

5555 SKYWAY • PARADISE, CALIFORNIA 95969-4931 TELEPHONE (530) 872-6291 FAX (530) 877-5059 www.townofparadise.com

### **Management Staff:**

Charles L. Rough, Jr., Town Manager
Dwight L. Moore, Town Attorney
Joanna Gutierrez, Town Clerk
Lauren Gill, Assistant Town Manager
Craig Baker, Community Development Director
Gabriela Tazzari-Dineen, Police Chief
Rob Cone, Interim Fire Chief
Gina Will, Finance Director/Town Treasurer

### **Town Council:**

Steve "Woody" Culleton, Mayor Tim Titus, Vice Mayor Joe DiDuca, Council Member Scott Lotter, Council Member Alan White, Council Member

### **TOWN COUNCIL AGENDA**

REGULAR MEETING - 6:00 PM - October 09, 2012

In accordance with the Americans with Disabilities Act, if you need a special accommodation to participate, please contact the Town Clerk's Dept., at 872-6291 at least 48 hours in advance of the meeting. Hearing assistance devices for the hearing impaired are available from the Town Clerk.

Members of the public may address the Town Council on any agenda item, including closed session. If you wish to address the Town Council on any matter on the Agenda, it is requested that you complete a "Request to Address Council" card and give it to the Town Clerk prior to the beginning of the Council Meeting.

All writings or documents which are related to any item on an open session agenda and which are distributed to a majority of the Town Council within 72 hours of a Regular Meeting will be available for public inspection at the Town Hall in the Town Clerk Department located at 5555 Skyway, Room 3, at the time the subject writing or document is distributed to a majority of the subject body. Regular business hours are Monday through Thursday from 8:00 a.m. to 5:00 p.m.

### 1. OPENING

- a. Call to Order
- b. Pledge of Allegiance to the Flag of the United States of America
- c. Invocation
- d. Roll Call
- e. Proclamations:
  - (1) Domestic Violence Awareness Month

### 2. ITEMS DEFERRED FROM PREVIOUS MEETINGS - None.

### 3. CONSENT CALENDAR

One roll call vote will be taken for all items placed on the consent calendar.

- 3a. Approve the Minutes of the September 11, 2012 Regular and Special Meetings; and, the Minutes of the September 17, 2012 Special Meeting.
- <u>3b.</u> Approve Cash Disbursements in the amount of \$1,719,637.67.
- 3c. Review and acknowledge receipt of the 4th Quarter Investment Report for the Fiscal Year Ended June 30, 2012.
- 3d. Review General Fund budget performance staff report and approve related general fund budget adjustments. These current adjustments increase the General Fund deficit and decrease the General Fund reserves by \$47,979.
- 3e. (1) Approve the final quantities per the attached summary in the amount of \$2,420.00; and, (2) Accept the contract with Granite Construction Company for the South Libby Overlay Project CIP #010-4903-9361 as complete and authorize the Town Clerk to file a Notice of Completion with the County Recorder's Office with release of the 5% retention in the amount of \$9,820.63 following a 35-day lien period, provided no liens are filed. Total project cost: \$196,412.55.
- <u>3f.</u> Approve Saturday, December 1, 2012 at 6pm as the date and time for the Town of Paradise's sixth annual Christmas Tree Lighting Ceremony/Food Drive at the Paradise Community Park.

### 4. PUBLIC HEARING PROCEDURE

- a. Staff report (15 minutes total maximum)
- b. Open hearing to the public
  - 1. Project proponents or in favor of (15 minutes total maximum)
  - 2. Project opponents or against (15 minutes total maximum)
  - 3. Rebuttals when requested (15 minutes total maximum or 3 minutes maximum per speaker)
- c. Close hearing to the public
- d. Council discussion
- e. Motion
- f. Vote

#### PUBLIC HEARINGS - None.

### 6. PUBLIC COMMUNICATION

This is the time for members of the audience who have completed a "Request to Address Council" card and given it to the Clerk to present items not on the Agenda. Comments should be limited to a maximum of three minutes duration. The Town Council is prohibited by State Law from taking action on any item presented if it is not listed on the Agenda.

### 7. COUNCIL CONSIDERATION

- <u>7a.</u> Consider adoption of the updated Paradise Fire Department Procedural Directive 6.3 Volunteer Firefighter Program. (ROLL CALL VOTE)
- <u>7b.</u> Consider adopting Resolution No 12-\_\_\_, A Resolution of the Town Council of the Town of Paradise Approving the California Department of Forestry and Fire for Services from November 1, 2012 to June 30, 2017, Contract 2CA01941. (ROLL CALL VOTE) (CAL FIRE Personnel Service Contract)
- Consider (1) Adopting Resolution No. 12-\_\_, Resolution Approving the Design, Plans, Specifications and Estimates (PS&E's) for the Pearson/Recreation Drive Signalization Project and authorizing the Public Works Manager to advertise this project for bid; OR (2) Providing alternative direction to staff. (ROLL CALL VOTE) Note: Action Item No. 1 is the staff recommendation.
- <u>7d.</u> (1) Consider the transition in the Town Manager's office and ensure appropriate staffing; AND
  - (2) Approve a small modification to the approved FY2012/13 Budget; including the unfreezing of the Administrative Analyst (Business & Housing) position effective immediately and the elimination of the Administrative Assistant II position that was to be implemented 01/01/2013. (Estimated fiscal impact \$1,455 to General Fund). (ROLL CALL VOTE)

### 8. COUNCIL COMMUNICATION (Council Initiatives)

8a. Council oral reports of their representation on Committees/Commissions.

### 9. STAFF/COMMISSION/COMMITTEE COMMUNICATION

9a. Town Manager oral reports

### 10. CLOSED SESSION

- 10a. Pursuant to Government Code section 54956.9(a) the Town Council will hold a closed session to meet with the Town Attorney relating to the following pending litigation: <u>Town of Paradise vs. Sierra Preservation Partners, LLC, et al.</u>, Butte County Superior Court Case No. 157389.
- 10b. Pursuant to Government Code sections 54956.9 and 54956.95, the Town Council will hold a closed session to consider the liability claim by Bank of NY Mellon against the Town of Paradise.
- 10c. Pursuant to Government Code section 54957.6, the Town Council will hold a closed session to meet with Charles L. Rough, Jr., Lauren Gill, Gina Will and Crystal Peters, its designated representatives, regarding

labor relations between the Town of Paradise and the Paradise Police Officers Association.

