Contract Document for

North Main Bike Route and Pedestrian Improvements Project

City Project № 16-02

BID OPENING – Tuesday, August 16, 2016 at 2:00PM

Table of Contents

Bid Notice	2
General Conditions	3
Final Specifications	89
Bid Items	107
Plans	109
Construction Agreement	120
Corporate Bid Certificate	124
Bid Form A	125
Bid Form B	126
Bidders Bond	131
Designating Subcontractors	133

CITY OF COLFAX

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Colfax, California, will receive bids for the furnishing of all labor, materials, equipment, transportation and services for the **North Main Street Bike Lanes & Pedestrian Improvement Project** located in the City of Colfax, Placer County, California.

Sealed bid proposals shall be submitted on the forms provided by the City on or before August 16, 2016 at the Office of the City Clerk:

Colfax City Hall,
33 South Main Street,
PO Box 702
Colfax, California, 95713.

until Wednesday **August 16, 2016** at **2:00PM** at which time they will be publicly opened and read at said address.

Regular mail is only delivered to the P.O. Box and not the street address.

The City reserves the right to reject any or all bids. No formal bids will be accepted via FAX.

The contractor shall possess a **Class A, C12 or C32** license at the time the contract is awarded.

Bid specifications may be obtained from the City Clerk, Colfax City Hall, PO Box 702, Colfax, California 95713, (530) 346-2313. A **$27.00** non-refundable fee is required. Alternately, plans may be downloaded from the City website: http://www.colfax-ca.gov/services/public_notices.html

Contact the Project Manager at (530) 346-2313 for further detailed information and instructions for bidders.

Please publish **July 26, 2016 & August 9, 2016**.

TABLE OF CONTENTS

Page

GENERAL CONDITIONS:

ARTICLE 1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION..... 1

Section 1.01. Terms, Titles, or Phrases. 1
Section 1.02. Addendum/Addenda. 1
Section 1.03. Bid. 1
Section 1.04. City Council. 1
Section 1.05. Contract Documents. 1
Section 1.06. Contract Drawings or Plans. 2
Section 1.07. Contractor. 2
Section 1.08. City. 2
Section 1.09. Project Manager. 2
Section 1.10. City Inspector. 2
Section 1.11. Day. 3
Section 1.12. General Intent of Contract Documents. 3
Section 1.13. Harmonization of Various Parts of Contract Documents. 3
Section 1.14. Interpretations of Plans. 3
Section 1.15. Interpretations. 4
Section 1.16. Materials. 4
Section 1.17. Project. 4
Section 1.18. Project Engineer. 4
Section 1.19. Function of Project Engineer 4
Section 1.20. Reference to Codes. 5
Section 1.21. Site. 5
Section 1.22. Special Provisions. 5
Section 1.23. Specifications. 5
Section 1.24. Subcontractor. 5

ARTICLE 2. BONDS AND BONDING; INDEMNIFICATION AND INSURANCE. 6

Section 2.01. Bonds: Time to Submit. 6
Section 2.02. Performance Bond. 6
Section 2.03. Labor and Materials Payment Bond. 6
Section 2.04. Warranty and Maintenance Bond. 6
Section 2.05. Indemnification. 7
Section 2.06. Indemnification of Adjacent Property Owners. 7
Section 2.07. Insurance. 8
Section 2.08. Insurance; Endorsements. 9
Section 2.09. Insurance; Other Provisions. 9
Section 2.10. Insurance; Failure to Maintain. 10
Section 2.11. Insurance; Subcontractors. 10

Section 2.12. Insurance; Certificates and Endorsements. 11
Section 2.13. Worker's Compensation; Certificate; Posting. 11

ARTICLE 3. TIME OF WORK. 12

Section 3.01. Schedule of Work and Cost Breakdown. 12
Section 3.02. List of Materials and Schedule of Unavailable Materials. 12
Section 3.03. Approval of Progress Schedule and Materials List. 13
Section 3.04. Commencement of Work. 13
Section 3.05. Time of Essence. 13
Section 3.06. Date of Completion. 13
Section 3.07. Extensions of Time; Unavoidable Delays. 14
Section 3.08. Notice of Delays. 14
Section 3.08.05. Change Order No Basis for Delay Claim. 15
Section 3.09. Investigation; Procedure. 15
Section 3.10. Discretionary Time Extensions for Best Interest of City. 15
Section 3.11. Liquidated Damages. 16
Section 3.12. Extension of Time Not a Waiver. 16
Section 3.13. Suspensions Exceeding One Year. 16
Section 3.14. Effect of Stop Work Notice. 17

ARTICLE 4. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS. 17

Section 4.01. Sections of Drawings and Specifications. 17
Section 4.02. Coordination of Drawings, Specifications, and Work. 17
Section 4.03. Interpretation and Additional Instructions. 18
Section 4.04. Dispute as to Contract Requirements. 18
Section 4.05. Supplemental Drawings. 19
Section 4.06. Contractor's As-Built Drawings. 19

ARTICLE 5. SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS. 19

Section 5.01. Shop Drawings and Manufacturers' Instructions. 19
Section 5.02. Submission of Shop Drawings. 20
Section 5.03. Approval of Shop Drawings. 20
Section 5.04. Shop Drawings Showing Variation from Contract. 21
Section 5.05. Effect of Approval of Shop Drawings. 21

ARTICLE 6. MATERIALS AND PRODUCTS. 21

Section 6.01. Quality of Materials and Products. 21
Section 6.02. Better Material or Process. 22
Section 6.03. Industry Standards. 22
Section 6.04. Materials and Products Storage. 22
Section 6.05. Original Packages or Containers; Labels. 23
Section 6.06. Protection of Materials and Equipment. 23
Section 6.07. Providing and Paying for Materials. 23
Section 6.08. Warranty of Title. 23

Section 6.09. Patents and Royalties..... 24
Section 6.10. Payment of Federal or State Taxes. 24

ARTICLE 7. SUBSTITUTIONS AND APPROVALS. 24

Section 7.01. Drawings and/or Other Data..... 24
Section 7.02. Equal Materials; Substitutions. 25
Section 7.03. Effect of Allowance. 25
Section 7.04. Time for Proposing Substitutions; Decision. 25
Section 7.05. Samples and Testing of Proposed Substitutions; Costs of Adapting to Work. 26

ARTICLE 8. SAMPLES AND TESTING..... 26

Section 8.01. Materials and Work Which Must be Tested; Contractor's Expense. 26
Section 8.02. Materials Which May be Tested. 26
Section 8.03. Testing..... 27
Section 8.04. Selection of Samples. 27
Section 8.05. Delivery of Samples..... 27
Section 8.06. Approval of Samples. 27
Section 8.07. Damage Due to Testing..... 28
Section 8.08. Retesting. 28
Section 8.09. Effect of Sampling and Testing..... 28

ARTICLE 9. REJECTION AND REPLACEMENT OF WORK AND MATERIALS. 28

Section 9.01. Rejection of Materials and Workmanship. 28
Section 9.02. Removal of Rejected Materials..... 29
Section 9.03. Failure to Remove Unsatisfactory Materials..... 29

ARTICLE 10. SUPERVISION AND LABOR..... 29

Section 10.01. Skilled Labor. 29
Section 10.02. No Tenancy..... 30
Section 10.03. Dismissal of Unsatisfactory Employees..... 30
Section 10.04. Personal Attention and Superintendent; Contractor's Agent..... 30
Section 10.05. Inspection of the Work of Other Contractors. 30

ARTICLE 11. SUBCONTRACTORS; LISTING AND BID; SUBSTITUTION. 31

Section 11.01. Subcontracting. 31
Section 11.02. Disputes Between Subcontractors and/or Contractor. 31
Section 11.03. Listing of Subcontractors..... 31
Section 11.04. Dealings with Subcontractors. 32
Section 11.05. Termination of Unsatisfactory Subcontractors..... 32

ARTICLE 12. STATE REQUIREMENTS REGARDING WAGES/HOURS & EQUAL OPPORTUNITY. 32

Section 12.01. Applicability of Article. 32
Section 12.02. Prevailing Wage Rate. 32
Section 12.03. Payment of Prevailing Wage Rates. 33
Section 12.04. Travel and Subsistence Pay. 33
Section 12.05. Wage Rate for Crafts Not Listed. 33
Section 12.06. Records of Hours Worked and Wages. 33
Section 12.07. Underpayment of Wages. 33
Section 12.08. Penalties. 34
Section 12.09. Apprentices. 34
Section 12.10. All Employees on Payrolls; Submission of Records. 34
Section 12.11. Hours of Work; Approval of Schedules. 35
Section 12.12. Compliance with State Anti-Discrimination Laws. 35

ARTICLE 13. FEDERAL REQUIREMENTS. 36

Section 13.01. Applicability of Article. 36
Section 13.02. Davis-Bacon Act. 36
Section 13.03. Compliance with Federal Anti-Discrimination Laws. 46
Section 13.04. Compliance with Contract Hours and Safety Standards Act. 47

ARTICLE 14. PROTECTION OF WORKERS AND PUBLIC PROPERTY. 48

Section 14.01. Protection of Persons and Property. 48
Section 14.02. Protection and Repair of Work. 48
Section 14.03. Protection of Workers. 48
Section 14.04. Working Limits and Regulations. 49
Section 14.05. Protection of Existing Improvements. 49
Section 14.06. Traffic Signals and Traffic Control. 49
Section 14.07. Security of the Site. 50
Section 14.08. Watchmen. 50
Section 14.09. Removal of Barricades. 50

ARTICLE 15. PROTECTION OF ADJACENT PROPERTY. 50

Section 15.01. Protection of Adjacent Property; Notices. 50
Section 15.02. Fire Protection. 51
Section 15.03. Indemnity for Losses to Adjacent Property. 51
Section 15.04. Emergency Safety Actions. 52

ARTICLE 16. CONDUCT AND PROSECUTION OF THE WORK. 52

Section 16.01. Basic Standard. 52
Section 16.02. Surveys. 52
Section 16.03. Layout Work. 53
Section 16.04. Contractor's Equipment. 53
Section 16.05. Clearing Obstructions. 53

Section 16.06. Dust Control. 53
Section 16.07. Existing Conditions Shown on Drawings. 54
Section 16.08. Discovery of Unknown Conditions, Change Orders. 54
Section 16.09. Equipment and Methods. 54
Section 16.10. Approval of Contractor's Plans. 55
Section 16.11. Temporary Facilities and Services. 55
Section 16.12. Proof of Compliance with Contract. 55
Section 16.13. Coordination of Work. 55
Section 16.14. Joining Work. 56

ARTICLE 17. CHANGE ORDERS. 56

Section 17.01. No Changes Without Consent. 56
Section 17.02. Change Orders Authorized. 57
Section 17.03. Minor Change Orders by City Manager. ..... **Error! Bookmark not defined.**
Section 17.04. Change Orders Regarding Time for Completion. 57
Section 17.05. Effect on Sureties. 57

ARTICLE 18. INSPECTIONS. 57

Section 18.01. Access for Inspection. 57
Section 18.02. Inspections. 58
Section 18.03. Authority of City Inspector; Stop Work Notices. 58
Section 18.04. Effect of Inspections. 58
Section 18.05. Inspection of Completed Work. 59
Section 18.06. Notice to City of Inspection. 59
Section 18.07. Authority of Project Manager. 59
Section 18.08. Building Inspectors. 59

ARTICLE 19. PUBLIC UTILITIES. 60

Section 19.01. Utilities Used During Construction. 60
Section 19.02. Lighting. 60
Section 19.03. Permanent Utilities. 60
Section 19.04. Toilet Facilities for Workers. 61

ARTICLE 20. PERMITS, LICENSES, ORDINANCES, AND REGULATIONS. 61

Section 20.01. Basic Standard. 61
Section 20.02. Permits. 61
Section 20.03. Compliance with Laws and Regulations. 61
Section 20.04. Compliance with Laws and Regulations Indemnity. 62
Section 20.05. Specific State Laws and Regulations. 62
Section 20.06. Compliance with Conditions of Permits. 63

ARTICLE 21. PRESERVATION AND CLEANING. 63

Section 21.01. Protection of Work. 63
Section 21.02. Periodic Cleaning of Project. 63
Section 21.03. Final Cleaning of Project. 63

ARTICLE 22. OCCUPANCY BY CITY. 64

Section 22.01. Use of Completed Work. 64
Section 22.02. Repairs or Renewal in the Work. 64
Section 22.03. Effect of Occupancy. 64
Section 22.04. Coordination with Other Activities. 64

ARTICLE 23. PROGRESS PAYMENTS. 65

Section 23.01. Submission of Monthly Progress Payment Claims. 65
Section 23.02. Payment; Withholds. 66
Section 23.03. Posting Securities in Lieu of Withholds. 66
Section 23.04. Retaining Additional Amounts; Grounds. 67
Section 23.05. Disbursement of Withheld Amounts. 68
Section 23.06. Correction of Statement and Withholding of Payment. 68
Section 23.07. Effect of Progress Payments. 68

ARTICLE 24. FINAL INSPECTION. 69

Section 24.01. Notice of Final Inspection. 69
Section 24.02. Punch List. 69

ARTICLE 25. ACCEPTANCE AND FINAL PAYMENT. 69

Section 25.01. Contractor's Request for Final Payment. 69
Section 25.02. Additional Submissions. 69
Section 25.03. Project Manager's Final Estimate and Final Payment. 70
Section 25.05. Recordation of Notice of Completion and Acceptance of Contract. 71
Section 25.06. Notice of Completion. 71
Section 25.07. Retention Release. 71
Section 25.08. Retentions for Stop Notices. 71
Section 25.09. Non-Waiver. 72

ARTICLE 26. GUARANTEES. 72

Section 26.01. Guarantee Required. 72
Section 26.02. Form of Guarantee. 72

ARTICLE 27. CITY'S RIGHT TO TERMINATE CONTRACT. 73

Section 27.01. Termination for Cause. 73
Section 27.02. Termination for Cause – Procedure. 74

Section 27.03. Reconstruction in the Event of Loss. 74
Section 27.04. Option in Event of a Loss. 75
Section 27.05. Provisions for Termination of Contract. 75
Section 27.06. Termination for Convenience. 75

ARTICLE 28. ADDITIONAL PROVISIONS. 75

Section 28.01. Conflict of Interest. 75
Section 28.02. Notices. 76
Section 28.03. No Verbal Agreements. 76
Section 28.04. Examination of Proposed Project Location and Contract Documents..... 76
Section 28.05. Notice of Potential Claims; Appeal of the Determination of Claim. 77
Section 28.06. Anti-Trust Assignment. 78
Section 28.07. Contractor Not Agent, Nor Employee. 78

APPENDIX 1

State Wage Rates:

Pursuant to Article 12 of the General Conditions, the Contractor shall pay no less than the minimum wage rates set forth in the determination of the Department of Industrial Relations (DIR). However, each bidder is responsible to ascertain whether any amendments have been issued by the DIR, and to utilize the correct rates in calculating the bid.

Direct inquiries to the DIR, Prevailing Wage Rate Unit, Public Works, (415) 703-4774. Website: http://www.dir.ca.gov/DLSR/statistics_research.html#PWD.

GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION.

Section 1.01. Terms, Titles, or Phrases.

Whenever the following terms, titles, or phrases are used in the Contract Documents, the intent and meaning thereof shall be as defined in this article.

Section 1.02. Addendum/Addenda.

"Addendum" or "Addenda" written documents furnished by the City before award of the contract, interpreting plans and specifications or answering questions of intended bidders, and shall be incorporated in and are a part of the Contract Documents.

Section 1.03. Bid.

"Bid" shall mean the offer of the bidder to do the work, when submitted on the prescribed bid form, properly executed and bonded.

Section 1.04. City Council.

"City Council" shall mean the duly elected officials constituting the City Council of the City of Colfax.

Section 1.05. Contract Documents.

The "Contract Documents" shall include the notice and information to bidders, the bid form, the designation of subcontractors, the agreement for construction, the bidder's bond, the performance bond, the payment bond, these general conditions, the special provisions, the technical specifications, the City Construction standard specifications, city improvement standards, city standard drawings, the contract drawings and plans, all duly issued addenda, interpretations, and change orders, supplemental drawings, shop drawings, and manufacturers' instructions approved pursuant to Article 5 hereof, and the Contractor's guarantee and Warranty and Maintenance bond.

Section 1.06. Contract Drawings or Plans.

The "contract drawings" (sometimes hereinafter referred to as "drawings") or "plans" are the official plans and working drawings which show the location, character, dimensions and details of the work to be performed, all supplemental drawings issued by the City, and all drawings submitted by the Contractor and approved by the City pursuant to the Contract Documents. Once approved, all such drawings are incorporated into and become a part of the Contract Documents.

Section 1.07. Contractor.

"Contractor" shall mean the person or persons, partnership, or corporation, who have entered into the agreement for construction of this project with the City of Colfax, or his or their legal representatives, or successors, assigns, executors, or heirs.

Section 1.08. City.

"City" shall mean the City of Colfax, State of California, a municipal corporation. The City is sometimes designated "Owner" in the Contract Documents.

Section 1.09. Project Manager.

The "Project Manager" is **Wes Heathcock** or, at the City's election, the engineer or engineering firm employed or engaged as an independent contractor by the City to perform the services of a general Project Manager, including those services set forth in the Contract Documents.

The City Council hereby designates the Project Manager as the City's agent to perform all functions delegated to the Project Manager by the Contract Documents, to monitor the performance by Contractor of the work required by the Contract Documents, and to supervise the City Inspector(s).

The Project Manager will have the general supervision and direction of the work. The Project Manager shall have the right to accept or reject materials or workmanship; to decide the amount due at each payment period; and to determine when the Contractor has complied with the conditions of the contract.

Section 1.10. City Inspector.

The "City Inspector" shall mean the person or persons employed or engaged as (an) independent contractor(s) by the City to inspect the performance of the work by the Contractor for compliance with the Contract Documents. He hereby is designated as an agent of the City for such purpose and no other. He is supervised by, and reports

to, the Project Manager. The authority of the City Inspector to monitor the work shall be strictly limited to that authority specified herein, and no additional authority has been granted nor shall be inferred. The Project Manager may be designated as the City Inspector, in which case he shall perform the function and have the authority of both positions.

Section 1.11. Day.

Unless otherwise expressly defined, a "day" shall mean a calendar day of 24 hours, including each and every day of the year.

In computing days, the first day is excluded and the last day is included, unless it is a holiday, and then it also is excluded. Civil Code section 10 shall apply to such computations.

Section 1.12. General Intent of Contract Documents.

It is the overriding intent of the Contract Documents that the work performed shall result in a complete and operable project in satisfactory condition for occupancy, with all mechanical equipment in functional operating condition and fit for the use for which it is intended, and which complies in all respects with the Contract Documents. No extra compensation will be allowed for anything omitted but fairly implied to be included in the Contract Documents. The prices paid for the various items in the bid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all work necessary to complete the finished product as provided by the Contract Documents.

Section 1.13. Harmonization of Various Parts of Contract Documents.

All the various parts of the Contract Documents, including the specifications and plans and drawings, are intended to be explanatory of one another. Any work shown on the contract drawings and not on the specifications, or vice versa, is to be executed as if indicated in both. In case of conflict, the specifications shall govern over the contract drawings, special provisions shall govern over both the contract drawings and the general conditions, and subsequent addenda, interpretations, or change orders shall govern over the original documents, unless a different order of preference is necessary to comply with the specific purpose and intent of the contract.

Section 1.14. Interpretations of Plans.

In the event of a conflict between any of the documents which constitute the Contract Documents, it is the responsibility of the Contractor to notify the Project Manager and request an interpretation or correction, pursuant to the procedure set forth in Article 4 of these General Conditions.

Section 1.15. Interpretations.

"Interpretations" are all clarifications, additional instructions, and explanations issued by the Project Manager pursuant to Article 4 hereof, after award of the contract.

Section 1.16. Materials.

"Materials" is a generic term which shall include all building materials, articles, supplies, and equipment delivered to the project for incorporation in the work. "Materials" includes everything incorporated into the work except labor, unless otherwise noted.

Equipment shall mean all pre-manufactured or partially preassembled products or components, assembled or partially assembled before delivery to the site.

Section 1.17. Project.

"Project" shall mean the whole of the work referenced in the Contract Documents.

Section 1.18. Project Engineer.

The "Project Engineer" is the Engineer or firm engaged as an independent contractor by the City to design the project.

The authority of the Project Engineer to monitor and review the work shall be strictly limited to that authority specified herein, and no additional authority has been granted, nor shall be inferred.

Section 1.19. Function of Project Engineer

The Project Engineer is the design professional engaged as an independent contractor by the City of Colfax to design the project and to advise the Project Manager in all aspects of the construction phase of the project. His functions include advice and assistance to the Project Manager in the correct interpretation and application of the plans and specifications. However, the Project Manager is the City's representative on the project, not the Project Engineer. The Project Engineer is not authorized to issue addenda, interpretations, or change orders, or in any other way to bind the City in discussions with the Contractor.

Copies of all correspondence relating to the proper performance of the Contract Documents set from the contractor to the Project Manager shall be delivered as well to the Project Engineer. The Project Manager then shall consult with the Project Engineer prior to responding to the Contractor's requests.

When discussions between the Contractor and the Project Manager occur either on the site or elsewhere, but the Project Engineer is not present, the Project Manager in all cases reserves the right to consult with and obtain the advice of the Project Engineer prior to issuing his final opinion or instruction, and to revise any opinions or instructions he may have given prior to such consultation.

Section 1.20. Reference to Codes.

Unless otherwise noted, all references to statutes are to the laws of the State of California as codified in the various specified codes.

Section 1.21. Site.

"Site" is the area within which the project is to be constructed.

Section 1.22. Special Provisions.

The "special provisions" are specific clauses setting forth conditions or requirements peculiar to the work, and supplementary to the general conditions and technical specifications.

Section 1.23. Specifications.

"Specifications" include the City's general conditions, city standard construction specifications, city improvement standards, city standard drawings, the special provisions and technical specifications applicable to this work, all duly executed and issued addenda and interpretations, and all modifications approved by the City pursuant to a change order.

Section 1.24. Subcontractor.

"Subcontractor" shall mean each person or firm who is required by law to be and who is licensed to and will perform work, labor or render services to the prime contractor in or about the construction of the work, or who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid.

"Subcontractor" shall include all persons or firms within the authority of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contracts, commencing with section 4100.

ARTICLE 2. BONDS AND BONDING; INDEMNIFICATION AND INSURANCE.

Section 2.01. Bonds: Time to Submit.

Within ten (10) days after being notified of the award of the contract, and before the City will execute the agreement for construction, the Contractor to whom the work is awarded shall furnish and file with the City bonds as set forth below in sections 2.02 and 2.03.

Section 2.02. Performance Bond.

Contractor shall submit a faithful performance bond on the form provided with the Contract Documents, duly executed by a responsible corporate surety authorized to do business in the State of California and acceptable to City, conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. The amount of said bond shall be in a sum no less than one hundred percent (100%) of the total contract price.

Section 2.03. Labor and Materials Payment Bond.

Contractor shall also submit a bond on the form provided with the Contract Documents, duly executed by a responsible corporate surety authorized to do business in the State of California and acceptable to City, which in all respects complies with Civil Code sections 9550-9566, inclusive. This bond, hereinafter referred to as a "payment bond," shall be in a sum no less than one hundred percent (100%) of the contract.

Section 2.04. Warranty and Maintenance Bond.

Prior to final payment as provided in Article 25 herein below, Contractor shall furnish a bond issued by a responsible corporate surety licensed to do business in the State of California securing the performance by Contractor of his obligations undertaken by virtue of the guarantees required by Article 26 herein below. Such bond shall remain in full force and effect for a period no less than one (1) year after the acceptance by City of the work, and shall be in a sum no less than twenty percent (20%) of the total amount of the contract. In lieu of such bond, Contractor may submit a certified or cashier's check, cash or an irrevocable, unconditional letter of credit in a form acceptable to City, to secure performance of Contractor's obligations on the guarantee.

Section 2.05. Indemnification.

To the full extent and period allowed by law, Contractor shall hold harmless, defend, and indemnify the City and its officers, officials, employees, and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

The indemnity obligation expressly extends to and includes any and all liability, claims, damages, losses and expenses occasioned as a result of damages to adjacent property caused by the conduct of the work.

The indemnity obligation expressly extends to and includes any and all liability, claims, damages, losses and expenses, occasioned as a result of the violation by Contractor, the Contractor's agents, employees, or independent contractors or subcontractors, of any provisions of federal or state law. The indemnity obligation also expressly extends to and includes any liability, claims, damages, losses and expenses, or any property damage to property owned by any person while on or about the premises of the work or as a result of the work, whether such persons are on or about the premises by right or not, whenever the work is alleged to have been a contributing cause in any degree whatsoever.

Lack of insurance coverage does not negate Contractor's obligation to indemnify City as provided in these Contract Documents. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the City in contravention of section 2782 of the Civil Code.

Section 2.06. Indemnification of Adjacent Property Owners.

In the event the Contractor enters any agreement with the owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this contract, the Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, state or other governmental agency which owns or has any interest in such adjacent property. The form and content of such indemnification agreement shall be approved by the City prior to commencement of the work on or about such property. Contractor also shall indemnify the City as provided above and in Section 15.03.

Section 2.07. Insurance.

Contractor shall procure and maintain for the time period described below insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work under this contract and the results of that work by Contractor, its agents, representatives, employees, or subcontractors. All coverage available to the Contractor as named insured shall be made available to the City, its officers, employees and volunteers as additional insured. Contractor shall provide to City the full policy limits of Contractor's insurance, with coverage at least as broad as, and shall maintain limits no less than, the following:

A. General Liability. Contractor shall maintain in full force and effect a policy of commercial general liability insurance (ISO occurrence form CG0001) and Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractors (ISO form G0009) with limits no less than the following: one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this agreement, or the general aggregate limit shall be twice the required occurrence limit. (The occurrence form of policy is required whenever it is available.)

B. Worker's Compensation and Employer's Liability Insurance. Contractor shall fully comply with the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for worker's compensation. Contractor shall also maintain in full force and effect a policy of employer's liability insurance with limits no less than the following: one million dollars ($1,000,000) each accident; one million dollars ($1,000,000) policy limit bodily injury by disease; one million dollars ($1,000,000) each employee bodily injury by disease.

C. Automobile. Contractor shall maintain in full force and effect a policy of commercial automobile liability insurance (ISO Form CA0001 Code 1 (any auto) with limits no less than the following: one million dollars ($1,000,000) per accident for bodily injury and property damage.

D. Course of Construction. Contractor shall maintain in full force and effect a policy of course of construction insurance covering all risks of loss, less policy exclusions, with limits no less than one hundred percent (100%) of the replacement value of any loss, including items of labor and materials in place or to be used as part of the permanent construction, including surplus miscellaneous materials and supplies incident to the work, and such scaffolding, staging, towers, forms and equipment as are used on the work and not otherwise insured, with no coinsurance penalty provisions.

Section 2.08. Insurance; Endorsements.

The required insurance shall contain or be endorsed to contain the following provisions:

A. Added Insureds. The City, its officers, employees and volunteers shall be covered as insureds under the general liability, automobile, and course of construction policies with respect to liability arising out of activities performed by or on behalf of Contractor under this contract. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees and volunteers. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of section 2782 of the Civil Code.

B. Contractor's Insurance Primary. For any claims related to work or operations performed by or on behalf of Contractor, the Contractor's insurance coverage shall be primary insurance as respect to the City, its officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Thirty-Day Notice. The insurance coverage shall not be assigned, reduced, amended, cancelled, terminated, or not renewed by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, to City.

D. Subrogation. The worker's compensation insurance carrier shall waive all rights of subrogation against the City, its officers, employees and volunteers, for losses paid under the policy which arise from work performed for the City under this contract.

Section 2.09. Insurance; Other Provisions.

A. The insurance company or companies providing Contractor the coverages required by the Contract Documents shall be admitted in the State of California and have a current A.M. Best's rating of no less than A:VIII or equivalent acceptable to City.

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

C. The insurance shall be maintained at all times during prosecution of the work until sixty (60) days after final completion and acceptance by City if an occurrence policy form is used. If a claims made policy form is used, the following requirements apply:

1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4. The claims reporting period shall, at a minimum, continue for sixty (60) days after final completion and acceptance of the work by the City.

5. A copy of the claims reporting requirements, including the reporting periods applicable to the policy, must be submitted to the City for review.

6. Contractor shall give its insurance carrier and City written notice of each and every event or incident occurring during work being performed under this contract that may ripen into a claim. Notice shall be given no later than ten (10) days after such event or incident.

Section 2.10. Insurance; Failure to Maintain.

If Contractor, for any reason, fails to maintain insurance coverage, the failure shall be deemed a material breach of contract. City, at its sole option, may terminate this contract and obtain damages from Contractor resulting from the breach. Alternatively, City may purchase the required insurance coverage, and without further notice to Contractor, City may deduct from the sums due to Contractor any premium costs advanced by City for the insurance.

Section 2.11. Insurance; Subcontractors.

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 0413.

Section 2.12. Insurance; Certificates and Endorsements.

Contractor shall furnish City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Contractor shall replace certificates of insurance for policies expiring prior to completion of the work under the contract, and shall continue to furnish certificates for five years beyond the contract terminate date, when the Contractor has a claims made form of insurance.

Section 2.13. Worker's Compensation; Certificate; Posting.

Contractor shall sign and file with the City the following certificate on the form provided by the City:

> I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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.

Contractor shall require each subcontractor to file such statement with him prior to allowing that subcontractor to commence work.

If there is any employee working on the project who is not protected under the Worker's Compensation statute for any reason, including because engaged in hazardous work, Contractor shall provide, and shall cause each subcontractor to provide, adequate insurance for the protection of such employee.

Contractor shall post, and cause all subcontractors to post, in a conspicuous place on the project site, a statement as required by Labor Code section 3550, stating the name of the compensation insurance carrier or that the employer is self-insured, and who is responsible for claims adjustment. Said notice shall also include advice as to an injured employee's right to receive medical care, to select or change the treating physician pursuant to the provisions of Labor Code section 4600, and the right to receive temporary disability indemnity, permanent disability indemnity, vocational rehabilitation services, and death benefits, as appropriate. Contractor and all subcontractors shall also give every new employee, either at the time the employee is

hired or by the end of the first pay period, written notice of the information contained in Labor Code section 3550.

ARTICLE 3. TIME OF WORK.

Section 3.01. Schedule of Work and Cost Breakdown.

No later than thirty-five (35) days after execution of the agreement for construction or such other time as may be set forth in the special provisions, and before commencement of work, Contractor shall furnish to the Project Manager a schedule showing the estimated dates on which he will start each part or class of the work, the contemplated dates for completing such parts or classes, the days and hours proposed for work, and the approximate percentage of work scheduled for completion at any time. When requested by the Project Manager, Contractor shall also submit supplemental progress schedules from time to time during the progress of the work. The separate parts or classes shall be those specified by the Project Manager.

The progress schedule shall be practicable and consistent with the time requirements of the agreement.

Simultaneously with the progress schedule, Contractor shall furnish to the Project Manager a detailed estimate giving a complete breakdown of the contract price with reference to the parts or classes of work shown on the progress schedule.

The Contractor shall, to the fullest extent reasonable, carry on the work of construction of the various classes or parts of the project concurrently, and shall not defer construction of any portion of the work in favor of any other portion of the work, without the express approval of the Project Manager.

Section 3.02. List of Materials and Schedule of Unavailable Materials.

Within thirty-five (35) days after execution of the Contract Documents, or such other time as may be set forth in the special provisions, and before commencement of the work, Contractor shall submit to the Project Manager a complete list of all materials proposed for use in the work, whether or not mentioned in the specifications. Contractor shall specify any items which differ in any respect from materials specified.

This list shall include all materials which are proposed by the subcontractors as well as by the Contractor for use in the work.

This list shall include the cost quotations received for the materials specified, together with the cost quotations of any proposed substitution.

