digging. The main concern will be with digging deep holes for the pole foundations, which may require special equipment. Since the lighting is the top priority for the field, Prop. 40 funds will be applied to any added cost to complete that project, which may not leave enough funds for the portable fencing. The digging should be completed within the next two weeks, so staff will know more then. Once staff feels comfortable the Prop. 40 funds are available for the portable fence, the City manager will execute the Sales Agreement with SportaFence, and request funds from SFLL.

Attachments: Resolution
Quote and Sales Conditions
Product Photos

City of Colfax

Resolution No. 18-2013

A RESOLUTION OF THE CITY OF COLFAX AUTHORIZING THE CITY MANAGER TO EXECUTE A SALES AGREEMENT WITH SPORTAFENCE MARKETING ENTERPRISES, LLC, FOR PURCHASE OF A NON-WHEELED, STAKED PORTABLE OUTFIELD FENCE SYSTEM FOR THE PROP 40 PROJECT AT THE REGIONAL PARK.

WHEREAS, the City of Colfax was granted Prop. 40 funds to improve the fencing on the Little League field at the Colfax Regional Park (the "Project"); and

WHEREAS, the ballfield at Colfax Regional Park has a permanent outfield fence for adult softball; and

WHEREAS, the City and Sierra Foothill Little League (SFLL) desire a portable outfield fence to be used for Little League play, which can be moved to accommodate softball play and local youth football practices; and

WHEREAS, SportaFence provides a patented state of the art, safe and durable, portable chain link fence that is used throughout the U.S. for sports fields and multipurpose use; and

WHEREAS, the City desires to purchase the SportaFence non-wheeled, staked outfield fence system for the Project; and

WHEREAS, the City Council of the City of Colfax, has considered the purchase of the SportaFence system and finds it to be in the best interest of the City.

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

1. The City Manager is hereby authorized for and on behalf of the City to execute a Sales Agreement for the purchase of ball field fencing with SportaFence Marketing Enterprises, LLC, in the form attached to this Resolution in an amount not to exceed $ 16,745.
2. The City Manager is hereby authorized to appropriate and expend funds in an amount not to exceed $ 16,745 to pay the expenditures authorized by this Resolution.
3. The City Manager is authorized to sign and deliver any and all requests and other documents needed to complete the purchase and installation of the fencing authorized by this Resolution.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the 27th day of March, 2013 by the following roll call vote of the Council.

Ayes:
Noes:
Absent:
Abstain:

_____
Donna L. Barkle, Mayor

ATTEST: _____
Karen Pierce, City Clerk

ASA SALES QUOTE

SportaFence Marketing Enterprises
Dan Gentry, President
7485 Rush River Drive, Suite 710-316
Sacramento, CA 95831
(916) 707-1113
dgentry@sportafence.com

Quote NO 1020 - B
DATE March 12, 2013
CUSTOMER ID 186

TO
Alan L. Mitchell, P.E., Project Manager
City of Colfax
P.O. Box 702 - 33 S. Main Street
Colfax, CA 95713
(530) 668-5883 - c (530) 681.0553
alan.mitchell@ponticelloinc.com

SHIP TO
Need:
1. Delivery address
2. Delivery contact person
3. Delivery contact person's cell number
4. Any delivery restrictions?

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	EST. DUE DATE
Dan Gentry	City of Colfax	Ground		TBD	100% payment at completion and installed by the factory	1000% = TBD

QTY	ITEM #	DESCRIPTION	UNIT PRICE	No Upgrades	LINE TOTAL w/o Upgrade
35	107	SportaFence non-wheeled staked system 5' X 10' Portable Fence Sections	$ 360.00		$ 12,600.00
Note: The standard non-wheeled fencing system comes with 9-gauage galvanized steel wire and no yellow safety topper. Both of these items are available as an upgrade on this system: 1. Coated (green or black) wire upgrade cost $50 per panel. 2. Yellow safety topper cost $25 per panel.					$ -
				$ -	$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
Delivery Time: Approximately 6-8 weeks from time of order. Order will be place as soon as a Purchas Order is received. Final payment ispaid 10 days net. The Factory will make every effort to compete and ship the order sooner than the 6-8 weeks, but cannot guarantee an early completion date at this time.					$ -
				Set-up charge to sleeve the system in concrete	$ 3,200.00
				SUBTOTAL	$ 15,800.00
				SALES TAX 7.5%	945.00
				EST. DELIVERY CHARGE FOR ONE SYSTEM	Waived
				TOTAL	$ 16,745.00

Note: Since the City of Colfax allowed SportaFence to set-up their new non-wheeled staked product at the Sports Park the $1,200 shipping charge will be waived. The set-up charge is to drill and concrete the sleeve in the ground for the staked system.