### 11. ADJOURNMENT

STATE OF CALIFORNIA ) COUNTY OF BUTTE )	SS.
	t I am employed by the Town of Paradise ir at I posted this Agenda on the bulletin Board on the following date:
TOWN/ASSISTANT TOWN CLERK S	SIGNATURE

# Town of Paradise, California PROCLAMATION

**WHEREAS**, violence against women and children continues to become more prevalent as a social problem due to the imbalance of power due to gender and age; and

WHEREAS, the problems of domestic violence are not confined to any individual circumstances or groups of people but cross all economic, racial, sexual orientation, and social barriers and is supported by social indifference; and

**WHEREAS,** the crime of domestic violence violates an individual's privacy, dignity, security, and humanity, due to systematic use of physical, emotional, sexual, verbal and economic control and/or abuse; and

**WHEREAS**, the impact of domestic violence is wide ranging, directly affecting families, our communities and society as a whole;

**NOW, THEREFORE**, I, Steve "Woody" Culleton, Mayor of the Town of Paradise, in recognition of the important work done by domestic violence programs, do hereby proclaim the month of October, 2012 as Domestic Violence Awareness Month and urge all citizens to actively participate in the scheduled activities and programs sponsored by Catalyst Domestic Violence Services to work toward the elimination of personal and institutional violence.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the official seal of the Town of Paradise to be affixed hereto this 9<sup>th</sup> day of October, 2012.

Steve "Woody" Culleton, Mayor

## MINUTES PARADISE TOWN COUNCIL REGULAR MEETING – 6:00 PM – September 11, 2012

### 1. OPENING

The Regular Meeting of the Town Council was called to Order at 6:00 pm by Mayor Culleton in the Town Council Chamber of the Town of Paradise, 5555 Skyway, Paradise, California. Following the pledge of Allegiance to the Flag of the United States of America, an invocation was offered Vice Mayor Titus.

**COUNCIL MEMBERS PRESENT:** Joe DiDuca, Scott Lotter, Tim Titus, Alan White and Steve "Woody" Culleton, Mayor.

**STAFF MEMBERS PRESENT:** Town Clerk Gutierrez, Town Manager Rough, Town Attorney Moore, Assistant Town Manager Gill, Community Development Director Baker, Acting Police Chief Tazzari-Dineen, Battalion Chief Lawrie, Battalion Chief Hasek, Public Works Manager Derr and IT Manager Marquis.

The following proclamations were read into the record and presented to representatives of each organization: (1) Community House of Paradise; (2) Paradise Animal Shelter Helpers (PASH), and, (3) Book in Common - "Unquenchable" by Robert Glennon.

### 2. ITEMS DEFERRED FROM PREVIOUS MEETINGS - None.

#### 3. CONSENT CALENDAR

Council concurred to remove agenda item 3f from the consent calendar, the proposed adoption of Ordinance No 526 relating to rezoning property from RR to CS (Grand Sierra Lodge) for discussion and separate vote.

Public comment on the consent calendar items:

Item 3c: Tom Kelly asked if the contract with Chico State University for GIS services was a retainer or an in-kind services contract

Item 3e: Dave Berman, on behalf of Christine Wilder and the Adventure Club, stated the Adventure Club hikes and bikes frequently on Paradise Memorial Trailway and requested approval of the proposed Trailway adoption so the club can help to keep the Trailway clean.

MOTION by White, seconded by Titus, approved the following consent calendar items by unanimous vote. Item 3f removed for separate vote.

**3a.** Approved the Minutes of the July 31, 2012 Special Meeting and the August 7, 2012 Regular Meeting.

- **3b.** Approved Cash Disbursements Report in the Amount of \$2,068,193.11. (310-10-28)
- **3c.** Authorized the Mayor and Town Manager to execute the 2012/13 FY annual maintenance agreement with Chico State University (CSU), Chico Research Foundation, in the amount of \$10,000 for Geographic Information System (GIS) services. (C06-22)
- **3d.** Accepted the bid and award the contract for the 2012 Thermoplastic Pavement Markings Replacement Project to Centerline Striping Company, Inc., in the amount of \$31,771.00 and authorize the Town Manager to execute the contract. Expenditure will come from the Gas Tax Fund. (510-20-52)
- **3e.** Approved the request by Christine Wilder with the Paradise Ridge Adventure Club (PRAC), to adopt a portion of the Paradise Memorial Trailway from Maxwell Drive to Bille Road. (950-18-07)
- **3g.** Adopted Resolution No.12-30, A Resolution of the Town of Paradise approving the 2011/12 Interim Fire Chief services contract with the State of California Department of Forestry and Fire Protection (CAL FIRE); and, authorized the Mayor to sign the contract documents on behalf of the Town. (510-20-27)

### ITEMS REMOVED FROM THE CONSENT CALENDAR

Council Member Lotter stated that since the August 7, 2012 Council meeting, a question had come up about the size and location of the dumpster for the Grand Sierra Lodge facility and requested confirmation that the size and location of the trash receptacle met the standards required by NRWS. Community Development Director Baker stated that the design was addressed by a condition of approval and the enclosure will stay in the same place and will be slightly enlarged.

3f. MOTION by Lotter, seconded by DiDuca, (1) Waived the second reading of entire Ordinance No 526 and approve reading by title only; and, (2) Adopted Town Ordinance No. 526, "An Ordinance Rezoning Certain Real Properties From RR-2/3 (Rural Residential, 2/3-Acre Minimum) to a CS (Community Services) Zone Pursuant to Paradise Municipal Code Section 17.45.500 Et. Seq. (PL12-00075: Grand Sierra Lodge)". Roll call vote was unanimous. (540-16-95)

### 4. PUBLIC HEARING PROCEDURE

- a. Staff report (15 minutes total maximum)
- b. Open hearing to the public

- 1. Project proponents or in favor of (15 minutes total maximum)
- 2. Project opponents or against (15 minutes total maximum)
- 3. Rebuttals when requested (15 minutes total maximum or 3 minutes maximum per speaker)
- c. Close hearing to the public
- d. Council discussion
- e. Motion
- f. Vote

### 5. PUBLIC HEARINGS

Following a report from Acting Police Chief Tazzari-Dineen on the proposed spending plan for the State Supplemental Law Enforcement Service Funds (SLESF) in an estimated amount of \$100,000, Mayor Culleton opened the public hearing at 6:25 pm. There were no speakers for or against the matter and Mayor Culleton closed the hearing at 6:25 p.m.