This list shall also specify the proposed delivery dates of all materials.

When this list of materials is submitted, Contractor shall also submit a schedule of any materials called for in the specifications that are not obtainable for installation in the project within the time limits set forth in the progress schedule. Failure to indicate such material on this schedule will be deemed sufficient cause for the denial of any request by Contractor for an extension of the contract time because of the unavailability of any materials. The schedule shall detail Contractor's efforts to obtain the materials in question and suggest substitutions pursuant to Article 7.

Section 3.03. Approval of Progress Schedule and Materials List.

Prior to commencing work, the Contractor shall secure the approval of the Project Manager of the progress schedule and materials list set forth above. The Project Manager may modify either consistently with the requirements of this agreement.

Once approved, both the progress schedule and the materials list shall be incorporated as part of the agreement and Contractor shall comply therewith.

Failure to meet the approved progress schedule is grounds for termination of the contract, pursuant to Article 27.

Section 3.04. Commencement of Work.

Contractor shall not commence nor allow any subcontractor to commence work before receiving a notice to proceed from the City, specifying the day work is to commence. Contractor shall commence work on such day, and shall prosecute the work diligently to completion thereafter.

Section 3.05. Time of Essence.

Time is of the essence of this agreement.

Section 3.06. Date of Completion.

Contractor obligates himself to make the whole work complete and satisfactory on or before the completion date specified in section 2 of the agreement for construction, plus any time extensions approved by change order. The date of completion is the date of recordation of the Notice of Completion pursuant to section 25.05 herein; provided that the date of completion shall be deemed to be the date the Contractor filed the "Contractor's Request for Final Payment" pursuant to section 25.01, if, and only if, the work was in fact complete and in full conformity with the Contract Documents when Contractor's request was filed.

Section 3.07. Extensions of Time; Unavoidable Delays.

The Contractor shall not be granted an extension of time except on the issuance of a change order by the Director of Public Services, upon a finding of good cause for such extension. Good cause for a time extension shall include only the following:

A. That materials or articles called for in the specifications are not obtainable form any source within a reasonable reach from the work, considering the material in question, within the time limits specified in the contract and that such materials or articles were listed by the Contractor in the list required by section 3.02 hereinabove; that the unavailability of the materials is in fact the cause for the delay, and could not have been cured by adjusting the progress schedule; and that the Project Manager certifies that the unavailability of such articles or materials are due to circumstances beyond the Contractor's control, not including the financial condition or unavailability of credit to the Contractor.

B. That delays in construction have resulted from circumstances beyond the control of the Contractor and which the Contractor could not have provided against by the exercise of reasonable care, prudence, foresight, and diligence. Unavoidable delays within the meaning of this subparagraph shall be those caused by the acts or neglect of the City or its officers, agents or employees; by acts of God; war, insurrection, civil disorder, fire, floods, epidemics, or strikes.

Delays in the prosecution of parts or classes of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts or classes of the work nor the completion of the whole work within the time specified are not unavoidable delays for purposes of this subparagraph.

C. That an extension of time may be granted due to weather which is unsuitable for the work currently in progress, upon a finding that the weather conditions in fact make it impossible for the work to proceed and upon the further finding that such weather conditions were not, and could not in the exercise of reasonable diligence, have been foreseen by the Contractor. Typical weather that should, in the exercise of reasonable foresight and diligence, be expected in the area at the time of year in question is not cause for an extension of time.

In all cases, the time authorized for extension shall be no greater than the number of days directly attributable to the good cause for the extension.

Section 3.08. Notice of Delays.

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as good cause for an extension, Contractor shall notify the Project Manager in

writing of the delay. Such notification shall specify with detail the cause asserted by the Contractor to constitute good cause for an extension. Failure of the Contractor to submit such a notice within seven (7) days after the initial occurrence of the event giving rise to the delay shall constitute a waiver by Contractor of any request for extension, and no extension shall be granted as a consequence of such delay.

Section 3.08.05. Change Order No Basis for Delay Claim.

Contractor and City agree the City's exercise of its rights to order changes in the work, regardless of the extent and number of changes, or to suspend the work, is within the contemplation of the parties and shall not be the basis for any claim for compensable delay. The rights of the Contractor to adjustments of the contract time and the contract sum, based on the changes in the work or suspension of the work, shall be governed solely by the provisions of Section 3.07 and 3.10 of these General Conditions

Section 3.09. Investigation; Procedure.

Upon receipt of a request for extension of time, the Project Manager shall conduct an investigation of the facts asserted by the Contractor to constitute good cause for an extension. The results of this investigation shall be reported by the Project Manager to the Contractor and the Project Manager shall indicate whether he will recommend for or against such extension to the Director of Public Services.

Contractor agrees that the determination of the Director of Public Services as to whether good cause for an extension exists, and, if so, the duration of the extension, shall be final and binding upon both City and Contractor.

Section 3.10. Discretionary Time Extensions for Best Interest of City.

The City reserves the right to extend the time for completion of the work if the Director of Public Services determines that such extension is in the best interest of the City.

In the event that such discretionary extension is made at the request of the Contractor, the City shall have the right to charge to the Contractor all or any part, as the Director of Public Services may deem proper, of the actual cost of engineering, inspection, supervision, incidental and other overhead expenses that accrue during the period of such extension, and to deduct all or any portion of such amount from the final payment for the work.

In the event such extension is ordered over the objection of Contractor, and the decision rests solely with the Director of Public Services and is not legally compelled for any cause, the Contractor shall be entitled to a change order adjusting the price paid to

reflect the actual costs incurred by the Contractor as a direct result of the delay, upon his written application therefor, accompanied with such verification of costs as the Project Manager requires.

Section 3.11. Liquidated Damages.

If the work is not completed by Contractor in the time specified in section 2 of the agreement for construction, or within any period of extension authorized pursuant to this article, or pursuant to a duly issued change order, Contractor acknowledges and admits that the City will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the City that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum specified in the Special Provisions for each calendar day of delay until the work is completed and accepted, and that both Contractor and Contractor's surety shall be liable for the total amount thereof, and that City may deduct said sums from any monies due or that may become due to Contractor.

This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only delays found by the Director of Public Services to be unavoidable pursuant to section 3.07 hereinabove, or time extensions granted by the City Council pursuant to section 3.10 hereinabove.

Payment by the City of any progress payments after the specified date of completion shall not constitute a waiver by the City of its right to claim liquidated damages in accordance with this section.

Section 3.12. Extension of Time Not a Waiver.

Any extension of time granted Contractor pursuant to this article shall not constitute a waiver by the City, nor a release of the Contractor from his obligations to perform this contract in the time specified by the agreement, as modified by the particular extension in question.

Granting of a time extension due to one circumstance on one request therefor shall not constitute a granting by the City of an extension of time for any other circumstance or the same circumstance occurring at some other time, and shall not be viewed by Contractor as a precedent for any other request for extension.

Section 3.13. Suspensions Exceeding One Year.

Should the work of this contract be suspended for a period exceeding one calendar year due to war conditions, labor conditions, legal actions, or for other conditions constituting the legal defense of impossibility of performance, Contractor

and City agree to enter into an agreement terminating the agreement upon the following terms and conditions.

City shall be responsible only to pay Contractor the actual value of the work performed from the date of the commencement of the work or from the date of the last progress payment, whichever is later, plus the ten percent (10%) withholds from such progress payments, less any deductions authorized by the Contract Documents.

As between the Contractor and City, it shall be conclusively presumed that the actual value for Contractor's work to the date of the last progress payment is no more than the actual amount of that progress payment plus the ten percent (10%) withhold from such progress payment; provided, however, that this section shall not preclude City from deducting charges from work or materials which do not meet the requirements of the Contract Documents.

Section 3.14. Effect of Stop Work Notice.

If the City orders a suspension of the work pursuant to Article 18, the days on which the suspension is in effect shall be included in determining the required completion date, and shall not otherwise modify or extend the time within which Contractor is to perform. In such event, Contractor shall not be entitled to any damages or compensation on account of such suspension or delay.

ARTICLE 4. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS.

Section 4.01. Sections of Drawings and Specifications.

For convenience, the specifications and drawings in the Contract Documents are arranged in several sections, but such separation shall not be considered as the limits of the work required of any separate trade. The terms and conditions of the work to be performed by any subcontractor are strictly between the Contractor and such subcontractor.

Section 4.02. Coordination of Drawings, Specifications, and Work.

Scale drawings, full-size details, and specifications are intended to be fully coordinated and to agree. Any work called for by the drawings, but not mentioned in the specifications, or vice versa, is to be furnished as though fully set forth in both documents. Where not specifically stated otherwise, all work and materials necessary for each unit of construction, even though only briefly mentioned or indicated, shall be furnished and installed fully and completely, including, but not limited to, the manufacturer's instructions and/or recommendations, as part of this contract.

Drawings showing the locations of equipment, wiring, piping, etc. are diagrammatic, and conditions will not always permit their installation in the location shown. In such event, Contractor shall notify the Project Manager and obtain an interpretation before proceeding with the work in question.

Section 4.03. Interpretation and Additional Instructions.

A. Notification by Contractor. Should the Contractor discover any conflicts, omissions, or errors in the Contract Documents, or have any question concerning interpretation or clarification of the Contract Documents, or if it appears to him that the work to be done or any matters relative thereto are not sufficiently detailed or explained in the Contract Documents, then before proceeding with the work affected he immediately shall notify the Project Manager in writing and request interpretation, clarification, or furnishing of additional detailed instructions and/or drawings concerning the work. All such questions shall be resolved and instructions to the Contractor issued within a reasonable time by the Project Manager, whose decision shall be final and binding.

Should the Contractor proceed with the work affected before receipt of instructions from the Project Manager, he shall remove and replace or adjust any work which is not in accordance therewith, and he shall be responsible for any resultant damage, defect, or added cost.

In the event of a failure to agree as to the scope of the contract requirements, the Contractor shall follow the procedure set forth in section 4.04 herein below.

B. Additional Detailed Instructions. At any time, the Project Manager may furnish additional detailed written instructions to explain the work more fully, and such instructions shall be a part of the contract requirements.

Section 4.04. Dispute as to Contract Requirements.

When the Contractor and the Project Manager fail to agree as to whether or not any work is within the scope of the Contract Documents, the Contractor shall nevertheless immediately perform such work upon receipt of the Project Manager's written order to do so. Within seven (7) calendar days after receipt of such order, the Contractor may submit a written protest to the Project Manager specifying in detail in what particulars the contract requirements were exceeded and the change in cost resulting therefrom. Failure to submit such protest within the period specified shall constitute a waiver of any and all right to adjustment in the contract price and the completion date due to such work, and the Contractor thereafter shall not be entitled to any adjustment of the contract price or time therefor.

The decision of the Project Manager shall be made within seven (7) days after receipt of the protest and shall be in writing. If the Contractor disagrees with the decision of the Project Manager, the Contractor may file a Notice of Potential Claim pursuant to Section 28.05 of this contract.

The time during which the protest is pending shall not be deducted from the time of completion of the contract.

Section 4.05. Supplemental Drawings.

In addition to the drawings incorporated in the Contract Documents, the Project Manager may furnish such supplemental drawings or instructions from time to time as may be necessary to make clear or to define in greater detail the intent of the contract drawings and specifications. In furnishing such additional drawings, the Project Manager shall have the authority to make minor changes in the work, not involving any extra cost, and not inconsistent with the overall design of the project. These supplemental drawings and instructions shall become a part of the Contract Documents, and the Contractor shall make his work conform to them.

The provisions of section 4.02 through 4.04, inclusive, shall apply to such supplemental drawings and instructions.

Section 4.06. Contractor's As-Built Drawings.

Contractor shall be provided one extra set of working plans and specifications which Contractor shall keep at the site of the work at all times. The following information shall be inserted and dimensioned on said drawings and specifications, in RED, by the Contractor: the exact location of all installations in their finished condition, including all structural, electrical, plumbing and mechanical installations; all changes in construction, materials and installed equipment; adequate dimensional data, both horizontal and vertical, to allow location of covered installations; the identification of changes authorized by change order, and the number of that change order. Upon completion of the work, said drawings and specifications shall be returned to the Project Manager.

ARTICLE 5. SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS.

Section 5.01. Shop Drawings and Manufacturers' Instructions.

The Contractor, at his sole cost and expense, shall furnish to the Project Manager and/or Project Engineer such drawings and other descriptive material as are required by the specifications, requested by the Project Manager, or which the Contractor proposes to use in performing the work. Such shop drawings shall be done with sufficient detail to adequately describe items proposed to be furnished or methods of installation to

enable the City and Project Engineers to determine compliance with the specifications and with the design and arrangement shown on the working drawings.

Contractor shall also submit copies of all manufacturers' instructions required by the specifications or requested by the Project Manager.

Such submittals shall be checked and coordinated with the work of all trades involved before they are submitted.

Section 5.02. Submission of Shop Drawings.

The Contractor shall submit no less than six (6) copies of all shop drawings or manufacturers' instructions, accompanied by a letter of transmittal, to the Project Engineer, listing the identifying number of the drawings submitted and cross-referencing them to the page or sheet in the specifications and/or working drawings to which they are related. One additional copy shall be delivered to the Project Manager.

All submissions must be marked with the name of the project and the name of the Contractor and shall be numbered consecutively and complete in every respect.

The Project Manager shall not accept shop drawings or manufactures' instructions which are not sufficiently dimensioned and detailed to demonstrate compliance with the Contract Documents.

The drawings and instructions shall be submitted promptly, so as to cause no delay in the work. The drawings and instructions shall be submitted so as to allow the Project and Project Managers a review period of no less than seven (7) days.

Section 5.03. Approval of Shop Drawings.

Contractor shall not proceed with the work as shown on the shop drawings or manufacturers' instructions until he is notified by the Project Manager that they have been approved.

Thereafter, the work shall proceed in accordance with the approved shop drawings or manufacturers' instructions, including any modifications thereto approved by the Project Manager.

Should the Contractor proceed with the work shown thereon before approval is received, he shall remove and replace or adjust any work which is not in accordance with the approved shop drawings or manufacturers' instructions, and he shall be responsible for any resultant damage, defect, or added cost.

When requested by the Project Manager, the Contractor shall resubmit shop drawings and manufacturers' instructions for reexamination and approval or disapproval.

Section 5.04. Shop Drawings Showing Variation from Contract.

It shall be the responsibility of the Contractor to specifically point out any variation or discrepancy between the shop drawings or manufacturers' instructions he submits and the Contract Documents.

Contractor shall make specific mention of all such variations, along with an explanation of why they are requested, in his letter of transmittal.

Failure by the Contractor to identify in his letter of transmittal any variation, discrepancy, or conflict with the contract drawings shall render the approval null and void, and Contractor shall bear all risk of loss and reconstruction costs or delays.

If any plumbing, mechanical, electrical, or structural modifications are required as a result of the approval of shop drawings or manufacturers' instructions which do not comply with the Contract Documents, such modifications shall be made without extra cost to the City, and without extension of the time specified for completion of the work.

Section 5.05. Effect of Approval of Shop Drawings.

The approval of shop drawings or other descriptive material shall not relieve the Contractor of any obligation for accuracy of dimensions and details; for conforming the work to the requirements of the Contract Documents; or from responsibility to fulfill the contract at no extra cost to the City, within the completion time.

ARTICLE 6. MATERIALS AND PRODUCTS.

Section 6.01. Quality of Materials and Products.

Contractor shall, if required by the Project Manager, furnish satisfactory evidence as to the kind and quality of materials provided.

The Project Manager may require, and the Contractor shall submit, a list designating the source of supply of each item of materials entering into the construction of the work, and in such event, such materials or products shall not be delivered to the work nor installed therein until after the Project Manager has approved such list.

Section 6.02. Better Material or Process.

In the event that Contractor furnishes a material, product, process, or article better than that specified in the Contract Documents, the difference in cost of such material, product, process, or article shall be borne by the Contractor.

Section 6.03. Industry Standards.

A. Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a Trade Association Standard, or other similar standard, shall comply with the requirements in the latest revision thereof, including any amendments or supplements thereto, in effect on the date of the Bid Form, except as limited to type, class, or grade, or modified in such reference.

B. The standard referred to, except as modified in the specifications, shall have full force and effect as though printed in these specifications. These standards are not furnished to the bidder for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements.

1. Where Federal Specifications are referred to as a measure of quality and standard, they refer to Federal Specifications established by the Procurement Division of the United States Government and are available from the Superintendent of Documents, U.S. Government Printing Office.

2. Where Federal Specification numbers are used, they refer to the latest edition including amendments thereto.

3. Where Commercial Standards (CS) or Product Standards (PS) are referred to as a measure of quality, standard, and method of fabrication, they refer to Commercial Standards and Product Standards issued by the U.S. Department of Commerce.

4. Where ASTM serial numbers are used, they refer to the latest tentative specifications, standard specifications, standard method or standard methods of testing, issued by the American Society for Testing Materials, unless specifically noted.

Section 6.04. Materials and Products Storage.

Materials, product and equipment storage is prohibited within the public right of way unless otherwise approved by the Project Manager. Contractor shall confine the storage of all materials, products, and equipment required in the performance of this

contract to the areas specified by the Project Manager. Contractor shall obtain prior approval from the Project Manager regarding areas for storage and methods of protection. All material, products, and equipment shall be brought and used upon the premises in such manner as to leave driveways and parking areas clear for the regular use of the public and City employees.

Section 6.05. Original Packages or Containers; Labels.

All materials delivered to the site shall be new, unless otherwise specified, of the type, capacity, and quality specified, and free from defects. All materials shall remain in their original packages or containers until ready for use. The labels of all packages or containers shall remain affixed, and kept legible. No product shall be stored in any container, the label of which does not accurately describe the contents of the container.

Section 6.06. Protection of Materials and Equipment.

Contractor shall protect the work, materials, and equipment from damage due to the action of the elements, trespassers, or other causes. He shall properly store materials and equipment and, when necessary, erect such temporary structures as are required to protect them from damage.

Section 6.07. Providing and Paying for Materials.

Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, products, articles, processes, labor, tools, equipment, and installation, and all associated superintendence of every nature whatsoever necessary to execute and complete the work within the specified time.

Section 6.08. Warranty of Title.

No material, article, product, supplies, or equipment for the work under this agreement shall be subject to any chattel mortgage, or a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier.

Contractor warrants good and sufficient title to all material, supplies, and equipment installed or incorporated in the work, and agrees upon completion of the work to deliver the premises together with all improvements and appurtenances, constructed or placed thereon by him, to City, free from any claims, liens, or charges.

Contractor agrees that neither he nor any person, firm, or corporation furnishing any materials or labor for any work covered by this contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon; provided, however, that nothing contained in this section shall defeat or impair the rights of persons

furnishing materials or labor under the payment bond given by Contractor, nor any rights under any law permitting such persons to look to funds due to Contractor but retained by City.

Contractor shall cause the provisions of this section to be inserted in all subcontracts and material contracts executed by Contractor and notice of this provision shall be given to all persons furnishing materials for the work.

This section shall not disallow Contractor's installing any devices or equipment of utility companies or of governmental agencies, the title to which is commonly retained by the utility company or the agency.

Section 6.09. Patents and Royalties.

All fees, claims, or royalties for any patented or copyrighted invention, article, arrangement, or plan that may be used upon or in any manner connected with the doing of the work or any part thereof shall be included in the price bid for doing the work. Contractor and his sureties shall protect and hold harmless the City and all of its officers, agents, and employees against any and all suits, demands, claims or causes of action brought or made by the holder of any invention, patent, copyright, or trademark, or arising from, any alleged infringement of any invention, patent, copyright, or trademark.

Before final payment is made on account of this contract, Contractor shall furnish acceptable proof to the City of proper release from all such fees or claims.

Section 6.10. Payment of Federal or State Taxes.

Any federal, state or local tax, specifically including sales and use taxes, payable on materials furnished by Contractor pursuant to the contract, shall be included in the contract price and paid by the Contractor.

The City shall furnish the Contractor with a certificate, on forms provided by the Contractor, to the effect that items furnished pursuant to this contract are for the exclusive use of the City.

ARTICLE 7. SUBSTITUTIONS AND APPROVALS.

Section 7.01. Drawings and/or Other Data.

Contractor may make proposals for substitutions to the working drawings and/or specifications. All such proposals shall be in writing, and shall be accompanied by drawings and/or other data, including cost data of the proposed substitutions, and all information required by the Project Manager to make a fair evaluation of the

Contractor's request. It is the intent of this article to comply with Public Contract Code section 3400.

Section 7.02. Equal Materials; Substitutions.

Whenever in the Contract Documents any materials, products, processes, or articles are indicated or specified by the name brand of the manufacturer, or by patent or proprietary names, such specifications shall be deemed to be a measure of quality and utility or a standard, and shall be deemed to be followed by the words, "or equal".

If the Contractor desires to use any other brand or manufacturer of equal quality and utility to that specified, he shall make application to the Project Manager in writing and shall submit samples, if requested.

The Project Manager then will determine whether or not the proposed substitution is equal in quality and utility to the material specified, and his decision shall be final.

Requests for substitutions in materials will only be considered when offered by the Contractor as required by this article, and no deviations from the specifications will be allowed unless such substitutions have the prior written approval of the Project Manager.

Section 7.03. Effect of Allowance.

If the Project Manager allows the substitution, the Contractor shall be solely and directly responsible for setting approved substituted materials and/or equipment into the available space, and for the proper operation of the substituted equipment with all other equipment with which it may be associated, all in a manner acceptable to the City.

No time extensions shall be granted on account of a substitution. The contract price shall be adjusted by the price difference between the approved substitution and the originally specified item.

Section 7.04. Time for Proposing Substitutions; Decision.

All requests for substitutions shall be made within thirty-five (35) days from the date of the award of the contract. Failure to meet said time period shall constitute a waiver by Contractor and an acceptance of the specified materials. Late submittals may be considered only when the Project Manager consents in writing, and the City's best interests so require.

The Project Manager shall evaluate said request, and shall approve, deny, approve with conditions, or initiate the procedure for a change order in response to Contractor's request. If the proposed substitution is rejected, Contractor shall provide the material originally specified. The decision of the Project Manager shall be final.

The Contractor shall bear the burden of proof that his proposed substitutions are of equal quality and performance to the originally designated material or specification.

Failure by Contractor to identify all deviations from the Contract Documents in his request for substitution shall render any City action taken thereon null and void. Contractor shall bear all costs resulting from any error in the request for substitution.

Section 7.05. Samples and Testing of Proposed Substitutions; Costs of Adapting to Work.

When the Project Manager determines that samples and testing are required to decide a request for a substitution, he shall so advise the Contractor, and specify the materials or work to be sampled. Contractor shall, at no cost to the City, provide such samples as required by Article 8, dealing with samples and testing.

Contractor shall bear all costs of sampling and testing required to decide a request for substitution, and if a substitution is accepted, Contractor shall bear all costs associated therewith, including the cost of architect's and/or engineer's services required to adapt the substitution to the design to the complete satisfaction of the City, and all costs of mechanical, electrical, structural, or other changes needed to adapt the substitution to the work.

ARTICLE 8. SAMPLES AND TESTING.

Section 8.01. Materials and Work Which Must be Tested; Contractor's Expense.

Materials and/or work which require sampling and/or testing are specified in the Contract Documents. The Contractor shall bear the full cost of providing samples and all testing of such materials and/or work.

Section 8.02. Materials Which May be Tested.

The City reserves the right to require Contractor to provide samples, and to perform tests on any materials, articles, equipment, installations, or construction performed by Contractor in addition to those specified in the Contract Documents. The City shall assume the cost of sampling and testing materials only when the Contract Documents do not require the Contractor to do so. In such event, City may, if appropriate, issue a change order.

Section 8.03. Testing.

All tests shall be performed under the supervision of the testing laboratory or consultant employed by the City during regular working hours.

Section 8.04. Selection of Samples.

All samples and specimens for testing shall be selected by the Project Manager or by the testing laboratory, but not by the Contractor.

Section 8.05. Delivery of Samples.

The Contractor shall, at his sole cost and expense, furnish, package, mark, and deliver all samples to be tested at locations other than the site. Such samples shall be delivered either to the City or to the testing laboratory or such other address specified by the Project Manager.

Delivery of all samples to the testing laboratory shall be made in ample time to allow the test to be made without delaying construction. No extra time will be allowed for the completion of the work by reason of delay in testing samples required by the Contract Documents or due to Contractor's request for substitution.

Contractor shall allow free access at all times to the representatives of the testing laboratory to the site of the work, and shall point out the sources from which samples are taken.

All test reports shall be sent to all parties specified by the City.

Section 8.06. Approval of Samples.

No materials or work of which samples and/or tests are required shall be used or covered until the Project Manager approves such samples and/or tests. If contractor installs, uses, or covers any such material, article, or work prior to testing and approval, such shall be at Contractor's sole risk and expense, and he shall bear all costs of uncovering, repair, and replacement thereof.

The approval of any samples shall be for the characteristics thereof, or for the uses named in such approvals, and no other.

No approval of any samples shall be deemed a change or modification in any requirement of the Contract Documents.

Upon testing of any sample of material or work, no additional sample shall be considered unless approved by the Project Manager.

All material or work installed after the sampling and testing is performed and approved shall be equal to or better than the approved sample in all respects.

Section 8.07. Damage Due to Testing.

Contractor shall, at his sole cost and expense, repair all damage resulting from testing specified in the Contract Documents. The City shall issue a change order for repair of damage due to sampling or testing other than specified in the Contract Documents.

The Contractor shall not make any tests upon portions of the building already completed, except with the prior written consent and under the direction and control of the Project Manager.

Section 8.08. Retesting.

If as a result of any test, whether originally specified or not, any material or work is found to be unacceptable, it shall be rejected, and all further sampling and testing required by the City shall be at Contractor's expense.

Section 8.09. Effect of Sampling and Testing.

The City assumes no obligation, and the Contractor shall be relieved of no obligation undertaken pursuant to the Contract Documents by virtue of sampling and testing specified in this article.

The responsibility for incorporating satisfactory materials and workmanship which meet the Contract Documents in the work rest entirely with the Contractor, notwithstanding any prior samples or tests.

ARTICLE 9. REJECTION AND REPLACEMENT OF WORK AND MATERIALS.

Section 9.01. Rejection of Materials and Workmanship.

The City shall have the right to reject materials and workmanship which are determined by the Project Manager to be defective or fail to comply with the Contract Documents.

Rejected workmanship shall be corrected satisfactorily, and rejected materials shall be removed from the premises and replaced, all without cost to the City.

If the Contractor does not correct such rejected work and/or materials within a reasonable time, fixed by the Project Manager in a written notice to Contractor, the City may correct the same and charge the expense to the Contractor, and deduct such expense from the next progress payment otherwise payable to Contractor.

If the City determines that it is in its best interest not to correct defective workmanship and/or materials, or work not done in accordance with the Contract Documents, the Contractor agrees that an equitable deduction from the contract price shall be made therefor, and deducted from the next progress payment.

Section 9.02. Removal of Rejected Materials.

Contractor promptly shall remove from the site all materials which have been rejected.

Section 9.03. Failure to Remove Unsatisfactory Materials.

If the Contractor does not remove materials which have been determined not to comply with the Contract Documents within a reasonable time, fixed by the written notice from the Project Manager, the City may remove such materials and may store the materials, all at the expense of Contractor. Contractor shall also bear the cost of replacement of any work damaged due to the removal of materials pursuant to this section.

Any materials removed and stored pursuant to this section shall remain the property and the responsibility of the Contractor, and it is the Contractor's obligation to dispose of such materials. Such materials shall not again be brought upon the site.

The Contractor shall submit to the Project Manager a statement of the source of supply for any such materials. The Project Manager thereupon shall notify such source that the specified materials have not been incorporated into the project, and no claim or stop notice therefor will be recognized. The Contractor shall fully indemnify the City for any claims, costs, or demands, made by any materialman regarding such materials.

The City reserves the right to satisfy any such materialman's claims by paying the same, and deducting the cost from the next progress payment.

ARTICLE 10. SUPERVISION AND LABOR.

Section 10.01. Skilled Labor.

All labor shall be especially skilled for the kind of work required, shall be conducted under the direction of a competent foreman, and workmanship shall be of the highest quality and finish in all respects.

Section 10.02. No Tenancy.

All workers, contractors, or contractors' representatives are admitted to the site only for the proper execution of the work, and have no tenancy.

Section 10.03. Dismissal of Unsatisfactory Employees.

All employees engaged in the work will be considered employees of the Contractor.

The Contractor shall discharge, or cause a subcontractor to discharge, any incompetent employee, or any employee not skilled for the type of work required.

Section 10.04. Personal Attention and Superintendent; Contractor's Agent.

The Contractor shall supervise the work to the end that it shall be faithfully prosecuted.

The Contractor shall at all times keep a superintendent who is fully empowered to act as agent for the Contractor on the site or available by telephone and within a reasonable distance. Contractor shall advise the City in writing of his agent, and of any limitations on his authority to act on behalf of the Contractor. The Contractor shall be responsible for the faithful observation of all instructions delivered to him or his authorized agent(s).

Any instruction issued by the Project Manager not otherwise required by the specifications to be in writing will, upon the request of the Contractor, be confirmed by the Project Manager in writing. All written instructions shall be deemed incorporated as part of this agreement.

Section 10.05. Inspection of the Work of Other Contractors.

It shall be the duty of the Contractor and all subcontractors, before beginning any work, to examine all construction and work of other contractors and/or subcontractors that may affect their work, and to satisfy themselves that everything is in proper condition to receive such work. The Contractor shall notify the Project Manager in writing of any discrepancies or conditions which do not meet this section. Failure on the part of the Contractor to so notify the Project Manager shall constitute an acceptance by the Contractor and all subcontractors of all construction in place as being suitable in all respects to receive further work by the Contractor or such subcontractors.

ARTICLE 11. SUBCONTRACTORS; LISTING AND BID; SUBSTITUTION.

Section 11.01. Subcontracting.

If Contractor shall subcontract any of the work to be performed pursuant to this agreement, Contractor shall be as fully responsible to the City for the acts and/or omissions of such subcontractor and of the persons either directly or indirectly employed or engaged as subcontractors by such subcontractor as he is for the acts and omissions of himself and persons employed by him.

Nothing contained in this agreement shall create any contractual relationship between any subcontractor and the City of Colfax.

Contractor shall bind every subcontractor, and every subcontractor of a subcontractor, by the terms of this contract which are applicable to the work to be performed by such subcontractor.

Section 11.02. Disputes Between Subcontractors and/or Contractor.

If, through acts or neglect on the part of the Contractor, including failure to supervise and control his subcontractors, any other contractor, subcontractor, or worker shall suffer loss or damage on the work, Contractor agrees to settle with such other contractor, subcontractor, or worker by agreement or arbitration, if such other contractor, subcontractor, or worker shall assert any claim against the City of Colfax or any of its officers, agents, or employees, on account of any damage alleged to have been so sustained.

In the event of the receipt of any such claim, the City shall notify the Contractor, who shall defend, indemnify, and save harmless the City and all of its officers, agents, and employees against any such claim.

The City shall not entertain any request for, nor engage in, arbitration or dispute resolution between subcontractors, subcontractors and the Contractor, nor the employees of either; provided, however, that in the event of any such dispute, the disputing parties shall all provide complete written explanations of all facts underlying such dispute on the request of the Project Manager; and provided further that the Project Manager, in his sole discretion, may be present at or call any meetings between the disputing parties.

Section 11.03. Listing of Subcontractors.

Contractor shall comply with the requirements in the instructions to bidders regarding the listing of subcontractors and shall comply with the requirements of the

Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contracts Code, commencing with section 4100, forbidding bid shopping and bid peddling and requiring accurate listing of all subcontractors.

Should the Contractor violate any of the provisions of that chapter, such violation shall be deemed a breach of this contract and the City shall have all remedies provided by California law, including but not limited to those provided in Public Contracts Code section 4110, allowing termination of the contract or penalty assessment of ten percent (10%) of the subcontract.

