

**COLFAX CITY COUNCIL MEETING
REGULAR SESSION AGENDA**

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

May 9, 2012

7:00 PM (Regular Session)

Last Ordinance
#516

Last Resolution
13-2012

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
- C. Pledge Of Allegiance
- D. 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.

2. 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

3. INFORMATION REPORTS FROM STAFF AND OTHERS

4. PRESENTATIONS

Sgt. Ty Connors will be making presentations on behalf of the Placer County Sheriffs Department

5. 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: April 25, 2012

Receive and File

B. Consideration of Adoption of Resolution No. 14-2012: A Resolution of the City Council of the City of Colfax Authorizing the City Manager to Execute a

*Adopt Resolution No.
14-2012*

Construction Contract with Owens Construction for the Canyon Way Railing Repair

- C. Consideration of Approval of Resolution No. 15-2012: A Resolution of the City Council of the City of Colfax Approving Contract # _____ With County Of Placer, Office Of Sheriff-Coroner-Marshal For Law Enforcement Services For Fiscal Year July 1, 2012 – June 30, 2015 *Adopt Resolution No. 15-2012*
- D. Approve Amendment No. 3 with HDR Engineering, Inc., for Bidding Assistance and Construction Administration, for the Pond 3 Liner project *Approve Amendment*

CONSENT ITEMS PULLED FOR DISCUSSION

6. 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.

7. 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.

- A. Second Reading and Adoption of Ordinance No. 517: An Ordinance of the City of Colfax Garbage Lien Ordinance
Recommended Action: Conduct Public Hearing, Consider Public and Staff Comments and Adopt Ordinance No. 517

8. COUNCIL BUSINESS

9. 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, May 4, 2012
at City Hall and Post Office locations



Karen Pierce, City Clerk

Minutes
 City Council Meeting
 April 25, 2012

1. OPENING

Mayor Harvey called the meeting to order at 6:00pm.

Present and answering roll call were Council members Delfino, Barkle, Alpine and Mayor Harvey.

Councilwoman Roberts was on vacation.

2. PUBLIC COMMENT

There was no public comment

3. CLOSED SESSION

Mayor Harvey called the closed session to order at 6:02pm

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

Public Employee Appointment pursuant to Government Code Section 54957.
 Assistant to the City Manager

Mayor Harvey closed the closed session at 6:39pm.

4. OPENING AND AGENDA APPROVAL

Mayor Harvey called the regular meeting to order at 7:00pm.

Chamber President, Frank Klein led the Pledge of Allegiance

Mayor Harvey stated that there was no reportable action taken in Closed Session.

A motion was made by councilman Alpine and seconded by councilman Delfino to approve the agenda as presented with the exception of moving Council Business D to the first item in Council Business. The motion was passed by the following vote:

AYES: Delfino, Barkle, Alpine and Mayor Harvey

NOES:

ABSENT: Roberts

ABSTAIN:

5. CITY COUNCIL COMMITTEE REPORTS

Councilman Alpine reported on the County Economic meeting and met with Mayor Harvey and the McDonalds Project team regarding the remodel of the building. The outside of the building will remain the same with only minor changes.
 Councilwoman Barkle reported on the Air Quality Board meeting and will be meeting with the PCTPA regarding bussing.
 Councilman Delfino reported on SEDDCorp dues, the Placer County elected officials dinner and the SACOG meeting has been postponed.
 Mayor Harvey reported on the Mosquito and Abatement meeting. Mayor Harvey appointed Councilman Alpine and Councilwoman Roberts to review the Sign Ordinance.

6. INFORMATION REPORTS FROM STAFF AND OTHERS

City Manager, Bruce Kranz reported on the following:

- Update on new City web site.
- Wave Broadband is still coming.
- Positive comments on WWTP newsletter
- Received a call from people in Sierra County regarding the Agenda 21 Resolution thanking the City for support.

7. CONSENT AGENDA

	<u>ACTION TAKEN</u>
A. Minutes: April 11, 2012	<i>Pulled</i>
B. Consideration of Adoption of Resolution No. 13-2012: A Resolution of the City Council of the City of Colfax Authorizing the City Manger to File Claims or Execute Agreements for Local Transportation Funds in the Amount of \$120,000 for Bicycle and Pedestrian Purposes as Authorized by the California Public Utilities Code Section 99233.3 and by the California Code of Regulations Section 6655.2	<i>Adopted Resolution No. 13-2012</i>

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

AYES: Delfino, Barkle, Alpine and Mayor Harvey
 NOES:
 ABSENT: Roberts
 ABSTAIN:

A motion was made by councilman Delfino and seconded by councilwoman Barkle to approve the minutes as presented. The motion was passed by the following vote:

AYES: Delfino, Barkle, and Mayor Harvey

NOES:

ABSENT: Roberts

ABSTAIN: Alpine

8. PUBLIC COMMENT

Nancy Hagman, county resident spoke regarding a recent crime within the city
Jim Bowers, local artist requested permission to paint an additional mural

9. PUBLIC HEARING

A. Public Hearing and First Reading of Ordinance No. 517: An Ordinance of the City of Colfax Garbage Lien Ordinance

Mayor Harvey opened the Public Hearing. City Attorney, Mick Cabral went over the staff report and ordinance.

Speaking from the public was:

Lynn Tausch, business owner

Mayor Harvey closed the Public Hearing. Council discussed. A motion was made by councilman Delfino and seconded by councilwoman to introduce the proposed Ordinance by title only and waive the first reading and continue for second reading and adoption at the May 9, 2012. The motion was passed by the following vote:

AYES: Delfino, Barkle, and Mayor Harvey

NOES: Alpine

ABSENT: Roberts

ABSTAIN:

10. COUNCIL BUSINESS

D. Consideration of approval of Donation from The Gold Country Lioness Club of Five Outdoor Ash Trays to located at various locations throughout the City

Jewell Delapp, Lioness Club member went over the donation and style and locations of the Ash Trays. Speaking from the public was:

Nancy Hagman, county resident

Council discussed. A motion was made by councilman Alpine and seconded by councilwoman Barkle to approve donation and locations of ash trays. The motion was passed by the following vote:

AYES: Delfino, Barkle, Alpine and Mayor Harvey

NOES:

ABSENT: Roberts

ABSTAIN:

A. Consideration of Adoption of Resolution No. 14-2012: A Resolution Of The City Council Of The City Of Colfax Determining That Campbell Construction Is The Lowest Responsive, Responsible Bidder On The Pond 3 Liner Project And, Waiving Any Irregularities In Its Bid, Authorizing The City Manager To Execute All Necessary Documents And Take All Actions To Complete The Pond 3 Liner Project And Appropriating Sufficient Funds To Pay For The Pond 3 Liner Project

City Attorney, Mick Cabral went over the Staff Report. Speaking from the public was:

Mike Hogan, Civil Engineering Owner went over his protest letter and Brian Bertossa of Cook Brown LLP spoke regarding legal issues on behalf of Mr. Hogan.

Mayor Harvey called a break at 8:30. Mayor Harvey called the meeting back to order at 8:43.

City Attorney, Mick Cabral addressed questions. A motion was made by councilwoman Barkle and seconded by councilman Delfino to continue this item to a special meeting on Monday April 30 at 3:00pm. The motion was passed by the following vote:

AYES: Delfino, Barkle, Alpine and Mayor Harvey

NOES:

ABSENT: Roberts

ABSTAIN:

B. Discussion of rejection of Parks Grant and direction to staff as to which options to pursue with regards to parks program

Speaking from the public was:

Mike Heinrichs, SFLP President

City Manager, Bruce Kranz went over the staff report and options.