5a. MOTION by White, seconded by Titus, adopted Resolution No. 12-32, A Resolution of the Town Council of the Town of Paradise Accepting State Supplemental Law Enforcement Services Funds (SLESF) (AB1584 COPS Front Line). Roll call vote was unanimous. The funds will support two Police Community Service Officers and fund the Police Department Assigned Patrol Vehicle Program. (480-20-06)

Following a report from Assistant Town Manager Gill, Mayor Culleton opened the public hearing at 6:27 p.m. to receive comment on the Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program. There were no speakers for or against the matter and Mayor Culleton closed the hearing at 6:27 p.m.

**5b. MOTION by DiDuca, seconded by Lotter,** authorized the Town Manager to submit the Consolidated Annual Performance and Evaluation Report to the Department of Housing and Urban Development. Roll call vote was unanimous. The CAPER outlines CDBG program accomplishments and expenditures and provides evaluation of the Town's progress in meeting community development goals and objectives. (710-10-\_\_)

### 6. PUBLIC COMMUNICATION

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### 7. COUNCIL CONSIDERATION

Following a report from Town Rough regarding his recommendation to appoint Acting Police Chief Tazzari-Dineen as permanent Police Chief effective immediately, Mayor Culleton opened the matter to public comment.

- 1. Loren Harvey asked Council to put off making the decision to appoint a Police Chief as a new Council will be seated in a couple of months, and that he thinks four months was not a long enough evaluation period.
- 7a. MOTION by White, seconded by Lotter, approved the Town Manager's recommended appointment of Acting Police Chief Gabriela Tazzari-Dineen as our permanent Police Chief, effective immediately, at a budgeted total salary and benefits compensation of \$ 163,554.21 for Fiscal Year 2012/13. Ayes of Lotter, Titus, White and Mayor Culleton; no of DiDuca. (650-60-07)
- **7b. MOTION by White, seconded by Titus,** based on the US Bank Proposal, (1) Authorized the Mayor and Town Manager to execute documents necessary for the Town of Paradise to enter into a three-year banking service agreement with US Bank; and, (2) Authorized the Mayor and Town Manager to execute documents necessary for the Town to enter into a \$2,345,000 Tax and Revenue Anticipation Note (TRAN) with US Bank. Roll call vote was unanimous. (380-60-64; 510-20-53)

Following a report from Town Manager Rough regarding his recommendation to ratify the Transitional Memorandum of Understanding (TMOU), as submitted, and to adopt a resolution approving the TMOU between the Town of Paradise and the Paradise Firefighter's Association, Mayor Culleton opened the matter for public comment.

- 1. Tom Kelly stated that the Paradise Fire Department has done a great job for the Town and that although he would like the department remain as a Paradise Fire Department, he understands the financial problems the Town is facing and thinks the Council has done a good job in coming up with this idea to go to Cal Fire and in taking care of the guys who are already doing the job.
- 2. Dale Alexander thanked the Paradise Firefighters for saving his home during the 2008 wildland fires, asked if the SRA fee applies to Paradise and, asked if there is ever a dispute with Cal Fire, is there a fall back for the Town.
- **7c. MOTION by Lotter, seconded by White**, approved the Town Manager recommendation to ratify the Transitional Memorandum of Understanding,

as submitted, between the Town of Paradise and the Paradise Firefighter's Association; and, adopted Resolution No. 12-32, A Resolution of the Town Council of the Town of Paradise Authorizing the Mayor and the Town Manager to Execute the Transitional Memorandum of Understanding Between the Town of Paradise and the Paradise Firefighters Association. Roll call vote was unanimous. The purpose of the TMOU is to promote a harmonious transition from Town service employment to service employment by the State of California Department of Forestry and Fire Protection (CAL FIRE). (440-05-25)

At 7:45 pm Mayor Culleton adjourned the Regular Council Meeting to hold a Special Council Meeting relating to the adoption of a resolution authorizing execution of a partial Memorandum of Understanding between the Town and the Paradise Firefighters Association relating to a cap on employer paid medical premiums; and, reconvened the meeting at 7:50 pm.

### 8. COUNCIL COMMUNICATION (Council Initiatives)

8a. Council oral reports of their representation on Committees/Commissions.

Council Member White informed the Council of a ground breaking for the Paradise Community Village project on Thursday, September 13, 2012 at 3:00 pm.

Vice Mayor Titus reported on his attendance at the Butte County Association of Governments meeting, that the board has gone paperless and is spending millions on a new bus shelter facility.

Council Member Lotter reported on his attendance at the League of California Cities Annual Conference in San Diego, that there was no cost to the Town for his attendance, and discussed sessions attended relating to pension reform and public safety policy committee actions to support the three strikes legislation and oppose elimination of the death penalty.

Council Member DiDuca reported on his meeting with the County CEO to discuss mutual resources and realignment issues.

Mayor Culleton reported on his attendance at the League of California Cities Annual Conference in San Diego, and that he was installed as President of the LCC Sacramento Valley Division.

#### 9. STAFF/COMMISSION/COMMITTEE COMMUNICATION

9a. Town Manager oral reports

Town Manager Rough informed Council that the badge pinning ceremony for Police Chief Tazzari-Dineen is scheduled for September 12 at 2:00 pm and a Council Candidate Orientation is scheduled for September 20 from 8:30 am to 12:30 pm.

### 10. CLOSED SESSION

At 8:12 pm, Mayor Culleton announced the Council would adjourn to hold the following closed sessions:

- 10a. Pursuant to Government Code Section 54957.6, the Town Council will hold a closed session to meet with Charles L. Rough, Jr., Lauren Gill, Gina Will and Crystal Peters, its designated representatives, regarding labor relations between the Town of Paradise and the Paradise Firefighters Association and the Paradise Police Officers Association.
- 10b. Pursuant to Government Code sections 54956.9 and 54956.95, the Town Council will hold a closed session to consider the liability claim by Bank of NY Mellon against the Town of Paradise.

Mayor Culleton reconvened the meeting at 8:52 pm and announced that no action was taken in closed session.

### 11. ADJOURNMENT

Mayor Culleton adjourned the Council Meeting at 8:53 pm.

DAI	E APPROVED:	
By:		
j	Steve "Woody" Culleton	
	Joanna Gutierrez, CMC, Town Clerk	

## MINUTES PARADISE TOWN COUNCIL SPECIAL MEETING – 7:00 PM – September 11, 2012

### 1. OPENING

The Special Meeting of the Town Council was called to order by Mayor Culleton.