Section 11.04. Dealings with Subcontractors.

The City will deal only with the Contractor, and the Contractor shall be responsible for the proper execution of the work. Any and all discussions between any subcontractor and the City shall be initiated through, and conducted in the presence of, the Contractor or his representative.

Section 11.05. Termination of Unsatisfactory Subcontractors.

When any portion of the work that has been subcontracted by the Contractor is not being prosecuted in a satisfactory manner, the Contractor shall terminate the subcontract for such work.

Any such subcontractor which is discharged shall not again be employed on the project.

Any termination of a subcontractor pursuant to this section shall be in strict conformity with the requirements of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contracts Code, commencing with section 4100.

ARTICLE 12. STATE REQUIREMENTS REGARDING WAGES, HOURS AND EQUAL OPPORTUNITY.

Section 12.01. Applicability of Article.

This article applies to all contracts. In addition, Article 13 herein below applies to projects in which federal funds are used, as indicated in the Special Provisions.

Section 12.02. Prevailing Wage Rate.

Pursuant to Chapter 1 of Part 7, Division 2 of the Labor Code, commencing with section 1770, the Director of Industrial Relations (DIR) of the State of California ascertained the prevailing rate of wages in the locality in which the work on the project

is to be performed for each craft, classification, or type of worker needed to execute this contract. The prevailing rates so determined are on file with the Department of Industrial Relations. (See Appendix.) Said prevailing wage rates hereby are incorporated in this agreement and made a part hereof.

The Contractor shall obtain and cause copies of the determination of the prevailing rate of per diem wages to be posted in a prominent place at the job site, in accordance with the regulations of the Department of Industrial Relations.

Section 12.03. Payment of Prevailing Wage Rates.

Contractor shall pay, and shall cause all subcontractors under him to pay, not less than the specified prevailing rates of wages to all workers employed on the work in the execution of this contract and shall comply with all applicable requirements of California Labor Code sections 1720 through 1781.

Section 12.04. Travel and Subsistence Pay.

Travel and subsistence payments shall be made by Contractor and all subcontractors in accordance with section 1773.8 of the Labor Code.

Section 12.05. Wage Rate for Crafts Not Listed.

In the event this contract calls for work requiring any craft, classification, or type of worker for which the DIR has not specified a prevailing wage rate, the City will issue an addendum specifying a prevailing wage rate after consultation with the DIR, and Contractor and all subcontractors shall pay each worker engaged in the specified work not less than such rates. Pending such addendum, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the contract price shall be made if such assumption is incorrect.

Section 12.06. Records of Hours Worked and Wages.

Contractor shall maintain, and shall cause all subcontractors under him to maintain, records of the hours and wages of all employees employed on the work, and such records shall be open at all times for inspection by the City and/or the Division of Labor Statistics and Law Enforcement, in accordance with sections 1776 and 1812 of the Labor Code.

Section 12.07. Underpayment of Wages.

Contractor agrees that in the event of underpayment of wages to any employee on the work, whether by Contractor or any subcontractor, the City may retain from payments due to Contractor, an amount sufficient to pay such worker the difference

between the wages required to be paid by the DIR, and the wages actually paid such worker for the total number of hours worked. The City may disperse such retention to such employees.

Section 12.08. Penalties.

In accordance with Articles 2 and 3, Chapter 1, Part 7, Division 2 of the Labor Code, particularly sections 1775 and 1813, Contractor shall forfeit to City as a penalty the sum of twenty-five dollars ($25.00) over and above any retentions or withholds otherwise authorized by the agreement, as follows:

A. For each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wages for any work done under this contract by him or any subcontractor above him; and/or

B. For each worker employed in the execution of this agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of said Article 3.

Section 12.09. Apprentices.

Attention is directed to the provisions of sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by Contractor or any subcontractor under him.

The Contractor and all subcontractors under him shall comply with the requirements of section 1777.5 and section 1777.6 in the employment of apprentices.

Information relative to apprentice standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices. Adequate supervision of all apprentices shall be maintained at all times by Contractor and any subcontractor employing such apprentice.

Section 12.10. All Employees on Payrolls; Submission of Records.

Contractor shall not carry on his payrolls any person not actually employed by him, nor shall he carry on his payrolls employees of a subcontractor. Contractor shall show on his payrolls all persons actually employed by him on the work, in any capacity. Contractor shall supervise all subcontractors to ensure that all subcontractors comply with this section.

At the request of the Project Manager, Contractor shall provide, and shall require all subcontractors to provide, verification of the actual wages paid to any or all employees on the work, including but not limited to copies of the payroll records.

Section 12.11. Hours of Work; Approval of Schedules.

Eight (8) hours of labor constitutes a legal day's work, and forty (40) hours constitutes a legal work week. No worker employed at any time by the Contractor, or by any subcontractor upon the work, shall be required or permitted to work thereon more than eight (8) hours in any one calendar day or forty (40) hours in any one week, except as provided in Labor Code sections 1810 through 1815, inclusive.

Overtime shall be paid at the rate of not less than one and one-half (1-1/2) times the basic rate of pay, or at such higher rate as may be required by the DIR, applicable statutes or collective bargaining agreements.

The City reserves the right to approve or disapprove the days scheduled for work, and the hours during which work is in progress. The proposed days and hours of work shall be shown on the Schedule of Work required by section 3.01 hereof, and shall be modified from time to time as appropriate.

The Contractor is referred to the Special Provisions for further particulars regarding scheduling.

Section 12.12. Compliance with State Anti-Discrimination Laws.

The Contractor shall comply with section 1735 of the Labor Code, which provides that no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Chapter 1 of Part 7, Division 2 of the Labor Code.

Contractor's attention is directed to Article 13 hereof, setting for additional federal requirements which address this subject, but which do not supersede or in any way make ineffective the requirements of this section.

ARTICLE 13. FEDERAL REQUIREMENTS.

Section 13.01. Applicability of Article.

In addition to Article 12 hereinabove, this article applies when federal funds are used on the project. The Special Provisions specify whether such funds are being used, and set forth federal provisions applicable to the particular project, if any, in addition to those set forth herein.

Section 13.02. Davis-Bacon Act.

If the Special Provisions specify that federal funds are being used on this project, the Davis-Bacon Act applies. Federally determined minimum wage rates may exceed the State of California prevailing wage rates determined pursuant to Article 12 hereof. In case of a difference in the minimum wage rates, Contractor must pay not less than the higher rate.

In addition, the following federal regulations apply along with any amendments that may take effect prior to execution of their agreement:

From 29 CFR Section 5.5 (a):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof [see Appendix], regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs

incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in section 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a) (1) (ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The City shall require that any class of laborers or mechanics which is not listed in the wage contract shall be classified in conformance with the wage determination. The City shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the City agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the City to the Administrator of the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor, authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the City or will notify the City within the 30-day period that additional time is necessary.

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

(2) Withholding.

The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United State Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected,

and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency involved if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the City for transmission to the agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible

deductions as set forth in Regulations, 29 CFR Part 3;

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

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

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

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

(4) Apprentices and Trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of

Labor, Employment and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) <u>Trainees</u>.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5 (a)(1) through (10), and such other clauses as the federal agency involved may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment.

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

(8) Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 20 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

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

(10) Certification of Eligibility.

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

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

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

(11) Contract Work Hours and Safety Standards Act. The following provisions apply to any contract triggering the Davis Bacon Act which is in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (11)(i) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (11)(i) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (11)(i) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by

the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (11)(i) of this section.

(iv) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (11)(i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (11)(i) through (iv) of this section.

Section 13.03. Compliance with Federal Anti-Discrimination Laws.

Contractor shall comply with the following:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of the Equal Opportunity clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Federal Executive Order No. 11246 of September 24, 1965, and any amendments thereto, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 of September 24, 1965, and any amendments thereto, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such federal rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts in accordance with procedures authorized in Federal Executive Order No. 11246 of September 24, 1965, and any amendments thereto, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, and any amendments thereto, or by rule, regulation, or order of the Secretary of Labor, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Federal Executive Order No. 11246 of September 24, 1965, and any amendments thereto, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request in writing to the City, who, in turn, may request the United States to enter into such litigation to protect the interests of the City and of the United States.

Section 13.04. Compliance with Contract Hours and Safety Standards Act.

It is the Contractor's responsibility to comply with, implement, and enforce all relevant provisions of the Safety and Health Regulations for Construction promulgated by the Secretary of Labor under section 107 of the Contract Hours and Safety Standards Act (40 U.S.C. S333) as set forth in Title 29 CFR section 1926.1 et seq. Copies of these regulations may be obtained from Labor Building, 14th and Constitution Avenue, NW, Washington, D.C. 20013.

ARTICLE 14. PROTECTION OF WORKERS AND PUBLIC PROPERTY.

Section 14.01. Protection of Persons and Property.

Contractor shall at all times, until final acceptance and payment hereunder, maintain adequate protection against injury to persons, including employees, or damage to property, on or near the work, or adjacent to the work.

Contractor shall provide a safe environment for all functions to be performed by the Project Manager and the City Inspectors, and a safe place for all employees to work.

Contractor shall comply with all occupational safety laws, rules and regulations applicable to the work.

Section 14.02. Protection and Repair of Work.

Contractor shall maintain adequate protection of the City's structures, facilities, equipment, tools, materials, and any other property on or adjacent to the premises against damage, loss, or theft by providing adequate security measures. The Contractor shall, until final payment hereunder, maintain adequate protection of all of his work and work performed by others under this contract from damage, loss, defacement, or vandalism.

Contractor assumes full liability for the security and risk of loss from any cause of materials stored, work performed, and existing improvements on the site, and agrees to replace, at no cost to the City, at the time they are needed for incorporation in the work, any materials or work that may have become lost, damaged, destroyed, stolen, vandalized, or have otherwise been rendered unsuitable for use from any cause. Contractor shall repair or replace any such damage and remove any damaged or defaced material and/or equipment from the project site at no cost to the City, and Article 9 hereof shall apply to such material or equipment.

Section 14.03. Protection of Workers.

Contractor shall take all necessary precautions for the safety of all employees and others on the work, and to comply with all applicable provisions of federal, state and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed.

Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public, and shall post danger signs warning against the hazards created

by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, and falling materials.

Contractor shall designate a responsible member of his organization on the work, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Project Manager by the Contractor.

Contractor immediately shall replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that may exist.

The responsibility for maintaining a safe working site shall be the Contractor's, and the City undertakes no obligation to suspend the work or notify the Contractor of any hazardous conditions or noncompliance with safety laws.

Section 14.04. Working Limits and Regulations.

Contractor shall confine his apparatus, storage and materials, and construction operations to such limits as may be directed by the Project Manager, and shall not unreasonably encumber the project site or adjacent areas with his materials and/or equipment.

Contractor shall enforce any instructions from the Project Manager regarding signs, advertising, fires, danger signals, barricades, and/or smoking.

Section 14.05. Protection of Existing Improvements.

Contractor shall clean the portions of existing improvements and facilities which are used by, traversed or dirtied by the workers on the work, normal maintenance due to use by City employees or the public excepted.

All existing improvements and facilities shall be protected from any damage resulting from the operations, equipment or workers of the Contractor during the course of the construction.

All damage shall be replaced, repaired, and restored to its original condition without additional cost to the City.

Section 14.06. Traffic Signals and Traffic Control.

Existing signs, lights, traffic signals, control boxes, hydrants, meters, and other similar items occurring within the sidewalk areas shall be kept free of obstructions and accessible at all times. All such items shall be protected from Contractor's operations and shall not be obliterated or obscured by his equipment or materials.

Should it be necessary to cover up, move, or alter such items, this shall be done only with permission of the authorities having jurisdiction of the items involved.

Should it be necessary to block a street or sidewalk, Contractor shall first notify the Project Manager and the police and fire agencies with jurisdiction, and shall comply with their instructions, including scheduling limitations.

Section 14.07. Security of the Site.

Contractor shall take such steps as are necessary to adequately secure the site at such times as workers are not present on the site. At the Project Manager's request, Contractor shall meet with representatives of the police and fire agencies with jurisdiction, and shall comply with reasonable requests by such departments to secure the site.

Contractor's attention is directed to the Special Provisions regarding requirements for fencing the site, gates, and screening.

Section 14.08. Watchmen.

Contractor may, at his option and his expense, provide night watchmen for the work. The facilities for such watchmen shall be subject to approval of all agencies with jurisdiction, and this contract shall not constitute the approval by any City department with jurisdiction of the facilities proposed by the Contractor.

Section 14.09. Removal of Barricades.

Upon completion of the work, Contractor shall remove from the site all materials used for barricades, temporary scaffolding, or any other temporary uses.

ARTICLE 15. PROTECTION OF ADJACENT PROPERTY.

Section 15.01. Protection of Adjacent Property; Notices.

In addition to any requirements imposed by law, Contractor shall shore up, brace, underpin, and protect as may be necessary all foundations and other parts of all existing structures on the site or adjacent to the site which are in any way affected by the excavations or other operations connected with the completion of the work.

Prior to excavation, Contractor shall notify all public utilities and governmental agencies of the work proposed, and shall ascertain from them the exact location of their utilities.

Prior to commencing any work which in any way affects adjoining or adjacent land or buildings thereon, or public utilities, the Contractor shall send the Owner and occupants thereof a notice, which specifies the type of work to be done, the schedule of the work, the impacts expected from the work, and the protective measures being taken by the Contractor. The notice shall also specify that any person receiving such notice who has questions regarding it may contact the Project Manager.

Whenever any notice is required to be given to any adjoining or adjacent landowner or occupant, utility, governmental agency or other party before commencement of any work, such notice shall be given by the Contractor with a copy delivered to the Project Manager.

The Contractor shall, at the instruction of the Project Manager, meet with any recipient of such notice to explain and discuss the proposed work. The Project Manager may make such modifications to the Contractor's proposed working methods as described in the notice as are required to comply with this article, and Contractor shall make such modifications without cost to City.

Section 15.02. Fire Protection.

Contractor shall take all steps necessary to protect all structures from fires and sparks originating on the work, shall comply with all laws and regulations regarding fire protection, and shall comply with all instructions of the fire department with jurisdiction.

Contractor shall notify the Project Manager and the fire department prior to disconnection of either water or electrical service to the site, and shall comply with the fire department's instructions regarding fire safety.

Contractor shall provide fire extinguishers as necessary to protect the site and adjacent structures at all times.

Section 15.03. Indemnity for Losses to Adjacent Property.

Contractor shall defend, indemnify, and save harmless the City from any damages on account of any cause, including settlement and/or the loss of lateral subjacent support of adjoining property, damage to utilities' or governmental agencies' equipment or installations, and from all loss or expense and from all damages for which the City may be liable as a consequence of such injury or damage to adjoining or adjacent property and/or structures, or equipment or installations, including those owned by the City of Colfax.

Any damage arising from or in consequence of the performance of this contract to tracks, pavement, curbs, sidewalks, walls, stairs, sewage and/or drainage structures, mains, pipes, valves, conduits, poles, wires, transformers, trees, shrubs, adjoining work, or to any other improvement or property above or below the surface of the ground, whether private or public, shall be repaired at once by Contractor without expense to the City, if the owner thereof consents.

If, in the opinion of the Project Manager, the best interest of the City requires such repair to be made prior to the execution of any further work, the Project Manager will so notify the Contractor who shall delay or discontinue that part of the work until the necessary repair has been made. Such delay shall not be considered unavoidable and no extension for time of completion of this contract will be granted therefor.

Upon the failure of the Contractor to comply with any such order, or upon Contractor's failure to make immediate emergency repairs which are necessary to protect the work, the City shall do such work itself as is necessary to protect life and property, in its sole discretion, and deduct the total cost of such work from the next progress payment.

Section 15.04. Emergency Safety Actions.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without previous instructions or authorizations from the City, is authorized and shall act at the Contractor's discretion and risk to prevent such threatened loss or injury, and Contractor shall bear all costs of such action. Contractor immediately shall notify the Project Manager of such actions, and thereafter shall comply with any instructions issued by the Project Manager.

ARTICLE 16. CONDUCT AND PROSECUTION OF THE WORK.

Section 16.01. Basic Standard.

The Contractor shall take and assume full responsibility for all aspects of the satisfactory and faithful performance of the work in accordance with the Contract Documents.

Section 16.02. Surveys.

The City will establish all required reference benchmarks and lines adjacent to the work. From the information thus provided, the Contractor shall develop and make such additional surveys as are required for construction, such as slope stakes, batter boards, stakes for pipe and other utility locations, and other working points and lines and elevations.

Benchmarks, baselines, property boundaries, line and grad hubs, and other reference and construction points shall thereafter be maintained by the Contractor who shall be responsible for keeping their accuracy and who shall pay all costs of reestablishing them if they are disturbed.

The Contractor shall notify the Project Manager in writing at least ten (10) days prior to the time he will commence work on any part of the construction requiring surveys to be commenced by the Project Manager.

Section 16.03. Layout Work.

Contractor shall be responsible for all layout work, and shall lay out all lines, corners, levels, and grade stakes at the beginning of the project. The exact locations of all partitions shall be laid out on forms, walls, and flooring, as the work progresses. It is the Contractor's responsibility to exercise due care to verify all dimensions shown on the drawings before laying out the work.

The proper placement of the project on the site and the components within the structure is the Contractor's sole responsibility.

Section 16.04. Contractor's Equipment.

The Contractor shall provide adequate and suitable equipment and means of construction to meet all the requirements of the Contract Documents, including completion of the project within the time specified. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of his plant, equipment and methods, and those of all subcontractors on the site.

Section 16.05. Clearing Obstructions.

Unless specified otherwise, the Contractor shall clear all obstructions and prepare the site for the construction. Contractor shall verify dimensions and scale of all plans, and check all dimensions and levels shown thereon against the site after it is graded and prepared for construction.

Section 16.06. Dust Control.

Contractor shall at all times control dust originating from the work done, by sprinkling as needed and shall follow the Project Manager's directions in this regard.

Section 16.07. Existing Conditions Shown on Drawings.

Any investigations conducted by the City of existing conditions on the site are made for the purpose of design only, and there is no guarantee either express or implied, that the conditions indicated are representative of those existing throughout the work, or any part of it, or that unanticipated conditions might not occur.

Where investigations of subsurface conditions have been made by the City in respect to foundation or other subsurface structure design, such information represents only the statement by the City as to the character of materials which actually have been encountered during the investigations, and is only included for the convenience of bidders.

Section 16.08. Discovery of Unknown Conditions, Change Orders.

The Contractor shall promptly, upon discovery, and before the site is disturbed further, notify the Project Manager of any existing or latent condition at the site differing materially from those indicated on the Contract Documents, or physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered in work of this type.

The Project Manager promptly shall investigate, and if he finds the conditions do materially and substantially differ, and such differences cause an increase or decrease in Contractor's cost of, or the time required for, performance of any part of the work, he shall process a change order pursuant to Article 17 hereof.

No claim for extra compensation or time by Contractor for conditions described herein shall be allowed unless Contractor has given the notice required by this section.

Section 16.09. Equipment and Methods.

Only equipment and methods suitable to produce the quality of work required shall be permitted by the Contractor to operate on the work. If any part of the Contractor's plant, equipment, or methods of execution of the work are determined by the Project Manager to be unsafe or inadequate to deliver the required quality or rate of progress of the work, the Project Manager may order the Contractor to improve his facilities or methods, and the Contractor shall promptly comply with such orders; provided, however, that neither compliance with such orders nor failure by the Project Manager to issue such orders shall relieve the Contractor from his obligation to perform the work as required by the Contract Documents.

Section 16.10. Approval of Contractor's Plans.

The approval by the Project Manager of any drawing or method of work proposed by the Contractor shall not relieve the Contractor of his responsibility for compliance with the Contract Documents and shall not constitute any assumption of risk, responsibility, or liability by the City or any officers or employees thereof.

The Contractor shall have no claim for modification to this contract or the time within which the project is to be completed as a result of the failure or partial failure of inefficiency of any plan or method approved by the Project Manager. The Project Manager's approval shall be construed only to mean that the City has no objections to the Contractor using, upon the Contractor's own full responsibility, the plan or method so proposed.

Section 16.11. Temporary Facilities and Services.

The Contractor shall be responsible for providing and maintaining all necessary storage places, field offices, temporary roads, fences, and all utilities, including telephone, electric, gas, and water service to the site during construction at his sole cost and expense. Contractor shall not connect to fire hydrants for construction water without the previous written consent of the fire department with jurisdiction.

Contractor shall comply with all requirements of federal and state law and Colfax City ordinances regarding the placement of temporary facilities on the site, and the City shall not be deemed by this specification to have consented to such placement.

Section 16.12. Proof of Compliance with Contract.

In order that the Project Manager may determine compliance with the requirements of the Contract Documents which are not readily ascertainable through inspection and tests of materials and work, the Contractor shall, at any time requested by the Project Manager, submit such documents or other satisfactory proofs as required by the Project Manager to demonstrate compliance by the Contractor with the Contract Documents.

Section 16.13. Coordination of Work.

The Contractor shall be responsible for coordinating the work of the various subcontractors and trades employed on the work. He shall adjust, correct, and coordinate his work with the work of others so that no discrepancies will result nor unnecessary delays occur.

If completion is delayed because of any acts or omission of any subcontractors, the Contractor shall on that account have no claim against the City for extra compensation or time.

Section 16.14. Joining Work.

Where work of one trade or subcontractor joins or is installed upon the work of another trade or subcontractor, there shall be no discrepancy in mating or joining such work, which shall be done and finished in a good and workmanlike manner. In joining one kind of work with another, the marring or damaging of either shall be corrected at no expense to the City.

Should improper work of any trade be covered by that of another, it shall be the Contractor's responsibility to correct the improper work and to adjust costs between the various contractors or subcontractors, without cost to the City.

The City shall not be responsible for any damages suffered or costs incurred by the Contractor or any other contractor, subcontractor, or worker, resulting directly or indirectly from the award or performance or attempted performance of any other contract or contracts on the work, or caused by any decision by the City respecting the order of precedence in the performance of the contracts awarded for the completion of the work.

The Contractor shall be responsible to other contractors or City forces engaged in work on the site or adjacent thereto for all damages to their work, or persons employed thereon, or delays to their work, resulting from Contractor's failure to complete the work within the time for completion. Contractor shall adjust and coordinate his work with that of others so that no discrepancies result in the whole work, and shall defend and indemnify the City from all claims arising therefrom.

ARTICLE 17. CHANGE ORDERS.

Section 17.01. No Changes Without Consent.

No extra work shall be performed, and no change shall be made, except pursuant to a written change order from the City stating that the extra work or change is authorized, and no claim for any addition to the contract sum or time for completion shall be valid unless so ordered; provided, however, that nothing in this article shall excuse Contractor from proceeding with the prosecution of the work so changed. Contractor shall, when required by the Project Manager, furnish an itemized breakdown of the quantities and prices used in computing the value of any change requested by the Contractor, or that may have been ordered by the City.

Any such change order shall specify the cost adjustments associated therewith, and in no case shall the City pay or become liable to pay any sums different than those specified.

Section 17.02. Change Orders Authorized.

Subject to legal requirements relating to competitive bidding, the City may require changes in, additions to, or deductions from the work to be performed or the materials to be furnished pursuant to the Contract Documents. Adjustments, if any, and the amounts to be paid to Contractor by reason of any such change, addition, or deletion, shall be determined by one or more of the following methods:

A. By a lump sum proposal by the Contractor accepted by formal action by the City; and/or

B. By unit prices contained in the Contractor's original bid and incorporated in the Contract Documents or fixed by subsequent agreement between the City and the Contractor.

C. By such other method approved by the City.

Section 17.03. Change Orders Regarding Time for Completion.

Any time extension authorized by the City pursuant to Article 3 hereof shall be set forth in a change order issued by the City Council.

Section 17.04. Effect on Sureties.

All changes authorized by the Contract Documents may be made without notice to or consent of the sureties on the contract bonds, and shall not reduce their liability on the bonds.

The City reserves the right to require additional payment or performance bonds to secure a change order.

ARTICLE 18. INSPECTIONS.

Section 18.01. Access for Inspection.

The Project Manager, the Project Engineer, the City Inspector(s), or other employees or agents of the City shall at all times have access for the purpose of inspection to all parts of the work and to all shops wherein the work is in preparation, and Contractor shall cooperate and furnish such facilities and assistance as needed for the Inspectors.

Section 18.02. Inspections.

All work done and all materials furnished shall be subject to the inspection and approval of the Project Manager, either acting personally or through the City Inspector(s).

Any work constructed without required inspection, or not in compliance with the Contract Documents or instructions or orders of the Project Manager shall, upon the instruction of the Project Manager, be uncovered for inspection and properly restored after inspection and approval, at no cost to the City.

Section 18.03. Authority of City Inspector; Stop Work Notices.

The designated City Inspector shall be considered to be a representative of the Project Manager. It is his duty to inspect those portions of the work to which he is assigned.

The City Inspector shall have the authority to order the work entrusted to his inspection stopped if he determines that the work is proceeding in violation of the Contract Documents or any orders issued by the Project Manager.

Upon issuing a stop work notice, the City Inspector immediately shall notify the Project Manager, who shall inspect the work in question and determine whether it does or does not comply with the Contract Documents. The decision of the Project Manager shall be final. The Contractor shall thereafter comply with the instructions of the Project Manager regarding corrections needed to cure the defect. The superseded work shall be resumed only when such instructions are fulfilled, and a resume work notice is issued by the Project Manager. The Contractor shall not be entitled to an extension of time in the event of such suspension of work.

Section 18.04. Effect of Inspections.

Neither the final inspection and payment, nor any interim inspection or progress payment shall relieve the Contractor of any of his obligation to fulfill the contract as required by the Contract Documents.

Any work, materials or equipment not meeting the requirements and intent of the Contract Documents may be rejected, and unsuitable work or materials shall be made good, notwithstanding the fact that such work or materials may previously have been inspected and/or payment therefor may have been made.

Section 18.05. Inspection of Completed Work.

Should the Project Manager determine that it is necessary or advisable to make an inspection of work already completed at any time before final inspection and acceptance of the work, by removing or exposing the work, Contractor shall, upon instruction of the Project Manager, promptly furnish all necessary facilities, labor, and materials to do so. If such work is found to be defective in any respect due to the fault of Contractor or any subcontractor, Contractor shall defray all expenses of such examination and replacement shall be allowed Contractor and a change order shall be issued.

Section 18.06. Notice to City of Inspection.

Where the Contract Documents, instructions by the Project Manager, laws, ordinances, or any public authority having jurisdiction requires work to be inspected, tested or approved before the work proceeds, such work shall not proceed, nor shall it be covered up without inspection.

The contractor shall give notice to the Project Manager at least two (2) days in advance of the readiness for inspection.

Section 18.07. Authority of Project Manager.

The Project Manager shall decide all questions which may arise as to the quality or acceptability of materials and/or equipment furnished or work performed, and as to the manner of performance and the rate of progress of the work; all questions as to the interpretation of Contract Documents and specifications; all questions as to the acceptable performance of the contract; and all questions as to the compensation.

Section 18.08. Building Inspectors.

The Contractor shall provide access to building inspectors from the jurisdiction in which the project is located. Such building inspectors shall inspect the project for compliance with the applicable building, mechanical, fire and electrical codes.

In the event the Project Manager is an independent contractor of the City, such building inspectors will be independent of the Project Manager and the City Inspectors, and approval by either shall not constitute approval by the other.

The Contractor shall obey all orders of the building inspectors with jurisdiction, and if such building inspector reports a violation of any code within his jurisdiction, the Contractor immediately shall notify the Project Manager.

ARTICLE 19. PUBLIC UTILITIES.

Section 19.01. Utilities Used During Construction.

Contractor shall provide and pay for all necessary water, gas, and electricity required for all trades employed in the performance of this contract. Contractor shall also provide and pay for at least one, and if ordered by the Project Manager, more than one, telephone to be located on the site, and which shall be the primary means of communication between the Project Manager and the Contractor. Said telephone shall be made available to the City Inspector in the performance of his duties, without cost to the City.

The contractor shall send all required notices, make all necessary arrangements, and perform all other services required in the care and maintenance of such utilities.

The Contractor shall assume all financial responsibility concerning said utilities.

All temporary connections to such utilities shall be maintained in such manner as not to interfere with the continuing use of such utilities by the City during the entire progress of the work. Damage to or unscheduled disruption of existing utilities shall be repaired immediately, at no cost to the City.

The enclosing of such public utility equipment shall be done by the Contractor consistently with the requirements of the utility. Upon completion of the work, the contractor shall remove all enclosures and fill in and leave in a finished condition all openings for such utilities.

Section 19.02. Lighting.

Contractor shall furnish, wire for, install, and maintain temporary electric light where it is necessary to provide illumination for the proper performance and inspection of the work. The lighting shall provide sufficient illumination and shall be so placed and distributed that these specifications can be easily read in every place where said work is being performed. This temporary lighting equipment may be moved about, but shall be maintained throughout the work, available for the use of the Project Manager or City Inspector, whenever required for inspection.

Section 19.03. Permanent Utilities.

The Contractor shall install all permanent utilities called for by the Contract Documents strictly in compliance with all laws, regulations and requirements of the particular utility company or governmental agency providing the utility.

Section 19.04. Toilet Facilities for Workers.

The Contractor shall provide and maintain for the duration of the work temporary toilet facilities as required for the workers on the job. Such facilities shall conform to the requirements of the Placer County Health Department, and shall be weather-tight structures with raised floors.

The Contractor shall service such facilities daily, and shall pump such facilities as required, to maintain them in a clean and sanitary condition.

ARTICLE 20. PERMITS, LICENSES, ORDINANCES, AND REGULATIONS.

Section 20.01. Basic Standard.

The Contractor shall conduct the work so that all laws and ordinances for the protection of the public and the workers shall be obeyed fully both by Contractor and by all subcontractors on the site.

Contractor shall obtain and keep current all licenses or permits required by the Contractor's State License Law and/or other licenses required to authorize him to perform the work, and shall require all subcontractors to comply with this section.

Section 20.02. Permits.

Unless otherwise provided by the Contract Documents or ordered by the Project Manager, the Contractor shall obtain all permits, licenses, and/or entitlements that are required for the performance of the work by all laws, ordinances, rules, regulations, or orders of any officer and/or body with jurisdiction, shall give all notices necessary in connection therewith, and shall pay all fees lawfully required relating thereto and all costs and expenses incurred on account thereof.

Section 20.03. Compliance with Laws and Regulations.

The Contractor shall keep himself fully informed of and shall observe and comply with, and shall cause any and all persons, firms, or corporations employed by him or under him to observe and comply with all federal and state laws, and county or municipal ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed on the work, or the materials used in the work, or in any way affect the conduct of the work.

Section 20.04. Compliance with Laws and Regulations Indemnity.

Contractor shall save harmless, defend, and indemnify the City and all of its officers, agents, and employees against any liability or claim arising from or based upon the violation of any law, ordinance, regulation, order, or decree, whether by himself, his agents, employees, or his subcontractors or their agents or employees.

Section 20.05. Specific State Laws and Regulations.

In addition to the general requirements set forth above, Contractor's attention is directed to, and Contractor shall be responsible for conducting the project in compliance with all laws of the State of California governing the construction of public buildings, including, without limitation, the following:

1. The California Health & Safety Code and all applicable administrative code regulations adopted pursuant thereto.

2. All laws governing the employment of labor, qualifications for employment of aliens, payment of employees, convict-made materials, domestic and foreign materials, and accident prevention.

3. Title XIX of the California Administrative Code entitled "Public Safety," Chapter 1, State Fire Marshal, subchapter 1, "General Fire and Panic Safety."

4. General Industrial Safety Orders. Contractor, and all subcontractors, shall observe and conform to the provisions of Title VIII of the California Administrative Code relating to safe and proper use, construction, disposal, etc. of materials, machinery, and building appurtenances as therein set forth.