Speaking from the public was:

Nancy Hagman, county resident

Frank Klein, Chamber President

Lynn Tausch, business owner

Council discussed. Council directed staff to move forward with Ball Field improvements and a children's water park as proposed in the original pool plan and to fill the hole where the old pool was located.

C. Consideration of allowing July 3 Fundraiser Sign to be displayed in Downtown longer than 30 days.

Laurel Mathe, Colfax Pride Past President went over the sign proposal.

Speaking from the public was:
Nancy Hagman, county resident

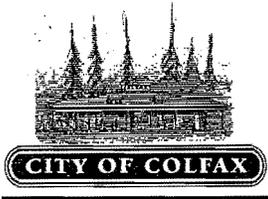
Council discussed. A motion was made by councilman Alpine and seconded by councilwoman Barkle to approve the Fundraiser Sign. The motion was passed by the following vote:

AYES: Delfino, Barkle, Alpine and Mayor Harvey
NOES:
ABSENT: Roberts
ABSTAIN:

11. PRESENTATION

12. ADJOURNMENT

Being no further business to come before council by voice vote the meeting was adjourned at 9:46pm.



**REPORT TO
COLFAX CITY COUNCIL**

**COUNCIL MEETING OF
May 9, 2012**

Agenda Item No.

SB

To: Honorable Mayor and Members of the City Council
From: Bruce Kranz, City Manager
Prepared By: Gabe Armstrong, Community Services Director
Date: May 9, 2012
Subject: Consideration of Adoption of Resolution No. 14-2012: A Resolution of the City Council of the City of Colfax Authorizing the City Manager to Execute a Construction Contract with Owens Construction for the Canyon Way Railing Repair.

Recommended Action: Adopt Resolution No. 14-2012

ISSUE STATEMENT AND DISCUSSION: On _____ a vehicle jumped the curb at the intersection of Canyon Way and Canyon Creek Drive, running into and damaging the existing concrete wall and metal railing. An insurance claim was filed and the City received funds to make repairs.

The City Engineer prepared and issued a Request for Proposals on March 15, 2012, to solicit bids from contractors to make the necessary repairs. On March 27th a mandatory pre-bid meeting was held to inspect the site with the contractors and to discuss project-specifics. On April 3rd the City received the following six bids:

Owens Construction	\$5,725
GHH Engineering	\$7,630
Anderson Construction	\$7,845
DMCE	\$10,995
Edward Navickis	\$11,750
Deschaine Ent.	\$19,000

Staff reviewed the Proposal from Owens Construction, and found that they were responsive and have the necessary qualifications and experience. Therefore, staff recommends award of a construction contract to them as the responsive and responsible low bidder.

ALTERNATIVES: None recommended by staff.

FINANCIAL AND/OR POLICY IMPLICATIONS: Construction costs are funded from the Driver of the accidents Insurance company.

Attachments: Contract
Proposal
Resolution

**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 OWENS CONSTRUCTION, (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. 12-001 entitled: Canyon Way Railing Repair, (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, in accordance with the Bid Schedule below, the sum of **FIVE-THOUSAND SEVEN-HUNDRED TWENTY-FIVE dollars (\$5,725)** subject to additions and deductions as provided in the Contract Documents.

1. \$100 Mobilize.
2. \$350 Provide signage, fencing, and/or barricades to protect construction area and to provide for safe pedestrian travel around the site. Corner is an existing School Bus Stop and special care must be taken during pick up and drop off of children.
3. \$1,000 Saw Cut existing rail and wall, to outside edges of damaged segment, and discard materials. Take care to limit the amount of debris falling into the drainage channel and remove any debris that does.
4. \$2,500 Form and pour concrete (¾" 5.5 sack 3,500 psi) wall to same dimensions (height, depth), alignment, and finish as existing wall, with #4 rebar dowels at 18-inch spacing for horizontal and 12-inch spacing for vertical, set 6-inch min. into existing wall with epoxy.

5. \$1,700 Order/Fabricate railing to match existing railing, and attach to new wall and existing railing. Painting of the railing will be done by the City after completion of the project.
6. \$75 Remove all equipment and materials, and clean work area.

ARTICLE 3: CONTRACT DOCUMENTS

- 3.1. The complete Contract consists of the following documents, to wit:
Request for Proposals and Addenda
Proposal dated April 3, 2012
Construction Contract
Placer County General Specifications, dated August 2005
California Department of Transportation Standard Specifications, dated May 2006
California Department of Transportation Traffic Manual, dated September 1992
Equipment Rental Rates and General Prevailing Wage Rates of the State of California
- 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 Community Services Director, as stated in the Notice to Proceed and Request for Proposals. The CONTRACTOR shall complete all work required by the Contract within **eight (8) weeks** after said commencement date, as adjusted and provided for in the Contract Documents. Working days shall be as defined in California Department of Transportation Standard Specifications Section 8-1.06.
- 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:
- One million dollars (\$1,000,000) 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:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

- One million dollars (\$1,000,000) for Personal Injury Liability
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
2. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

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 one million dollars (\$1,000,000) 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

Section Not Used

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.

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

(See Article 2)

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 FUNDS

By: _____
Finance Officer, City of Colfax

Date: _____

APPROVED AS TO FORM

By: _____
City Attorney, City of Colfax

Date: _____

**“CITY”
CITY OF COLFAX**

By: _____
Steve Harvey, Mayor
City of Colfax

Date: _____

**Award of Contract No. _____
By the City Council: (date)**

“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: _____

**CITY OF COLFAX
REQUEST FOR PROPOSALS**

CANYON WAY RAILING REPAIR

The City of Colfax is soliciting Proposals from California licensed contractors that are qualified and licensed to repair a damaged concrete wall and metal railing. A car jumped the curb and ran into the wall and railing, and the City wants it repaired back to the original condition. Pictures of the current condition are attached. The successful contractor shall comply with the requirements and general conditions stated in this request for proposal.

After reviewing the information submitted in response to this Request for Proposals, the City of Colfax expects to enter into a contract with the firm whose proposal best meet the City's requirements.

I. SCOPE OF WORK

The City of Colfax proposes to repair approximately nine feet (9') of metal railing and 24" high concrete wall, on the NE corner of Canyon Way and Canyon Creek Drive.

Contractor shall:

1. Mobilize.
2. Provide signage, fencing, and/or barricades to protect construction area and to provide for safe pedestrian travel around the site. Corner is an existing School Bus Stop and special care must be taken during pick up and drop off of children.
3. Saw Cut existing rail and wall, to outside edges of damaged segment, and discard materials. Take care to limit the amount of debris falling into the drainage channel and remove any debris that does.
4. Form and pour concrete (¾" 5.5 sack 3,500 psi) wall to same dimensions (height, depth), alignment, and finish as existing wall, with #4 rebar dowels at 18-inch spacing for horizontal and 12-inch spacing for vertical, set 6-inch min. into existing wall with epoxy. (see attached sketch)
5. Order/Fabricate railing to match existing railing, and attach to new wall and existing railing. Painting of the railing will be done by the City after completion of the project.
6. Remove all equipment and materials, and clean work area.

II. GENERAL CONDITIONS

CONTRACTOR SHALL:

- Obtain a City of Colfax Business License prior to beginning any work.
- Coordinate work with designated City Staff and provide 48 hour notice prior to beginning work.
- Upon completion of the project, all equipment and materials shall be removed from the site.