Make all checks payable to SportaFence Marketing Enterprises LLC

Quote is good for 30 day!

SALES CONDITIONS

PAYMENT. Payment shall be made to SportaFence Marketing Enterprises, LLC, 7485 Rush River Drive, Suite 710-316, Sacramento, CA, 95831. Final payment of **($16,745)** is due 10 days net after delivery, installation and the product is accepted: ***SportaFence Marketing Enterprises, LLC, 7485 Rush River Drive, Suite 710-316, Sacramento, CA 95831.***

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 21.00 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Buyer shall pay all costs of collection, including without limitation, reasonable attomey fees.

In addition to any other right or remedy provided by law, if the Buyer fails to pay for the Goods when due, the Seller at its option may treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

DELIVERY. Time is of the essence in the performance of this Contract. Seller will arrange for delivery to Buyer. Delivery shall be completed by **May 8, 2013** or as soon as possible.

PAYMENT OF TAXES. Buyer agrees to pay all taxes of every description, federal, state, and municipal, that arise as a result of this sale, excluding income taxes.

WARRANTIES. Seller The manufacture provides a 12 month unlimited and 60 month limited warranty. See warranty certificate for detailed warranty information. The Seller makes no warranties, expressed or implied, except as specifically stated above.

INSPECTION. The Buyer, upon receiving possession of the Goods, shall have a reasonable opportunity to inspect the Goods to determine if the Goods conform to the requirements of the conditions of this sale. If the Buyer, in good faith, determines that all or a portion of the Goods are non-conforming, the Buyer may return the Goods to the Seller as specified in the conditions of the manufacturer's warranty.

REMEDIES ON DEFAULT. In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Sale (including without limitation the failure to make a monetary payment when due), the other party may elect to cancel this Sale if the default is not cured within 10 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default.

FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures.

The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

BUYER UNDERSTANDING: Buyer understands that sports activities are inherently dangerous and individuals can be injured playing activities that are supported by the SportaFence product. **Buyer shall use the product only for its intended use (i.e. to support sporting activities such as baseball, softball, soccer, special events, etc.). Buyer represents and warrants to SportaFence that City of Colfax shall not use the product other than for its intended use(s).**

APPLICABLE LAW. This Sales Agreement shall be governed by the laws of the State of California.

Buyer: City of Colfax, City Manager Bruce Kranz
33 S. Main Street, Colfax, CA 95713

By: _____ Date: _____

Sales Agent: Dan Gentry, President SportaFence Marketing Enterprises
7485 Rush River Drive, Suite 710-316, Sacramento, CA 95831

By: *Dan Gentry* Date: March 14, 2013

Manufacture: Gary Siewert, President SportaFence Inc.
7448 Reese Road, Sacramento, CA 95828

By: *Gary Siewert* Date: March 14, 2013

REPORT TO COLFAX CITY COUNCIL

CITY OF COLFAX

Agenda Item No.

10 A

COUNCIL MEETING OF March 27, 2013

To:	Honorable Mayor and Members of the City Council
From:	Bruce Kranz, City Manager
Prepared By:	Alan Mitchell, City Engineer
Date:	March 21, 2013
Subject:	Consideration of Adoption of Resolution No. 19-2013: A Resolution Of The City Council Of The City Of Colfax Authorizing City Manager To Execute A Construction Contract With Miracle Construction Inc., DBA Miracle Playsystems, For The Water Splash Play Area, Project No 12-02 in the amount of $123,852

Recommended Action: Adopt Resolution No. 19-2013

ISSUE STATEMENT AND DISCUSSION: The City of Colfax received Prop. 40 Per Capita Grant Program funds and a Parks Grant from Placer County, to construct a Water Splash Park on a portion of the pool property at the Colfax Regional Park. The project consists of splash play equipment with concrete pad, and miscellaneous plumbing, electrical, and site work, which includes a shade structure, two picnic tables (one accessible), one bench, water service for new grass area (City is to provide the grass and irrigation), concrete drain box for non-season flows into storm drain, chain link fence, and additional concrete below shade structure.