5. Code rules and safety orders. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal; the safety orders of the Division of Industrial Safety; and Department of Industrial Relations.

All of the above laws and regulations are expressly incorporated in this contract, and are as much a part of the Contract Documents as if they were incorporated in their entirety in these general conditions.

The Contractor shall not interpret the enumeration set forth above as being a complete listing of all applicable laws. It is Contractor's responsibility to inform himself regarding the requirements of all applicable laws and to obey them, and Contractor agrees by execution of the Contract Documents to do so at his sole cost, expense and risk.

Section 20.06. Compliance with Conditions of Permits.

Contractor shall conduct the work in conformity with the conditions imposed on all permits or other entitlements which address the performance of the work by the Contractor, whether or not such permits or entitlements are incorporated by the Contract Documents.

Such permits may include, but are not limited to, measures required during the construction of the work and incorporated in the project to avoid or mitigate the environmental effects of the project, pursuant to the California Environmental Quality Act, and such conditions imposed on use permits issued by any agency with jurisdiction.

It shall be Contractor's responsibility at all stages, from bidding through final completion, to inform himself of the requirements of any such permits.

Contractor's attention is directed to the Special Provisions setting forth additional requirements, if any, regarding this subject.

ARTICLE 21. PRESERVATION AND CLEANING.

Section 21.01. Protection of Work.

The Contractor shall protect and preserve the work from all damage or accident, and shall at his cost provide any temporary roofs, window and door coverings, enclosures, boxings, or other construction as required by the Project Manager for this purpose.

Section 21.02. Periodic Cleaning of Project.

The Contractor shall properly clean the work and the worksite as it progresses, and from time to time shall remove all dirt, debris, waste, rubbish, and implements of service from the project and the working area.

Contractor, at his sole cost, shall contract with a disposal company to remove all such rubbish, and shall have the containers therefor emptied at frequent enough intervals so that waste does not overflow the containers.

Section 21.03. Final Cleaning of Project.

Prior to final acceptance, the Contractor shall thoroughly clean the interior and exterior of the work, and the site and adjacent areas, including fixtures, equipment,

floors and hardware, and shall remove all fingerprints, plaster spots, stains, paint spots, and accumulated dust and dirt. Such cleaning shall include all windows, window sills and ledges, horizontal projections, porch floors, steps, rails, sidewalks, carpets, and other surfaces where debris may have collected, and all plumbing fixtures and unpainted metal.

All temporary labels, tags, and coverings shall be removed. Surfaces that are waxed shall be polished.

Such final cleaning will not be accepted unless the project is in all respects ready to occupy without further cleaning by City forces.

ARTICLE 22. OCCUPANCY BY CITY.

Section 22.01. Use of Completed Work.

Whenever, in the opinion of the City, the work or any part thereof, is in a condition suitable for use, and the best interests of the City require such use, the City may take possession, connect to, and open for public or City use the work or any part thereof.

Section 22.02. Repairs or Renewal in the Work.

Prior to the date of final acceptance of the work by the City, all necessary repairs or renewals in the portion of the work occupied pursuant to Section 22.01 hereinabove, or part thereof, made necessary due to defective material and/or workmanship, or to the operations of the Contractor, ordinary wear and tear excepted, shall be made at the expense of the Contractor.

Section 22.03. Effect of Occupancy.

The occupancy by the City of the work or any part thereof as contemplated in this article shall in no case be construed as constituting acceptance by the City of the work or any part thereof. Such use shall neither relieve Contractor of any of his responsibilities under the Contract Documents, nor act as a waiver by the City of any of the terms and/or conditions of the Contract Documents.

Section 22.04. Coordination with Other Activities.

In the event that the building, or any portion of the site is occupied by the City during the work, it shall be the responsibility of the Contractor to conduct his operations so as not to unreasonably interfere with the use of the occupied portions by the City.

The Contractor shall submit periodic schedules to the Project Manager proposing the times, areas, and types of work to be done within such areas. The Project Manager shall approve, conditionally approve, or reject such schedule, and the Contractor shall comply with the Project Manager's instruction.

In the event that the work produces conditions rendering uninhabitable the portions of the building, the site, or other areas occupied by the City, either because of noise, dust, vibration, smoke, fumes, or for any other cause whatsoever, the Project Manager may order the work ceased, or modifications to the schedule, and the Contractor shall comply.

Unless specified to the contrary in a change order, the Contractor shall be entitled to no time extension nor increase in the contract price by virtue of conflicts between the Contractor's work and the occupancy by the City of portions of the project, the site, or other areas, and resulting stop work orders issued pursuant to this section.

ARTICLE 23. PROGRESS PAYMENTS.

Section 23.01. Submission of Monthly Progress Payment Claims.

On or before the seventh (7th) day of each month, Contractor shall prepare and forward to the Project Manager a statement in writing, detailing the following work done during the preceding month:

A. The units of work completed during the preceding month, with reference to the progress schedule approved pursuant to Article 3, and the date of inspection and acceptance thereof.

B. The portion of the progress claim attributable to such units of work.

C. All acceptable materials furnished and delivered to and stored on the site for use in the performance of the work, but not yet incorporated in the work.

C. All acceptable materials furnished and delivered to and stored on the site for use in the performance of the work, but not yet incorporated in the work.

D. The value of such materials, with reference to the schedules of value provided pursuant to Article 3 hereof.

E. The date of inspection and acceptance by the City of any such materials.

Such claims shall be executed by the Contractor under penalty of perjury.

If the Contract Documents require the sampling and testing of any such materials or labor, the claim shall indicate whether such sampling and testing has been approved and, if so, the date thereof.

The Project Manager shall verify all such progress payment claims and shall take such steps as are necessary to investigate the accuracy of any statements made by the Contractor. Contractor shall provide such other and further documentation as ordered by the Project Manager to enable verification of a claim for a progress payment.

The Project Manager shall verify the claims for progress payments by use of the schedule of work and value of materials presented by the Contractor pursuant to Article 3 hereinabove.

Section 23.02. Payment; Withholds.

Upon approval of a claim for progress payment by the Project Manager, such claim shall be paid; provided, however, that the following amounts shall be withheld as security:

A. Up to ten percent (10%) of the value of the work done;

B. Up to ten percent (10%) of the value of the acceptable materials delivered to the site but not yet incorporated in the work.

On or before the thirtieth (30th) day of each month, the City shall pay to Contractor, while Contractor is carrying on the work, the balance of any progress payment not withheld as set forth above, after deducting therefrom all previous payments and all sums to be retained under the provisions of law or of the Contract Documents.

No such statement by the Contractor nor payment by the City shall be construed to be an acceptance by the City of any defective work or improper materials.

Section 23.03. Posting Securities in Lieu of Withholds.

Pursuant to Public Contracts Code section 22300, at the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank in California as the escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the contract. Alternatively, at the request and expense of the Contractor, the security withheld shall be paid by City directly to the escrow agent, as provided in Section 22300.

Securities eligible for investment under this section shall include those authorized by Section 22300.

The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Section 23.04. Retaining Additional Amounts; Grounds.

In addition to the amounts which the City may withhold as provided in section 23.02, the City shall retain a sufficient amount or amounts of any payment or payments otherwise due to Contractor as in the sole discretion of the City as may be necessary to protect the City in the event of the following:

1. Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished in or about the performance of the work on the project pursuant to the Contract Documents;

2. For defective work not remedied;

3. For failure of the Contractor to make proper payments to any of his subcontractors;

4. For the occurrence of reasonable doubt that the contract can be completed for the balance of payments then unpaid to the contractor, or the time remaining until the agreed completion date;

5. For failure of the Contractor to comply with any lawful or proper direction concerning the work given by any City representative authorized to have given such instruction;

6. For claims and/or penalties which state law assesses against the Contractor for violation of such law;

7. For any claim or penalty asserted against the City by virtue of the Contractor's failure to comply with the provisions of all governing laws, ordinances, regulations, rules, and orders;

8. For any reason specified elsewhere in the Contract Documents as grounds for a retention.

In order to adequately protect the City, the Contractor agrees that the basic standard to determine the amount of retention pursuant to this section shall be one hundred twenty-five percent (125%) of the amounts claimed or the value of the work not done or defectively done; provided, however, that City retains the authority to retain greater sums should such sums be necessary in the City's discretion to adequately protect it.

The City retains the right to make, or not to make, any partial progress payment involving sums not in dispute, or to retain the total progress payment pending resolution of any such dispute.

Section 23.05. Disbursement of Withheld Amounts.

The City, in its sole discretion, may apply any such retained amount or amounts to the payment of any such claims resulting in a retention. The Contractor agrees and hereby designates the City as his agent for such purposes, and any payment so made by the City shall be considered as a payment made under this contract by the City to the Contractor. The City shall not be liable to Contractor for any such payments made in good faith. Such payments may be made without a prior judicial determination of the claim or claims. The City shall render to the Contractor a proper accounting of any such funds disbursed on behalf of the Contractor.

Prior to applying such amounts as stated hereinabove, City shall afford Contractor an opportunity to present good cause, if any he has, why the claim or claims in issue are not valid or just claims against the Contractor. The City then reserves the right to take such further steps as are appropriate, in its sole discretion, including, but not limited to, seeking a judicial resolution of the controversy.

Section 23.06. Correction of Statement and Withholding of Payment.

No inaccuracy or error in any statement provided by Contractor shall operate to release the Contractor or any surety from the error, or from damages arising from such work, or from any obligation imposed by the Contract Documents. The City shall retain the right subsequently to correct any error made in any previously issued claim for the progress payment, or progress payment issued, by later adjustments to subsequent progress payments.

Section 23.07. Effect of Progress Payments.

Neither the payment, the withholding, nor the retention of all or any portion of any progress payment claimed to be due and owing to Contractor shall operate in any way to relieve Contractor from his obligations under this agreement. Contractor shall continue diligently to prosecute the work without reference to the payment, withhold, or retention of any progress payment. The payment, withhold, or retention of any progress payment shall not be grounds for an extension of time within which the Contractor is obligated to complete the contract.

ARTICLE 24. FINAL INSPECTION.

Section 24.01. Notice of Final Inspection.

When the work is completed, the Contractor shall request a final inspection. Within ten (10) days of the receipt of such request, the Project Manager shall make a final inspection. The Contractor or his representatives may be present at the final inspection. The purpose of such final inspection shall be to determine whether the work has been completed in accordance with the Contract Documents, including all change orders and all interpretations and instructions previously issued.

Section 24.02. Punch List.

The Project Manager shall notify the Contractor in writing of any deficiencies to be remedied prior to final acceptance, by preparing a written list, known in the industry as a punch list.

The Contractor shall remedy all items shown on the punch list prior to final acceptance by the Project Manager.

The Project Manager is not authorized to amend the contract by use of the punch list; it is provided solely for the benefit of the contractor to enable him to determine what items must be corrected before final acceptance will be recommended by the Project Manager. The City reserves the right to require compliance with the contract Documents, notwithstanding the issuance of a punch list or the completion by the Contractor of all items on the punch list.

In the event that the work still does not comply with the Contract Documents, the City reserves the right to issue such further punch lists as may be required, or to deduct from the final payment the cost of correction of any work not completed in accordance with the Contract Documents, but accepted by the City, without the issuance of further punch lists.

ARTICLE 25. ACCEPTANCE AND FINAL PAYMENT.

Section 25.01. Contractor's Request for Final Payment.

When he determines that the contract is complete and all items on the punch list have been satisfied, or he contends that such items are not required by the Contract Documents, the Contractor shall submit a request for final payment.

Section 25.02. Additional Submissions.

Simultaneously with the Contractor's request for final payment, the Contractor shall submit the following items to the City:

A. Contractor shall submit his declaration under penalty of perjury stating that all workers and persons employed, all firms supplying the materials, and all subcontractors upon the project have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in detail in the declaration.

B. Contractor shall submit a complete and accurate set of as-built drawings prepared by the Contractor pursuant to section 4.06 hereof.

C. Contractor shall submit his guarantee pursuant to Article 26 hereof.

D. Contractor shall submit his warranty and maintenance bond, as provided in section 2.04 hereof, securing paid guarantee pursuant to Article 26 hereof.

E. Contractor shall submit proof acceptable to City of Proper release from all claims regarding patents and/or copyrights pursuant to section 6.09 hereof.

F. The contractor shall submit five (5) sets of description completely covering the operation and maintenance of the mechanical and electrical installation. The descriptions shall include charts, diagrams, performance curves, catalog information, lubrication manuals, and details pertaining to the functioning of various items of equipment. Such description shall be divided logically into "systems" on the basis of operation without respect to trades, subcontractors or arbitrary specifications sections. The relationship of the "systems" shall be clearly and concisely detailed.

Section 25.03. Project Manager's Final Estimate and Final Payment.

Upon receipt of the submittals required by this article, the Project Manager shall prepare an estimate of the sum due to Contractor. Said estimate shall take into account the contract price, as adjusted by any change orders; amounts already paid; and sums to be retained for incomplete work, liquidated damages, and for any other cause under the contract.

The Project Manager shall transmit the Final Estimate to the Contractor for approval. If both parties agree, the Project Manager, after verification of completion of work and receipt of a warranty bond, shall release the final payment less the retention amounts.

Acceptance by the Contractor of the final payment shall constitute a waiver by the Contractor of any additional right to compensation under or by reason of the

Contract, and the payment so accepted by the Contractor thereupon shall become a complete settlement between the City and the Contractor.

Section 25.04. Intentionally Left Blank.

Section 25.05. Recordation of Notice of Completion and Acceptance of Contract.

Acceptance of the work by the Director of Public Services and the recordation of a Notice of Completion shall be in the manner prescribed by law, provided that the work shall then be fully and satisfactorily completed and the provisions of the contract documents fully and satisfactorily performed in all respects. The City reserves all rights provided by law and/or the Contract Documents if the work is not fully satisfactory.

Section 25.06. Notice of Completion.

Within thirty-five (35) days after the recordation of the Notice of Completion, the City Clerk shall present proof of recordation of the Notice of Completion to the Project Manager.

Section 25.07. Retention Release.

Following receipt of said proof of recordation of the Notice of Completion from the City Clerk, the Project Manager shall issue the release of retention pursuant to the final engineer's estimate, less retentions due to stop notices as provided in section 25.08 below.

Section 25.08. Retentions for Stop Notices.

The City may, in its sole discretion, and at any time, retain out of any money due the Contractor any unpaid claims alleged in stop notices filed pursuant to Civil Code section 9000 et seq.

The City retains all remedies it may have in the event of a stop notice dispute, including the right to proceed with the stop notice procedure set forth in the Civil Code or to seek immediate judicial relief through the stop notice procedure or any other applicable judicial procedure.

The basic standard to determine a sufficient retention in the event of a stop notice shall be one hundred twenty-five percent (125%) of the total of all stop notices timely filed; provided, however, the City retains the right to retain different or greater sums should such retention become necessary in its discretion.

Section 25.09. Non-Waiver.

Neither acceptance of nor payment for the work or any part thereof, nor any extension of time, nor any possession taken by City shall operate as a waiver of any of the provisions of this contract, nor shall a waiver of any breach of this contract be held to be a waiver of any other or subsequent breach. In addition, recordation of a Notice of Completion shall not be deemed an acceptance of latent defects, nor shall it constitute a waiver of any of the provisions of this agreement.

ARTICLE 26. GUARANTEES.

Section 26.01. Guarantee Required.

In addition to any guarantees required elsewhere by the Contract Documents, the Contractor shall guarantee the work for a period of one (1) year from and after the recordation of the Notice of Acceptance. Such guarantee shall be made on the form provided, as set forth in section 26.02 below.

Such guarantee is in addition to, and not in lieu of, the City's rights to enforce this contract in all respects.

Section 26.02. Form of Guarantee.

The guarantee required by this article shall provide as follows:

> The _____ hereby unconditionally guarantees that work performed pursuant to _____
> _____
> [Project Description] has been done in accordance with the requirements of the contract therefor and further guarantees the work of the contract to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of acceptance of the contract, unless a longer guarantee period is called for by the Contract Documents. The Contractor hereby agrees to repair or replace any and all work, together with any adjacent work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the contract or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the City of Colfax, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the City of Colfax, of any work not in accordance with the requirements of the contract or any defects in the work, he will commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time. In the event he fails to so comply, he does hereby authorize the City of Colfax to proceed to have such work done at the Contractor's expense and he will pay the cost thereof upon demand. The City shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the City of Colfax, or its property or licensees, the City may undertake at the Contractor's expense without prior notice, all work necessary to correct such hazardous condition when it was caused by the work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the City of Colfax's rights to enforce all terms of the contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the City of Colfax's rights on such contract.

_____

CONTRACTOR'S SIGNATURE

(Corporate Seal)

ARTICLE 27. CITY'S RIGHT TO TERMINATE CONTRACT.

Section 27.01. Termination for Cause.

The City may terminate the contract, pursuant to the provisions of this article, for the following causes:

A. The Contractor has been adjudged bankrupt or has made a general assignment for the benefit of creditors, or that a receiver has been appointed on account of the insolvency of the Contractor.

B. If the Contractor or any of his subcontractors violate any of the provisions of the Contract Documents or fail to perform the work within the time specified in the

progress schedule approved by the City; except in cases for which extensions of time previously have been authorized.

C. If the Contractor or any of his subcontractors should fail to make prompt payment to subcontractors or materialmen for material or for labor.

D. If the Contractor or a subcontractor persistently disregards laws, ordinances, or the instructions of the City.

E. For failure by the Contractor to provide and keep in full force and effect all insurance required by Article 2 hereof, and to cause all subcontractors to so comply.

Section 27.02. Termination for Cause – Procedure.

Upon the certification of the Project Manager that sufficient cause exists to justify the termination, the City Council may, without prejudice to any other right or remedy of the City, give written notice to Contractor and his surety or sureties of its intention to terminate the contract.

Unless within seven (7) days of the giving of such notice, the Contractor shall cease such violation and make satisfactory arrangements for a correction thereof, the contract shall, upon the expiration of the said seven (7) days, cease and terminate.

In the event of any such termination, the City shall immediately give written notice thereof to the surety and to the Contractor and the surety shall have the right to take over and perform the contract; provided, however, that if the surety within fourteen (14) days after service of the notice of termination, does not commence performance of the contract, the City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his sureties shall be liable to the City for any excess costs occasioned by the City thereby. In such event, the City may, without liability, take possession of and utilize in completing the work, such material as may be on the site of the work and necessary therefor. In any such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

Section 27.03. Reconstruction in the Event of Loss.

In the event of a partial or total destruction of any or all of the work or materials to be provided pursuant to this agreement, at any time prior to the final completion of the contract and the final acceptance thereof by the City, the Contractor promptly shall reconstruct, repair, replace, or restore, all work or materials so destroyed at no cost to the City.

Nothing herein provided shall in any way excuse the Contractor from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Contract Documents; provided that a reasonable time extension shall be negotiated by the parties.

This section shall not apply if the destruction is by an "Act of God" as defined in Government Code section 4151(b).

Section 27.04. Option in Event of a Loss.

In the event that any destruction or loss should exceed twenty percent (20%) of the value of the construction completed to date, as determined at the end of the preceding month, or is due to an "Act of God" as defined above, the City shall have the option, at its sole discretion, to terminate this contract.

Section 27.05. Provisions for Termination of Contract.

This contract is subject to termination as provided by sections 4410 and 4411 of the Government Code, being portions of the Emergency Termination of Public Contracts Act of 1949.

Section 27.06. Termination for Convenience.

City may terminate this Contract at any time at its convenience by giving notice in writing to Contractor, which notice shall state that it is a notice of termination for the convenience of City and shall specify the effective date of termination. Contractor shall promptly submit its termination claim to City. The parties shall negotiate a just and equitable termination settlement to be paid Contractor, which shall be based on actual costs and expenses accrued to the express date of termination plus a reasonable termination fee in an amount not to exceed ten percent (10%) of such costs and expenses. Amounts previously paid to Contractor shall be credited against any amounts determined to be due to Contractor pursuant to this section. Upon receipt of the notice of termination, Contractor shall immediately cancel its outstanding orders for procurement of materials, supplies and other miscellaneous goods.

ARTICLE 28. ADDITIONAL PROVISIONS.

Section 28.01. Conflict of Interest.

No official of the City who is authorized on behalf of the City to negotiate, make, accept, or approve, any architectural, engineering, inspection, construction, or materials supply contract, or any subcontract in connection with the construction of the project, or any land acquisition in connection with the project, shall become directly or indirectly interested personally in this contract or in any part thereof.

No officer, employee, architect, attorney, engineer, or inspector of or for the City who is authorized on behalf of the City to exercise an executive, supervisory, or other similar function in connection with the construction of the project shall become directly or indirectly interested personally in this contract or any part thereof.

Section 28.02. Notices.

Any notice from one party to the other pursuant to the Contract Documents shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner: If the notice is given to the Project Manager, it must be personally served at his offices, or by depositing the same in the United States mails in a sealed envelope, correct postage prepaid, and correctly addressed to the address shown in the instructions to the bidders.

To be effective, a copy of such notice shall also be served or mailed to the Project Manager at the address shown in the instructions to bidders.

If the notice is given to Contractor, it must be by personal delivery thereof to Contractor or to Contractor's superintendent at the site of the work, or by depositing the same in the United States mails, in a sealed envelope, addressed to the Contractor at the place designated in the bid by the Contractor for the receipt of correspondence.

If the notice is given to a surety of the Contractor, it must be by personal delivery to such surety or by depositing the same in the United States mails, in a sealed envelope, addressed to such surety or other person at the address last communicated by him to the City. Copies of all such notices shall be delivered to Contractor.

Section 28.03. No Verbal Agreements.

No verbal agreement or conversation with any officer, agent, or employee of the City, either before, during, or after the execution of the Contract Documents shall affect or modify any term or condition contained in the Contract Documents, nor shall such verbal agreement or conversation entitle Contractor to any additional payment or time to perform whatsoever under the terms of this agreement.

Section 28.04. Examination of Proposed Project Location and Contract Documents.

Contractor certifies and agrees that prior to bidding, he carefully examined the location of the project, that he carefully reviewed the Contract Documents, and that he is fully aware of all the work called for by the Contract Documents, the nature of the site, and the requirements of all specifications including these general conditions.

Section 28.05. Notice of Potential Claims; Appeal of the Determination of Claim.

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act or failure to act, by the City or any of its officers, agents, or employees, or the happening of any event, thing or occurrence, unless the Contractor shall have given the City written notice of the potential claim as specified herein.

The written notice of claim shall set forth the reasons for which the Contractor believes additional compensation should be paid, a firm estimate or accounting of the cost involved, and, insofar as possible, the total amount of the claim.

Such notice must have been given to the City prior to the time that the Contractor shall have performed the work giving rise to the potential claim, if based on an act or failure to act by the City, or in all other cases within fifteen (15) days after the happening of the event, thing, or occurrence giving rise to the potential claim, or following service of the Project Manager's statement of final inspection. The Director of Public Services shall review the claim and all supporting information and documentation and render a decision in writing, setting forth the reasons and findings for the decision, to accept, accept in part, or deny the claim, within fifteen (15) days after receipt of the notice of claim.

It is the intention of this section that differences between the parties arising as a result of performance of the contract shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing, or occurrence, for which no written notice of claim was filed as required by this section.

This section shall not supersede, but shall be superseded by, any provisions of these Contract Documents which specifically set forth the procedure for the Contractor to give notices of claims to the City in any particular case.

If the Contractor contests the decision of the Director of Public Services, the Contractor may appeal the decision to the City Manager. The contractor shall file the appeal with the City Clerk within seven (7) calendar days following receipt of the decision of the Director of Public Services. The appeal shall include a statement setting forth in detail all grounds alleged by the Contractor supporting their appeal of the Director's decision. Failure to file the appeal in a timely manner shall constitute a waiver and acceptance by the Contractor of the decision on the claim by the Director of Public Services. The decision of the City Manager on the claim shall be final.

Section 28.06. Anti-Trust Assignment.

By execution of the Contract Documents, or any subcontract awarded by the Contractor, the Contractor or any subcontractor offers and agrees to assign and hereby does assign to the City all rights, title, and interest in and to all causes of action such Contractor or subcontractor may have under section 4 of the Clayton Act (15 USC section 15) or under the Cartright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code, commencing with section 16700), arising from purchases of goods, services, or materials pursuant to this public works contract or subcontract. This assignment shall be made and shall become effective upon execution of the contract.

Section 28.07. Contractor Not Agent, Nor Employee.

Neither the Contractor nor any subcontractor, or any officer, agent, or employee of either, is, nor shall they represent themselves to be, an officer, agent, or employee of the City of Colfax for any purpose whatsoever.

No person employed by the Contractor, or by any subcontractors, are, nor shall they be construed to be in any manner or for any purpose whatsoever, employees of the City of Colfax.

CITY OF COLFAX
PUBLIC WORKS DEPARTMENT

SPECIAL PROVISIONS AND SPECIFICATIONS
FOR CONSTRUCTION OF
NORTH MAIN STREET BIKE ROUTE PROJECT

CITY PROJECT NO. (NORTH MAIN 16-02)
STATE PROJECT NO. ATL-5187(008)

FOR USE IN CONNECTION WITH STANDARD SPECIFICATIONS DATED 2015, STANDARD PLANS DATED 2015, AND LABOR SURCHARGE AND EQUIPMENT RATES OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, INSOFAR AS THE SAME MAY APPLY AND IN ACCORDANCE WITH THE SPECIAL PROVISIONS.

PAGE INTENTIONALLY LEFT BLANK

NORTH MAIN STREET BIKE ROUTE PROJECT

CITY PROJECT NO. (NORTH MAIN 16-02)
FEDERAL NO. ATP01-03-027M

The technical special provisions contained herein have been prepared by or under the direction of the following Registered Persons.

ROADWAY

CARLTON DONALD ALLEN, III
REGISTERED CIVIL ENGINEER

PAGE INTENTIONALLY LEFT BLANK

NORTH MAIN STREET BIKE ROUTE PROJECT

TABLE OF CONTENTS

SCOPE OF SPECIAL PROVISIONS 2
DISCREPANCIES AND OMISSIONS 2
9 PAYMENT 3
12 TEMPORARY TRAFFIC CONTROL 7
14 ENVIRONMENTAL STEWARDSHIP 10
19 EARTHWORK 11
51 CONCRETE STRUCTURES 11
73 CONCRETE CURBS AND SIDEWALKS 13
82 SIGNS AND MARKERS 13
84 MARKINGS 13

PAGE INTENTIONALLY LEFT BLANK

SPECIAL PROVISIONS
FOR THE
CITY OF COLFAX
NORTH MAIN STREET BIKE ROUTE PROJECT

SCOPE OF SPECIAL PROVISIONS

The work described in these Special Provisions shall be performed in conformance with the latest editions of the Placer County Standard Construction Specifications, the State Standard Specifications, Standard Special Provisions and Standard Plans, except insofar as these Special Provisions may modify them.

Numbering in these Special Provisions conforms to that in the State Standard Specifications. The existence of a Section in these Special Provisions means that the corresponding Section in the State Standard Specifications is modified in some respect. Unless otherwise specified, the modified State Standard Specification Provisions are deleted entirely, and the provisions of these Special Provisions are substituted.

The construction materials, payments, etc., for items of work shown in the proposal and on the plans, but not specifically mentioned in these Special Provisions are referred to the Standard Construction Specifications and State Standard Specifications for conformance.

DISCREPANCIES AND OMISSIONS

Any discrepancies or omissions found in the Contract Documents shall be reported to the Engineer immediately. The Engineer will clarify discrepancies or omissions, in writing, within reasonable time.

In resolving inconsistencies among two or more Sections of the Contract Documents, precedence shall be given in the following order:

Special Provisions
Placer County General Specifications
State Standard Specifications and Amendments to the State Standard Specifications, Standard Special Provisions, and Plans
Drawings

Addenda shall take precedence over all Sections referenced therein. Figure dimensions on Drawings shall take precedence over general Drawings.

1 GENERAL

In section 1-1.07B, Replace the definition of "Department" with:

City of Colfax or the Department of Transportation as defined in St & Hwy Code § 20 and authorized in St & Hwy Code § 90; its authorized representatives.

4 SCOPE OF WORK

Replace section 4-1.03 with:

The work to be performed consists, in general, of minor roadway widening and reconstruction, drainage improvements, placing striping and pavement markings, installing signage, and all other works are shown on the contract documents.

Add to section 4-1.13:

The Contractor shall remove all temporary pavement delineation.

Prior to submitting the final payment request, the Contractor shall remove all reference markings (i.e. USA markings, striping reference points, utility reference points) placed during the course of work.

6 CONTROL OF MATERIALS

Add to section 6-2.01A:

Material testing for this project will be provided by the Contractor as set forth in Section 6 of the Standard Specifications and the most current Placer County's Quality Assurance Program. The Contractor shall perform all testing to verify compliance with the Specifications of any and all materials furnished by the Contractor. The Contractor shall submit and receive the Engineer's approval of all compliance test results prior to incorporating materials into the project. The Contractor may elect to place material without the approved certificates of compliance and mix designs and shall be at the Contractor's own risk.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to section 7-1.04:

The Contractor shall cooperate with and notify the local police and fire departments, school districts, Refuse, ambulance services, and Public Works Division of proposed construction operations two (2) days before work is to begin.

The Contractor shall be responsible to notify and coordinate their schedule with schools that may be in or adjacent to the projects area.

Replace section 7-1.09 with:

7-1.09 PERMITS AND LICENSES

The Contractor shall obtain a business license from the City of Colfax prior to performing the work.

The Contractor shall obtain an Encroachment Permit from the Department of Transportation for traffic control activities that will extend into Department right-of-way.

The Contractor may use water from City of Colfax fire hydrants provided that the required permits are

obtained from **Placer County Water Agency** and the Contractor has paid the associated fees.

Replace section 7-1.10 with:

7-1.10 COOPERATION

The Contractor shall cooperate with other forces constructing, relocating, and/or modifying facilities within the project limits. The Contractor shall coordinate his work with that of others, including utility companies, to prevent delays.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present and/or relocated positions as shown on the plans or as described in the specifications, and that no additional compensation will be allowed for any delays, inconvenience, or damages sustained due to any interference from said appurtenances or the operation of moving them. In addition, the Contractor shall not be allowed any additional compensation for delays of inconvenience sustained by the Contractor due to the City not having City-supplied equipment ready for pick-up. In such a case, the City may increase the number of working days for the contract.

Five (5) days prior to beginning work, the Contractor shall provide to the Engineer, in writing, the name and telephone number of a representative who is directly involved with this project, and under the supervision of the Contractor. The Contractor's representative may be contacted by City staff during non-working hours including nights, weekends and holidays in the case of any public inconvenience and/or emergency relating to the Contractor's operations. The contact representative shall not be replaced by another company employee for the duration of the project without a written explanation from the Contractor which has been approved by the Engineer. Should a new representative be used, he/she shall be knowledgeable of the project, the events, and/or revisions that may be occurring.

Add section 7-1.12:

7-1.12 RIGHTS IN LAND AND IMPROVEMENTS

The Contractor is responsible for making arrangements to stock-pile and store equipment outside the public right of way as work is performed. Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, private property, including any Section closed to public traffic.

The Contractor shall secure easements at their own expense for any areas required for plant sites, storage of equipment or materials, or for any other purposes. Before occupying any easement area, the Contractor shall provide the Engineer a written statement from each property owner verifying easement acquisition.

Staging areas located on private property shall be restricted to properties where the property owner has given written authorization to the Contractor for use of said property. The Contractor shall submit, at the Pre-Construction meeting, documentation of the written authorization from the property owner(s). Prior to final acceptance of the project, the Contractor shall provide the Engineer a written statement of release from each property owner that granted an easement for the Contractor's operations.

8 PROSECUTION AND PROGRESS

Replace section 8-1.04A with:

8-1.04A TIME OF COMPLETION

For the purposes of this contract, all work under the contract shall be completed within 30 WORKING DAYS

beginning on the first effective working day as specified in the Notice to Proceed.