**COUNCIL MEMBERS PRESENT:** Joe DiDuca, Scott Lotter, Tim Titus, Alan White and Steve "Woody" Culleton, Mayor.

**STAFF MEMBERS PRESENT:** Town Clerk Gutierrez, Town Manager Rough, Town Attorney Moore, Assistant Town Manager Gill, Community Development Director Baker, Police Chief Tazzari-Dineen, Battalion Chief Lawrie, Battalion Chief Hasek, and Public Works Manager Derr.

### 2. COUNCIL CONSIDERATION

**2a. MOTION by Lotter, seconded by White**, adopted Resolution No. 12-33, A Resolution Authorizing the Town Manager to Execute a Partial Memorandum of Understanding (MOU) between the Town of Paradise and the Paradise Firefighters Association (PFA), relating to a cap on employer paid medical premiums. Roll call vote was unanimous.

The purpose of the Partial MOU is to implement a cap on the portion of the medical premium paid by the Town for the employee medical plan.

### 3. ADJOURNMENT

Mayor Culleton adjourned the Special Council Meeting at 7:50 pm.

DATE	APPROVED:
Ву:	Steve "Woody" Culleton, Mayor
	Joanna Gutierrez, CMC, Town Clerk

## MINUTES PARADISE TOWN COUNCIL SPECIAL MEETING – 3:30 PM – September 17, 2012

#### 1. OPENING

The Special Meeting of the Town Council was called to order at 3:30 p.m. by Mayor Culleton in the Town Council Chambers at 5555 Skyway, Paradise, California, who led the pledge of Allegiance to the Flag of the United States of America

**COUNCIL MEMBERS PRESENT**: Scott Lotter, Tim Titus, Alan White, and Steve "Woody" Culleton, Mayor.

**COUNCIL MEMBERS ABSENT**: Joe DiDuca.

**STAFF PRESENT:** Town Clerk Gutierrez, Assistant Town Manager Gill, Town Attorney Moore and Finance Director Will.

### 2. COUNCIL CONSIDERATION

2a. MOTION by White, seconded by Lotter, adopted Resolution No. 12-34, A Resolution Authorizing and Approving the Borrowing of Funds for Fiscal Year 2012-2013, the Issuance and Sale of a 2012-2013 Tax and Revenue Anticipation Note Therefor, and Approving Certain Other Actions Related Thereto. Roll call vote was unanimous; DiDuca absent and not voting.

On September 11, 2012, the Town Council approved issuing a \$2,345,000 tax and revenue anticipation note with US Bank at 1.30% with a maturity of 6/30/13. The approval of a resolution was required in order to properly document and continue with the issuance of this note.

### 3. ADJOURNMENT

The Special Council Meeting was adjourned at 3:33 p.m.

DAI	E APPROVED:	
By:		
,	Steve "Woody" Culleton, Mayor	
	Joanna Gutierrez CMC Town Clerk	

### CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF SEPTEMBER 30, 2012

### September 1, 2012 - September 30, 2012

Check Date	Pay Period End	DESCRIPTION	AMOUNT					
09/14/12	09/09/12	Net Payroll - Direct Deposits & Checks	\$178,922.87					
09/28/12	09/23/12	Net Payroll - Direct Deposits & Checks	\$168,557.82					
	TOTAL NET W	AGES PAYROLL		\$347,480.69				
Accounts Paybl	le							
	PAYROLL VEN							
	OPERATIONS '	VENDORS: SUPPLIES, CONTRACTS, UTILITIES, ETC.	\$1,069,739.09					
	TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE  (Detail attached)							
	GRAND TOTAL	. CASH DISBURSEMENTS	=	\$1,719,637.67				
	APPROVED BY	CHARLES L. ROUGH, TOWN MANAGER						
	APPROVED BY	: /s/ GINA S. WILL, FINANCE DIRECTOR/TOWN TREASURER						

### **Payment Register**

				Reconciled/			Transaction	Reconciled	
Number	Date	Status	Void Reason	Voided Date	Source	Payee Name	Amount	Amount	Difference
	argo AP Checkir	ng							
<u>Check</u>	00/01/00/0	_							
56708	09/04/2012	Open			Accounts Payable	BUZZARD , CHRIS	\$652,97		
56709	09/04/2012	Open			Accounts Payable	DHABOLT, OTIS	\$161.14		
56710	09/04/2012	Open			Accounts Payable	EUROTAS, KARI	\$31.41		
56711	09/04/2012	Open			Accounts Payable	HAUNSCHILD, MARK	\$201.01		
56712	09/04/2012	Open			Accounts Payable	ICMA RETIREMENT #107773	\$287.17		
56713	09/04/2012	Open			Accounts Payable	MOBILITIE INVESTMENTS II, LLC	\$100.00		
56714	09/04/2012	Open			Accounts Payable	MOORE, DWIGHT, L.	\$12,650.00		
56715	09/04/2012	Open			Accounts Payable	ROUGH JR., CHARLES L.	\$125.40		
56716	09/04/2012	Open	•		Accounts Payable	WESTAMERICA BANK	\$770.70		
56717	09/04/2012	Open			Accounts Payable	WHALEN, SUZANNE	\$76.63		
56718	09/05/2012	Open			Accounts Payable	BLOOD SOURCE	\$42.00		
56719	09/05/2012	Open			Accounts Payable	GUARDIAN	\$11,328.56		
56720	09/05/2012	Open			Accounts Payable	MYERS STEVENS TOOHEY & COMPANY	\$440.00		
56721	09/05/2012	Open			Accounts Payable	OPERATING ENGINEERS	\$630.00		
56722	09/05/2012	Open			Accounts Payable	PARADISE FIREFIGHTERS	\$1,375.00		
56723	09/05/2012	Open			Accounts Payable	ASSOCIATION PARADISE FIREFIGHTERS	\$572.00		
00,20	00/00/2012	Орон			Accounts Layable	ASSOCIATION - PAC DUES	Ψ012.00		
56724	09/05/2012	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$2,658.76		
56725	09/05/2012	Open			Accounts Payable	SUN LIFE INSURANCE	\$4,349.01		
56726	09/05/2012	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$942.52		
56727	09/05/2012	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$180.00		
56728	09/06/2012	Open			Accounts Payable	JOHN REGH INLAND LEASING	\$426.86		
56729	09/06/2012	Voided	Incorrect Vendor	09/10/2012	Accounts Payable	ACCESS PAGING COMPANY INC.	\$48.00		
56730	09/06/2012	Open	moondot vengor	00/10/2012	Accounts Payable	Aftermath Inc	\$2,000.00		
56731	09/06/2012	Open			Accounts Payable	ALERT LOCK & KEY	\$50.00		
56732	09/06/2012	Open			Accounts Payable	ALPINE ELECTRIC	\$250.00		
56733	09/06/2012	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$457.36		
56734	09/06/2012	Open			Accounts Payable	AT&T	\$994.97		
56735	09/06/2012	Open			Accounts Payable	AT&T MOBILITY	\$101.54		
56736	09/06/2012	Open			Accounts Payable	BATTERIES PLUS	\$70.76		
56737	09/06/2012	Open			Accounts Payable	Big O Tires	\$20.00		
56738	09/06/2012	Open			Accounts Payable	BUILDERS SUPPLY-FIRE	\$782.50		
56739	09/06/2012	Open			Accounts Payable	DEPARTMENT BUTTE CO SHERIFF'S OFFICE	\$280.78		
56740	09/06/2012	Open			Accounts Payable	BUTTE COLLEGE, PUBLIC	\$150.00		
56741	09/06/2012	Voided	Vendor did not receive check	09/10/2012	Accounts Payable	SERVICE CENTER C & E TRANSCRIPTION	\$238.68		
56742	09/06/2012	Open	TOOTIVO OTICON		Accounts Payable	CALIFORNIA POLICE CHIEFS ASSOCIATION	\$125.00		
56743	09/06/2012	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$837.00		
56744	09/06/2012	Open			Accounts Payable	CDW-GOVT	\$20,984.48		
56745	09/06/2012	Voided	Duplicate Payment	t 09/19/2012	Accounts Payable	CERTIFIED SECURITY SYSTEM INCORPORATED	\$165.48		