CANYON WAY RAILING REPAIR
FEE SCHEDULE FORM

A. BASE BID

The undersigned declares that he/she has examined the location of the proposed work, that he/she has examined these contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all work in strict accordance with the said contract documents, for the following costs:

1. \$ 100⁰⁰ Mobilize.
2. \$ 350⁰⁰ Provide signage, fencing, and/or barricades to protect construction area and to provide for safe pedestrian travel around the site. Corner is an existing School Bus Stop and special care must be taken during pick up and drop off of children.
3. \$ 4,000⁰⁰ Saw Cut existing rail and wall, to outside edges of damaged segment, and discard materials. Take care to limit the amount of debris falling into the drainage channel and remove any debris that does.
4. \$ 2,500⁰⁰ Form and pour concrete (3/4" 5.5 sack 3,500 psi) wall to same dimensions (height, depth), alignment, and finish as existing wall, with #4 rebar dowels at 18-inch spacing for horizontal and 12-inch spacing for vertical, set 6-inch min. into existing wall with epoxy. (see attached sketch)
5. \$ 1,700⁰⁰ Order/Fabricate railing to match existing railing, and attach to new wall and existing railing. Painting of the railing will be done by the City after completion of the project.
6. \$ 75⁰⁰ Remove all equipment and materials, and clean work area.

Contractor's License Number: 434077

Contractor's License Classification: A, B, C-33

IN WITNESS WHEREOF, the undersigned has caused this Bid to be properly executed, as of the date set forth below:

Dated this 3rd day of April 2012.

CONTRACTOR:

By: [Signature] ^{DBA} OWENS + Construction
TITLE: Owner

Contractors Address: 44 Leonard Ln

Colfax CA 95713

Telephone Number: 530-878-3905

**CITY OF COLFAX
REQUEST FOR PROPOSALS**

CANYON WAY RAILING REPAIR

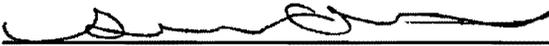
ADDENDUM NO. 1

Issued: March 19, 2012

This addendum (page 1) shall hereby be made a part of the contract documents to the same extent as though it was originally included.

BIDDER SHALL ACKNOWLEDGE RECEIPT AND EXAMINATION OF THIS ADDENDUM BY RETURNING A SIGNED COPY OF THIS SHEET WITH THE PROPOSAL. FAILURE TO DO SO SHALL RESULT IN THE DISQUALIFICATION OF YOUR BID.

ACKNOWLEDGEMENT



CONTRACTOR'S SIGNATURE

The Contract Documents are hereby clarified, corrected, and changed as indicated below:

Reference **Section III. PROCESS**, Under **Proposals must identify, at a minimum:**

Change "f. Certificate of Insurance showing required coverages." to read as follows:

"f. Acknowledgement of insurance requirements and statement of proposer's ability to comply".

3-19-2012 So.

**CITY OF COLFAX
REQUEST FOR PROPOSALS**

CANYON WAY RAILING REPAIR

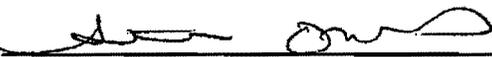
ADDENDUM NO. 2

Issued: March 22, 2012

This addendum (page 1) shall hereby be made a part of the contract documents to the same extent as though it was originally included.

BIDDER SHALL ACKNOWLEDGE RECEIPT AND EXAMINATION OF THIS ADDENDUM BY RETURNING A SIGNED COPY OF THIS SHEET WITH THE PROPOSAL. FAILURE TO DO SO SHALL RESULT IN THE DISQUALIFICATION OF YOUR BID.

ACKNOWLEDGEMENT



CONTRACTOR'S SIGNATURE

The Contract Documents are hereby clarified, corrected, and changed as indicated below:

1. Reference Section III. PROCESS change as follows:

Sealed Proposals from interested contractors must be submitted by 2:00 p.m. on April 3, 2012.

2. General change

A mandatory site visit will be held on Tuesday March 27, 2012, at 11:00 a.m. Contractors must be present to be considered responsive to the RFP.

3. Clarification

A Bid Bond, Performance Bond, and Payment Bond are not required.

3-22-2012 S.O.

The following Companies attended the mandatory pre-bid meeting, and are legible to submit a proposal:

GHH Engineering, Inc.
Edward T. Navickis
Owens Construction
Anderson Construction
Deschalne Enterprises
Harrison Concrete Cutting
Trimm's Scaffolding

CLARIFICATIONS, WHICH BECOME PART OF THE CONTRACT:

1. Saw Cutting of existing wall is not required. Joint along street-side of wall shall be min. 4" below existing sidewalk. Joint along creek-side of wall can be uneven. All surfaces of wall shall be finished smooth to match adjacent wall.
2. Existing rebar can remain, but at least 2 new dowels shall be placed in vertical plane (sides) and 3 new dowels in horizontal plane (bottom).
3. Dowels (2) in vertical plane shall be separated evenly within 16" height.
4. The Contractor will implement protective measures, such as netting or movable platforms under the construction zone, to prevent debris from entering Bunch Creek during construction activities. If anything falls into the creek it must be removed immediately.
5. Railing Posts may be drilled and epoxied into wall, as the existing Railing was done.
6. In the field we all agreed to existing Railing Posts that would be used as starting points for new Railing.
7. Reiterate that school-age children will be present before 8:00 a.m.
8. Site must be secured at end of each work day so as to prevent falling into the creek. Something more substantial than orange construction fencing is requested.

Thanks.

Alan L. Mitchell, P.E.
Ponticello Enterprises Consulting Engineers, Inc.
1216 Fortna Avenue
Woodland, CA 95776
(530) 668-5883

STUC OWENS OWENS CONSTRUCTION
ACKNOWLEDGMENT OF SITE VISIT
ON 3-27-2012



**CITY OF COLFAX
REQUEST FOR PROPOSALS
PUBLIC NOTICE**

CANYON WAY RAILING REPAIR

The City of Colfax is soliciting Proposals from California licensed contractors that are qualified and licensed to repair a damaged concrete wall and metal railing at the NE corner of Canyon Way and Canyon Creek Drive. The successful contractor shall comply with the requirements and general conditions stated in the Request for Proposals (RFP).

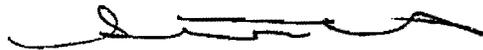
Proposals are due March 27, 2012.

The Contractor shall repair approximately nine feet (9') of metal railing and 24" high concrete wall. The Contractor shall commence work within ten (10) days of the contract execution, and diligently prosecute the work to completion by June 8, 2012.

A copy of the RFP is available upon request from the City Engineer – Alan Mitchell, alan.mitchell@ponticelloinc.com.

After reviewing the information submitted in response to this RFP, the City of Colfax expects to enter into a contract with the contractor whose proposal best meet the City's requirements.

ACKNOWLEDGEMENT OF TIMELINE



4-3-2012



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MM

DATE (MM/DD/YYYY)
03/12/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jack Novicio Insurance Agency 2151 Professional Drive #105 Roseville, CA 95661 HVB	916-783-0000	CONTACT NAME: Connie Owens	
	916-786-4815	PHONE (A/C No. Ext): 530-878-3905 FAX (A/C No): 530-878-3906	
E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: OWENS-3			
INSURED Owens Construction Steve Owens 44 Leonard Lane Colfax, CA 95714	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Navigators Insurance Company		42307
	INSURER B: Torus Specialty Ins. Co.		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSUR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	04-10141613	05/04/11	06/04/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COPY			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in N/A) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)
*10 days notice of cancellation applies for non-payment of premium. RE:
COMMERCIAL CARPENTRY
The City of Grass Valley is named additional insured with respect to work performed by the named insured.