Delete the first two paragraphs of section 8-1.04B.

Add Section 8-1.05A CONSTRUCTION WORKING HOURS.

8-1.05A CONSTRUCTION WORKING HOURS

The construction working hours are Monday-Friday 7:00 AM to 5:00 PM.

Requests for authorization to perform work outside the hours listed above shall be made in writing at least 72 hours in advance.

9 PAYMENT

Delete section 9-1.07.

Add to section 9-1.16F:

As provided in California Public Contract Code 7200(b), you may not retain monies from progress payments to subcontractors, and subcontractors may not retain monies from their subcontractors. The exceptions provided in Public Contract Code 7200(c) shall not apply. You may require subcontractors to furnish payment and performance bonds issued by an admitted surety insurer.

Replace section 9-1.22 with:

All claims filed with the City must be in writing and include the documents necessary to substantiate the claim. Claims must be filed within the time limits set forth in this contract. In no circumstances, however, may a claim be filed after the day of final payment. Nothing in this subsection is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth elsewhere in this contract.

1) <u>Claims of $50,000.00 or Less</u>

(a) The City will respond in writing to all written claims less than or equal to fifty thousand dollars ($50,000.00) within forty-five (45) calendar days of receipt of the claim. Within thirty (30) calendar days of receipt of the claim, the City may request any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant.

(b) If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the City and the claimant.

(c) The City's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) calendar days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

2) Claims Between $50,000.01 and $375,000.00

(a) The City will respond in writing to all written claims between fifty thousand dollars and one cent ($50,000.01) and less than or equal to three hundred seventy-five thousand dollars ($375,000.00), within sixty (60) calendar days of receipt of the claim. Within thirty (30) calendar days of receipt of the claim, the City may request, in writing, any additional documentation supporting the claim or relating to defense to the claim the City may have against the claimant.

(b) If additional information is thereafter required, it shall be requested and provided pursuant to this Subdivision, upon mutual agreement of the City and the claimant.

(c) The City's written response to the claim, as further documented, shall be submitted to the claimant with in thirty (30) calendar days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information or requested documents, whichever is greater.

3) Claims in Excess of $375,000.00. The City-shall, within a reasonable time after the presentation of any claim in excess of $375,000.00, make a decision in writing on such claim.

4) Meet and Confer Conference

(a) If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within fifteen (15) calendar days of receipt of the City's response of within fifteen (15) calendar days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within thirty (30) calendar days for settlement of the dispute.

(b) If, following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For the purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to this Section until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

5) Contractor's Duty During Claim Resolution. The Contractor shall proceed with the Work in accordance with the plans and specifications and determinations and instructions of the City Engineer during the resolution of any claims disputes.

6) Certification. The Contractor shall certify in writing, at the time of submission of any claim, as follows:

I certify under penalty of perjury under the laws of the State of California, that the claim is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the monies due for work performed under the Contract for which the City of Colfax is liable.

By:_____
(Contractor's signature)

7) City Remedies. In the event the Contractor refuses or neglects to make good any loss or damage for which the Contractor is responsible under this Contract, the City may itself, or by the employment of others, make good any such loss or damage, and the cost and expense of doing so, including any reasonable engineering, legal and other consultant fees, and any costs of administrative and managerial services, shall be charged to the Contractor. Such costs and expenses may be deducted by the City from

claims for payment made by the Contractor for work completed or remaining to be completed.

Assignment. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this contract, the Contractor and all subcontractors shall offer and agree to assign to the 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 public works contract or subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

Contractor Waiver and Limitation. The Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the City and hereby agrees that no default, act, or omission of the City or the Engineer, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract or (unless the City shall so consent or direct in writing) to suspend or abandon performance of all or any part of the work. The Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, save only its right to money damages.

Venue. Any litigation arising out of this Contract shall be brought in the Superior Court of Placer County, and the Contractor hereby waives the removal provisions of Code of Civil Procedure Section 394.

12 TEMPORARY TRAFFIC CONTROL

Replace section 12-1.03 with:

The cost of furnishing all flaggers, including transporting flaggers and furnishing stands and towers for flaggers to provide for the passage of traffic through the work as specified in sections 7-1.03 and 7-1.04 is paid under Traffic Control System bid item.

Replace the 3rd sub-item in item 1 in the list in the 1st paragraph of section 12-3.01A(3) with:

1.3. Contract number, county, route, and project limits

Replace second to last paragraph in section 12-3.11B(2):

Excavations for sign posts are not permitted for signs. All shall be mounted on temporary masts, or barricades, or affixed to existing roadside sign posts, as approved by the Engineer.

Replace section 12-3.11D:

Payment for construction area signs described for a traffic control system is included in the payment for

the Temporary Traffic Control bid item.

Add to the beginning of section 12-3.32C:

Place at least one PCMS in each direction on North Main Street at locations approved by the Engineer. Start displaying the approved message on the PCMS 10 days before closing the lane. Keep the boards with the messages in place until work is complete.

Place PCMSs at the locations shown and in advance of the 1st warning sign for each:

1. Stationary lane closure
2. Shoulder closure
3. Speed reduction zone

Replace the table in the definition of *designated holidays* in section 12-4.02A(2) with:

Designated Holidays

Holiday	Date observed
New Year's Day	January 1st
Martin Luther King Day	January 18th
Lincoln's Birthday	February 12th
Washington's Birthday	February 15th
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	October 12th
Veterans Day	November 11th
Thanksgiving Holiday	4th Thursday in November & following Friday
Christmas Eve	December 23 in Lieu
Christmas Day	December 26 in Lieu

Replace *Reserved* in section 12-4.02C(3)(d) with:

You may close city-street lanes using a one-way-reversing traffic-control lane closure on North Main Street, per chart 1.

Replace *Reserved* in section 12-4.02C(3)(m) with:

Comply with the requirements for a city street lane closure shown in the following chart:

Chart No. 1

Location: North Main Street	Direction: Both	
Closure limits: Grass Valley Street to SR 174		

Hour	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Mon –Thu								R	R	R	R	R	R	R	R	R	R	R	R					
Fri								R	R	R	R	R	R	R	R	R	R	R	R					
Sat									R	R	R	R	R	R	R	R	R	R						
Sun									R	R	R	R	R	R	R	R	R	R						

Legend:

1	Provide at least 1 city street lane open in the direction of travel.
C	Street may be closed.
N	No work is allowed.
R	Provide at least 1 through traffic lane not less than 10 feet in width for use by both directions of travel. (Reversing Control)

REMARKS: The number of through traffic lanes in each direction of travel is 1.

Add to the end of the 1st paragraph of section 12-4.02C(7)(a):

except you may use a moving closure during traffic striping and pavement marker placement using a bituminous adhesive. Do not use a moving lane closure when grinding for recessed striping and recessed markers.

Add to the end of section 12-4.02C(7)(a):

Except where prohibited, use an impact attenuator vehicle:

1. To follow behind equipment and workers who are placing and removing components of a closure. Operate the flashing arrow sign in the arrow or caution mode during this activity, whichever applies. Follow at a distance that prevents intrusion into the work space from passing traffic.
2. As a shadow vehicle in a moving lane closure.

After placing components of a stationary traffic control system, you may place the impact attenuator vehicle in advance of the work area or at another authorized location to protect traffic and workers.

Add to the end of section 12-4.02C(7)(b):

Additional advance flaggers are required.

For a stationary one-way-reversing traffic-control lane closure, you may stop traffic in 1 direction for periods not to exceed 2 minutes. After each stoppage, all accumulated traffic for that direction must pass through the work zone before another stoppage is made.

You may use a pilot car to control traffic. If a pilot car is used to control traffic, the cones shown along the centerline are not required. Pilot cars must have cellular or radio contact with other pilot cars and personnel in the work zone. The maximum speed of the pilot cars convoying or controlling traffic through the traffic control zone is 25 mph. Pilot cars must only use traffic lanes open to traffic.

14 ENVIRONMENTAL STEWARDSHIP

Add to the end of section 14-1.02:

An ESA exists on this project.

Before starting job site activities, install Temporary Fence (Type ESA) on the east side of North Main Street between approximately STA "M" 17+00 to 20+00 to protect the ESA and mark its boundaries.

Install signs 100 feet apart along the length and at the ends of the Temporary Fence (Type ESA) identifying the area as an ESA. Place the top of each sign flush with the top of the Temporary Fence (Type ESA).

The signs must:

1. Be weatherproof and fade-proof
2. Be from 8-1/2 to 11 inches high and from 11 to 14 inches wide
3. Have the following message in black letters: PROTECTED AREA, KEEP OUT

The message must be legible from a distance of 20 feet by persons with 20/20 vision or vision corrected to 20/20.

The signs may be made of laminated printed paper attached to an inflexible weatherproof backer board.

Attach the signs to the Temporary Fence (Type ESA) with tie wire or locking plastic fasteners.

Maintain the signs until Contract acceptance.

Add after the 2nd paragraph of section 14-11.12A:

This project includes removal of yellow painted traffic stripe that will produce hazardous waste residue.

Add after the 1st paragraph of 14-11.12E:

After the Engineer accepts the analytical test results, dispose of yellow thermoplastic and yellow paint hazardous waste residue at a Class 1 disposal facility located in California 30 days after accumulating 220 lb of residue.

If less than 220 lb of hazardous waste residue and dust is generated in total, dispose of it within 30 days after the start of accumulation of the residue.

19 EARTHWORK

Replace the 2nd, 3rd, and 4th paragraphs of section 19-2.03B with:

Dispose of surplus material. Ensure enough material is available to complete the embankments before disposing of it.

51 CONCRETE STRUCTURES

Replace the last paragraph of section 51-7.01D with:

Metal frames and covers or frames and grates are included in the payment for minor structures..

Replace *Reserved* in section 51-7.02 with:

51-7.02A General

51-7.02A(1) Summary

Section 51-7.02 includes specifications for constructing Precast drainage inlets.

51-7.02A(2) Definitions

Not Used

51-7.02A(3) Submittals

For inlets with oval or circular cross sections, submit shop drawings with calculations. Shop drawings and calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State. Allow 15 days for the Engineer's review.

Submit field repair procedures and a patching material test sample before repairs are made. Allow 10 days for the Engineer's review.

51-7.02A(4) Quality Assurance

The Engineer may reject Precast drainage inlets exhibiting any of the following:

1. Cracks passing through walls more than 1/16 inch wide
2. Nonrepairable honeycombed or spalled areas of more than 6 square inches
3. Noncompliance with reinforcement tolerances or cross sectional area shown
4. Wall or lid less than minimum thickness
5. Internal dimensions less than plan dimensions by 1 percent or 1/2 inch, whichever is greater
6. Defects affecting performance or structural integrity

51-7.02B Materials

51-7.02B(1) General

Concrete for basin or inlet floors placed in the field must comply with the specifications for minor concrete.

Joint sealant must be butyl-rubber complying with ASTM C990. Joint primer must be recommended by the joint seal manufacturer.

Resilient connectors must comply with ASTM C923.

Sand bedding must comply with Section 19-3.02F.

Bonding agents must comply with ASTM C1059, Type II.

51-7.02B(1) Fabrication

If oval or circular shape cross-sections are furnished, they must comply with *AASHTO LRFD Bridge Design Specifications, Fourth Edition with California Amendments*.

Wall and slab thicknesses may be less than the dimensions shown by at most 5 percent or 3/16 inch, whichever is greater.

Reinforcement placement must not vary more than 1/2 inch from the positions shown.

Cure Precast drainage inlets under section 90-4.03.

51-7.02C Construction

Repair Precast drainage inlet sections to correct damage from handling or manufacturing imperfections before installation.

Center pipes in openings to provide a uniform gap. Seal gaps between the pipe and the inlet opening with nonshrink grout under the grout manufacturer's instructions. For systems designated as watertight, seal these gaps with resilient connectors.

Match fit keyed joints to ensure uniform alignment of walls and lids. Keys are not required at the inlet floor level if the floor is precast integrally with the inlet wall. Seal keyed joint locations with preformed butyl rubber joint sealant. You may seal the upper lid and wall joint with grout.

Clean keyed joint surfaces before installing sealant. Joint surfaces must be free of imperfections that may affect the joint. Use a primer if surface moisture is present. Use a sealant size recommended by the sealant manufacturer. Set joints using sealant to create a uniform bearing surface.

Flat drainage inlet floors must have a field-cast topping layer at least 2 inches thick with a slope of 4:1 (horizontal:vertical) toward the outlet. Use a bonding agent when placing the topping layer. Apply the bonding agent under the manufacturer's instructions.

51-7.02D Payment

Not Used

73 CONCRETE CURBS AND SIDEWALKS

Replace section 73-1.04 with

Payment for curb, gutter, or sidewalk work shall include payment for dowels placed into existing concrete.

82 SIGNS AND MARKERS

Replace section 82-2.04 with

Payment for furnishing and installing any type of sign panel is included in the payment of Roadside Signs.

Delete the last paragraph of section 82-3.04

84 MARKINGS

Add to the end of the 1st paragraph of section 84-2.02F:

The paint must be fast-curing epoxy traffic paint.

Add between the 5th and 6th paragraphs of section 84-2.03C(3)(b):

Apply the paint for the traffic stripes and pavement markings at a minimum thickness of 0.025 inches ± 0.002 inch and at a minimum application rate of 64 sq ft/gal.

CITY of COLFAX
CALIFORNIA
CITY HALL, 33 SOUTH MAIN STREET, COLFAX, CA

BID ITEMS FOR
NORTH MAIN STREET BIKE ROUTE PROJECT

Item No.*	Item Description	Unit	Estimated Quantity	Unit Price	Total Amount
1	TRAFFIC CONTROL SYSTEM	LS	1		
2	PORTABLE CHANGEABLE MESSAGE SIGN (EA)	EA	2		
3	WATER POLLUTION CONTROL PROGRAM & EROSION CONTROL	LS	1		
4	TEMPORARY FENCE (TYPE ESA)	LF	300		
5	REMOVE PAINTED TRAFFIC STRIPE	LF	3,250		
6	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	180		
7	REPLACE INLET GRATE	EA	2		
8	REMOVE INLET	EA	2		
9	RELOCATE ROADSIDE SIGN - ONE POST	EA	1		
10	REMOVE ROADSIDE SIGN	EA	1		
11	ADJUST VALVE BOX FRAME AND COVER TO GRADE	EA	1		
12	REMOVE CONCRETE (CURB, GUTTER, SIDEWALK, DRIVEWAY)	SF	350		
13	CLEARING AND GRUBBING (LS)	LS	1		
14	ROADWAY EXCAVATION	CY	270		
15	CLASS 2 AGGREGATE BASE (CY)	CY	255		
16	HOT MIX ASPHALT (TYPE A)	TON	150		
17	PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	370		
18	ROADSIDE SIGN - ONE POST	EA	14		
19	MINOR CONCRETE (GUTTER)	LF	150		
20	MINOR CONCRETE (CURB AND GUTTER)	LF	170		
21	MINOR CONCRETE (DRIVEWAY)	EA	1		
22	DROP INLET	EA	2		
23	TWO COMPONENT PAINTED TRAFFIC STRIPE	LF	4,000		
24	TWO COMPONENT PAINTED PAVEMENT MARKING	SQFT	70		

25	PAINT TRAFFIC STRIPE (1-COAT)	LF	1,100		
26	PAINT PAVEMENT MARKING (1-COAT)	SQFT	290		
27	MOBILIZATION	LS	1		
SUBMIT THIS SHEET AS PART OF YOUR BID				**TOTAL BID**	$

TOTAL BID:

_____**DOLLARS**

(Transfer this amount to Page 1 of the Bid Form)

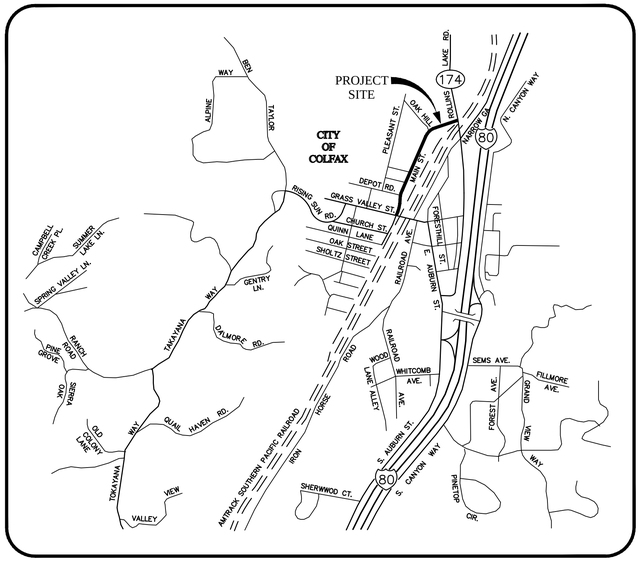
NOTES:

1. Failure to transfer the Total Bid amount shown on this form to Page 1 of the Bid Form may result in disqualification.
2. The quantities given in the proposal and contract are approximate only, being given as a basis for the comparison of bids. The City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Project Manager. If any quantities are found to be incorrect, the Contractor must notify the Project Manager prior to submitting the bids. Contractor's proposal is for the installation of the correct quantities of materials necessary to complete the work.
3. Contractor's attention is directed to the Special Provisions. The Special Provisions contain a detailed description of each bid item.
4. Contractor must submit bids for all base bid items and all alternate bid items. No response or a response of zero on any bid items will be deemed a non-responsive bid.

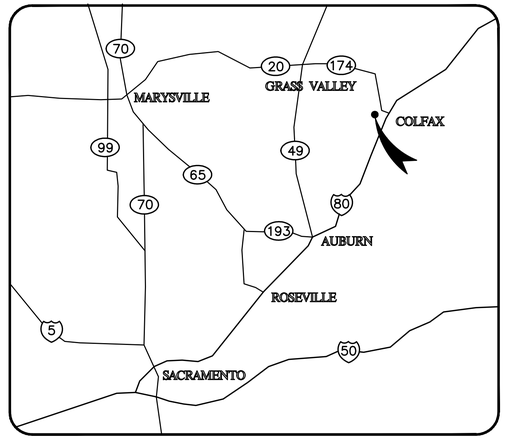
NORTH MAIN STREET BIKE ROUTE PROJECT

CITY OF COLFAX, STATE OF CALIFORNIA

OWNER: CITY OF COLFAX
33 S. MAIN STREET
COLFAX, CA 95713
(530)346-2313



VICINITY MAP
NTS



LOCATION MAP
NTS

INDEX OF PLAN SHEETS

Sht No.	Drawing No.	Sheet Title
1	T-1	COVER SHEET
2	G-1	GENERAL NOTES
3	SC-1	SURVEY CONTROL SHEET
4	X-1	TYPICAL SECTIONS
5	L-1	LAYOUT - N. MAIN STREET
6	L-2	LAYOUT - N. MAIN STREET
7	L-3	LAYOUT - N. MAIN STREET
8	L-4	LAYOUT - N. MAIN STREET
9	C-1	CONSTRUCTION DETAILS
10	PD-1	PAVEMENT DELINEATION AND SIGNAGE
11	PD-2	PAVEMENT DELINEATION AND SIGNAGE

LEGEND

EXISTING	PROPOSED	DESCRIPTION
Ⓓ		DRAIN MANHOLE
Ⓢ		SEWER MANHOLE
⊠		DRAIN INLET
— —(EX)8"SS— —		SEWER LINE AND SIZE
— —(EX)STORM DRAIN— —		DRAIN LINE AND SIZE
— [(EX)12"W] —		WATER LINE AND SIZE
		IRRIGATION WATER LINE AND SIZE
— —WV—		WATER VALVE
		GATE VALVE
		FIRE HYDRANT
		STOP SIGN
		STREET SIGN
		STREET LIGHT
		ELECTRICAL CONDUIT
		SLOPE BANK
		TREE
×155.0		SPOT ELEVATION
160		CONTOUR LINE
—X—X—		FENCE
— —JT— —		GAS, ELEC., TELE. OR JOINT TRENCH
		PROPERY LINE
		SAWCUT LINE
		NEW STANDARD EDGE OF PAVEMENT
		EDGE OF LANE LINE
		STATION LINE
		CENTERLINE
		CALTRANS RIGHT OF WAY LINE

DIGALERT
DIAL TOLL FREE
1-800-642-2444
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF NORTHERN CALIFORNIA

UTILITY REPRESENTATIVES

CONTACT	UTILITY	COMPANY	PHONE
	U.S.A.	UNDERGROUND SERVICE ALERT	(800) 227-2600
BOB SWITHENBAUK	CABLE	STAR STREAM COMMUNICATIONS	(916) 652-9479
EMILY PEARSON	ELECTRIC	PG&E	(530) 889-3261
JEFF BRAND	FIRE PROTECTION	COLFAX FIRE DEPARTEMNT (CDF)	(530) 346-2313
DAVE WOODFORD	SANITARY SEWER	CITY OF COLFAX	(530) 346-2313
DAVE WOODFORD	STORM DRAIN	CITY OF COLFAX	(530) 346-2313
MURIEL SAPIEN	TELEPHONE	VERIZON	(209) 239-0369
ROSS HOOPER	WATER	PLACER COUNTY WATER AGENCY	(530) 823-4886

ABBREVIATIONS

AB	aggregate base	DIA	diameter	K	vertical curve coefficient	RSP	rock slope protection	WWM	welded wire mesh
AC	asphalt concrete	DWY	driveway	LP	low point	RT	right	VCP	vitrified clay pipe
AD	algebraic difference	EA	each	LT	left	R/W	right of way		
ARV	air release valve	EC	end horizontal curve	MAX	maximum	S	slope		
AVRV	air vacuum release valve	ELEV or EL	elevation	MBGR	metal beam guard railing	SD	storm drain		
BC	begin horizontal curve	EG	existing ground	MED	median	SHT	sheet		
BEG	begin	EOL	edge of lane line	MH	manhole	SS	sanitary sewer		
BKF	backfill	EP	edge of pavement	MIN	minimum	STA	station		
BM	bench mark	EQ	equation	MOD	modified	STD	standard		
BOC	back of curb	EVC	end vertical curve	MON	monument	STR	structure		
BOV	blow off valve	EXIST or (E) or (EX)	existing	MTL	material	SW	sidewalk		
BSW	back of sidewalk	FES	flared end section	NTS	not to scale	SWR	sewer		
BVC	begining vertical curve	FF	filter fabric: finished floor	OC	on center	TBC or TC	top back of curb		
C,G	curb, gutter	FG	finished grade	OG	original ground	TBW or BW	top back of walk		
CL	centerline; chain link; class	FH	fire hydrant installation	PI	point of intx, angle point	TBM	temporary bench mark		
CONC	concrete	FL	flow line; full length	PVI	point of vertical tangent intx	TEMP	temporary		
CSP	corrugated steel pipe	FT	foot; feet	PVC	poly vinyl chloride	TFC	top face of curb		
CTS	corrosion test station	HP	hinge point: high point	PVMT	pavement	TI	traffic index		
DBL	double	HWY	highway	R	radius	TRANS	transition		
DI	drainage inlet	INTX	intersection	RCP	reinforced concrete pipe	TYP	typical		
DIP	ductile iron pipe	IW	irrigation water line	RL	restrained length	W	water main		

CITY OF COLFAX
CITY ENGINEER

APPROVED: _____ DATE: _____

NO.	REVISIONS	BY	DATE
1			
2			
3			
4			
5			
6			
7			

BENCH MARK ELEV : XX DATUM : XX
DESCRIPTION :
X
X
X
X
X
X

DESIGN BY :	C.ALLEN
DRAWN BY :	B.MICHEL
CHECKED BY :	L.RUBIO
SCALE :	AS SHOWN
DATE :	06/07/2016
PROJ NO. :	15319

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

REGISTERED PROFESSIONAL ENGINEER
LAWRENCE DONALD ALLEN III
No. 76604
CIVIL
STATE OF CALIFORNIA

BEN|EN
TRUSTED ENGINEERING ADVISORS

Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
Roseville, California 95661
T 916.783.4100
F 916.783.4110

THE CITY OF COLFAX 1910

CITY OF COLFAX - NORTH MAIN STREET BIKE ROUTE PROJECT

COVER SHEET

CITY OF COLFAX CALIFORNIA

T-1

1 OF 11

Login Name: CAllen
Plot Date: June 28, 2016 - 4:05 pm
File Name: P:\Proj\15319-Colfax-N Main St Bike Route\03-PLANS\MASTERS\SHEETS\15319_01-T1 - COVER SHEET.dwg
XREFS: BDR-15319_H_24x36 | LOCATOR-MAP | VICINITY-Colfax | 15319_XR-SITE | 15319_XR-AERIAL | 15319_XR-BASEMAP

CITY GENERAL NOTES:

1. ALL CONSTRUCTION MATERIALS AND METHODS SHALL CONFORM TO THE REQUIREMENTS OF THE COUNTY OF PLACER GENERAL SPECIFICATIONS DATED AUGUST, 2005, AND THE CITY OF AUBURN PUBLIC WORKS DEPARTMENT STANDARD SPECIFICATIONS, 1980. ALL REFERENCES TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS SHALL REFER TO THE MAY, 2010, EDITION OF THE STANDARD SPECIFICATIONS. ATTENTION IS ALSO DIRECTED TO THE STANDARD PLATES CONTAINED IN THE PLACER COUNTY LAND DEVELOPMENT MANUAL AND THE CURRENT EDITION OF THE CALTRANS STANDARD PLANS, WHICH, WHEN APPLICABLE, ARE INCLUDED IN THESE DRAWINGS AND/OR REFERENCED BY PLATE OR STANDARD PLAN NUMBER. CONTRACTOR IS RESPONSIBLE TO HAVE AVAILABLE A CURRENT SET OF PLACER COUNTY GENERAL SPECIFICATIONS WITH PLATES, CALTRANS STANDARD SPECIFICATIONS, AND CALTRANS STANDARD PLANS.

2. CITY, PUBLIC WORKS DEPARTMENT OR ENGINEER, AS USED ON THESE PLANS AND NOTES, REFERS TO THE CITY ENGINEER OR AN AUTHORIZED AGENT APPOINTED BY THE CITY MANAGER.

3. PUBLIC SAFETY AND TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH COUNTY REQUIREMENTS AND AS DIRECTED BY THE ENGINEER. SAFE VEHICULAR AND PEDESTRIAN ACCESS SHALL BE PROVIDED AT ALL TIMES DURING CONSTRUCTION.

4. THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF ALL UNDERGROUND FACILITIES WHERE SUCH FACILITIES MAY POSSIBLY CONFLICT WITH THE PLACEMENT OF THE IMPROVEMENTS SHOWN ON THESE PLANS. CALL "UNDERGROUND SERVICE ALERT" AT 800-227-2600 TWO (2) DAYS MINIMUM TO FOURTEEN (14) DAYS MAXIMUM BEFORE ANY EXCAVATION IS STARTED.

5. NO CONSTRUCTION SHALL BE DONE BETWEEN OCTOBER 15 AND MAY 1 WITHOUT A CITY APPROVED SEDIMENT AND EROSION CONTROL PLAN TO PREVENT SOIL EROSION. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THESE PLANS, AND THE SPECIFICATIONS AND RECOMMENDATIONS CONTAINED IN THE "EROSION AND SEDIMENT CONTROL FOR DEVELOPING AREAS OF THE SIERRAS", OCTOBER, 1991.

6. INSTALLATION AND MAINTENANCE OF EROSION CONTROL MEASURES ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION OF SIGNIFICANT EROSION AND SILTATION ENTERING THE STORM DRAIN SYSTEM, NATURAL DRAINAGE COURSES AND/OR INTRUDING UPON ADJACENT ROADWAYS AND PROPERTIES. WINTERIZATION AND EROSION CONTROL SHOWN ON THESE PLANS IS INTENDED AS A GUIDE. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AS DETERMINED IN THE FIELD AND APPROVED BY THE ENGINEER. THIS RESPONSIBILITY SHALL APPLY THROUGHOUT THE COURSE OF CONSTRUCTION AND UNTIL ALL DISTURBED AREAS HAVE BECOME STABILIZED AND SHALL NOT BE LIMITED TO WET WEATHER PERIODS.

7. THE CONTRACTOR SHALL REMOVE ALL ROAD MARKINGS, PAVEMENT MARKERS, AND OTHER DELINEATION THAT ARE IN CONFLICT WITH THE DELINEATION SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL LAYOUT ALL PAVEMENT MARKINGS FOR APPROVAL BY THE ENGINEER. THE CONTRACTOR SHALL APPLY ALL PAVEMENT MARKINGS WITHIN CITY RIGHT-OF-WAY. ALL THERMOPLASTIC PAVEMENT MARKINGS AND ON-SITE PAINTED MARKINGS SHALL BE INSTALLED BY THE CONTRACTOR. PERMANENT TRAFFIC SIGNS SHALL CONFORM TO CALIFORNIA DEPARTMENT OF TRANSPORTATION "TRAFFIC SIGN SPECIFICATIONS" FOR "STANDARD" SIZE, CHARACTER DIMENSIONS, AND LETTER STROKE WIDTH. ALL STOP SIGNS SHALL BE 30 INCH MINIMUM SIZE OF HIGH INTENSITY GRADE SHEETING.

8. PERMANENT TRAFFIC SIGNS SHALL CONFORM TO THE LATEST CALIFORNIA MUTCD TRAFFIC SIGN STANDARDS FOR "STANDARD" SIZE, CHARACTER DIMENSIONS, AND LETTER STROKE WIDTH. ALL STOP SIGNS SHALL BE 30 INCH MINIMUM SIZE OF HIGH INTENSITY GRADE SHEETING.

9. ALL WORK WITHIN CITY RIGHT-OF-WAY SHALL CONFORM TO ALL PROVISIONS OF ENCROACHMENT STATED IN THE PERMIT SPECIFICATIONS AND GENERAL PROVISIONS OF ENCROACHMENT.

10. CONTRACTOR MUST IMMEDIATELY REINSTALL ANY TRAFFIC SIGNS REMOVED IN THE COURSE OF CONSTRUCTION. ANY SIGNS LOST OR DAMAGED BY THE CONTRACTOR SHALL BE REPLACED OR REPAIRED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER.

11. TEMPORARY TRAFFIC STRIPING MUST BE PROVIDED BY THE CONTRACTOR IF EXISTING DELINEATION IS DESTROYED DURING TRENCHING OR OTHER WORK. PAINTED MARKINGS OR STRIPING TAPE MAY BE USED. THE TEMPORARY STRIPING MUST BE APPROVED FOR MATERIAL AND LAYOUT BY THE ENGINEER BEFORE TRENCHING OR OTHER WORK IS STARTED. ALL TEMPORARY PAINTED MARKINGS THAT ARE TO BE REMOVED SHALL BE SANDBLASTED BY THE CONTRACTOR AT THE EXPENSE OF THE CONTRACTOR.

12. THE CITY MAY REQUIRE THE CONTRACTOR TO UNCOVER ANY IMPROVEMENTS THAT HAVE BEEN COMPLETED WITHOUT PROPER CITY INSPECTION AND/OR APPROVAL. IF THE INSTALLATION IS FOUND NOT TO MEET CITY STANDARDS OR PREVIOUSLY APPROVED ALTERNATIVES SHOWN ON THE PLANS, THE CONTRACTOR MAY BE REQUIRED TO REMOVE AND REPLACE SUCH IMPROVEMENTS AT HIS EXPENSE.