The City Engineer prepared and issued a Request for Proposals on September 26, 2012, to solicit proposals from qualified teams to deliver a turn-key project to the City for the installation of the new splash play area. On October 11th a mandatory pre-proposal meeting was held to inspect the site with the contractors, and to discuss project-specifics. On November 29th the City received three Proposals: Miracle Playsystems, California Waterscape, and Blanchard Construction.

A panel consisting of Bruce Kranz – City Manager, Gabe Armstrong – Community Services Director, and Alan Mitchell – City Engineer reviewed the Proposals, using the following criteria:

1. Adequately satisfy the city of team's expertise in executing the proposed project.
2. Pricing of overall project.
3. Ability to provide the services in accordance with the proposed schedule.
4. Proposed layout of splash play/pad area.

Based on the review, the three panel members ranked the three teams in the following order (price shown):

1. Miracle Playsystems ($105,704)
2. California Waterscape ($105,270)
3. Blanchard Construction ($125,043)

Based on the Proposals, the panelists agreed that Miracle Playsystems would provide the most qualified and cost-effective team. Please note that Miracle's license was expired at the time of proposing, but it is active and valid at the time of the award. Although the construction contract is with Miracle, Playgrounds Unlimited is the licensed general contractor included in Miracle's proposal and will perform the installation of equipment and materials. Miracle will supply the equipment and materials for the Splash Park, in conformance with their Proposal. In other words, staff's recommendation is for the Council to award the contract to Miracle consistent with Miracle's proposal.

Staff met with representatives of Miracle and discussed the site, and agreed that additional work could be afforded within the budget, to provide accessibility, and break-out areas for families to sit, eat and play. Miracle revised their proposal to include the additional work described above. The improvements are shown on the attached Site Plan. With the added amenities, the contract amount is $123,852, which is well within the original budget amount of $130,000. A rendering of the proposed play elements is also attached.

Staff recommends Council approval of Resolution No. 19-2013, authorizing the City Manager to execute a construction contract with Miracle Construction Inc., dba Miracle Playsystems, in the amount of $123,852.

The proposed schedule shows completion within 10 weeks, but weather could be a factor in the installation of the equipment and site amenities.

ALTERNATIVES: None recommended by staff.

FINANCIAL AND/OR POLICY IMPLICATIONS: Contract costs are funded from the Prop. 40 Grant ($40,000) and Placer County Parks Grant ($100,000). The balance of funds will cover in-house administrative costs, site inspection, and permitting.

Attachments: Resolution
Contract
Splash Play Site Plan and Equipment Rendering

CITY OF COLFAX

RESOLUTION NO. 19-2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX AUTHORIZING CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH MIRACLE CONSTRUCTION INC., DBA MIRACLE PLAYSYSTEMS, FOR THE WATER SPLASH PLAY AREA, PROJECT NO 12-02

WHEREAS, the City of Colfax received Prop. 40 Per Capita Grant Program funds, and Placer County Park Dedication Fees, to construct a Water Splash Park on a portion of the pool property at the Colfax Regional Park, and;

WHEREAS, the City Engineer issued a Request for Proposals on September 26, 2012 to solicit proposals from qualified teams to deliver a turn-key project to the city for installation of a new Water Splash play area; and,

WHEREAS, On November 29, 2012, the city received three responses that were reviewed and scored by staff; and,

WHEREAS, based on staff's review, Miracle Construction, Inc, dba Miracle Playsystems ("Miracle") was ranked as the best, most cost effective proposal; and,

WHEREAS, although Miracle's contractor license was not active when it submitted its proposal, its license has since been reactivated.

WHEREAS, Playgrounds Unlimited is the construction contractor identified in Miracle's proposal for installation of equipment supplied by Miracle on the project; and

WHEREAS, Playgrounds Unlimited is and at all times relevant to this project has been a contractor duly licensed by the State of California to perform the construction work on this project; and

WHEREAS, although Miracle is a contractor duly licensed by the State of California to perform the construction on this project, Miracle will not do so because Playgrounds Unlimited will; and

WHEREAS, the Council finds and determines, based on all evidence in the record before it, that there were no irregularities in Miracle's proposal or, to the extent there were, all such irregularities were minor and are hereby waived.