CERTIFICATE HOLDER City of Grass Valley 125 East Main Street Grass Valley, CA 95945	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE HVB
--	--

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BLANKET ADDITIONAL INSUREDS- OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Policy Number: 04-10141613	Endorsement Effective: 05/04/11 12:01 a.m.
Named Insured STEVE ALLEN OWENS	Countersigned By: <i>Lisa Erickson</i>

SCHEDULE

Name of Person or Organization: Any person or organization that the named insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy.
Location:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization shown in the Schedule is held liable for your acts or omissions arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The words "you" and "your" refer to the Named Insured shown in the Declarations.

D. "Your work" means work or operations performed by you or on your behalf; and materials, parts or equipment furnished in connection with such work or operations.

Primary Wording

If required by written contract or agreement: Such insurance as is afforded by this policy shall be primary insurance, and any insurance or self-insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the named insured and shall not contribute to it.

Waiver of Subrogation

If required by written contract or agreement: We waive any right of recovery we may have against an entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization.

ANF- ES 043 (5/2006)

CERTHOLDER NY

NF



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 06-01-2011

GROUP:
POLICY NUMBER: 1873882-2011
CERTIFICATE ID: 12
CERTIFICATE EXPIRES: 06-01-2012
06-01-2011/06-01-2012

CITY OF NEVADA
FACILITIES MANAGEMENT DEPARTMENT
10014 N BLOOMFIELD RD
NEVADA CITY CA 95868-8402

NF

JOB: ALL CALIFORNIA OPERATIONS

This is to certify that we have issued a valid Workers' Compensation Insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
Authorized Representative

Thomas E. Rone
President and CEO

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING: THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER; EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS' COMPENSATION LAW.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #208B ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 06-01-2008 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

OWENS, STEVE ALLEN DBA: OWENS CONST
44 LEONARD LN
COLFAX CA 95713

NF

POSTED



ACORD - CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDDYYYY)
2/16/2012

AGENTS
WELLES INSURANCE AGENCY
 12140 HERDAL DRIVE
 AUBURN CA. 95603
 530-823-6844

INSURED
STEVE OWENS
OWENS CONSTRUCTION
 44 LEONARD LANE
 COLFAX, CA 95713-9638
 LIC#434077

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: WELLES INSURANCE COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

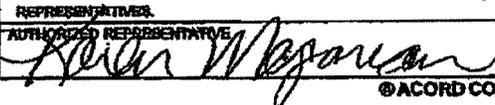
INSURER	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MMDDYYYY)	POLICY EXPIRATION DATE(MMDDYYYY)	LIMITS			
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	COPY	05/14/11	05/14/12	EACH OCCURRENCE \$			
								DAMAGE TO RENTED PREMISES (Per Occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALLOWED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				WFP1021029 00	05/14/11	05/14/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO							AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA AGG \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$			
		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATE/TORT LIMITS OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$			
A		OTHER	WFP1021029 00	05/14/11	05/14/12	COMPREHENSIVE \$500 COLLISION \$500			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 COUNTY OF NEVADA to be named as Additional Insured.

PROJECT LOCATION: GRASS VALLEY LIBRARY ADA RAMP REPLACEMENT 207 MILL STREET GRASS VALLEY, CA
***10 DAYS NOTICE OF CANCELLATION APPLIES FOR NON-PAYMENT OF PREMIUM DUE**

CERTIFICATE HOLDER
 COUNTY OF NEVADA
 FACILITIES MANAGEMENT
 10014 N. BLOOMFIELD RD.
 NEVADA CITY, CA 95959

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE


THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM**

SCHEDULE

Name of Person or Organization:

COUNTY OF NEVADA FACILITIES MANAGEMENT

Description of Operations or Services:

PROJECT: GRASS VALLEY LIBRARY ADA RAMP REPLACEMENT
ADDRESS: 207 MILL STREET, GRASS VALLEY, CA

Location:

10014 N. BLOOMFIELD RD NEVADA CITY CA 95959

Description of Covered "Autos":

Per Schedule on file with company

(If no entry appears in the Schedule above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The WHO IS AN INSURED provision under LIABILITY COVERAGE is changed to include as an "insured" the person or organization shown in the Schedule, but only with respect to liability arising out of:

1. Your operations or services performed for that person or organization at the location shown in the Schedule; or
2. The ownership, maintenance or use of the covered "autos" described in the Schedule.

A person's or organization's status as an additional insured under this endorsement ends when:

1. Your operations or services performed for that person or organization are completed; or
2. That person's or organization's interest in the described "auto" ends.

Wesco Insurance Company

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Fax: 212-220-7130

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Best's Credit Ratings

Financial Strength Ratings [View Definitions](#)

Rating: **A (Excellent)**

Financial Size Category: **IX (\$250 Million to \$500 Million)**

Outlook: **Stable**

Action: **Affirmed**

Effective Date: **June 13, 2011**

Issuer Credit Ratings [View Definitions](#)

Long-Term: **a**

Outlook: **Stable**

Action: **Affirmed**

Date: **June 13, 2011**

CITY OF COLFAX

RESOLUTION NO. 14-2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH OWENS CONSTRUCTION

WHEREAS, the Council of the City of Colfax authorized the advertisement for construction proposals for the Canyon Way Railing Repair, and,

WHEREAS, six bids were opened on April 3, 2012 and the lowest responsive and qualified bid was from Owens Construction.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Colfax hereby authorizes 1) the City Manager to execute a construction contract with Owens Construction at its base bid amount of \$5725.00; and 2) authorize a 5% construction contingency.

PASSED AND ADOPTED, this 9th day of May, 2012, by the City Council of the City of Colfax, by the following roll call vote:

AYES:

NOES:

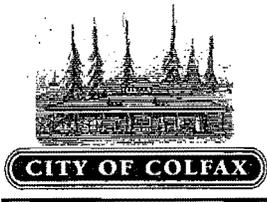
ABSENT:

ABSTAIN:

Stephen Harvey, Mayor

ATTEST:

Karen Pierce, City Clerk



**REPORT TO
COLFAX CITY COUNCIL**

**COUNCIL MEETING OF
May 9, 2012**

Agenda Item No.

5C

To: Honorable Mayor and Members of the City Council
From: Bruce Kranz, City Manager
Date: May 3, 2012
Subject: Consideration of Adoption of Resolution No. 15-2012: A Resolution of the City Council of the City of Colfax Approving Contract # _____ With County Of Placer, Office Of Sheriff-Coroner-Marshal For Law Enforcement Services For Fiscal Year July 1, 2012 – June 30, 2015

Recommended Action: Adopt Resolution 15-2012

ISSUE STATEMENT AND DISCUSSION:

City Manager, Bruce Kranz met with Janice Gage and Sergeant Ty Conners, Placer County Sheriff Department to review the proposed contract. There is an increase in this contract in the amount of \$17,910.00 which includes an increase of wages and benefits as a result of Prop F plus the rise of vehicle costs.

FINANCIAL AND/OR POLICY IMPLICATIONS:

The Sheriff contract is for \$565,811, which is an increase of \$17,910 for Fiscal Year 2012-2013

CITY OF COLFAX

RESOLUTION NO. 15-2012

**APPROVING CONTRACT # _____ WITH COUNTY OF PLACER, OFFICE OF
SHERIFF-CORONER-MARSHAL FOR LAW ENFORCEMENT SERVICES FOR
FISCAL YEAR JULY 1, 2012 – JUNE 30, 2015**

WHEREAS, the County of Placer, Office of the Sheriff-Coroner-Marshal (“County”) and the City of Colfax (“City”) are parties to Contract # _____ (the “Contract”) for the provision of law enforcement services by the County to the City; and

WHEREAS, the County has submitted the attached Contract which provides for an increase in the cost of providing base law enforcement services to the City to \$565,811.00 for Fiscal Year July 1, 2012 – June 30, 2013; and

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to approve the Contract.