### **Payment Register**

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
56746	09/06/2012	Open			Accounts Payable	CERTIFION CORPORATION D.B.A. ENTERSECT	\$84.95		
56747	09/06/2012	Open			Accounts Payable	Citrix Systems Inc.	\$250.00		
56748	09/06/2012	Open			Accounts Payable	CLEANING CONNECTION, THE	\$300.00		
56749	09/06/2012	Open			Accounts Payable	COMCAST CABLE	\$117,79		
56750	09/06/2012	Open			Accounts Payable	DATA 911 SYSTEMS	\$655.00		
56751	09/06/2012	Open			Accounts Payable	DAY WIRELESS SYSTEMS - MILWAUKIE, OR	\$268.25		
56752	09/06/2012	Open			Accounts Payable	DON'S SAW & MOWER	\$98.92		
56753	09/06/2012	Open			Accounts Payable	EMS PERSONNEL FUND	\$200.00		
56754	09/06/2012	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$64.03		
56755	09/06/2012	Open			Accounts Payable	FEATHER RIVER HOSPITAL	\$3,598.00		
56756	09/06/2012	Open			Accounts Payable	FEDERAL EXPRESS	\$23.76		
56757	09/06/2012	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$138.62		
56758	09/06/2012	Open			Accounts Payable	HASCO INTERNATIONAL INC	\$196.65		
56759	09/06/2012	Open			Accounts Payable	HUNTERS PEST CONTROL	\$15.00		
56760	09/06/2012	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$3,131.72		
56761	09/06/2012	Open			Accounts Payable	IDENTIX INCORPORATED	\$2,512.00		
56762	09/06/2012	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$1,135.74		
56763	09/06/2012	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$950.00		
56764	09/06/2012	Open			Accounts Payable	KEN'S HITCH & WELDING	\$14.99		
56765	09/06/2012	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$411.98		
56766	09/06/2012	Open			Accounts Payable	KOEFRAN INDUSTRIES	\$250.00		
56767	09/06/2012	Open			Accounts Payable	LUMOS AND ASSOCIATES, INC.	\$1,795.00		
56768	09/06/2012	Open			Accounts Payable	MARQUIS, JOSH	\$139.54		
56769	09/06/2012	Open			Accounts Payable	NETMOTION WIRELESS, INC.	\$1,250.00		
56770	09/06/2012	Open			Accounts Payable	NEUTRON INDUSTRIES INC	\$150.39		
56771	09/06/2012	Open			Accounts Payable	NORTH STATE RENDERING INC	\$30.00		
56772	09/06/2012	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$9,842.58		
56773	09/06/2012	Open			Accounts Payable	O'REILLY AUTO PARTS	\$208.67		
56774	09/06/2012	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$562.96		
56775	09/06/2012	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$310.81		
56776	09/06/2012	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$909.77		
56777	09/06/2012	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$887.65		
56778	09/06/2012	Open			Accounts Payable	PF DISTRIBUTION CENTER, INC.	\$300.00		
56779	09/06/2012	Open			Accounts Payable	SIEMENS INDUSTRY, INC	\$5,204.43		
56780	09/06/2012	Open			Accounts Payable	SIÈRRA HEATING & AIR CONDITIONING	\$130.00		
56781	09/06/2012	Open			Accounts Payable	SKYWAY PET HOSPITAL,	\$179.30		
56782	09/06/2012	Open			Accounts Payable	Speedo Check	\$630.00		
56783	09/06/2012	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$272.02		
56784	09/06/2012	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$31.17		
56785	09/06/2012	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$3.42		
56786	09/06/2012	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$18.00		