13. PRIOR TO ANY ACTIVITY WITHIN THE CITY RIGHT-OF-WAY, THE CONTRACTOR SHALL INSTALL C19(CA) OR C23(CA) SIGNS IN ACCORDANCE WITH CHAPTER 6 OF THE CURRENT MUTCD MANUAL. THE SIGNS SHALL BE PROFESSIONALLY MADE, METAL, REFLECTORIZED, AND PLACED ON WOODEN POSTS FOR THE DURATION OF THE PROJECT. THE MINIMUM SIZE SHALL BE 36". THE SIGNS SHALL BE REPLACED OR REPAIRED IF STOLEN OR DAMAGED. THE PLACEMENT, TYPE, AND LOCATION OF ALL TRAFFIC CONTROL DEVICES SHALL BE REVIEWED AND APPROVED BY THE ENGINEER. THE ENGINEER OR INSPECTOR SHALL DIRECT THE INSTALLATION OR CHANGES TO SIGNS, STRIPING, CONES, BARRICADES, ETC. DURING THE COURSE OF CONSTRUCTION FOR TRAFFIC SAFETY.

14. ONLY THE APPROXIMATE LOCATION OF THE EXISTING SANITARY SEWERS, STORM DRAINS, & WATER FACILITIES HAVE BEEN SHOWN. THE CONTRACTOR SHALL VERIFY EXACT LOCATION BY POTHOLING IN THE FIELD AND IMMEDIATELY NOTIFY THE PROJECT ENGINEER IF SAID LOCATION IS SIGNIFICANTLY DIFFERENT FROM THAT SHOWN ON THIS PLAN.

CITY GENERAL NOTES: (CONTINUED)

15. IF ANY ARCHEOLOGICAL ARTIFACTS, EXOTIC ROCK (NON-NATIVE), OR UNUSUAL AMOUNTS OF SHELL OR BONE ARE UNCOVERED DURING ANY ON-SITE CONSTRUCTION ACTIVITIES, ALL WORK MUST STOP IMMEDIATELY IN THE AREA AND A SOPA-CERTIFIED (SOCIETY OF PROFESSIONAL ARCHAEOLOGISTS) ARCHAEOLOGIST RETAINED TO EVALUATE THE DEPOSIT. THE CITY PLANNING DEPT. AND THE COUNTY DEPT. OF MUSEUMS MUST ALSO BE CONTACTED FOR REVIEW OF THE ARCHAEOLOGICAL FIND(S). IF THE DISCOVERY CONSISTS OF HUMAN REMAINS, THE PLACER COUNTY CORONER AND NATIVE AMERICAN HERITAGE COMMISSION MUST ALSO BE CONTACTED. WORK IN THE AREA MAY ONLY PROCEED AFTER AUTHORIZATION IS GRANTED BY THE CITY OF COLFAX PLANNING DEPARTMENT. FOLLOWING A REVIEW OF THE NEW FIND AND CONSULTATION WITH APPROPRIATE EXPERTS, IF NECESSARY, THE AUTHORITY TO PROCEED MAY BE ACCOMPANIED BY THE ADDITION OF DEVELOPMENT REQUIREMENTS WHICH PROVIDE PROTECTION OF THE SITE AND/OR ADDITIONAL MITIGATION MEASURES NECESSARY TO ADDRESS THE UNIQUE OR SENSITIVE NATURE OF THE SITE.

16. THE CONTRACTOR SHALL INSURE THAT ALL CONSTRUCTION VEHICLES OR EQUIPMENT, FIXED OR MOBILE, OPERATED WITHIN CLOSE PROXIMITY OF A RESIDENTIAL DWELLING SHALL BE EQUIPPED WITH PROPERLY OPERATING AND MAINTAINED MUFFLERS AT ALL TIMES DURING PROJECT CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE SERVICES OF A QUALIFIED ACOUSTICAL PROFESSIONAL TO VERIFY PROPER EQUIPMENT MUFFLERS, IF CONCERNS RELATING TO THE ISSUE ARISE. CONSTRUCTION NOISE EMANATING FROM ANY CONSTRUCTION ACTIVITIES FOR WHICH A BUILDING PERMIT OR GRADING PERMIT IS REQUIRED IS PROHIBITED ON SUNDAYS AND FEDERAL HOLIDAYS, AND SHALL ONLY OCCUR:

A) MONDAY THROUGH FRIDAY, 7:00 AM TO 7:00 PM
B) SATURDAYS, 8:00 AM TO 6:00 PM

17. IF AT ANY TIME DURING THE COURSE OF CONSTRUCTING THE PROPOSED PROJECT EVIDENCE OF SOIL AND/OR GROUNDWATER CONTAMINATION WITH HAZARDOUS MATERIAL IS ENCOUNTERED, THE APPLICANT SHALL IMMEDIATELY STOP THE PROJECT AND CONTACT ENVIRONMENTAL HEALTH SERVICES HAZARDOUS MATERIALS SECTION. THE PROJECT SHALL REMAIN SUSPENDED UNTIL THERE IS RESOLUTION OF THE CONTAMINATION PROBLEM TO THE SATISFACTION OF ENVIRONMENTAL HEALTH SERVICES AND TO THE REGIONAL WATER QUALITY CONTROL BOARD.

18. NO OPEN BURNING OF WOOD/VEGETATIVE WASTE MATERIALS FROM EITHER THE CONSTRUCTION OR OPERATION OF THE PROJECT SHALL OCCUR. ALTERNATIVES TO OPEN BURNING INCLUDE, BUT ARE NOT LIMITED TO, CHIPPING, MULCHING, COMPOSTING AND CONVERSION TO BIOMASS FUEL. THE BURNING OF CONSTRUCTION/DEMOLITION DEBRIS IS PROHIBITED.

19. EACH PARKING SPACE RESERVED FOR THE HANDICAPPED SHALL BE IDENTIFIED BY A PERMANENTLY AFFIXED REFLECTORIZED SIGN CONSTRUCTED OF PORCELAIN ON STEEL, BEADED TEXT, OR EQUAL, DISPLAYING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY. A SIGN SHALL ALSO BE POSTED WHICH CLEARLY AND CONSPICUOUSLY STATES THE FOLLOWING: "UNAUTHORIZED VEHICLES NOT DISPLAYING PLACARDS OR LICENSE PLATES ISSUED FOR PHYSICALLY HANDICAPPED PERSONS MAY BE TOWED AWAY AT THE OWNER'S EXPENSE". HANDICAP ACCESS SHALL COMPLY WITH TITLE 24 C.A.C.

SURVEY NOTES:

1. ALL FIELD STAKING SHALL BE DONE BY A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR. ALL CONSTRUCTION STAKING SHALL BE PROVIDED BY THE CONTRACTOR. ALL STAKING SHALL BE DONE PER SECTION 5-1.07 PLACER COUNTY GENERAL SPECIFICATIONS.

2. CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND OTHER SURVEY MARKERS. MONUMENTS AND SURVEY MARKERS DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

3. THE CONTRACTOR SHALL REQUEST IN WRITING CONSTRUCTION STAKING FOR ANY PARTICULAR PHASE OF WORK NO LESS THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

4. PRIOR TO ANY CORRECTIVE ACTION BY THE CONTRACTOR WHICH MAY BE NECESSARY DUE TO ALLEGED STAKING ERRORS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER FOR VERIFICATION AND RE-STAKING IF NECESSARY.

PAVING NOTES:

1. ALL EXISTING AC SURFACES SHALL BE SAW CUT ONE FOOT MINIMUM INSIDE THE EDGE OF PAVEMENT OR AS SHOWN ON PLANS TO A NEAT, STRAIGHT LINE AND REMOVED. THE EXPOSED EDGE SHALL BE SEALED WITH EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RECOMPACTED, AND RESEALED PRIOR TO PAVING.

2. ASPHALT CONCRETE SHALL BE TYPE A, 1/2" MAXIMUM MEDIUM GRADING AND SHALL CONFORM TO SECTION 39 OF THE PLACER COUNTY GENERAL SPECIFICATIONS.

3. AGGREGATE BASE SHALL BE CLASS 2, 3/4" MAXIMUM GRADING. AGGREGATE BASE SHALL CONFORM TO SECTION 26 OF THE COUNTY GENERAL SPECIFICATIONS.

GRADING NOTES:

1. AFTER STRIPPING THE DEBRIS, ANY EXISTING LOOSE FILL, UNSUITABLE SOIL, SILTY SAND DEPOSITS, OR DISTURBED NATURAL SOILS SHALL BE EXCAVATED AND PROPERLY DISPOSED OF TO THE SATISFACTION OF THE ENGINEER.

2. THE CONTRACTOR SHALL INSTALL A 4' TALL, BRIGHTLY COLORED (USUALLY YELLOW OR ORANGE) SYNTHETIC MESH MATERIAL FENCE (OR AN EQUIVALENT APPROVED BY THE ENGINEER) AT THE FOLLOWING LOCATIONS PRIOR TO ANY CONSTRUCTION EQUIPMENT BEING MOVED ON-SITE OR ANY CONSTRUCTION ACTIVITIES TAKING PLACE:

A) ADJACENT TO ANY AND ALL WETLAND PRESERVATION EASEMENTS THAT ARE WITHIN 50' OF ANY PROPOSED CONSTRUCTION ACTIVITY:

B) AT THE LIMITS OF CONSTRUCTION, OUTSIDE THE DRIPLINE OF ALL TREES 6" DBH (DIAMETER AT BREAST HEIGHT), OR 10" DBH AGGREGATE FOR MULTI-TRUNK TREES, WITHIN 50' OF ANY GRADING, ROAD IMPROVEMENTS, UNDERGROUND UTILITIES, OR OTHER DEVELOPMENT ACTIVITIES, OR AS OTHERWISE SHOWN ON THE TENTATIVE MAP:

C) AROUND ANY AND ALL "SPECIAL PROTECTION" AREAS AS DISCUSSED IN THE PROJECT'S ENVIRONMENTAL REVIEW DOCUMENTS.

IN ADDITION, A 1'x 2' SIGN SHALL BE ATTACHED TO THE FENCING STATING "THIS TREE TO BE SAVED" OR "PROTECTION AREA - KEEP OUT". NO DEVELOPMENT OF THIS SITE, INCLUDING GRADING, WILL BE ALLOWED UNTIL THIS CONDITION IS SATISFIED. ANY ENCROACHMENT WITHIN THESE AREAS INCLUDING DRIPLINES OF TREES TO BE SAVED, MUST FIRST BE APPROVED BY THE ENGINEER. NO GRADING, CLEARING, STORAGE OF EQUIPMENT OR MACHINERY, ETC., MAY OCCUR UNTIL A REPRESENTATIVE OF THE ENGINEER HAS INSPECTED AND APPROVED ALL TEMPORARY CONSTRUCTION FENCING. THIS INCLUDES BOTH ON-SITE AND OFF-SITE IMPROVEMENTS. EFFORTS SHOULD BE MADE TO SAVE TREES WHERE FEASIBLE. THIS MAY INCLUDE THE USE OF RETAINING WALLS, PLANTER ISLANDS, PAVERS, OR OTHER TECHNIQUES COMMONLY ASSOCIATED WITH TREE PRESERVATION.

3. ALL GRADING AND EARTHWORK TO BE DONE IN ACCORDANCE WITH THE PLANS, OR AS DIRECTED BY THE SOILS ENGINEER.

4. THE CONTRACTOR SHALL RETAIN THE SERVICES OF A QUALIFIED GEOTECHNICAL ENGINEER TO EVALUATE GEOLOGIC AND SOILS CONDITIONS ON THE SITE, PROVIDE CONSTRUCTION AND COMPACTION RECOMMENDATIONS, INSPECT THE CONTRACTOR'S GRADING OPERATION, AND CERTIFY THE CONTRACTOR'S COMPLIANCE WITH THE APPROVED RECOMMENDATIONS, INCLUDING COMPACTION TESTING.

FUGITIVE DUST CONTROL NOTES:

1. THE CONTRACTOR IS TO MAINTAIN ADEQUATE DUST CONTROL PER SECTION 10, CALTRANS SPECIFICATIONS, AND UTILIZE DUST CONTROL MITIGATIONS APPROVED BY THE AIR POLLUTION CONTROL DISTRICT (A.P.C.D.). PARTICULATE CONTROL MEASURES SHALL ALSO BE USED THROUGHOUT THE CONSTRUCTION PHASE OF THIS PROJECT.

2. THE CONTRACTOR SHALL FOLLOW THE GUIDELINES OUTLINED IN THE "FUGITIVE DUST CONTROL" HANDBOOK AVAILABLE FROM A.P.C.D.

3. THE CONTRACTOR SHALL APPLY WATER TO ALL DISTURBED AREAS FOR THE ALLEVIATION OR PREVENTION OF DUST NUISANCE.

4. DUST PRODUCING CONSTRUCTION ACTIVITIES SHALL BE SUSPENDED DURING PERIODS OF HIGH WINDS (GUSTS EXCEEDING 25 MPH).

5. CONSTRUCTION VEHICLES AND EQUIPMENT SHALL BE RESTRICTED TO TRAVEL ALONG WELL WATERED CONSTRUCTION ROUTES AND SHALL BE LIMITED TO A MAXIMUM SPEED OF 15 MPH ON NON-PAVED CONSTRUCTION SITES.

6. THE CONTRACTOR SHALL USE TARPAULINS OR OTHER EFFECTIVE COVERS FOR HAUL TRUCKS WHICH TRAVEL ON PUBLIC STREETS.

7. EXISTING STREETS AND PAVED ROADS SHALL BE REGULARLY SWEPT AS FAR AS NECESSARY TO ENSURE THAT NO SILT, DEBRIS, OR POLLUTANTS ARE CARRIED OVER TO ADJACENT PUBLIC THOROUGHFARES. DO NOT WASH DOWN STREETS WITH WATER UNTIL THE BULK OF THE DIRT AND DUST HAS BEEN REMOVED BY DRY SWEEPING. THIS IS TO PREVENT CONTAMINATION OF WATERWAY WITH SEDIMENT.

8. ALL CONSTRUCTION EQUIPMENT SHALL BE CLEANED REGULARLY AND KEPT PROPERLY TUNED TO MINIMIZE THE AMOUNT OF DUST AND POLLUTANTS EMITTED INTO THE AIR.

STORM DRAINS

1. ALL STORM DRAIN CONSTRUCTION MATERIALS AND METHODS SHALL CONFORM TO THE PLACER COUNTY DEPARTMENT OF PUBLIC WORKS GENERAL SPECIFICATIONS DATED AUGUST, 2005.

2. UNLESS SPECIFIED ON THE PLANS, PIPE ALTERNATIVES SHALL BE:

   - CONCRETE PIPE
     ASTM CLASS 3 (UNLESS OTHERWISE SHOWN ON PLANS)

   - HDPE (PER SECTION 64 OF THE CALTRANS STANDARD SPECIFICATIONS, MAY 2010)

   THE CONTRACTOR SHALL MAINTAIN ALL EXISTING DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL NEW DRAINAGE IMPROVEMENTS ARE IN PLACE AND FUNCTIONAL.

3. ALL CONSTRUCTION SHALL CONFORM TO MANUFACTURER'S SPECIFICATIONS AND TO THE REQUIREMENTS OF THE COUNTY OF PLACER.

ENGINEER'S NOTES:

1. THE CONTRACTOR SHALL NOT BEGIN WORK SHOWN ON THESE PLANS UNTIL ALL APPLICABLE PERMITS HAVE BEEN OBTAINED.

2. THE CONTRACTOR SHALL MAKE SITE INSPECTIONS PRIOR TO BIDDING TO DETERMINE ALL ITEMS NOT SHOWN AS BID ITEMS WHICH ARE NECESSARY TO PERFORM A COMPLETE AND ACCEPTABLE JOB. ALL SUCH ITEMS SHALL BE INCLUDED IN THE BID.

3. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OR ENGINEER.

4. THE LOCATIONS OF ALL UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL UNDERGROUND FACILITIES; HOWEVER, BENNETT ENGINEERING SERVICES INC. ASSUMES NO LIABILITY FOR THE ACCURACY OR COMPLETENESS OF THE EXISTING FACILITIES SHOWN HEREON OR FOR THE EXISTENCE OF OTHER UNDERGROUND UTILITIES OR OBJECTS WHICH MAY BE DISCOVERED BUT ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES AND IMMEDIATELY NOTIFY THE ENGINEER IF ANY SUCH FACILITIES INTERFERE WITH THE CONSTRUCTION OF IMPROVEMENTS.

5. THE CONTRACTOR SHALL PROVIDE ONE COMPLETE ACCURATE SET OF RECORD CHANGES. THE CHANGES SHALL BE PLACED ON A CLEAN SET OF BOND DRAWINGS IN RED, AND GIVEN TO THE ENGINEER AT JOB COMPLETION.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING ALL CONFLICTS, ERRORS, OMISSIONS, ETC. TO THE CONSULTING ENGINEER IMMEDIATELY UPON DISCOVERY. IF SO DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL STOP WORK UNTIL MITIGATIONS CAN BE MADE. ANY COSTS INCURRED RESULTING FROM THE CONTRACTOR'S FAILURE TO STOP WORK AS DIRECTED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

7. THE CONTRACTOR SHALL AT ALL TIMES COORDINATE HIS WORK WITH THAT OF OTHERS ON THE SITE. THE CONTRACTOR SHALL HAVE A RESPONSIBLE PARTY, WHO SHALL HAVE THE AUTHORITY TO REPRESENT AND ACT FOR THE CONTRACTOR, ON THE JOB SITE DURING ALL CONSTRUCTION ACTIVITIES.

8. THE CONTRACTOR SHALL TAKE CARE TO PROTECT THE EXISTING SITE AND ADJACENT IMPROVEMENTS FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE CONSTRUCTION AND SHALL REPAIR OR MAKE REPLACEMENT TO CURRENT CITY STANDARDS AND AT THEIR OWN EXPENSE. THE CONTRACTOR SHALL PERFORM THESE REPAIRS AND REMOVE ALL TRASH AND CONSTRUCTION DEBRIS AS DIRECTED BY THE CITY OF COLFAX.

9. THE CITY OR ENGINEER MAY REQUIRE THE CONTRACTOR TO UNCOVER ANY IMPROVEMENTS THAT HAVE BEEN COMPLETED WITHOUT PROPER CITY INSPECTION AND/OR APPROVAL. IF THE INSTALLATION IS FOUND NOT TO MEET APPLICABLE STANDARDS OR PREVIOUSLY APPROVED ALTERNATIVES SHOWN ON THE PLANS, THE CONTRACTOR MAY BE REQUIRED TO REMOVE AND REPLACE SUCH IMPROVEMENTS AT HIS EXPENSE.

10. INSPECTION OF THE WORK SHALL NOT RELIEVE THE CONTRACTOR OF THE OBLIGATION TO FULFILL ALL CONDITIONS OF THE CONTRACT.

11. SOME OF THE DETAILS DIRECT THE CONTRACTORS ATTENTION TO SPECIFIC STANDARD DRAWINGS, THE CONTRACTOR IS CAUTIONED THAT THE REFERRED STANDARDS DO NOT REPRESENT ALL APPLICABLE PLACER COUNTY STANDARDS.

12. THE AREAS SHALL BE GRADED, AS REQUIRED, TO DRAIN.

13. ALL PIPE SHALL BE PLACED WITH THE LABEL ON TOP.

14. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF: (IN THE EVENT OF A CONFLICT, THE MORE STRINGENT AND CONSERVATIVE SHALL APPLY.)

A) THE PLACER COUNTY GENERAL SPECIFICATIONS, IMPROVEMENTS STANDARDS, AND STANDARD DRAWINGS
B) THESE PLANS AND SPECIFICATIONS
C) APPLICABLE ASTM STANDARDS
D) CALTRANS STANDARD SPECIFICATIONS

NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (N.P.D.E.S.)

1. THE CONTRACTOR IS ADVISED THAT THE STATE OF CALIFORNIA HAS ADOPTED NATIONAL POLLUTION DISCHARGE ELIMINATION REQUIREMENTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE CLEAN WATER ACT. THIS PROJECT IS SUBJECT TO ALL OF THE REQUIREMENTS CONTAINED IN THOSE ACTS. THE CONTRACTOR SHALL ABIDE BY ALL OF THE LAWS, ORDINANCES, AND REGULATIONS ASSOCIATED WITH N.P.D.E.S. AND THE CLEAN WATER ACT.

EROSION CONTROL AND WINTERIZATION:

1. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PREVENT DISCHARGE OF SEDIMENT FROM THE SITE TO ANY WATERCOURSE, DRAINAGE SYSTEM, OR ONTO ADJACENT PROPERTIES AND TO PREVENT DAMAGE BY EROSION OR DEPOSITION OF SEDIMENT WHICH MAY RESULT FROM THE WORK.

2. THE CONTRACTOR MUST COMPLY WITH ALL FEDERAL, STATE AND LOCAL GOVERNMENT LAWS AND REGULATIONS RELATING TO THE DISCHARGE OF STORM WATER RUNOFF ASSOCIATED WITH CONSTRUCTION ACTIVITIES WHETHER OR NOT THE REQUIRED FACILITIES OR METHODS ARE STATED ON THESE PLANS.

3. THE CONTRACTOR SHALL CONDUCT INSPECTIONS OF THE SITE PRIOR TO ANTICIPATED STORM EVENTS, (OCTOBER 15 TO APRIL 15) AND AFTER ACTUAL EVENTS TO IDENTIFY AREAS CONTRIBUTING TO DISCHARGE OF STORM WATER ASSOCIATED WITH CONSTRUCTION ACTIVITY AND TO EVALUATE WHETHER EXISTING CONTROL PRACTICES TO REDUCE POLLUTANT LOADINGS ARE ADEQUATE.

4. ALL EROSION AND SEDIMENT CONTROL FEATURES SHALL BE MONITORED BY THE CONTRACTOR DURING STORMS TO INSURE CONTROL FEATURES ARE WORKING PROPERLY. ALTERNATE MEASURES MUST BE INSTALLED IF ORIGINAL MEASURES FAIL.

5. PRIOR TO STORMS, PROTECT ANY EXPOSED SOIL BY BROADCASTING WITH CLEAN, SMALL GRAIN STRAW (WHEAT, RICE , BARLEY, OAT) AT A RATE THAT WILL PROVIDE COMPLETE COVERAGE ON VISUAL INSPECTION (TO THE SATISFACTION OF THE ENGINEER).

WINTER CONSTRUCTION RESTRICTIONS: (NOVEMBER THROUGH MARCH)

THE FOLLOWING PROVISIONS AND/OR RESTRICTIONS MAY APPLY TO WINTER CONSTRUCTION:

1. NO TRENCH WILL BE ALLOWED TO REMAIN OPEN OVERNIGHT OR ON THE WEEKENDS WHEN WET WEATHER IS FORECAST .

2. PONDING OF WATER GREATER THAN 6" IS NOT PERMISSIBLE IN OPEN TRENCHES OR EXCAVATIONS.

3. THE CITY OF COLFAX INSPECTOR MAY ISSUE A "STOP WORK" NOTICE IF THESE FOREGOING RESTRICTIONS ARE NOT COMPLIED WITH. NO FURTHER WORK WILL BE ALLOWED TO CONTINUE NOR WILL IT BE INSPECTED UNTIL THE ABOVE RESTRICTIONS ARE COMPLIED WITH WHICH COULD AFFECT THE ISSUANCE OF A NOTICE OF COMPLETION.

Login Name: CAllen
Plot Date: June 08, 2016 - 4:06 pm
File Name: P:\Proj\15319-Colfax-N Main St Bike Route\03-PLANS\MASTERS\SHEETS\15319_02-G1 - GEN NOTES.dwg
XREFS: BDR-15319_H_24x36

NO.	REVISIONS	BY	DATE
6			
5			
4			
3			
2			
1			

BENCH MARK ELEV : XX DATUM : XX
DESCRIPTION :
X
X
X
X
X
X

DESIGN BY :	C.ALLEN
DRAWN BY :	B.MICHEL
CHECKED BY :	L.RUBIO
SCALE :	1"=XX'
DATE :	06/07/2016
PROJ NO. :	15319

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

REGISTERED PROFESSIONAL ENGINEER CARLTON DONALD ALLEN NO. C76694 CIVIL STATE OF CALIFORNIA

BEN|EN TRUSTED ENGINEERING ADVISORS

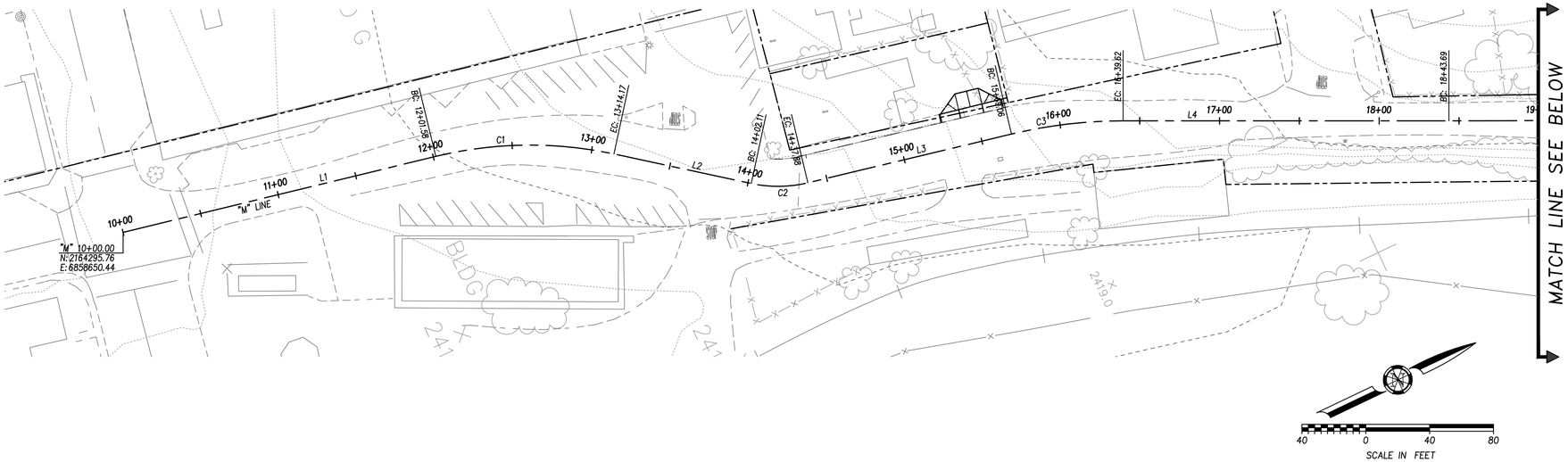
Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
Roseville, California 95661
T 916.783.4100
F 916.783.4110

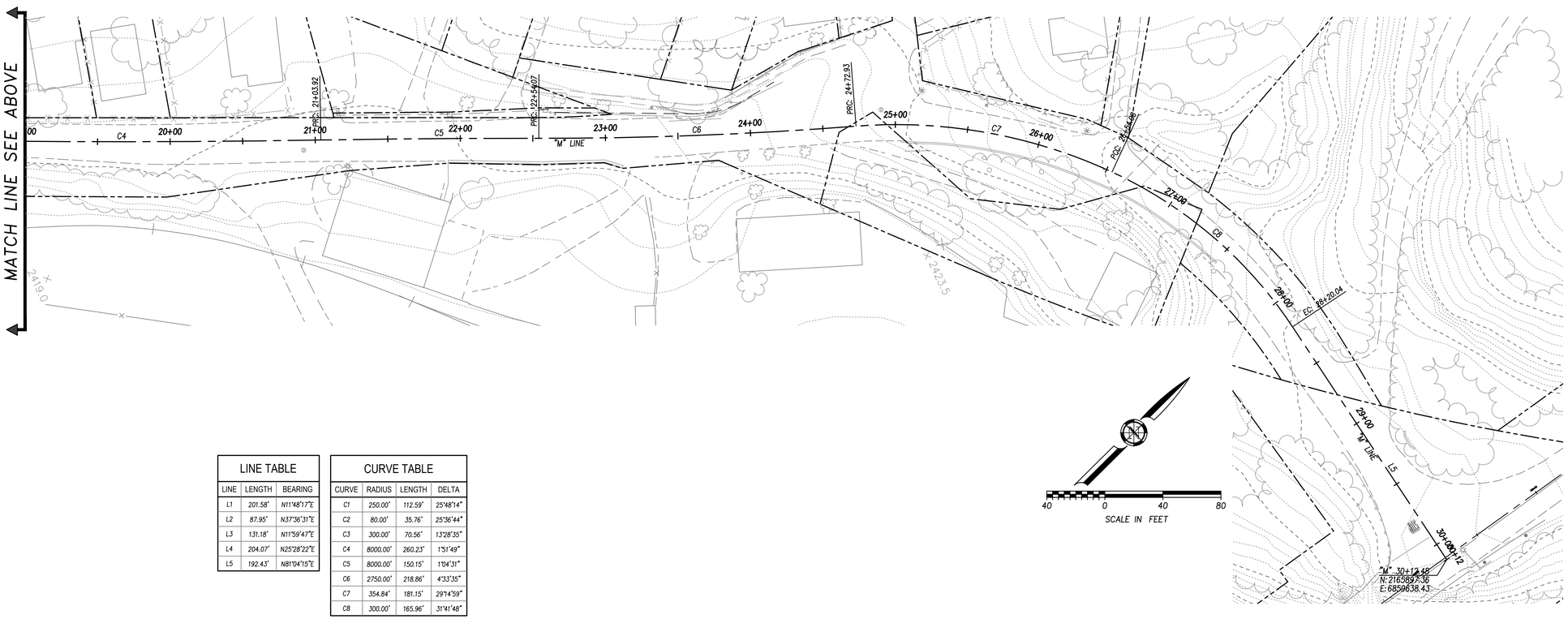
THE CITY OF COLFAX 1910

CITY OF COLFAX - NORTH MAIN STREET BIKE ROUTE PROJECT

GENERAL NOTES

CITY OF COLFAX CALIFORNIA





LINE TABLE		
LINE	LENGTH	BEARING
L1	201.58'	N11°48'17"E
L2	87.95'	N37°36'31"E
L3	131.18'	N11°59'47"E
L4	204.07'	N25°28'22"E
L5	192.43'	N81°04'15"E

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	250.00'	112.59'	25°48'14"
C2	80.00'	35.76'	25°36'44"
C3	300.00'	70.56'	13°28'35"
C4	8000.00'	260.23'	1°51'49"
C5	8000.00'	150.15'	1°04'31"
C6	2750.00'	218.86'	4°33'35"
C7	354.84'	181.15'	29°14'59"
C8	300.00'	165.96'	31°41'48"

Login Name: CAllen
Date/Time: 6/7/2016 2:16 - 4:08 pm
File Name: P:\Proj\15319-Colfax-N Main St Bike Route\03-PLANS\MASTERS\SHEETS\15319_03-SC1 - SRVY CNTRL.dwg
XREFS: BDR-15319_JL_24x36 | 15319_JR-TOPO | 15319_JR-SITE | 15319_JR-BASEMAP

NO.	REVISIONS	BY	DATE
1			
2			
3			
4			
5			

BENCH MARK ELEV : XX DATUM : XX
DESCRIPTION :
X
X
X
X
X
X

DESIGN BY :	C.ALLEN
DRAWN BY :	B.MICHEL
CHECKED BY :	L.RUBIO
SCALE :	1"=40'
DATE :	06/07/2016
PROJ NO. :	15319

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

REGISTERED PROFESSIONAL ENGINEER
LUIS DONALD RUBIO III
No. 76694
CIVIL
STATE OF CALIFORNIA

BEN|EN
TRUSTED ENGINEERING ADVISORS

Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
Roseville, California 95661
T 916.783.4100
F 916.783.4110