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

1. The foregoing recitals are true and correct statements of fact and are incorporated into this resolution.
2. The City Council hereby authorizes the City Manager to execute a contract with Miracle Construction Inc., dba Miracle Playsystems, for the Water Splash Play area, Project No. 12-02, in an amount not to exceed $123,852 provided that Playgrounds Unlimited shall be the construction contractor on said project consistent with Miracle's proposal.
3. The City Manager is hereby authorized to appropriate and encumber funds in an amount not to exceed $123,852.00 to pay for all expenses related to this project, to pay all valid invoices and to sign such other documents as may be necessary to satisfactorily complete said project.

PASSED AND ADOPTED, this 27th day of March, 2013, by the City Council of the City of Colfax, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Donna L. Barkle, Mayor

ATTEST:

_____
Karen Pierce, City Clerk

CONTRACT NO. 12-02.01

CITY OF COLFAX,
CALIFORNIA

CONSTRUCTION CONTRACT

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

ARTICLE 1: SCOPE OF WORK

1.1. CONTRACTOR agrees to furnish all work, labor, tools, materials, transportation, equipment, services and other means of construction necessary to perform and complete in a good and workmanlike manner, those certain improvements as called for, and in the manner designated in, and in strict conformity with Contract No. 12-02.01 entitled: Colfax Regional Park Splash Play Area, (hereinafter "PROJECT"), in compliance with the Contract Documents as described in Article 3.

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

ARTICLE 2: CONTRACT PRICE

The CITY agrees to pay and the CONTRACTOR agrees to accept, in full payment for the work above agreed to be done, the sum of One-Hundred Twenty-Three-Thousand Eight-Hundred Fifty-Two dollars ($123,552) subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3: CONTRACT DOCUMENTS

3.1. The complete Contract consists of the following documents, to wit:
Public Notice
Request for Proposals and Addenda
Construction Contract
Project Plans and Permit
Placer County General Specifications, dated August 2005
Applicable Building Codes

Equipment Rental Rates and General Prevailing Wage Rates of the State of California
Executed Payment Bond
Executed Performance Bond

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

ARTICLE 4: TIME FOR PERFORMANCE - LIQUIDATED DAMAGES

4.1. The Commencement date of the Contract for determination of the time for completion shall be the date CONTRACTOR is directed to proceed by the City, as stated in the Notice to Proceed and the Special Provisions. The CONTRACTOR shall complete all work required by the Contract within Sixty-Five (65) Calendar Days after said commencement date, as adjusted and provided for in the Contract Documents.

4.2. In the event CONTRACTOR does not complete all work required by the Contract within the time specified above, liquidated damages shall be imposed upon the CONTRACTOR. CONTRACTOR agrees that if all the work called for under this Contract in all parts and requirements is not completed within the performance time period set forth above, damage will be sustained by CITY. As it is and will be impracticable to ascertain and determine the actual damage the CITY will sustain, CONTRACTOR agrees to pay to CITY Two-Hundred dollars ($200) per calendar day for each and every day(s) delay in finishing the work in excess of the working days described. CONTRACTOR further agrees that CITY may deduct the amount of these damages from any moneys due or that may become due the CONTRACTOR under this Contract. To the extent appropriate, as determined by CITY in its sole discretion, CITY shall administer this Article in accordance with the California Department of Transportation Standard Specifications Section 8-1.07 Liquidated Damages, dated May 2006.

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

ARTICLE 5: INDEMNITY & HOLD HARMLESS

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

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

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

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

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

ARTICLE 6: INSURANCE

6.1. Throughout the period of this agreement, the CONTRACTOR shall provide the following minimum insurance coverage as listed below. CONTRACTOR shall file with CITY a certificate(s) of Insurance, in a form acceptable to CITY, at the time of execution of this agreement. The insurance company must be acceptable to CITY, with a Best's Rating of no less than A:VII. Documentation of such rating acceptable to the CITY shall be provided at the same time Insurance Certificates are submitted.