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

1. The foregoing recitals are true and correct statements of fact and are incorporated into this Resolution by this reference.
2. The City Manager is hereby authorized to execute on behalf of the City Contract # _____ between the City and County in the form attached to this Resolution and to appropriate and expend all City funds needed to perform the City’s obligation under the Contract

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the 9th day of May, 2012 by the following vote of the Council:

Ayes:

Noes:

Absent:

Abstain:

Stephen Harvey, Mayor

ATTEST:

Karen Pierce, City Clerk

BEGINS: July 1, 2012

CONTRACT NO. _____

ENDS: June 30, 2015

ADMINISTERING AGENCY: Sheriff

DESCRIPTION: Contract between County of Placer, Sheriff-Coroner-Marshal's Office and City of Colfax

THIS AGREEMENT is made as of the 1st day of July, 2012, by and between the COUNTY OF PLACER, Office of the Sheriff-Coroner-Marshal, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the CITY OF COLFAX, a municipal corporation, hereinafter referred to as "CITY."

1. **DURATION OF CONTRACT:** This Agreement shall commence on July 1, 2012, for a period of three years, expiring June 30, 2015, unless terminated as provided herein.
2. **TERMINATION:** Terms and conditions specifying the level of service and the amounts of payment for services are set out in this agreement. In the event of unforeseen circumstances affecting the obligations of the parties, or their ability to perform, each party to this agreement may terminate all obligations and duties agreed to herein by providing to the other party not less than 120 days advance written notice of termination.
3. **DUTIES OF COUNTY:**
 - A. **COUNTY** shall provide law enforcement services as defined herein within the jurisdiction of the **CITY**. For this purpose, law enforcement services means services generally provided within the boundaries of a city by a city police department, including, but not limited to the enforcement of state and local criminal laws. Such services include patrol, detectives, juvenile services, traffic enforcement, and traffic accident investigation.
 - B. **COUNTY** shall provide and supervise all personnel, furnish all equipment, and, except as hereafter provided those supplies necessary to perform its duties under this agreement. **CITY** shall provide all supplies bearing the name of, or relating specifically to the **CITY**, such as stationery, forms, and notices. For **CITY** specific specialized programs, including radar speed enforcement, the **CITY** shall purchase and maintain the required equipment.
 - C. **COUNTY** alone shall control and determine the performance of County personnel serving under this agreement, including, but not limited to the standards of personnel performance and discipline.
 - D. **COUNTY** shall provide **CITY** with annual reports and statistics regarding the services performed by it under this agreement, such report to be in a form mutually agreed upon by **CITY** and the Sheriff of **COUNTY**.

E. COUNTY shall give CITY the full cooperation and assistance of its officers, agents, and employees.

4. **DUTIES OF CITY:**

A. CITY shall designate the Sheriff of COUNTY as Chief of Police for CITY during the term of this contract. (The Sheriff will designate a liaison officer to work closely with the CITY.)

B. CITY shall give COUNTY the full cooperation and assistance of its officers, agents and employees. The CITY Manager and other persons designated by the CITY Council shall coordinate with the Sheriff in all activities required by or relating to this contract.

5. **STATUS OF PERSONNEL UTILIZED:**

COUNTY shall utilize County personnel to perform its duties under the terms of this contract. They shall not have, nor acquire, any CITY pension, or civil service or other benefits or rights which CITY may confer upon CITY employees, except that for the purpose of giving them official status in the performance of their duties, such personnel shall be deemed to be officers and agents of CITY.

CITY shall not be liable for the payment of any salaries, wages, or other benefits or compensation to any COUNTY personnel performing duties under this contract. CITY shall not be liable for compensation or indemnity to any COUNTY personnel for injury or sickness arising out of the performance of their duties under this agreement.

6. **PAYMENT FOR SERVICES:** CITY shall pay COUNTY the cost of performing law enforcement services provided in this agreement. The cost of performing such services includes, but is not limited to, standard salaries of employees engaged in performing the services, a proration of vacation, sick leave and other related/scheduled absences earned during such services, the expense of the COUNTY'S normal benefit contributions including Retirement and Worker's Compensation Insurance premiums on salaries, liability insurance, and COUNTY'S "Other Costs" as identified in Exhibit A. The cost of performing such services shall not include items of expense attributable to costs that COUNTY would incur regardless of whether or not it provided the service to CITY under this agreement.

The cost of performing law enforcement services for the year beginning July 1, 2012, through June 30, 2015, both dates inclusive, will be initially agreed to in the amount of \$565,811 (FIVE HUNDRED SIXTY FIVE THOUSAND, EIGHT HUNDRED ELEVEN DOLLARS) as per Exhibit A. This sum shall be paid in four quarterly payments of \$141,453 (ONE HUNDRED FOURTY-ONE THOUSAND, FOUR HUNDRED FIFTY-THREE DOLLARS) to be paid on October 1, 2012, January 1, 2013, April 1, 2013, and June 30, 2013. The COUNTY will provide amendments adjusting salaries, liability insurance, vehicle rates and Cost of Living to the CITY each year for basic law enforcement services for adoption effective July 1 with an amendment approved by both parties.

Nothing in this contract is intended to alter the effect of any statute or County Ordinance related to fees for housing of inmates sustained for City Ordinance violations or for Criminal Justice Administration fees, (i.e., Government Code Section 29550, et seq., Placer County Code Section 50).

7. **LEVEL OF SERVICE:** For the term of this contract beginning July 1, 2012, and ending June 30, 2015, both dates inclusive, **COUNTY** shall provide routine patrol and related services for the **CITY** on a 24-hour per day basis within **CITY** boundaries.

Additional services associated with special events within the **CITY** boundaries may incur additional cost. **COUNTY** and **CITY** shall discuss and agree upon the additional services and additional costs necessary to support the special event.

In the event the **CITY**'s General Fund financial condition substantially changes, both **PARTIES** agree to meet to re-evaluate the agreement and service levels provided herein.

8. **INDEMNIFICATION:** Except as hereinafter provided, **COUNTY** shall indemnify and hold harmless **CITY**, its officers and employees, from any and all claims, actions, or proceedings, or liability for injuries or damages to persons and property caused by **COUNTY'S** performance of services under this contract. **COUNTY** shall defend on behalf of **CITY**, at **COUNTY'S** sole expense, any such actions or proceedings and shall pay, when final, any judgments, awards, or settlements in any such actions or proceedings. Neither **COUNTY** nor any officer or employee thereof, shall be responsible for injuries or damages to persons or property occurring by reason of anything done or omitted to be done by **CITY** under or in connection with this agreement. **CITY** shall defend, indemnify and hold harmless **COUNTY** from liability for such actions or omissions.

9. **FINES, FORFEITURES:**

- A. Except as provided in subparagraph "B." below, **CITY** shall receive proceeds of all fines, forfeitures, penalties and payments for infractions, including all traffic citation proceeds.
- B. All forfeitures under federal law or the California Control of Profits of Organized Crime Act (Penal Code Sec. 186 et seq.) shall be disbursed as provided in federal law or Penal Code Sec. 186.8.