### **Payment Register**

Number	Date	Status	Void Reason	Reconciled/ Voided Date			Transaction Amount	Reconciled Amount	Difference
56787	09/06/2012	Open		. mainin at	Accounts Payable	THOMAS HYDRAULIC & HARDWARE SUPPLY, INC.	\$21.62		
56788	09/06/2012	Open			Accounts Payable	Tractor Supply Credit Plan	\$31.99		
56789	09/06/2012	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$126.00		
56790	09/06/2012	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$2,950.00		
56791	09/06/2012	Open			Accounts Payable	VERIZON WIRELESS	\$532.14		
56792	09/06/2012	Open			Accounts Payable	VERIZON WIRELESS	\$678.93		
56793	09/06/2012	Open			Accounts Payable	Vigilant Canine Services	\$175.00		
56794	09/06/2012	Open			Accounts Payable	VILLAGE PRINTER, INC.	\$91.65		
56795	09/06/2012	Open			Accounts Payable	WITTMEIER AUTO CENTER	\$900.81		
56796	09/06/2012	Open			Accounts Payable	ZUMAR INDUSTRIES	\$63.88		
56797	09/10/2012	Open			Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$345.24		
56798	09/10/2012	Open			Accounts Payable	BUILDERS SUPPLY-CDD	\$8.46		
56799	09/10/2012	Open			Accounts Payable	BUTTE COUNTY DEPARTMENT OF DEVELOPMENT SERVS	\$1,573.00		
56800	09/10/2012	Open			Accounts Payable	BUTTE COUNTY PUBLIC HEALTH - OROVILLE	\$140.00		
56801	09/10/2012	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$2,278.80		
56802	09/10/2012	Open			Accounts Payable	GOFF, RONALD	\$280.00		
56803	09/10/2012	Open			Accounts Payable	INTERSTATE SALES	\$2,218.63		
56804	09/10/2012	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$372.68		
56805	09/10/2012	Open			Accounts Payable	NORTHERN CALIFORNIA FENCE	\$724.67		
56806	09/10/2012	Open			Accounts Payable	SHERWIN-WILLIAMS - CHICO	\$415.59		
56807	09/10/2012	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$93.94		
56808	09/10/2012	Open			Accounts Payable	ACCESS INFORMATION MANAGEMENT	\$48.00		
56809	09/10/2012	Open			Accounts Payable	C & E TRANSCRIPTION	\$238.68		
56810	09/10/2012	Open			Accounts Payable	PETTY CASH CUSTODIAN, PEGGY MUTHS	\$1,000.00		
56811	09/14/2012	Open			Accounts Payable	FMS DMS CBE GROUP INC.	\$21.53		
56812	09/14/2012	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$1,540.29		
56813	09/14/2012	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$1,098.45		
56814	09/14/2012	Open			Accounts Payable	STATE OF CALIFORNIA FRANCHISE TAX BOARD	\$437.34		
56815	09/20/2012	Open			Accounts Payable	ACCESS INFORMATION MANAGEMENT	\$63.50		
56816	09/20/2012	Open			Accounts Payable	AgendaPal Corporation	\$399.00		
56817	09/20/2012	Open			Accounts Payable	AMERIGAS	- \$196.27		
56818	09/20/2012	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$466.20		
56819	09/20/2012	Open			Accounts Payable	AT&T	\$104.16		
56820	09/20/2012	Open			Accounts Payable	AT&T	\$994.97		
56821	09/20/2012	Open			Accounts Payable	AT&T CALNET 2-REPEATER LINES	\$199.42		
56822	09/20/2012	Open			Accounts Payable	AT&T-COMMUNITY PARK	\$15.79		
56823	09/20/2012	Open			Accounts Payable	AT&T/CAL NET 2	\$4,031.97		
56824	09/20/2012	Open			Accounts Payable	Big O Tires	\$332.20		
56825	09/20/2012	Open			Accounts Payable	BUTTE CO AIR QUALITY MANAGEMENT DISTRICT	\$159.75		
56826	09/20/2012	Open			Accounts Payable	BUTTE COLLEGE, PUBLIC SERVICE CENTER	\$2,040.00		

### **Payment Register**

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source Payee Name		Transaction Amount	Reconciled Amount	Difference
56827	09/20/2012	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$3,740.60		
56828	09/20/2012	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$1,001.00		
56829	09/20/2012	Open			Accounts Payable	CERTIFION CORPORATION D.B.A. ENTERSECT	\$84.95		
56830	09/20/2012	Open			Accounts Payable	COMCAST CABLE	\$71.84		
56831	09/20/2012	Open			Accounts Payable	COMCAST CABLE	\$87.79		
56832	09/20/2012	Open			Accounts Payable	COMCAST CABLE	\$117.79		
56833	09/20/2012	Open			Accounts Payable	COMPLETE ASPHALT SERVICE CO. INC. (CASCO)	\$75.72		
56834	09/20/2012	Open			Accounts Payable	DODĠE, JEFÉREY, L.	\$120.00		
56835	09/20/2012	Ореп			Accounts Payable	DON'S SAW & MOWER	\$117.98		
56836	09/20/2012	Open			Accounts Payable	DOUG DANZ	\$36.16		
56837	09/20/2012	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$5,960.00		
56838	09/20/2012	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$75.08		
56839	09/20/2012	Open			Accounts Payable	GILLANDER, JOSEPH	\$225.36		
56840	09/20/2012	Open			Accounts Payable	GRAFIX SHOPPE	\$181.00		
56841	09/20/2012	Open			Accounts Payable	HUNTERS PEST CONTROL	\$15.00		
56842	09/20/2012	Open			Accounts Payable	JOLLIFFE, RONALD	\$188.48		
56843	09/20/2012	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$404.54		
56844	09/20/2012	Open			Accounts Payable	L.N. CURTIS & SONS	\$229.50		
56845	09/20/2012	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$25.00		
56846	09/20/2012	Open			Accounts Payable	LOWE, DARLENE	\$245.00		
56847	09/20/2012	Open			Accounts Payable	LUNG, JAMES, ALLEN	\$120.00		
56848	09/20/2012	Open .			Accounts Payable	McElroy, Gary	\$3,725.87		
56849	09/20/2012	Open			Accounts Payable	MRO ENGINEERS, INC.	\$5,694.20		
56850	09/20/2012	Open			Accounts Payable	MUNICIPAL CODE CORP	\$596.31		
56851	09/20/2012	Open			Accounts Payable	MYERS STEVENS TOOHEY & COMPANY	\$64.80		
56852	09/20/2012	Open			Accounts Payable	NATIONAL FIRE CODES	\$916.99		
56853	09/20/2012	Open			Accounts Payable	NORTH STATE RENDERING INC	\$70.00		
56854	09/20/2012	Open			Accounts Payable	NORTH VALLEY BARRICADE, INC.	\$128.70		
56855	09/20/2012	Open			Accounts Payable	NORTHERN RECYCLING & WASTE SERVICES, INC.	\$18,000.00		
56856	09/20/2012	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$10,322.97		
56857	09/20/2012	Open			Accounts Payable	O'REILLY AUTO PARTS	\$110.70		
56858	09/20/2012	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$802.52		
56859	09/20/2012	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$9,032.34		
56860	09/20/2012	Open			Accounts Payable	PARADISE AUTO BODY	\$814,52		
56861	09/20/2012	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$680.19		
56862	09/20/2012	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$1,128.03		
56863	09/20/2012	Open			Accounts Payable	PARADISE YOUTH SPORTS AND FAMILY CENTER	\$227,392.77		
56864	09/20/2012	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$562.90		
56865	09/20/2012	Open			Accounts Payable	PETERS RUSH HABIB & MCKENNA	\$680.00		
56866	09/20/2012	Open			Accounts Payable	RIEBES AUTO PARTS	\$187.63		
56867	09/20/2012	Open			Accounts Payable	SIERRA HEATING & AIR CONDITIONING	\$500.00		