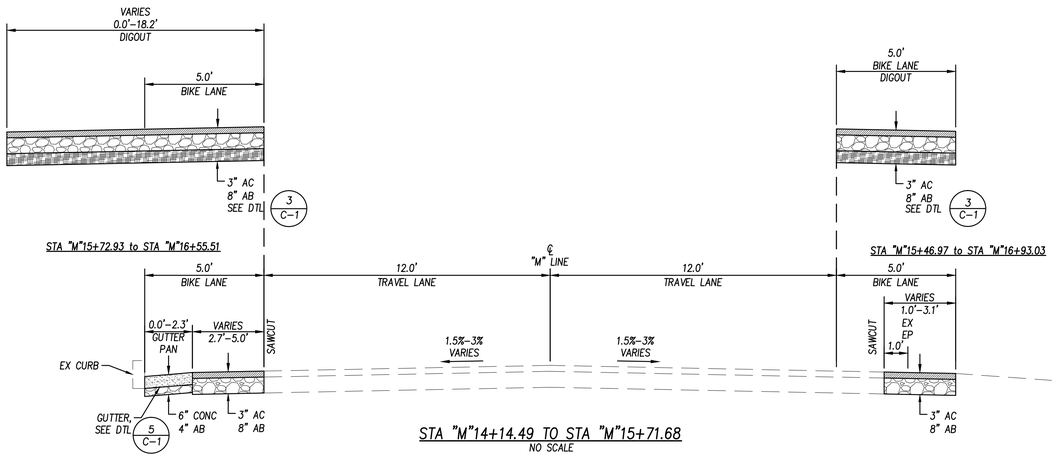
CITY OF COLFAX - NORTH MAIN STREET BIKE ROUTE PROJECT

SURVEY CONTROL SHEET

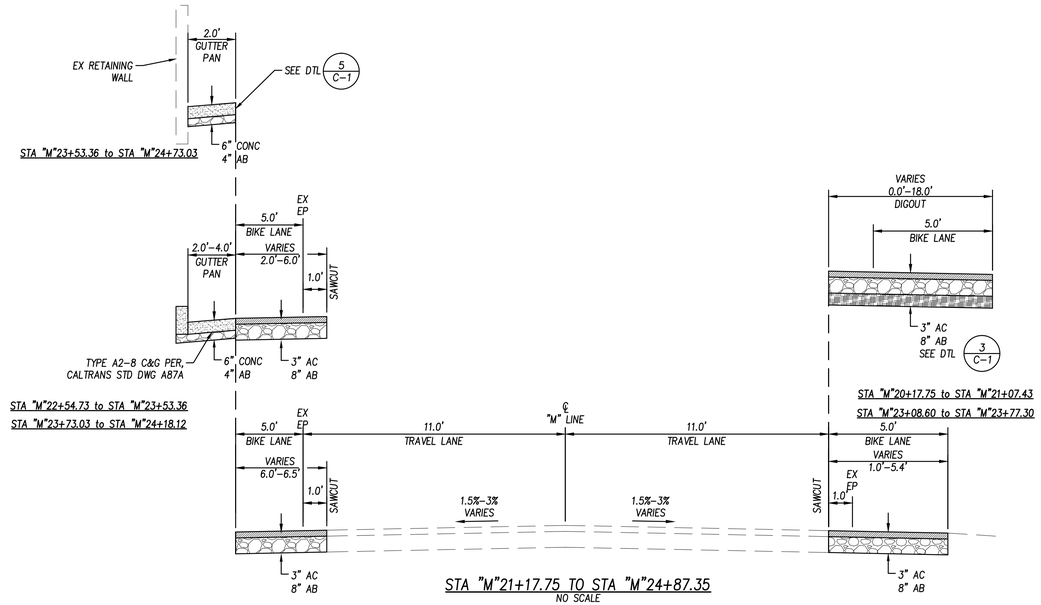
CITY OF COLFAX CALIFORNIA

SC-1

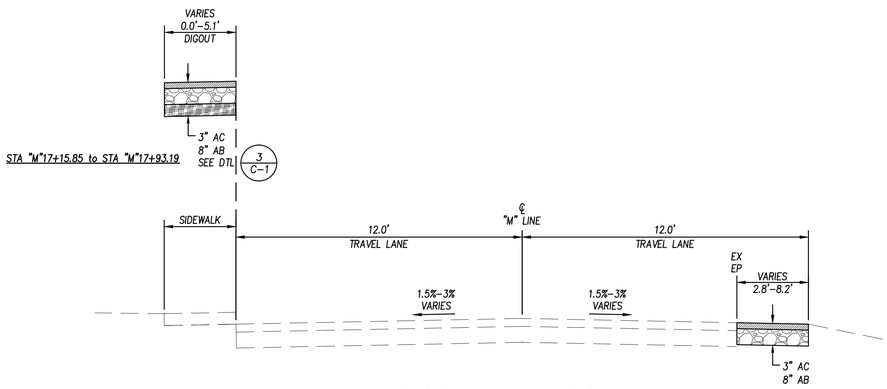
3 OF 11



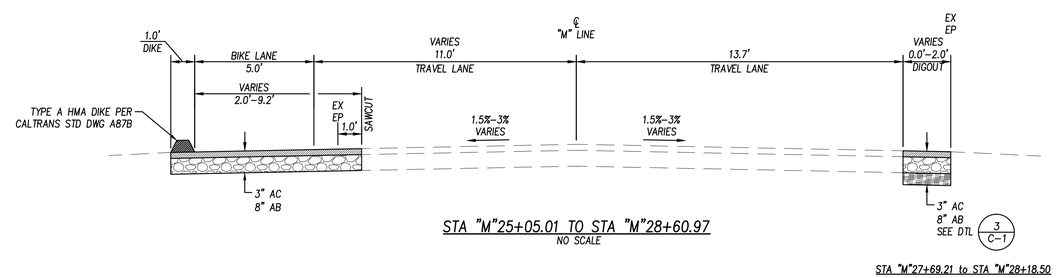
STA "M"14+14.49 TO STA "M"15+71.68
NO SCALE



STA "M"21+17.75 TO STA "M"24+87.35
NO SCALE



STA "M"16+93.03 TO STA "M"19+21.04
NO SCALE



STA "M"25+05.01 TO STA "M"28+60.97
NO SCALE

NO.	REVISIONS	BY	DATE
1			
2			
3			
4			
5			
6			

BENCH MARK ELEV : XX DATUM : XX
DESCRIPTION :
X
X
X
X
X
X

DESIGN BY :	C.ALLEN
DRAWN BY :	B.MICHEL
CHECKED BY :	L.RUBIO
SCALE :	AS SHOWN
DATE :	06/07/2016
PROJ NO. :	15319

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

REGISTERED PROFESSIONAL ENGINEER
CARL DONALD ALLEN
No. 76694
CIVIL
STATE OF CALIFORNIA

BEN|EN
TRUSTED ENGINEERING ADVISORS

Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
Roseville, California 95661
T 916.783.4100
F 916.783.4110

CITY OF COLFAX - NORTH MAIN STREET BIKE ROUTE PROJECT

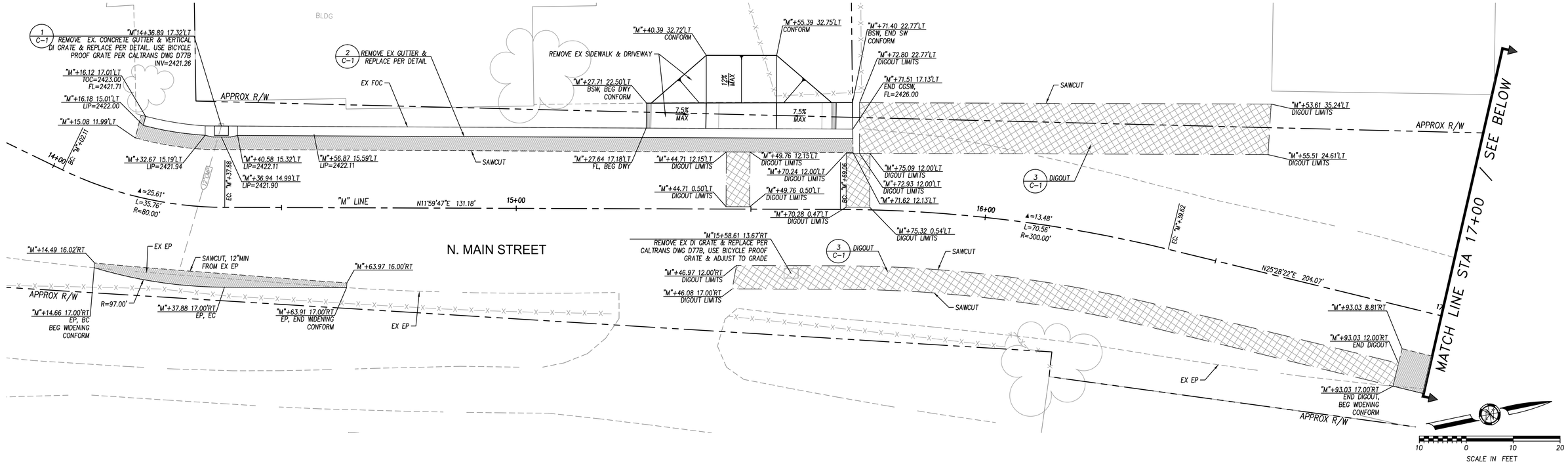
TYPICAL SECTIONS

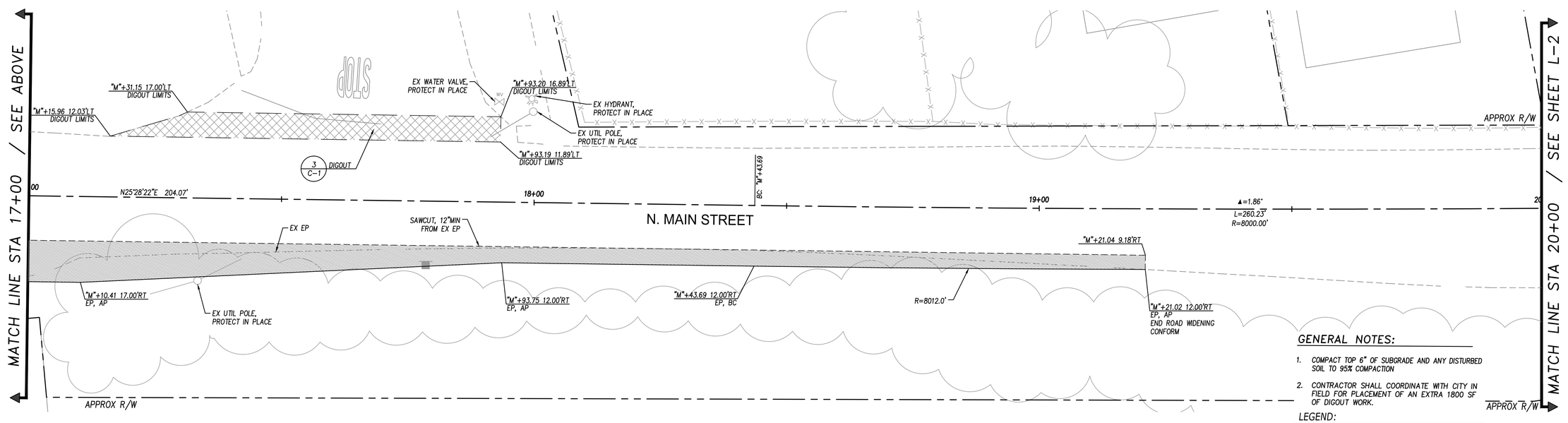
CITY OF COLFAX CALIFORNIA

X-1

4 OF 11

Login Name: CAllen
Plot Date: July 08, 2016 – 4:06 pm
File Name: P:\Proj\15319-Colfax-N Main St Bike Route\03-PLANS\MASTERS\SHEETS\15319_04-X1 – SECTIONS.dwg
XREFS: BDR-15319_R_24x36





GENERAL NOTES:

1. COMPACT TOP 6" OF SUBGRADE AND ANY DISTURBED SOIL TO 95% COMPACTION
2. CONTRACTOR SHALL COORDINATE WITH CITY IN FIELD FOR PLACEMENT OF AN EXTRA 1800 SF OF DIGOUT WORK.

LEGEND:

RIGHT OF WAY
SAWCUT
3"AC TYPE A OVER 8" CLASS 2 AB
DIGOUT – SEE DETAIL 3, SHT C-1

NO.	REVISIONS	BY	DATE
1			
2			
3			
4			
5			
6			

BENCH MARK ELEV : XX DATUM : XX
DESCRIPTION :
X
X
X
X
X
X

DESIGN BY :	C.ALLEN
DRAWN BY :	B.MICHEL
CHECKED BY :	L.RUBIO
SCALE :	1"=10'
DATE :	06/07/2016
PROJ NO. :	15319

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

REGISTERED PROFESSIONAL ENGINEER DONALD ALLEN CIVIL NO. 76694 STATE OF CALIFORNIA

BEN|EN TRUSTED ENGINEERING ADVISORS

Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
Roseville, California 95661
T 916.783.4100
F 916.783.4110

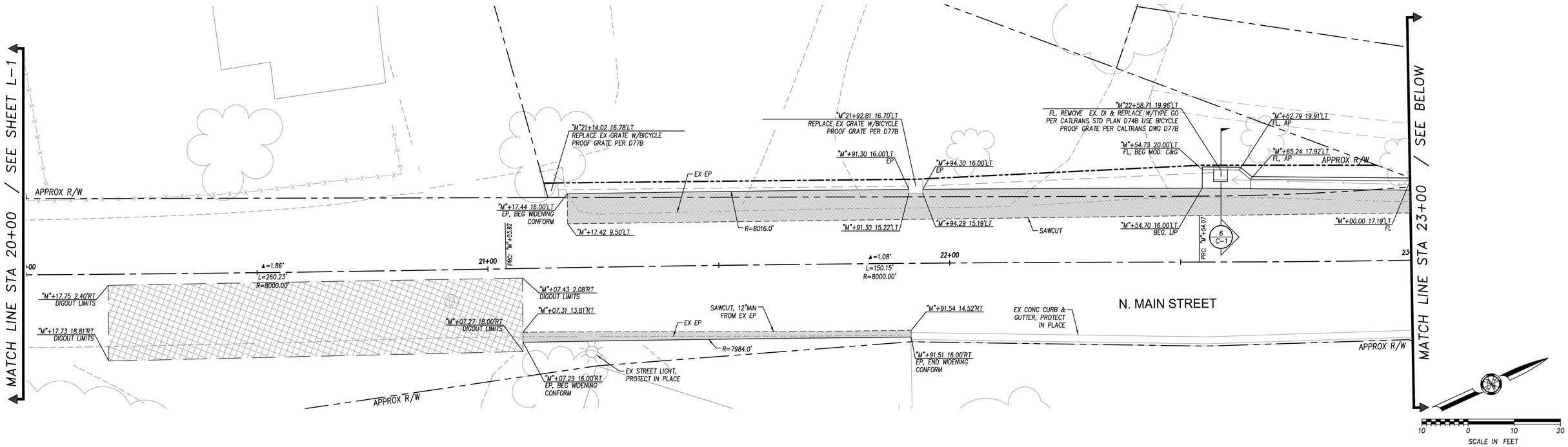
CITY OF COLFAX - NORTH MAIN STREET BIKE ROUTE PROJECT

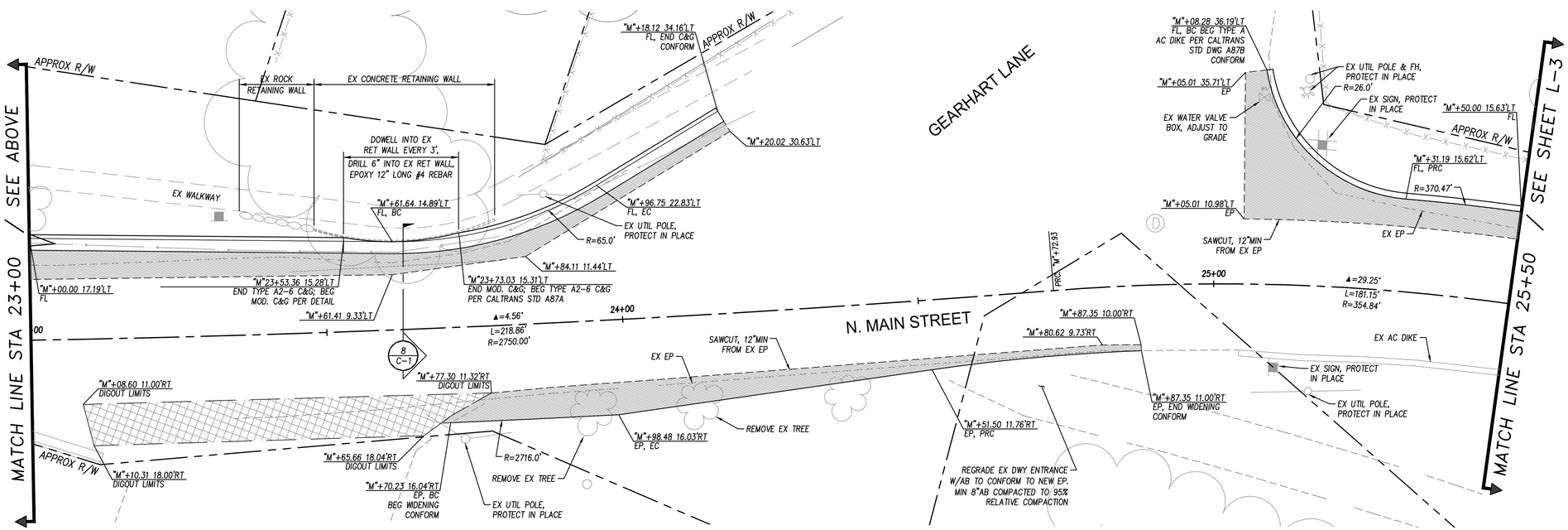
LAYOUT - N. MAIN STREET
STA 14+00 to STA 20+00

CITY OF COLFAX CALIFORNIA

L-1

Login Name: CAllen
Plot Date: June 28, 2016 – 4:07 pm
File Name: P:\Proj\15319-Colfax-N Main St Bike Route\03-PLANS\MASTERS\SHEETS\15319_05-L1 – LAYOUT.dwg
XREFS: BDR-15319_H_24x36 | 15319_XR-SITE | 15319_XR-BASEMAP | 15319_XR-TOPO





GENERAL NOTES:

1. COMPACT TOP 6" OF SUBGRADE AND ANY DISTURBED SOIL TO 95% COMPACTION
2. CONTRACTOR SHALL COORDINATE WITH CITY IN FIELD FOR PLACEMENT OF AN EXTRA 1800 SF OF DIGOUT WORK.

LEGEND:

RIGHT OF WAY

SAWCUT

3"AC TYPE A OVER 8" CLASS 2 AB

DIGOUT – SEE DETAIL 3, SHT C-1

NO.	REVISIONS	BY	DATE
1			
2			
3			
4			
5			
6			

BENCH MARK ELEV : XX DATUM : XX
DESCRIPTION :
X
X
X
X
X
X

DESIGN BY :	C.ALLEN
DRAWN BY :	B.MICHEL
CHECKED BY :	L.RUBIO
SCALE :	1"=10'
DATE :	06/07/2016
PROJ NO. :	15319

VERIFY SCALE

BAR IS ONE INCH ON ORIGINAL DRAWING.

0 1"

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

REGISTERED PROFESSIONAL ENGINEER CARL DONALD ALLEN No. C76604 CIVIL STATE OF CALIFORNIA

BEN|EN TRUSTED ENGINEERING ADVISORS

Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
Roseville, California 95661

T 916.783.4100
F 916.783.4110

CITY OF COLFAX - NORTH MAIN STREET BIKE ROUTE PROJECT

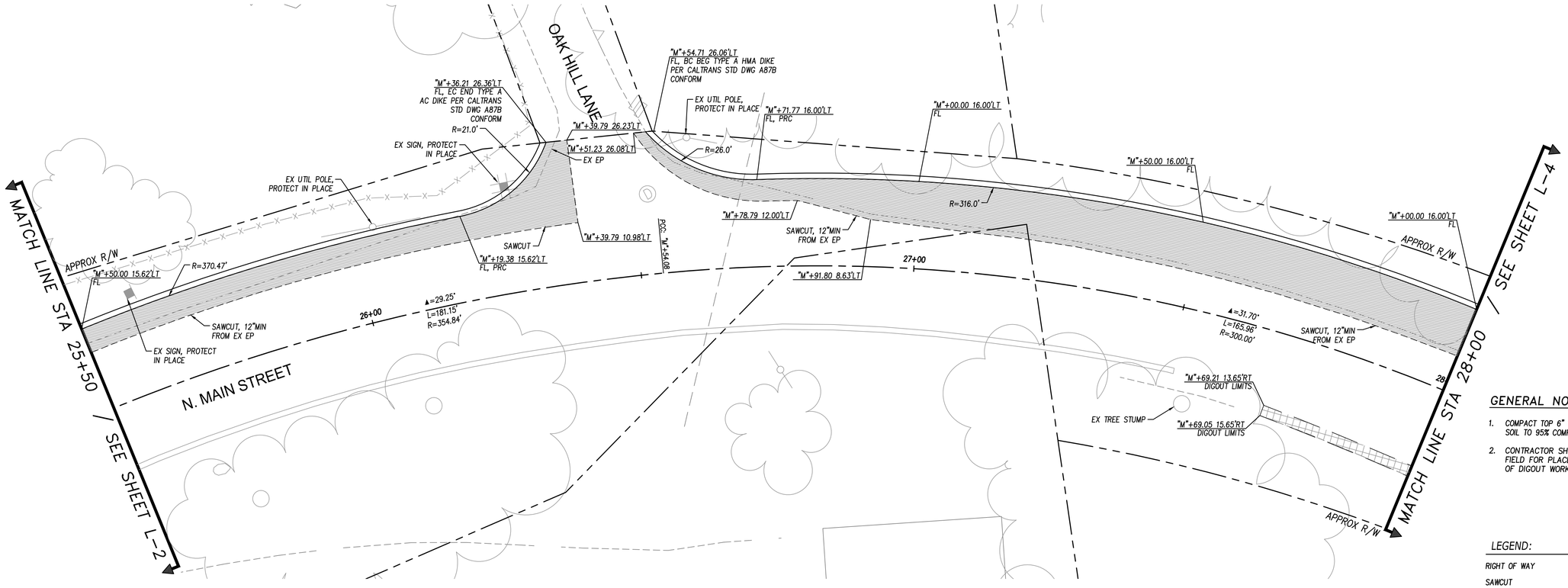
LAYOUT - N. MAIN STREET
STA 20+00 to STA 25+50

CITY OF COLFAX CALIFORNIA

L-2

6 OF 11

Login Name: CAllen
Date: June 28, 2016 - 4:07 pm
File Name: R:\Proj\15319-Colfax-N Main St Bike Route\03-PLANS\MASTERS\SHEETS\15319_05-L1 - LAYOUT.dwg
XREFS: BGR-15319_J_24x36 | 15319_JR-SITE | 15319_JR-BASEMAP | 15319_JR-TOPO

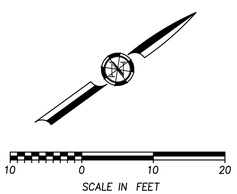


GENERAL NOTES:

1. COMPACT TOP 6" OF SUBGRADE AND ANY DISTURBED SOIL TO 95% COMPACTION
2. CONTRACTOR SHALL COORDINATE WITH CITY IN FIELD FOR PLACEMENT OF AN EXTRA 1800 SF OF DIGOUT WORK.

LEGEND:

RIGHT OF WAY	
SAWCUT	
3"AC TYPE A OVER 8" CLASS 2 AB	
DIGOUT – SEE DETAIL 3, SHT C-1	



NO.	REVISIONS	BY	DATE
6			
5			
4			
3			
2			
1			

BENCH MARK ELEV : XX DATUM : XX
DESCRIPTION :
X
X
X
X
X
X

DESIGN BY :	C.ALLEN
DRAWN BY :	B.MICHEL
CHECKED BY :	L.RUBIO
SCALE :	1"=10'
DATE :	06/07/2016
PROJ NO. :	15319

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

REGISTERED PROFESSIONAL ENGINEER LUIS DONALD ALLEN III No. 76884 CIVIL STATE OF CALIFORNIA

BEN|EN
TRUSTED ENGINEERING ADVISORS

Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
Roseville, California 95661
T 916.783.4100
F 916.783.4110

CITY OF COLFAX - NORTH MAIN STREET BIKE ROUTE PROJECT

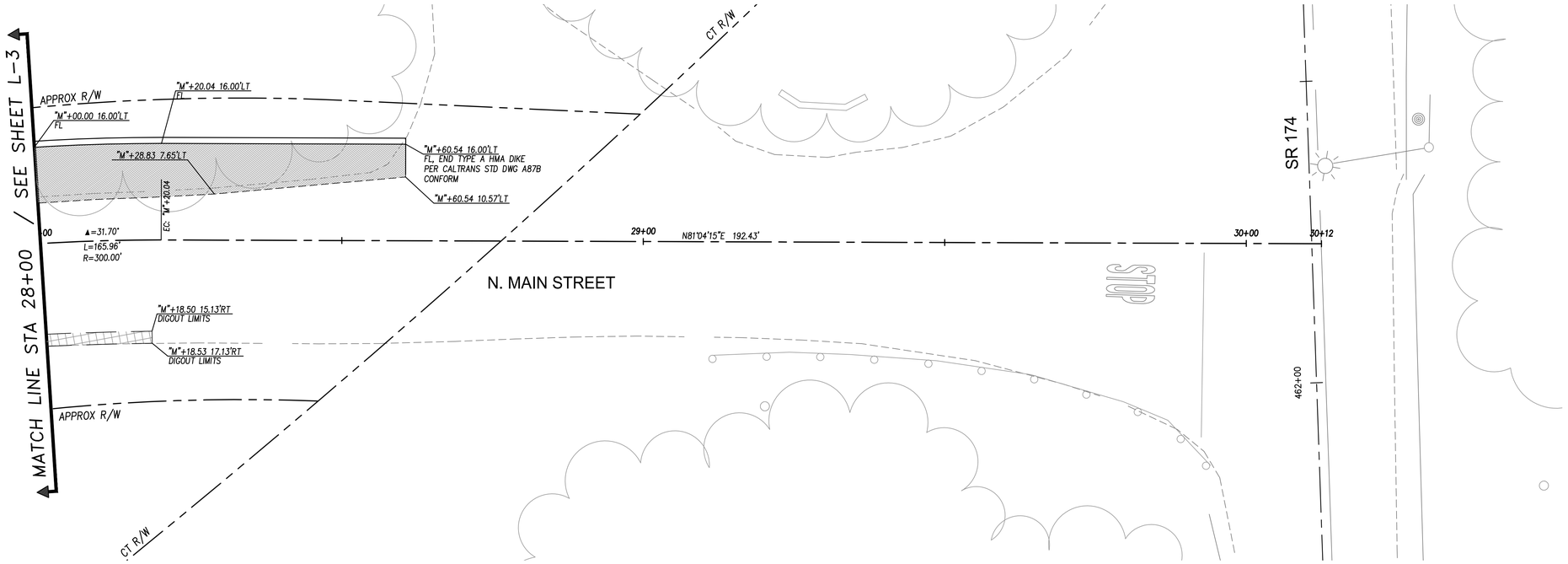
LAYOUT - N. MAIN STREET
STA 25+50 to STA 28+00

CITY OF COLFAX CALIFORNIA

L-3

7 OF 11

Login Name: CAllen
Plot Date: June 08, 2016 4:07 pm
File Name: P:\Proj\15319-Colfax-N Main St Bike Route\03-PLANS\MASTERS\SHEETS\15319_05-L1 - LAYOUT.dwg
XREFS: BDR-15319_J_2x36 | 15319_XR-SITE | 15319_XR-BASEMAP | 15319_XR-TOPO



GENERAL NOTES:

1. COMPACT TOP 6" OF SUBGRADE AND ANY DISTURBED SOIL TO 95% COMPACTION
2. CONTRACTOR SHALL COORDINATE WITH CITY IN FIELD FOR PLACEMENT OF AN EXTRA 1800 SF OF DIGOUT WORK.

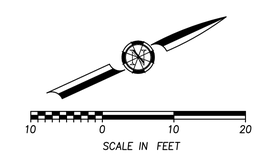
LEGEND:

RIGHT OF WAY

SAWCUT

3"AC TYPE A OVER 8" CLASS 2 AB

DIGOUT – SEE DETAIL 3, SHT C-1



NO.	REVISIONS	BY	DATE
1			
2			
3			
4			
5			
6			

BENCH MARK ELEV : XX DATUM : XX
DESCRIPTION :
X
X
X
X
X
X

DESIGN BY :	C.ALLEN
DRAWN BY :	B.MICHEL
CHECKED BY :	L.RUBIO
SCALE :	1"=10'
DATE :	06/07/2016
PROJ NO. :	15319

VERIFY SCALE

BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

REGISTERED PROFESSIONAL ENGINEER DONALD ALLEN JR. No. 76694 CIVIL STATE OF CALIFORNIA

BEN|EN
TRUSTED ENGINEERING ADVISORS

Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
Roseville, California 95661

T 916.783.4100
F 916.783.4110

CITY OF COLFAX - NORTH MAIN STREET BIKE ROUTE PROJECT

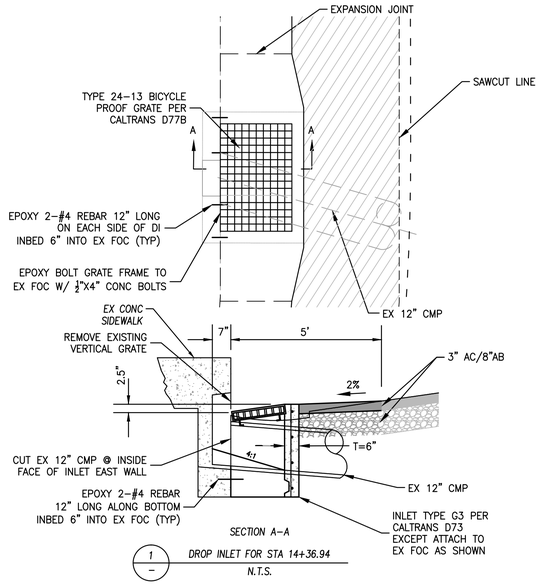
LAYOUT - N. MAIN STREET
STA 28+00 to STA 30+12

CITY OF COLFAX CALIFORNIA

L-4

8 OF 11

Login Name: CAllen
Plot Date: June 28, 2016 – 4:07 pm
File Name: P:\Proj\15319-Colfax-N Main St Bike Route\03-PLANS\MASTERS\SHEETS\15319_05-L1 – LAYOUT.dwg
XREFS: BDR-15319_H_24x36 | 15319_XR-SITE | 15319_XR-BASEMAP | 15319_XR-TOPO

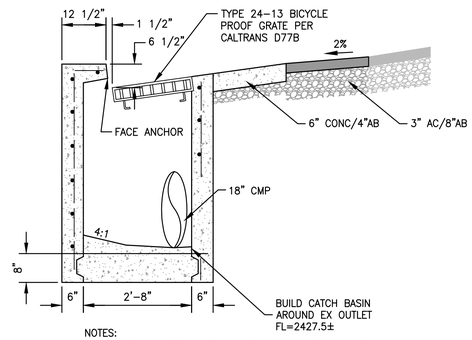


1 — DROP INLET FOR STA 14+36.94
N.T.S.

NOTES:
1. CENTER NEW DI ON EXISTING STORM INLET.

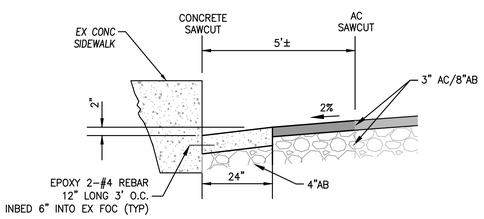
2 SAWCUT AND REMOVE EX GUTTER AS CLOSE AS PRACTICAL TO EX FOC & ROUGH INTERFACE W/JACK HAMMER. USE BONDING AGENT.

3. COMPACT TOP 6" OF SUBGRADE TO 95% RELATIVE COMPACTION.



NOTES:
1. REMOVE EX DROP INLET & CUT EX 18" CMP @ INSIDE FACE OF INLET EAST WALL.