10. **CITY FACILITIES:**

- A. The **CITY** will provide the **COUNTY** adequate office space for law enforcement related needs as agreed upon by the **CITY** and the Sheriff.
- B. **CITY** will provide adequate lighting of the parking area in front of the City Hall where patrol unit(s) will be parked.
- C. **CITY** will pay for all normal utility services for such space including telephone services consisting of at least two phone lines (excluding any long distance phone calls).

- D. CITY will also pay for the custodial/maintenance service to the office space they provide to the COUNTY.

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

CITY OF COLFAX, "CITY"

COUNTY OF PLACER, "COUNTY"

BY: _____
MAYOR, CITY COUNCIL

BY: _____
CHAIR, BOARD OF SUPERVISORS

BY: _____
PLACER COUNTY SHERIFF

APPROVED AS TO FORM

APPROVED AS TO FORM

BY: _____
CITY ATTORNEY

BY: _____
COUNTY COUNSEL

Attachment: Exhibit A

EXHIBIT 'A'
 PLACER COUNTY SHERIFF'S OFFICE
 CITY OF COLFAX-CONTRACT SERVICES
 FISCAL YEAR 2012/2013

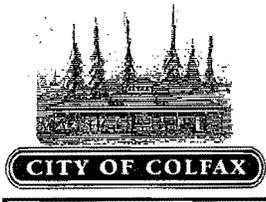
	contract %	2011-2012 Hrly. Rate	2012-2013 Hrly. Rate	@100% Hours	50%	2011-2012 Cost	Increase/ Decrease	2012-2013 Cost
1 Sergeant	50%	81.8334	84.6765	2080	1040	\$ 85,107	\$ 2,957	\$ 88,064
Overtime-50% of apprvd hours		83.2225	93.7093	168	84	\$ 6,991	\$ 881	\$ 7,872
Additional Overtime			93.7093	20	10		\$ 937	\$ 937
					225%			
2.25 Deputy II	225%	68.2776	68.9089	2080	4680	\$ 319,539	\$ 2,955	\$ 322,494
DS II-100% of apprvd hours		63.5864	73.9291	175	393.75	\$ 24,767	\$ 4,343	\$ 29,110
Additional Overtime			73.9291	54	120		\$ 8,899	\$ 8,899
					10%			
Detective	10%	69.9501	73.0968	2080	208	\$ 14,550	\$ 654	\$ 15,204
Overtime-10% of apprvd hours		69.7131	79.0987	175	17.5	\$ 1,220	\$ 164	\$ 1,384
Subtotal Personnel Costs						\$ 452,174	\$ 11,953	\$ 464,127
Subtotal Personnel Costs with Additional Overtime						\$ 452,174	\$ 21,789	\$ 473,963
Costs provided include actual projections based on current history except Salary at contract level								
BASE OTHER COSTS:		BASIS				2011-2012 Other Costs	adjustment	2012-2013 Other Costs
Cost Factors:		Dispatch Operations	3% estimated increase			\$ 24,802	\$ 744	\$ 25,546
		Vehicle Mileage/Maint	1.5 vehicles - 1 per patrol, 50% sgt	adjusted usage per actual		\$ 30,725	\$ 6,782	\$ 37,507
		Training	\$2500 per employee(.50+2.25+.10= 2.85)			\$ 5,642	\$ 1,483	\$ 7,125
		Liability Insurance	\$1,201 per employee (2.85)			\$ 3,975	\$ (553)	\$ 3,422
		Misc Equip & Supplies				\$ 10,350	\$ (350)	\$ 10,000
		Direct Administrative Support: Acctg, Purchasing, Radio, Personnel, Veh Supp		estimated on actual		\$ 20,232	\$ (2,147)	\$ 18,085
						\$	\$	\$
Subtotal Other Costs						\$ 95,726	\$ 5,959	\$ 101,685
						2011-2012 Summary		2012-2013 Summary
SUMMARY TOTAL:						\$ 452,174	\$ 11,953	\$ 464,127
Total Personnel Costs						\$ 95,726	\$ 5,959	\$ 101,685
Total Other Costs								
Total Contract Costs						\$ 547,900	\$ 17,911	\$ 565,811
Total Contract with Additional Overtime						\$ 547,900	\$ 27,748	\$ 575,648

2012-2013	Base Quarterly Pmts	\$ 141,453
2012-2013	Base Quarterly Pmts with Additional overtime	\$ 143,912

	Total contract %	3.27%
	Total contract % with Additional Overtime	5.06%

Notes:

Increases to contract are due to an increase of wages and benefits as a result of prop F, plus the rise of vehicle costs
 Subject to review and approval by the Placer County Board of Supervisors



**REPORT TO
COLFAX CITY COUNCIL**

**COUNCIL MEETING OF
May 9, 2012**

Agenda Item No.

SD

To: Honorable Mayor and Members of the City Council
From: Bruce Kranz, City Manager
Prepared By: Alan Mitchell, City Engineer
Date: May 9, 2012
Subject: Approve Amendment No. 3 with HDR Engineering, Inc., for Bidding Assistance and Construction Administration, for the Pond 3 Liner project.

Recommended Action: Staff recommends the City Council approve Amendment No. 3 with HDR Engineering, Inc., in the amount of \$66,579 for engineering assistance during bidding, re-bidding, and engineering support during construction of the Pond 3 Liner project, and authorize the City Manager to sign the Amendment on the City's behalf.

ISSUE STATEMENT AND DISCUSSION: The proposed Order for compliance with the Settlement Agreement stipulates that the City install a pond liner in Pond 3 by November 30, 2012. A contract amendment was executed with HDR in November 2010, and they completed the construction documents for bid call. Bids were recently opened, and all bids were rejected with Council direction to re-advertise. The new bid opening is in early June.

The Engineer of Record typically provides services during bidding and construction. During bidding, they attended the pre-bid meeting, responded to numerous questions about the design elements, and helped the City Engineer prepare Addenda. Due to the re-advertisement, the Engineer has additional costs to revise and re-package the construction documents, and attend another pre-bid meeting and respond to additional inquiries. During construction, they will attend meetings, review submittals for compliance with the specs, respond to questions about the requirements in the contract documents, assist the City Engineer in preparing and evaluating change orders, and prepare Record Drawings for city archives. HDR submitted a proposal dated March 19, 2012, and updated it after bids were rejected, to complete the bidding, re-bidding, and construction administration services. Amendment No. 3 includes the additional work and fee.

ALTERNATIVES: None recommended by staff.

FINANCIAL AND/OR POLICY IMPLICATIONS: Design costs are funded from the State Clean Water Revolving Fund associated with the Collection System I&I Repair/Replacement and WWTP Reservoir Pond Lining Project.

Attachments: Amendment No. 3

AMENDMENT NO. 03

**CITY OF COLFAX
CONSULTING SERVICES AGREEMENT**

HDR Engineering, Inc.

Design of Expansion of Colfax Wastewater Treatment Plant

WITNESSED

Whereas, on March 27, 2006, the City of Colfax, a political subdivision of the State of California (hereinafter referred to as the "City"), and HDR Engineering, Inc. (hereinafter referred to as "Consultant"), entered into a contract for certain services; and

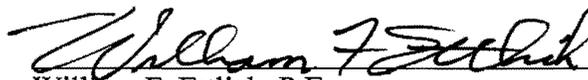
Whereas, the City desires to amend the contract.

Now, therefore, in consideration of the agreements herein made, the parties mutually agree as follows:

- Amend Scope of Services to include bidding and construction engineering services for Pond 3 liner, as described in Attachment A.
- Amend Charge Out Rates to reflect current year rates, as shown in Exhibit D.
- Increase the total contract amount from \$1,083,596 to \$1,150,175.
- All other sections of the original agreement remain in effect.