### **Payment Register**

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Date Source Payee Name		Transaction Amount	Reconciled Amount	Difference
56868	09/20/2012	Open			Accounts Payable	SINCLAIR'S AUTOMOTIVE & TOWING	\$80.00		
56869	09/20/2012	Open			Accounts Payable	STAPLES BUSINESS ADVANTAGE	\$199,42		
56870	09/20/2012	Open			Accounts Payable	SUN RIDGE SYSTEMS, INC.	\$1,100.00		
56871	09/20/2012	Open			Accounts Payable	SUTPHEN CORPORATION	\$1,974.77		
56872	09/20/2012	Open			Accounts Payable	SVABO	\$50.00		
56873	09/20/2012	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$33.79		
56874	09/20/2012	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$18.69		
56875	09/20/2012	Open			Accounts Payable	Tractor Supply Credit Plan	\$31.99		
56876	09/20/2012	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$57.59		
56877	09/20/2012	Open			Accounts Payable	US BANCORP OFFICE EQUIP FINANCE SERVICES	\$547.47		
56878	09/20/2012	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$1,500.00		
56879	09/20/2012	Open			Accounts Payable	VERIZON WIRELESS	\$248.65		
56880	09/20/2012	Open			Accounts Payable	VERIZON WIRELESS	\$262.57		
56881	09/20/2012	Open			Accounts Payable	VERIZON WIRELESS	\$39.81		
56882	09/20/2012	Open			Accounts Payable	VERIZON WIRELESS	\$508.73		
56883	09/20/2012	Open			Accounts Payable	VERIZON WIRELESS	\$532.14		
56884	09/20/2012	Open			Accounts Payable	Vigilant Canine Services	\$175.00		
56885	09/27/2012	Open			Accounts Payable	ACCESS INFORMATION MANAGEMENT	\$18.36		
56886	09/27/2012	Open			Accounts Payable	ANTIQUE & UNIQUE UPHOLSTERY	\$125.00		
56887	09/27/2012	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$203.28		
56888	09/27/2012	Open			Accounts Payable	Big O Tires	\$95.00		
56889	09/27/2012	Open			Accounts Payable	BILLINGTON, AL	\$266.25		
56890	09/27/2012	Open			Accounts Payable	BOOTH, LILLIAN	\$266.25		
56891	09/27/2012	Open			Accounts Payable	BUILDERS SUPPLY-POLICE DEPT	\$257.02		
56892	09/27/2012	Open			Accounts Payable	BUTTE CO SHERIFF'S OFFICE	\$1,198.02		
56893	09/27/2012	Open			Accounts Payable	CITY OF CHICO	\$2,470.93		
56894	09/27/2012	Open			Accounts Payable	COMCAST CABLE	\$72.79		
56895	09/27/2012	Open			Accounts Payable	DOUG DANZ	\$36.16		
56896	09/27/2012	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$117.98		
56897	09/27/2012	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$925.95		
56898	09/27/2012	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$150.00		
56899	09/27/2012	Open			Accounts Payable	JC NELSON SUPPLY COMPANY	\$107.79		
56900	09/27/2012	Open			Accounts Payable	L & L SURVEYING	\$292.20		
56901	09/27/2012	Open			Accounts Payable	Law Office of Gregory P. Einhorn	\$1,320.00		
56902	09/27/2012	Open			Accounts Payable	LIEBERT CASSIDY WHITMORE	\$3,850.00		
56903	09/27/2012	Open			Accounts Payable	LIFE ASSIST INC	\$569.65		
56904	09/27/2012	Open			Accounts Payable	LYNCH, VALERIE	\$11.50		
56905	09/27/2012	Open			Accounts Payable	NICHOLS, ROBERT	\$34.50		
56906	09/27/2012	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$183.95		
56907	09/27/2012	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$10,040.90		
56908	09/27/2012	Open			Accounts Payable	PARADISE COMMUNITY VILLAGE	\$590,636.68		
56909	09/27/2012	Ореп			Accounts Payable	PARADISE IRRIGATION DIST	\$814.84		
56910	09/27/2012	Open			Accounts Payable	PARADISE RECREATION & PARK DISTRICT	\$33,065.00		