6.2. In the event any of the required policies are canceled prior to the completion of the project and the CONTRACTOR does not furnish a new certificate(s) of insurance prior to cancellation, the CITY may obtain the required insurance and deduct the premium(s) from Contract monies due the CONTRACTOR.

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

6.3.a. The CONTRACTOR shall maintain adequate Workers' Compensation Insurance under the Laws of the State of California. CONTRACTOR shall fully comply with the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, before commencing the performance of the work.

6.3.b. By CONTRACTOR's signature hereunder, CONTRACTOR certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and he/she will comply with such provisions before commencing the performance of this Contract.

6.3.c. If such insurance is underwritten by any agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

6.3.d. CONTRACTOR shall require all subcontractors to maintain adequate Workers' Compensation Insurance. Certificates of such Workers' Compensation shall be filed forthwith with the CITY upon demand.

6.3.e. Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than the following:

- One Million dollars ($1,000,000) each accident for bodily injury by accident
- One Million dollars ($1,000,000) policy limit for bodily injury by disease
- One Million dollars ($1,000,000) each employee for bodily injury by disease

6.3.f. If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

6.3.g. Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the City of Colfax."

6.3.h. Contractor shall require all Subcontractors to maintain adequate Worker's Compensation insurance. Certificates of Works' Compensation shall be filed forthwith with the City upon demand.

6.4. **GENERAL LIABILITY INSURANCE:**

6.4.a. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR,

providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for: premises, operations; products and completed operations; contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; broad form property damage (including completed operations); explosion, collapse, and underground hazards; personal injury liability.

6.4.b. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract. One of the following forms is required: Comprehensive General Liability; Commercial General Liability (Occurrence); or Commercial General Liability (Claims Made).

6.4.c. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal Injury Liability of:

- Two million dollars ($2,000,000) each occurrence
- Two million dollars ($2,000,000) aggregate

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

1. The limits of liability shall not be less than:

- Two million dollars ($2,000,000) each occurrence (combined single limit for bodily injury and property damage)
- Two million dollars ($2,000,000) for Personal Injury Liability
- Two million dollars ($2,000,000) for Products-Completed Operations
- Two million dollars ($2,000,000) General Aggregate

2. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be three million dollars ($3,000,000).

6.4.e. **SPECIAL CLAIMS MADE POLICY FORM PROVISIONS:**

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of CITY, which consent, if given, shall be subject to the following conditions:

1. The limits of liability shall not be less than:

   - Two million dollars ($2,000,000) each occurrence (combined single limit for bodily injury and property damage)
   - Two million dollars ($2,000,000) for Personal Injury Liability
   - Two million dollars ($2,000,000) aggregate for Products Completed Operations
   - Two million dollars ($2,000,000) General Aggregate

2. The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to six (6) months following the completion of the Contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a Claims Made Policy.

6.5. **CONFORMITY OF COVERAGES:**

6.5.a. If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies if approved by the CITY as noted above. In no case shall the types of coverages be different.

6.6. **ADDITIONAL REQUIREMENTS:**

6.6.a. Premium Payments: The insurance companies shall have no recourse against the CITY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

6.6.b. Policy Deductibles: The CONTRACTOR shall be responsible for all deductibles in all of CONTRACTOR'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to CITY'S approval.

6.6.c. CONTRACTOR'S Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

6.6.d. Material Breach: Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this

section, shall constitute a material breach of the entire agreement.

6.7. **ENDORSEMENTS:**

6.7.a. Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

"The City of Colfax, and additional insureds (including, State of California, California Regional Water Quality Control Board) and their officers, agents, outside parties hired to inspect and/or design the work, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

"The insurance provided by the CONTRACTOR, including any excess liability or umbrella form coverage, is primary coverage to the City of Colfax and additional insureds, with respect to any insurance or self-insurance programs maintained by the City of Colfax and additional insureds, and no insurance held or owned by the City of Colfax and additional insureds shall be called upon to contribute to a loss."

"This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the City of Colfax."

6.8. **AUTOMOBILE LIABILITY INSURANCE:**

6.8.a. CONTRACTOR shall provide Automobile Liability insurance covering bodily injury and property damage in an amount no less than two million dollars ($2,000,000) combined single limit for each occurrence.