Dated: 5-1-12

CONSULTANT
HDR Engineering, Inc.


William F. Ettlich, P.E.
Senior Vice President

Dated: _____

City of Colfax

by: _____
Bruce Kranz, City Manager

ATTACHMENT A SCOPE OF WORK

City of Colfax Pond 3 Liner - Bidding and Construction Engineering Services

The following scope of work involves bidding and engineering services during construction of the Pond No. 3 liner project (PROJECT) for the City of Colfax (OWNER). The following paragraphs outline the services that will be provided upon OWNER's request:

TASK 1 - BIDDING SERVICES

Subtask 1.1 - Prebid Meetings

Attend a prebid meeting at the project site. Up to two prebid meetings are budgeted.

Subtask 1.2 - Bidder's Questions/Addenda

Respond to questions from contractors during the bidding phase, and prepare up to five addenda on the project.

It is assumed that the City will evaluate bidder submittals, including all items required in the bid form (specification section 00301), and prepare recommendation and information for submittal to the State Revolving Fund (SRF). In addition, the City will check validity of contractor's license with State Contractors Board.

TASK 2 - CONSTRUCTION ENGINEERING SERVICES

Subtask 2.1 - Preconstruction Meeting

Attend the preconstruction meeting along with OWNER's staff and the contractor's representatives.

Subtask 2.2 - Submittals

Review the contractor's submittals, including shop drawings and operations and maintenance (O&M) manuals, for conformance with the contract documents. The budget for this task is based on review up to 15 submittals as well as up to five resubmittals. Anticipated submittals could include the following:

DIVISION 01 - GENERAL REQUIREMENTS

01060 SPECIAL CONDITIONS
01340 SUBMITTALS

- 01560 ENVIRONMENTAL PROTECTION AND SPECIAL CONTROLS
- 01600 PRODUCT DELIVERY, STORAGE, AND HANDLING

DIVISION 02 - SITE WORK

- 02000 FENCING
- 02110 SITE CLEARING
- 02200 EARTHWORK
- 02222 LINER SUBGRADE PREPARATION (TOP 3 IN BELOW GEOMEMBRANE LINER)
- 02225 OPERATIONS LAYER
- 02270 SOIL EROSION AND SEDIMENT CONTROL AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP) (to be reviewed by the City)
- 02512 UNDERDRAIN SYSTEM
- 02605 HIGH-DENSITY POLYETHYLENE (HDPE) MEMBRANE LINER
- 02752 GEOTEXTILES

DIVISION 03 - CONCRETE

- 03002 CONCRETE

DIVISION 04 - MASONRY

- 04200 SEGMENTAL RETAINING WALL

DIVISION 05 - METALS

- 05505 METAL FABRICATIONS

DIVISION 15 - MECHANICAL

- 15106 CHECK VALVES
- 15115 WATER CONTROL GATES

Subtask 2.3 - Periodic Site Visits

Visit the construction sites as required to assist the OWNER in reviewing the acceptability of the work, and to assist in resolving field problems. The budget for this task is based on six site visits.

Subtask 2.4 - Participate in Weekly Construction Meetings

HDR project manager will participate in the weekly construction progress meetings via telephone, or in person if the meeting occurs on the same day as a Subtask 2.3 site visits. The budget for this task is based on 12 construction meetings. Review submittal logs.

Subtask 2.5 - Contract Clarifications

Answer questions and provide written interpretations of the requirements of the contract documents, as well as evaluate the acceptability of substitute materials and equipment. The

budget for this task includes up to 20 clarifications and responses to requests for information (RFIs).

Subtask 2.6 - Contract Change Orders and Potential Changes

Review contract change orders and potential changes prepared by OWNER, and review and make recommendations on the contractor's price proposals. Prepare independent estimates as required. The budget for this task includes up to 10 potential change items and five change orders.

Subtask 2.7 - Final Site Visit

Conduct final site visit to review final work and prepare punch list.

Subtask 2.8 - Record Drawings

Prepare record drawings after receipt of field markups from OWNER. A final mylar of the record set will be provided, as well as a CD(s) or DVD(s) containing the final specifications in MS Word format and final plans in PDF and AutoCAD formats.

Table A-1. Estimated Work Effort and Cost

City of Colfax

Amendment 3 - Wastewater Treatment Plant Upgrade and Expansion Project - Pond 3 Liner Bidding and Construction Engineering Services

Task No.	Task Description	Project Manager	Civil/ Process	CADD Tech	Admin/ Clerical	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expenses (\$)	Total Cost (\$)
Task 1 - Bidding Services									
1.1	Prebid Meetings (up to 2)	12				12	\$3,241	\$324	\$3,565
1.2	Bidder's Questions/Addenda (up to 5)	24	24	12	20	80	\$13,891	\$1,233	\$15,124
Subtotal Task 1		36	24	12	20	92	\$17,132	\$1,557	\$18,690
Task 2 - Construction Engineering Services									
2.1	Preconstruction Meeting	4				4	\$1,080	\$108	\$1,188
2.2	Submittals (up to 15) and Resubmittals (up to 5)	18	18	4	36	76	\$11,481	\$574	\$12,056
2.3	Periodic Site Visits (up to 6)	12	12			24	\$5,313	\$531	\$5,844
2.4	Participate in Weekly Construction Meetings (up to 12)	22				22	\$5,942	\$594	\$6,536
2.5	Contract Clarifications (up to 20)	12	16	8	4	40	\$7,409	\$370	\$7,780
2.6	Contract Change Orders (up to 10) and Potential Changes (up to 5)	8	16	4	2	30	\$5,626	\$281	\$5,908
2.7	Final Site Visit	4	4		2	10	\$1,936	\$194	\$2,130
2.8	Record Drawings	2	4	32	4	42	\$5,862	\$586	\$6,449
Subtotal Task 2		82	70	48	48	248	\$44,651	\$3,239	\$47,890
COLUMN TOTALS		118	94	60	68	340	\$61,783	\$4,797	\$66,579

**EXHIBIT D
HDR ENGINEERING, INC., CHARGE OUT RATES
January to December 2012**

**City of Colfax
Wastewater Treatment Plant Upgrade Project**

Project Principal	\$295
Senior Technical Specialist	275
Senior Project Manager	270
Technical Specialist III	255
Senior Geotechnical Engineer	245
Senior Electrical Engineer	240
Senior Structural Engineer	220
Electrical Engineer IV	215
Technical Specialist II	200
Geotechnical Engineer II	193
Mechanical Engineer II	189
Technical Specialist I	180
Electrical Engineer III / Process Engineer	173
Project Engineer III / Mechanical Engineer I/Architect II	160
CADD Manager	158
Electrical Engineer II / Architect I	154
Project Engineer II	150
Structural Engineer II	149
CADD Designer	144
Project Engineer I	140
Senior CAD Technician	135
Cost Estimator	130
Project Controller II	124
Staff Engineer II / CAD Technician II	120
Project Controller I	118
CAD Technician I	115
Staff Engineer I	108
Geotechnical Engineer I	100
Drafter	90
Electrical Intern	80
Project Coordinator	70
Clerical	60

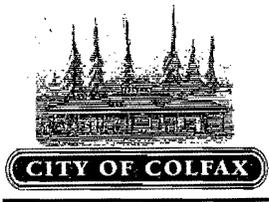
Please Note: Rates include current overhead rate plus profit and are adjusted annually.