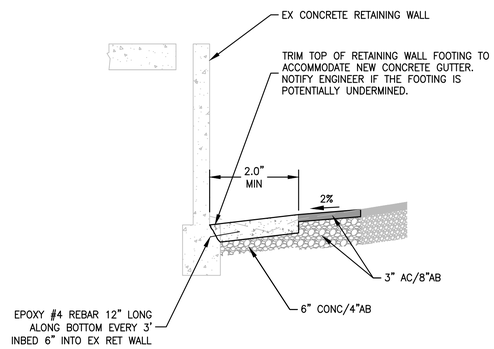
4 — DROP INLET FOR STA 22+58.70 PER CALTRANS TYPE GO CATCH BASIN
N.T.S.



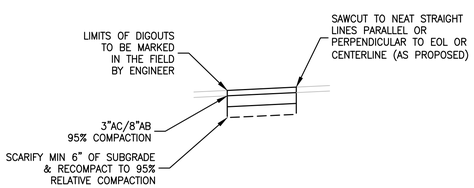
2 — GUTTER DETAIL
N.T.S.

NOTES:
1. SAWCUT AND REMOVE EX GUTTER AS CLOSE AS PRACTICAL TO EX FOC & ROUGH INTERFACE W/JACK HAMMER. USE BONDING AGENT. EPOXY #4 REBAR 12" LONG INBED 6" INTO EX FOC (TYP).

2. COMPACT TOP 6" OF SUBGRADE TO 95% RELATIVE COMPACTION.



5 — GUTTER TIED TO CONCRETE RETAINING WALL
N.T.S.

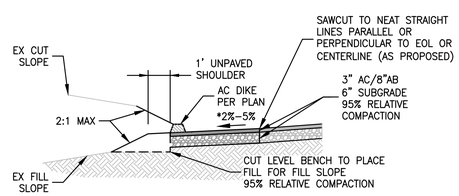


NOTES:
1. SLOPE PER EXISTING GRADE.

2. AFTER COMPACTION OF SUBGRADE AND PLACEMENT & COMPACTION OF AB, SEAL EDGE OF SAWCUT AC AND AB WITH ASPHALT EMMULSION.

3. THE CITY SUSPECTS THAT SOME UNKNOWN EXTENT OF NORTH MAIN STREET IS UNDERLAIN BY OLD CONCRETE PAVEMENT.

3 — TYPICAL DIGOUT DETAIL
N.T.S.



NOTES:
1. EXCAVATIONS WITHIN THE DRIP LINES OF TREES SHALL BE MINIMIZED & CONDUCTED UNDER THE SUPERVISION OF AN ARBORIST.

2. AFTER COMPACTION OF SUBGRADE AND PLACEMENT & COMPACTION OF AB, SEAL EDGE OF SAWCUT AC AND AB WITH ASPHALT EMMULSION.

3. *MIN SLOPE WITH ENGINGEERS APPROVAL 1% FOR AREAS WHERE PAVEMENT IS WIDENED.

6 — AC DIKE AND WIDENING DETAIL
N.T.S.

NO.	REVISIONS	BY	DATE
8			
7			
6			
5			
4			
3			
2			
1			

BENCH MARK ELEV : XX DATUM : XX
DESCRIPTION :
X
X
X
X
X
X
X

DESIGN BY :	C.ALLEN
DRAWN BY :	B.MICHEL
CHECKED BY :	L.RUBIO
SCALE :	AS SHOWN
DATE :	06/07/2016
PROJ NO. :	15319

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

REGISTERED PROFESSIONAL ENGINEER — CARLTON DONALD ALLEN III — No. C76694 — CIVIL — STATE OF CALIFORNIA

BEN|EN
TRUSTED ENGINEERING ADVISORS

Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
Roseville, California 95661
T 916.783.4100
F 916.783.4110

CITY OF COLFAX - NORTH MAIN STREET BIKE ROUTE PROJECT

CONSTRUCTION DETAILS

CITY OF COLFAX CALIFORNIA

C-1

9 OF 11

Login Name: CAllen
Plot Date: July 06, 2016 - 4:07 pm
File Name: P:\Proj\15319-Colfax-N Main St Bike Route\03-PLANS\MASTERS\SHEETS\15319_06-C1 - CONST DTLS.dwg
XREFS: BGR=15319_J_24x36 | 15319_XR-TOPO | 15319_XR-SITE | 15319_XR-BASEMAP

LEGEND

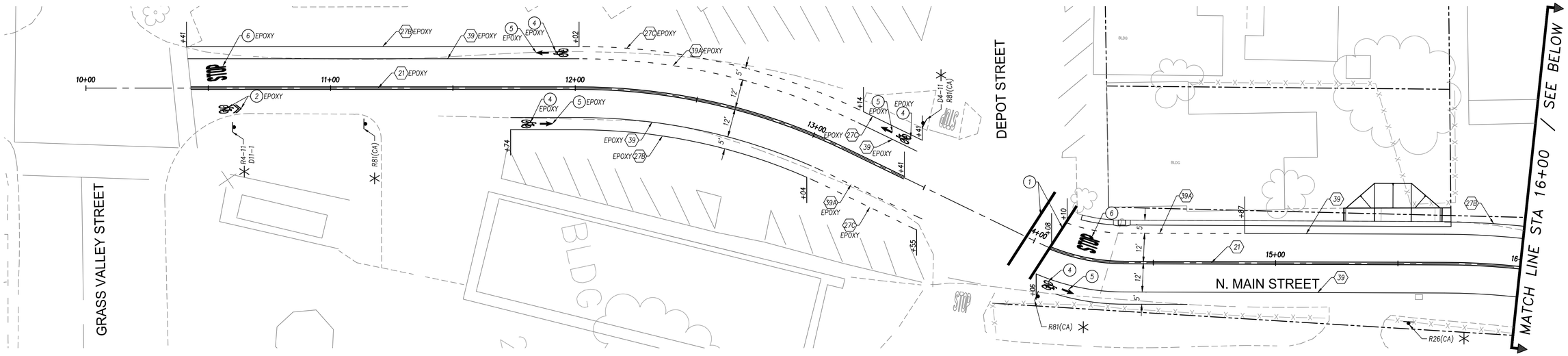
- EXISTING ORNAMENTAL STREETLIGHT
- EXISTING MAST ARM
- EXISTING REGIONAL TRANSIT PP
- EXISTING ROADSIDE SIGN LOCATION
- NEW ROADSIDE SIGN LOCATION
- INSTALL SIGN
- RELOCATE SIGN
- EXISTING SIGN TO REMAIN
- REMOVE EXISTING SIGN
- CALTRANS DETAIL NO. CALLOUT (No.)

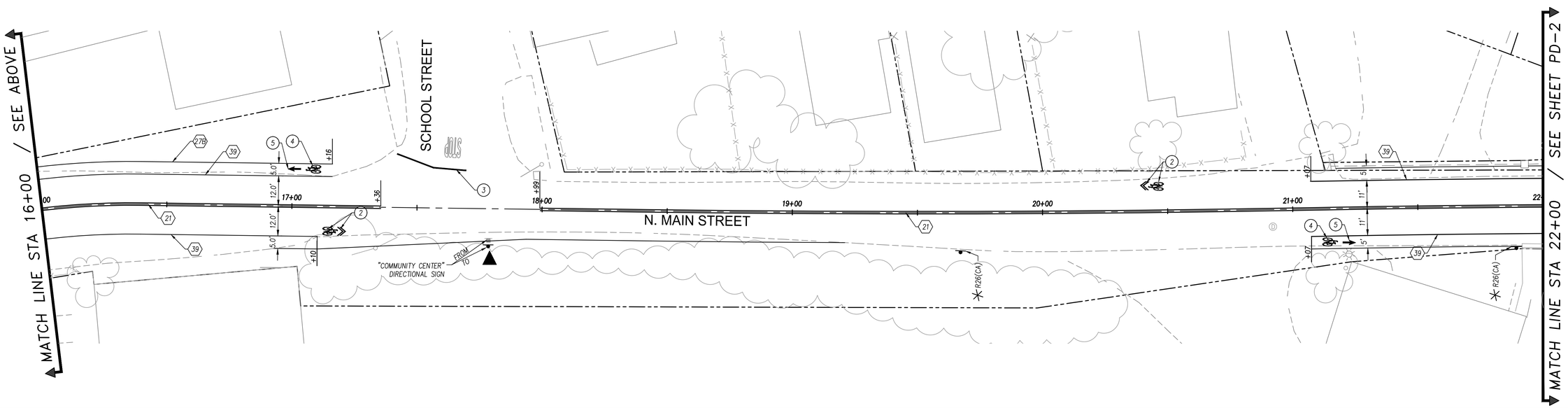
PAVEMENT DELINEATION & SIGNING GENERAL NOTES

1. THIS PLAN IS ACCURATE FOR SIGNING AND STRIPING WORK ONLY.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALTRANS STANDARD PLANS AND SPECIFICATIONS, AND THE CALIFORNIA MUTCD 2014.
3. CONTRACTOR SHALL NOTIFY ENGINEER NOT LATER THAN TWO WORKING DAYS PRIOR TO FINAL PAVEMENT DELINEATION APPLICATION.
4. ALL EXISTING SIGNING, STRIPING, AND MARKING NOT IN CONFLICT WITH PROPOSED WORK TO REMAIN, UNLESS OTHERWISE NOTED.
5. EXACT POSITION AND LOCATION OF ALL ROADSIDE SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER OR REPRESENTATIVE.
6. STRIPING AND PAVEMENT MARKINGS ANNOTATED "EPOXY" SHALL BE TWO-COMPONENT PAINT. ALL OTHER STRIPING AND PAVEMENT MARKINGS SHALL BE PAINT (ONE COAT).
7. ALL CONFLICTING EXISTING PAVEMENT MARKINGS SHALL BE REMOVED BY GRINDING.
8. CROSSWALK WIDTH SHALL BE 10 FT INSIDE TO INSIDE.
9. LIMIT LINE SHALL BE PLACED IN FRONT OF CROSSWALKS 7 FT CLEAR.

STRIPING NOTES

1. CROSSWALK WITH 1' STRIPE, SEE DETAIL SHEET PD-2.
2. SHARED ROADWAY BICYCLE MARKING PER CALTRANS STANDARD PLAN 2015 A24C.
3. LIMIT LINE WITH 1' STRIPE.
4. BIKE LANE SYMBOL WITH BIKE PERSON PER CALTRANS STANDARD PLAN 2015 A24C.
5. BIKE LANE ARROW PER CALTRANS STANDARD PLAN 2015 A24A.
6. "STOP" PAVEMENT MARKING PER CALTRANS STANDARD PLAN 2015 A24E.
7. "AHEAD" PAVEMENT MARKING PER CALTRANS STANDARD PLAN 2015 A24D.





NO.	REVISIONS	BY	DATE
1			
2			
3			
4			
5			
6			

BENCH MARK ELEV : XX DATUM : XX
DESCRIPTION :
X
X
X
X
X
X

DESIGN BY :	C.ALLEN
DRAWN BY :	B.MICHEL
CHECKED BY :	L.RUBIO
SCALE :	1"=20'
DATE :	06/07/2016
PROJ NO. :	15319

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

REGISTERED PROFESSIONAL ENGINEER CHARLES DONALD ALLEN III No. C76694 CIVIL STATE OF CALIFORNIA

BEN|EN
TRUSTED ENGINEERING ADVISORS
Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
Roseville, California 95661
T 916.783.4100
F 916.783.4110

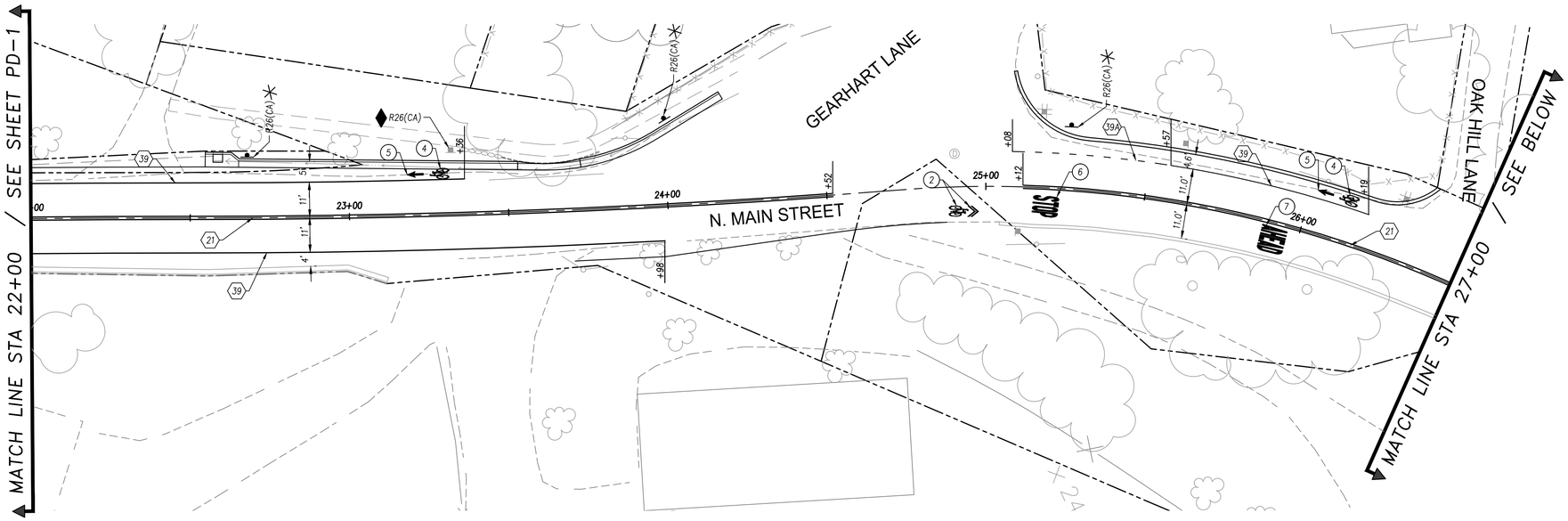
CITY OF COLFAX - NORTH MAIN STREET BIKE ROUTE PROJECT

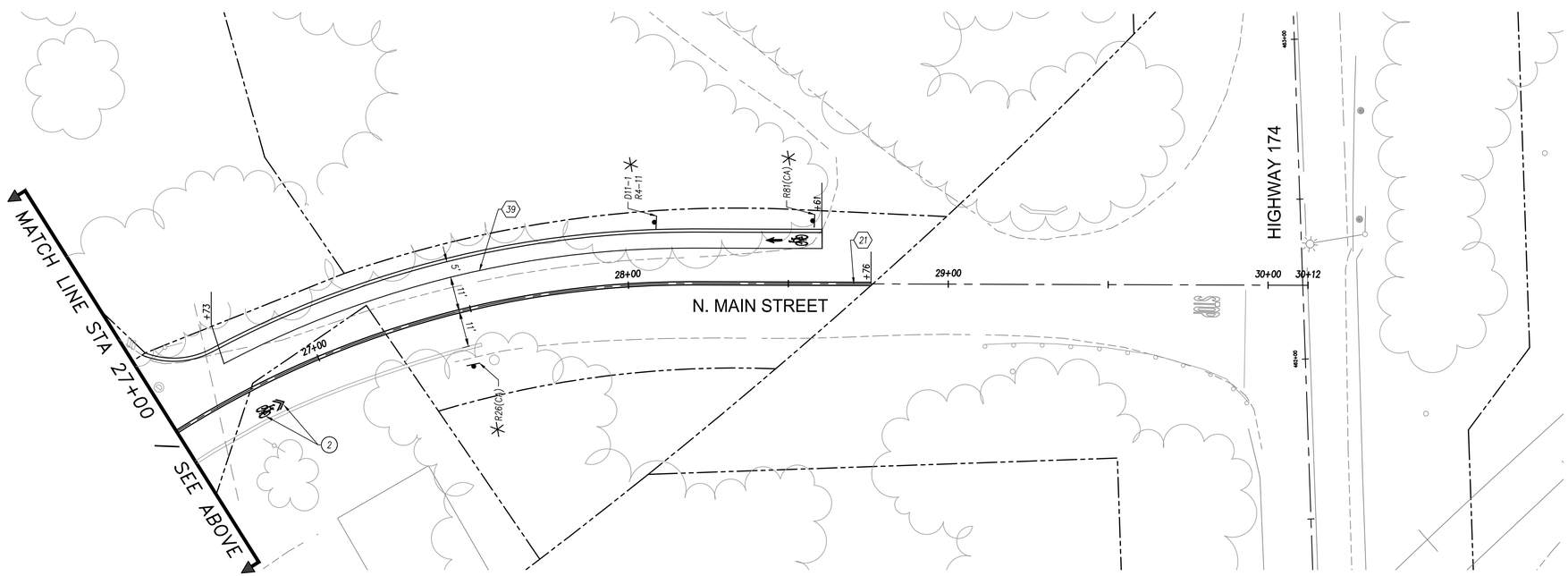
PAVEMENT DELINEATION AND SIGNAGE
STA 10+00 to STA 22+00

CITY OF COLFAX CALIFORNIA

PD-1
10 OF 11

Login Name: CAllen
Plot Date: Jun 08, 2016 - 4:08 pm
File Name: P:\Proj\15319-Colfax-N Main St Bike Route\03-PLANS\MASTERS\SHEETS\15319_07-PD1 - PAINT DELINEATION.dwg
XREFS: BDR-15319_J_Xa2B | 15319_JR-TOPO | 15319_JR-BASEMAP | 15319_JR-SITE





LEGEND

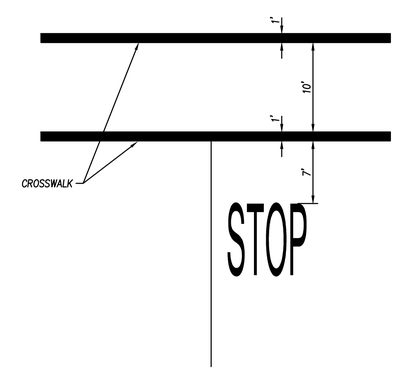
- EXISTING ORNAMENTAL STREETLIGHT
- EXISTING MAST ARM
- EXISTING REGIONAL TRANSIT PP
- EXISTING ROADSIDE SIGN LOCATION
- NEW ROADSIDE SIGN LOCATION
- INSTALL SIGN
- RELOCATE SIGN
- EXISTING SIGN TO REMAIN
- REMOVE EXISTING SIGN
- CALTRANS DETAIL NO. CALLOUT (No.)

PAVEMENT DELINEATION & SIGNING GENERAL NOTES

1. THIS PLAN IS ACCURATE FOR SIGNING AND STRIPING WORK ONLY.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALTRANS STANDARD PLANS AND SPECIFICATIONS, AND THE CALIFORNIA MUTCD 2014.
3. CONTRACTOR SHALL NOTIFY ENGINEER NOT LATER THAN TWO WORKING DAYS PRIOR TO FINAL PAVEMENT DELINEATION APPLICATION.
4. ALL EXISTING SIGNING, STRIPING, AND MARKING NOT IN CONFLICT WITH PROPOSED WORK TO REMAIN, UNLESS OTHERWISE NOTED.
5. EXACT POSITION AND LOCATION OF ALL ROADSIDE SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER OR REPRESENTATIVE.
6. STRIPING AND PAVEMENT MARKINGS ANNOTATED "EPOXY" SHALL BE TWO-COMPONENT PAINT. ALL OTHER STRIPING AND PAVEMENT MARKINGS SHALL BE PAINT (ONE COAT).
7. ALL CONFLICTING EXISTING PAVEMENT MARKINGS SHALL BE REMOVED BY GRINDING.
8. CROSSWALK WIDTH SHALL BE 10 FT INSIDE TO INSIDE.
9. LIMIT LINE SHALL BE PLACED IN FRONT OF CROSSWALKS 7 FT CLEAR.

STRIPING NOTES

1. CROSSWALK WITH 1' STRIPE, SEE DETAIL THIS SHEET.
2. SHARED ROADWAY BICYCLE MARKING PER CALTRANS STANDARD PLAN 2015 A24C.
3. LIMIT LINE WITH 1' STRIPE.
4. BIKE LANE SYMBOL WITH BIKE PERSON PER CALTRANS STANDARD PLAN 2015 A24C.
5. BIKE LANE ARROW PER CALTRANS STANDARD PLAN 2015 A24A.
6. "STOP" PAVEMENT MARKING PER CALTRANS STANDARD PLAN 2015 A24D.
7. "AHEAD" PAVEMENT MARKING PER CALTRANS STANDARD PLAN 2015 A24D.



CROSSWALK DETAIL
NO SCALE

NO.	REVISIONS	BY	DATE
6			
5			
4			
3			
2			
1			

BENCH MARK ELEV : XX DATUM : XX
DESCRIPTION :
X
X
X
X
X
X

DESIGN BY :	C.ALLEN
DRAWN BY :	B.MICHEL
CHECKED BY :	L.RUBIO
SCALE :	1"=20'
DATE :	06/07/2016
PROJ NO. :	15319

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

REGISTERED PROFESSIONAL ENGINEER LUIS DONALD ALLEN III 76884 CIVIL STATE OF CALIFORNIA

BEN|EN
TRUSTED ENGINEERING ADVISORS

Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
Roseville, California 95661
T 916.783.4100
F 916.783.4110

CITY OF COLFAX - NORTH MAIN STREET BIKE ROUTE PROJECT

PAVEMENT DELINEATION AND SIGNAGE
STA 22+00 to STA 30+12

CITY OF COLFAX CALIFORNIA

PD-2
11 OF 11

Login Name: CAllen
Plot Date: June 08, 2016 4:08 pm
File Name: P:\Proj\15319-Colfax-N Main St Bike Route\03-PLANS\MASTERS\SHEETS\15319_07-PD1 - PVMNT DELINEATION.dwg
XREFS: BDR-15319_J_24x36 | 15319_JR-TOPO | 15319_JR-BASEMAP | 15319_JR-SITE

CITY OF COLFAX
AGREEMENT FOR THE CONSTRUCTION OF THE
_____

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by and between the CITY OF COLFAX, a municipal corporation, (hereinafter referred to as "City"), and _____, a [corporation duly organized and existing under the laws of the State of California, or a partnership consisting of _____ or an individual doing business as _____, _____], (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the City Council of the City of Colfax has awarded a contract to Contractor for performance of the work set forth herein.

AGREEMENTS

SECTION 1 - SCOPE OF WORK

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in a good and workmanlike manner, and in strict accordance with the Contract Documents as defined in section 7 hereof, the work of: _____
_____,
City of Colfax, Placer County, California, as called for in the drawings and specifications adopted by the City, which drawings and specifications have been executed by the parties to this agreement. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and materials shall be furnished, and said work performed and completed as required in the Contract Documents, under the direction and supervision of, and subject to the approval of the City and its duly authorized representatives.

SECTION 2 - TIME OF COMPLETION

The work shall be commenced on the date specified in the City's "Notice to Contractor to Proceed," and shall be fully completed no later than _____ days thereafter, or such additional time as may have been provided by change order, pursuant to the Contract Documents.

Time is of the essence of this agreement.

SECTION 3 - CONTRACT PRICE

City shall pay Contractor for the full and complete performance of this contract the sum of_____
_____DOLLARS ($_____), subject to adjustments as provided in the Contract Documents.

SECTION 4 - MONTHLY PROGRESS PAYMENTS

Monthly progress payments shall be made in accordance with Article 23 of the General Conditions of these Contract Documents.

SECTION 5 - FINAL PAYMENT

Final payment shall be made in accordance with Article 25 of the General Conditions of these Contract Documents.

SECTION 6 - ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of any and all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and/or neglect of the City or others relating to or arising from the work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the performance and payment bonds required by this contract.

SECTION 7 - CONTRACT DOCUMENTS

The complete contract between the parties hereto shall consist of the following documents herein referred to as the "Contract Documents":

Notice and Information to Bidders
Bid Form
Designation of Subcontractors
This Agreement
Bidder's Bond
Performance Bond
Payment Bond
General Conditions
Special Provisions
Contract Drawings and Plans
Technical Specifications
Duly Issued addenda
Duly Issued interpretations
Supplemental Drawings issued pursuant to Article 4 of the General Conditions
Shop Drawings and Manufacturers' Instructions approved pursuant to Article 5 of the General Conditions
Approved Change Orders
Contractor's Guarantee and Warranty & Maintenance Bond

Such documents, collectively referred to herein as the Contract Documents, hereby are incorporated herein by this reference and made a part hereof.

SECTION 8 – CONTRACTOR REGISTERED AND QUALIFIED TO PERFORM PUBLIC WORK

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded.

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

CITY OF COLFAX

_____
Mark Miller, City Manager

Approved as to form:

_____
Alfred Cabral, City Attorney

Attest:

_____
Lorraine Cassidy, City Clerk

CONTRACTOR

_____
(Name, Title)

_____
(Business Address)

_____
(License Number)

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the corporation named as Contractor in the foregoing agreement; that _____, who signed said agreement on behalf of said corporation is authorized to fully bind the corporation to this agreement; that said agreement was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

_____
Secretary

LIMITED LIABILITY COMPANY

I, _____, certify that I am the Manager and/or member with management rights of the limited liability company named as Contractor in the foregoing bid; that _____, who signed said agreement on behalf of said limited liability company is authorized to fully bind the limited liability company to this bid; that said bid was duly signed for and on behalf of said limited liability company by authority of its membership and is within the scope of its company powers.

(Corporate Seal)

_____
Manager or Managing Partner

PARTNERSHIP CERTIFICATE

I, _____, certify that I am the _____ of the partnership named as Contractor in the foregoing bid; that _____, who signed said bid on behalf of said partnership is authorized to fully bind the partnership to this agreement; that said bid was duly signed for and on behalf of said partnership by authority of its partners and is within the scope of its partnership powers.

(Seal – if any)

_____
Title:

CORPORATE CERTIFICATE
(BID)

I, _____, certify that I am the Secretary of the corporation named as Contractor in the foregoing bid; that _____, who signed said bid on behalf of said corporation is authorized to fully bind the corporation to this bid; that said bid was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

_____
Secretary

LIMITED LIABILITY COMPANY
(BID)

I, _____, certify that I am the Manager and/or member with management rights of the limited liability company named as Contractor in the foregoing bid; that _____, who signed said bid on behalf of said limited liability company is authorized to fully bind the limited liability company to this bid; that said bid was duly signed for and on behalf of said limited liability company by authority of its membership and is within the scope of its company powers.

(Corporate Seal)

_____
Manager or Managing Partner

PARTNERSHIP CERTIFICATE
(BID)

I, _____, certify that I am the _____ of the partnership named as Contractor in the foregoing bid; that _____, who signed said bid on behalf of said partnership is authorized to fully bind the partnership to this bid; that said bid was duly signed for and on behalf of said partnership by authority of its partners and is within the scope of its partnership powers.

(Seal – if any)

_____
Title:

SUBMIT THIS SHEET AS PART OF YOUR BID

BID FORM A - ALTERNATIVES

(ATTACH SEALED ENVELOPE WITH
BID FORM B ENCLOSED TO BACK OF THIS FORM)

TO: The City of Colfax, State of California:

1. Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the _____ including Addenda Nos. _____ the undersigned bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and place where the work is to be done, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the Contract Documents (including the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner) for the total Base Bid sum of _____ DOLLARS ($_____).

Alternatives:

1. _____

_____

2. _____

_____

3. _____

_____

THIS FORM IS TO BE FULLY COMPLETED, SIGNED AND SUBMITTED IN A SEALED ENVELOPE ATTACHED TO BID FORM A

BID FORM B - ALTERNATIVES

FROM:_____
Name of Bidder

TO: The City of Colfax, State of California:

1. Pursuant to and in compliance with your Notice to Bidders and Contract Documents, relating to the _____ including Addenda Nos. _____ the undersigned bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and place where the work is to be done, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the Contract Documents (including the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner) for the total sum indicated in Bid Form A submitted simultaneously with this bid form.

2. It is understood that City reserves the right to reject this proposal and that it shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for its opening.

3. Attached hereto and incorporated herein, in compliance with sections 4100-4114 of the Public Contracts Code of the State of California, is a "Designation of Subcontractors."

4. It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within sixty (60) days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the Contract Documents to City in accordance with the proposal as accepted, together with the insurance documents specified in Article 3 of the General Conditions and will also furnish and deliver to City the Performance Bond and Payment Bond as herein specified, all within ten (10) days after personal delivery or deposit in the mails, as the case may be, of the notification of award and that the work under the contract shall be commenced by the undersigned bidder on the date to be stated in City's notice to proceed, and shall be

completed in the time specified in section 2 of the agreement for construction or any modification thereto duly made by change order.

5. Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below.

_____

_____

_____

_____

6. The undersigned bidder declares as follows: The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

7. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

8. The undersigned bidder declares that the bidder is aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensations or to undertake self insurance in accordance with the provisions of that code, and that the bidder will comply with such provisions before commencing the performance of the work of this contract.

9. Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy, the words shall prevail; if all or any portions of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

10. Accompanying this proposed bid is _____ (insert words, "cash," "cashier's check," "certified check," or "bidders bond," as the case may be) in an amount equal to at least ten percent (10%) of total of the bid including the highest alternate.

11. The names of all persons interested in the foregoing proposal as principals are as follows:

(Stockholders and limited partners need not be listed unless they are officers or employees of the corporation or limited partnership. All general partners and corporate officers shall be listed. If a stockholder or partner is a firm, list the principles of that firm, as stated herein.)

(If bidder or other interested person is a corporation, it must furnish a certificate attesting to corporate existence and authority of officers to sign contracts and other documents. A form corporate certificate is included in these bid documents. State legal name of corporation, names of the president, secretary, treasurer, and manager thereof.)

NAME	BUSINESS ADDRESS	INTEREST (owner, partner,etc.)

Attach additional sheets if necessary.

12. The name of the person licensed in accordance with the Notice of Bidders and the Contractor's State License Law, Business and Professions Code section 7000 et seq., and that person's relationship to the Bidder, are as follows:

Name of License Holder: _____.

Relationship to Bidder: _____.
License No.: _____.

License Expiration Date: _____.

Type of License: _____.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing information and representations made in this bid are true and correct.

DATED:_____

Signature of Bidder:

_____
Company Name

_____
Street Address

_____
City, State, Zip

(_____)_____
Telephone

(_____)_____
Fax

By_____

Its_____

_____
(Type Name)

By_____

Its_____

_____
(Type Name) (CORPORATE SEAL)

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation and a corporate seal; if bidder is a copartnership, the true names of the firm shall be set forth above together with the signature of the partner of partners authorized to sign contracts on behalf of the copartnership; and if bidder is an individual, his or her signature shall be placed above.

BIDDER'S BOND

We, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Colfax, State of California, (hereinafter called "City) in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of _____ _____DOLLARS ($_____). The condition of this obligation is such that a bid to City for certain construction specifically described as follows, for which bids are to be opened on _____, 20____, has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

_____

_____

_____

If the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with Owner, one payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue, and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

SUBMIT THIS SHEET AS PART OF YOUR BID

In the event suit is brought upon said bond by City and judgment is recovered, the Surety shall pay all costs incurred by City in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this____ day of _____, 20___.

_____

PRINCIPAL

_____

SURETY

_____

_____

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

SUBMIT THIS SHEET AS PART OF YOUR BID

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of section 4100 et seq. of the Public Contracts Code of the State of California, and any amendments thereof, the undersigned bidder has set forth below:

(a) The name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the work to be performed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said work according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the undersigned's total bid, or in the case of construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the undersigned's bid or $10,000, whichever is greater; and

(b) The undersigned shall list only one subcontractor for each portion of the work which will be done by each subcontract as described by (a) above.

Note: When there is a failure to list a subcontractor, the law provides that the prime Contractor agrees to do the work itself, and that said prime Contractor agrees that it is fully qualified to perform such work.

PORTION OF WORK	SUBCONTRACTOR	LICENSE #	DIR #.	ADDRESS

SUBMIT THIS SHEET AS PART OF YOUR BID