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

ARTICLE 7: PRECEDENCE IN CONFLICTING DOCUMENTS

7.1. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said CONTRACTOR, then this instrument shall control and nothing herein shall be considered as acceptance of the said terms of said proposal conflicting herewith.

ARTICLE 8: BOND REQUIREMENTS

8.1. CONTRACTOR shall furnish a Labor and Materials Bond and a Faithful Performance Bond, each in the full amount of the Contract (all hereinafter collectively referred to as "Bonds") on the forms provided by the CITY. CITY shall retain the Performance Bond until the date of the CITY'S acceptance of the work.

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

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

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

ARTICLE 9: COMPLIANCE WITH LAWS

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

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

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

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

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

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

ARTICLE 10: PROGRESS SCHEDULE

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

10.2. Not Used

10.3. Not Used

ARTICLE 11: PROMPT PAYMENT PROVISIONS

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

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

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

ARTICLE 12: ANTITRUST CLAIM ASSIGNMENT

12.1. In entering into a Public Works contract or a subcontract to supply goods, services, or materials pursuant this Contract, the CONTRACTOR and all subcontractors shall offer and agree to assign to CITY all rights, title, and interest in and to all causes of action it

may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment shall be made and become effective at the time the CITY tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE 13: STATE PREVAILING WAGES

13.1. CONTRACTOR acknowledges that he/she has examined the prevailing rate of per diem wages as established by the California Director of Industrial Relations (hereinafter "prevailing wages"). The CONTRACTOR agrees to pay workers not less than the applicable "prevailing wage," as set forth in these requirements and Labor Code section 1770 et seq. CONTRACTOR agrees specifically to comply with the provisions of Labor Code sections 1720, 1773.3, 1776, and 1777.5, as well as Section 7-1.01A of the Department of Transportation Standard Specifications and these Contract Documents.

ARTICLE 14: SEVERABILITY.

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

ARTICLE 15: COMPLETE AGREEMENT

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

ARTICLE 16: INTERPRETATION

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

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

ARTICLE 17: BID ITEMS

Splash Park Equipment with Concrete Pad/Installation		$75,382
Misc. Plumbing and Electrical		$4,250
Site Work		$44,220
	Total:	$123,852

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

APPROVED AS TO PROCEDURE

By:_____
Bruce Kranz, City Manager

Date:_____

APPROVED AS TO FORM

By: _____
City Attorney, City of Colfax

Date: _____

"CITY"
CITY OF COLFAX

By: _____
Donna Barkle, Mayor
City of Colfax

Date: _____

Award of Contract No. 12-02.01
By the City Council: 3/27/13

"CONTRACTOR"
(Type full legal name of contractor, entity type, state of organization here)

_____
COMPANY NAME

By: _____
Officer Signature # 1
(Signature Notarized)

By: _____
Print Name and Title
Date: _____

By: _____
Signature # 2
(Signature Notarized)
By: _____
Print Name and Title
Date: _____
Licensed in accordance with an act providing for the registration of Contractors, Contractors License Number: _____

_____
Federal Employer Identification Number

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

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

CERTIFICATION

LABOR CODE SECTION 1861

STATE OF CALIFORNIA)
CITY OF COLFAX)

I, the undersigned, do hereby certify:

That I am aware of the provisions of Section 3700 of the Labor Code of the State of California, which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Executed at: _____

On: _____

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

CONTRACTOR - EMPLOYER

BY: _____

PRINT NAME: _____

TITLE: _____

LABOR AND MATERIALS BOND

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

(PROJECT NAME)

AND, WHEREAS, the Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and_____ Surety, are held and firmly bound unto the Owner in the amount required by law, in the sum of _____Dollars ($_____) for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

Approved as to form:

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

Address of Surety: _____

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

FAITHFUL PERFORMANCE BOND

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

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

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

Approved as to form:

By_____
CITY ATTORNEY
CITY OF COLFAX

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

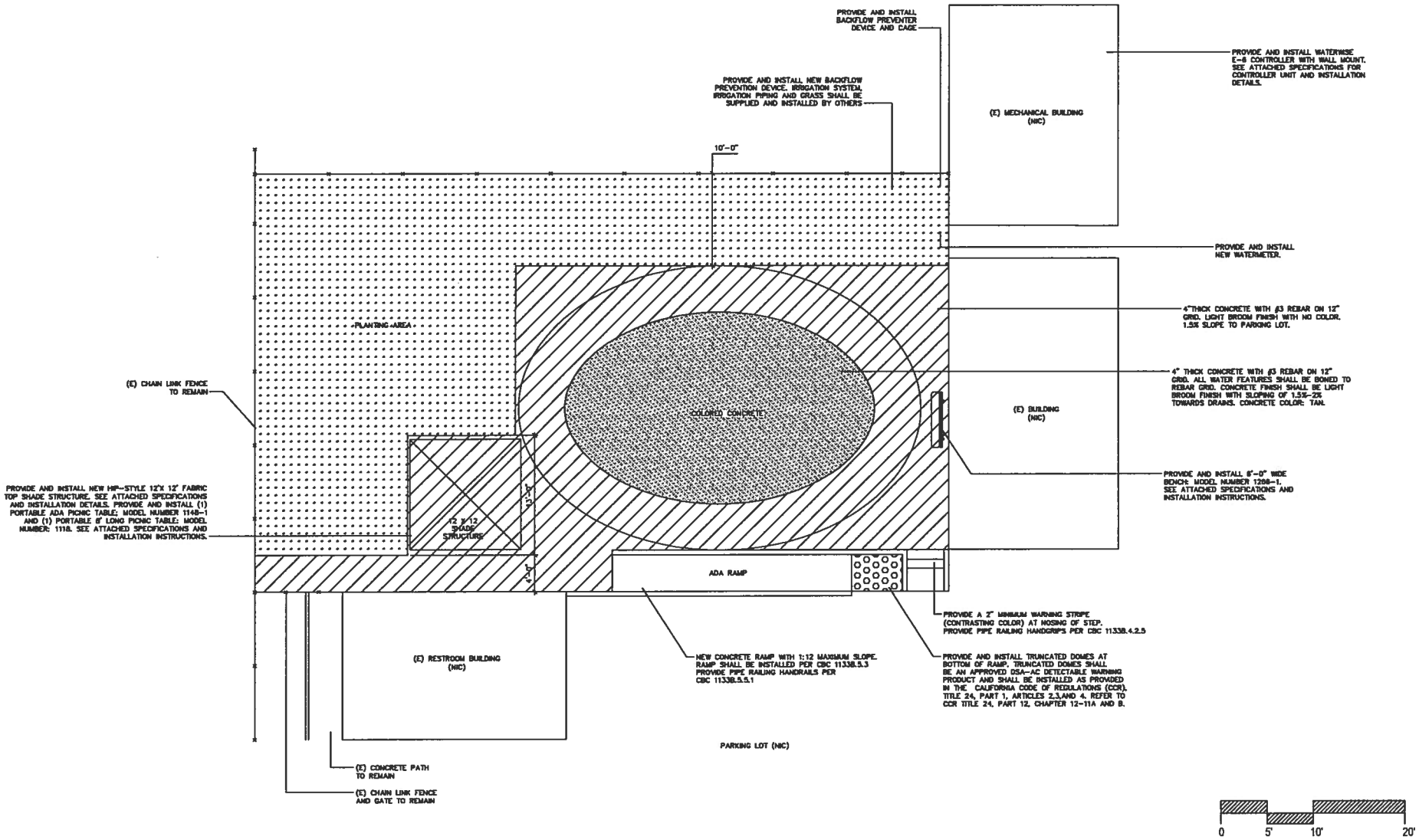
Date_____

_____
CONTRACTOR
(Signature must be notarized)

Date_____

Address of Surety: _____

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



miracle playsystems designing play

NOTES: NOT FOR CONSTRUCTION

ALL DRAWINGS ARE SUBJECT TO CHANGE AND SHOULD BE REVIEWED BEFORE FINAL SALE. ALL SITE DIMENSIONS WILL NEED TO BE VERIFIED PRIOR TO SALE AND INSTALLATION.

LINEAR FEET	N/A	SITE AREA:	N/A
CRITICAL FALL HEIGHT	N/A	SCALE:	SEE PLAN
COLFAX_001		DATE:	3/20/13
		DRAWN BY:	TA

COLFAX REGIONAL PARK

COLFAX

Proposed Equipment Recommendation