EXPENSES

In-House Expenses

Technology Charge per Direct Labor Hour	\$3.70
Vehicle Mileage (per mile)	Current Federal Travel Regulation (FTR)
Color Copy (per copy)	\$0.75 to \$1.50
Photocopies (per copy)	\$0.10 to \$0.20
Bond Plotting - Black & White (per square foot)	\$0.135
Bond Plotting - Color (per square foot)	\$0.50
Vellum - Black & White (per square foot)	\$0.50
Mylar - Black & White (per square foot)	\$0.90

Please Note: Technology charges include computer, CADD, network, software, and other related technology services. Expenses and subconsultants are charged with a five percent markup.



**REPORT TO
COLFAX CITY COUNCIL**

**COUNCIL MEETING OF
May 9, 2012**

Agenda Item No.

7A

To: Honorable Mayor and Members of the City Council
From: Bruce Kranz, City Manager
Date: May 3, 2012
Subject: Second Reading and Adoption of Ordinance No. 517: An Ordinance of the City of Colfax Amending Colfax Municipal Code Title 8, Chapter 8.20, Section 8.20.130 to provide for collection of delinquent refuse service charges on the County tax roll

Recommended Action: Conduct Public Hearing, Consider Public and Staff Comments and Adopt Ordinance No. 517

ISSUE STATEMENT AND DISCUSSION:

Colfax Municipal Code Title 8, Chapter 8.20, Section 8.20.130 allows delinquent charges for garbage collection services to constitute a lien against the property for which the charges are incurred by recording a lien with the Placer County Recorder. Liens have the force, effect and priority of a judgment lien and continue for three years after the time of recording unless sooner released or otherwise discharged.

It is generally assumed that liens against real property are an effective method for collecting delinquent charges. Although liens are better than no remedy at all, they are not "self-executing". If the delinquent owner fails to voluntarily pay the delinquent charges, liens are typically paid when a property owner sells or refinances the property against which a lien has been recorded. If no sale or refinancing occurs, the lien holder must undertake legal proceedings to enforce the lien. In Colfax, liens are valid for only three years so a consistent and relatively aggressive enforcement process must be undertaken in order to collect the amounts due.

The proposed ordinance provides a more efficient and effective remedy for collection of delinquent refuse service charges. Under the proposed ordinance, Recology will prepare a report of delinquent accounts at least once each year. That report will itemize accounts that are 60 days delinquent. Upon receipt of the report, the City Manager or his/her designee will give notice to the owners of the property on the list and conduct a hearing on the validity of the charges. The hearing will allow property owners to present any valid objections they have to payment of the charges.

After the hearing, the City Manager will schedule the report for approval by Council resolution at the next regularly scheduled Council meeting. In most instances, that resolution will be on the consent calendar unless the Council directs otherwise. Assuming Council adopts the resolution confirming the report of delinquent accounts, the resolution and report will be forwarded to the

Placer County Tax Collector for placement on the County Tax Rolls. Delinquent accounts will then be collected and paid at the same time as annual real property taxes.

This ordinance will not create any liability from the City to the refuse franchisee. The ordinance specifically provides that the City is required to pay the delinquent charges to Recology only after the County disburses collected funds to the City.

Staff will be available to answer any questions Council may have.

FINANCIAL AND/OR POLICY IMPLICATIONS:

Unknown

CITY OF COLFAX

ORDINANCE NO. 517

AN ORDINANCE OF THE CITY OF COLFAX ADDING CHAPTER 8.20.130 TO TITLE 8 OF THE COLFAX MUNICIPAL CODE REGARDING REFUGE COLLECTION DELIQUENT CHARGES

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

Section 1:

Chapter 8.20.130 of the Colfax Municipal Code is hereby amended and restated as set forth in Exhibit A attached hereto and by this reference incorporated herein.

Section 2. Superceding Provisions

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

Section 3. Severability

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

Section 4. Effective Date

This ordinance shall take effect thirty (30) days after its adoption.

This ordinance shall, within 15 days after its adoption, be published or posted in accordance with Section 36933 of the Government Code of the State of California with the names of those City Council members voting for and against it.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Colfax held on the 25th day of April 2012, and passed and adopted at a regular meeting of the City Council held on the 9th day of May 2012, at a duly held regular meeting of the City of Colfax, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED AS TO FORM:

Alfred Cabral
City Attorney

Stephen Harvey
Mayor
ATTEST:

Karen Pierce
City Clerk

Ordinance 517

Attachment A

Title 8, Chapter 8.20, Section 8.20.130 is hereby amended to read as follows:

Refuse collection service-Charges-Delinquencies-Liens

A. The Contractor shall be entitled to payment from the Owner for any refuse collection services rendered by the Contractor. Any fees, rates or charges (collectively "Charges") which remain unpaid for refuse collection services rendered by the Contractor for a period of sixty (60) days or more after the close of the period for which they are billed may be collected thereafter by the City as provided herein.

B. At least once each year, or more often as the Council or City Manager deem appropriate, the City shall prepare or cause to be prepared a report of delinquent Charges. Information concerning delinquent accounts shall be provided by the Contractor or any other source the City deems reasonably accurate. The report shall include the parcel number of the real property upon which the Charges are delinquent, the name or names of the Owner of the real property to which the refuse collections services were provided, the street address of the property served, the period of service, and the amounts due including reasonable administrative charges, which administrative charges shall be as determined by the Franchise Agreement between the City and the Contractor or, if the Franchise Agreement does not specify an amount of administrative charges, then by the City Manager.

C. Upon receipt of the report of delinquent Charges, the City Council, City Manager or the City Manager's designee shall fix a time, date and place for hearing the report, and any protests or objections thereto. The hearing shall be held before the City Council, the City Manager or the City Manager's designee as soon as is practicable after receipt of the report of delinquent Charges. For purposes of this ordinance, the body or individual before which the hearing is conducted shall be referred to as the "Hearing Body". Notice of the hearing shall be mailed to the Owners of the property listed on the report not less than ten (10) days prior to the date of the hearing.

D. At the hearing, the Hearing Body shall hear any objections or protests of Owners liable to be assessed for delinquent Charges and administrative charges. The Hearing Body may make such revisions or corrections to the report as it deems just. If the Hearing Body is the City Council, then at the conclusion of the hearing and after making any revisions or corrections to the report as it deems just, the City Council shall confirm the report by resolution. If the Hearing Body is an entity or individual other than the City Council, then after the Hearing Body makes

any revisions or corrections to the report as it deems just, the report shall be submitted to the City Council for approval by resolution at its next regular meeting after the hearing.

E. The delinquent Charges set forth in the report as confirmed shall constitute special assessments against the respective parcels of land and are a lien on the property for the amount of such Charges. A certified copy of the confirmed report and resolution shall thereafter be filed with the County Auditor for the amounts of the assessments against the respective parcels of land as they appear on the then current assessment roll. The lien created attaches upon recordation, in the office of the County Recorder of the County of Placer, of a certified copy of the resolution of confirmation. The assessment may be collected at the same time and in the same manner as ordinary County ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in the case of delinquency as provided for such taxes. All laws applicable to the levy, collection and enforcement of County ad valorem taxes shall be applicable to such assessments, except that if any real property to which such lien would attach has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date in which the first installment of such taxes would become delinquent, then the lien which would otherwise be imposed by this section shall not attach to such real property and the delinquent fees, as confirmed, relating to such property shall be transferred to the unsecured roll for collection.

F. The Contractor may charge the City, at the established collection rates, for those owners who are delinquent. Said charges shall cover the period during which the Contractor provided collection and disposal services for the delinquent owner as confirmed by the report of delinquent charges and ensuing resolution. The City shall not become liable to pay such charges until the charges have been assessed against the owner and the County has disbursed funds covering said charges.