### **Payment Register**

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Davia Nama	Transaction	Reconciled	Po ret
56911	09/27/2012	Open	Void iteasur	Volueu Date	Accounts Pa	vahla	Payee Name PARADISE YOUTH SPORTS AND	Amount \$10,773,45	Amount	Difference
55517	00.27.2012	opon,			ACCOUNTS FE	y GDIG	FAMILY CENTER	ψ10,773.43		
56912	09/27/2012	Open			Accounts Par	vable	PF DISTRIBUTION CENTER, INC.	\$150.00		
56913	09/27/2012	Open			Accounts Pa		PMAM CORPORATION	\$533.50		
56914	09/27/2012	Open			Accounts Pa		REINBOLD, ERIC	\$671.00		
56915	09/27/2012	Open			Accounts Par		RIEBES AUTO PARTS	\$125.93		
56916	09/27/2012	Open			Accounts Par		RPM EZ HAND RAKE	\$171.50		
56917	09/27/2012	Open			Accounts Par		SIEMENS INDUSTRY, INC	\$1,365.00		
56918	09/27/2012	Open			Accounts Par		SINCLAIR'S AUTOMOTIVE &	\$215.00		
		- p			7.000u/no 1 u	Jabio	TOWING	Ψ2.10.00		
56919	09/27/2012	Open			Accounts Par	vable	SUTPHEN CORPORATION	\$51.69		
56920	09/27/2012	Open			Accounts Par		THOMAS ACE HARDWARE	\$1.27		
56921	09/27/2012	Open			Accounts Par		THOMAS ACE HARDWARE - ENG.	\$406.86		
					, 100001110 ( 01	, 40.0	DEPT.	ψ-100.00		
56922	09/27/2012	Open			Accounts Par	vable	THOMAS ACE HARDWARE - FIRE	\$163.27		
		•				,	DEPT.	ψ100, <u>m</u> ,		
56923	09/27/2012	Open			Accounts Par	vable	THOMAS ACE HARDWARE -	\$11.43		
		•				,	MOTORPOOL	Ψσ		
56924	09/27/2012	Open			Accounts Par	yable	THOMAS ACE HARDWARE -	\$63.71		
						•	POLICE DEPT.	T - T		
56925	09/27/2012	Open			Accounts Pay	yable	UNIFORMS TUXEDOS & MORE	\$219.54		
56926	09/27/2012	Open			Accounts Pag	yable	WALL AND SON'S SPORTS	\$270.85		
56927	09/27/2012	Open			Accounts Par	yable	WITTMEIER AUTO CENTER	\$78.66		
56928	09/28/2012	Open			Accounts Par	yable	FMS DMS CBE GROUP INC.	\$13.88		
56929	09/28/2012	Open			Accounts Par	, vable	ICMA 457 - VANTAGEPOINT	\$959.10		
56932	09/28/2012	Open			Accounts Par	,	STATE DISBURSEMENT UNIT	\$1,098.45		
56933	09/28/2012	Open			Accounts Par	,	STATE OF CALIFORNIA	\$456.70		
		•			-	,	FRANCHISE TAX BOARD	Ψ.500		
Type Check	Totals:				224 Transact	ions	<del>-</del>	\$1,097,066.99	777777777777777777777777777777777777777	
<u>EFT</u>										
67	09/05/2012	Open			Accounts Pay	yable	CALPERS	\$122,235,66		
68	09/14/2012	Open			Accounts Pay	yable	EMPLOYMENT DEVELOPMENT	\$9,124.27		
					•		DEPARTMENT	, , ,		
69	09/14/2012	Open			Accounts Pay		ING LIFE INS & ANNUITY COMPANY	\$4,579.46		
70	09/14/2012	Open			Accounts Pay	yable	INTERNAL REVENUE SERVICE	\$34,348.67		
71	09/17/2012	Open			Accounts Pay		FP/FRANCOTYP-POSTALIA	\$750.00		
							MAILING SOLUTIONS			
72	09/20/2012	Open			Accounts Pay	/able	CALPERS - RETIREMENT	\$54,578.41		
73	09/28/2012	Open			Accounts Pay	/able	EMPLOYMENT DEVELOPMENT	\$9,404.08		
							DEPARTMENT			
74	09/28/2012	Open			Accounts Pay	/able	ING LIFE INS & ANNUITY COMPANY	\$4,579.46		
75	09/28/2012	Open			Accounts Pay	/able	INTERNAL REVENUE SERVICE	\$35,942.14		
Type EFT T					9 Transaction	ns	<del>-</del>	\$275,542.15		
AP - Wells F	=argo AP Checkir	ng Totals								
				Checks	Status	Count	Transaction Amount	Des	عسيمسا الممالمسم	
				Ondoka	Open	221		Kec	conciled Amount	
					Reconciled	221	\$1,096,614.83		\$0.00	
					Voided	3	\$0.00		\$0.00	
						0			\$0.00	
					Stopped Total	224	\$0.00		\$0.00	
					i Otal	224	\$1,097,066.99		\$0.00	

### **Payment Register**

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee	Name	Transaction Amount	Reconciled Amount	Difference
				EFTs	Status	Count	Transaction Amount	Red	onciled Amount	
					Open	9	\$275,542.15		\$0.00	
					Reconciled	0	\$0.00		\$0.00	
					Voided	0	\$0.00		\$0.00	
					Total	9	\$275,542.15		\$0.00	
				Ail	Status	Count	Transaction Amount	Rec	onciled Amount	
					Open	230	\$1,372,156.98		\$0.00	
					Reconciled	0	\$0.00		\$0.00	
					Voided	3	\$452.16		\$0.00	
					Stopped	0	\$0.00		\$0.00	
Grand Total	s.				Total	233	\$1,372,609.14		\$0.00	
	<b>.</b> .			Checks	Status	Count	Transaction Amount	Reco	nciled Amount	
					Open	221	\$1,096,614.83		\$0.00	
					Reconciled	0	\$0.00		\$0.00	
					Voided	3	\$452.16		\$0.00	
					Stopped	00	\$0.00		\$0.00	
					Total	224	\$1,097,066.99	· · · · · · · · · · · · · · · · · · ·	\$0.00	
				EFTs	Status	Count	Transaction Amount	Reco	nciled Amount	
					Open	9	\$275,542.15		\$0.00	
					Reconciled	0	\$0.00		\$0.00	
					Voided	0	\$0.00		\$0.00	
					Total	9	\$275,542.15		\$0.00	
				All	Status	Count	Transaction Amount	Reco	nciled Amount	
					Open	230	\$1,372,156.98		\$0.00	
					Reconciled	0	\$0.00		\$0.00	
					Voided	3	\$452.16		\$0.00	
					Stopped	0	\$0.00		\$0.00	
					Total	233	\$1,372,609.14		\$0.00	



### Town of Paradise Council Agenda Summary Date: October 9, 2012

Agenda Item: 3c

**Originated by:** Gina S. Will, Finance Director/Town Treasurer

**Reviewed by:** Charles L. Rough, Jr., Town Manager

Lauren Gill, Assistant Town Manager

**Subject:** Quarterly Investment Report

### **Council Action Requested:**

Review and file the 4th Quarter Investment Report for the Fiscal Year Ended June 30, 2012; or,

### **Alternatives:**

Refer the matter back to staff for further development and consideration.

#### Background:

Attached is a report on the Town's cash and investments for the quarter and year ended June 30, 2012.

The Town is primarily using Rabobank for investment of cash in excess of immediately needed operating capital. As Council is aware, Rabobank has guaranteed a yield of 15 basis points above LAIF for a fully collateralized money market account. The Rabobank account is also highly liquid. All these elements combined qualify it according to the Town's Investment Policy. Funds can be securely transferred via a wire transfer between Rabobank and the Town's operating checking account. Rabobank is a short term solution until LAIF's interest rate improves and/or better options are identified.

The Town has left some funds in the State of California managed Local Agency Investment Fund (LAIF) in order to maintain some account activity to prevent closure and to prepare a fallback position for the Town.

In June of 2011, the Town established an irrevocable trust to begin funding the future obligations associated with retiree health as required by GASB 45. The funds are being managed by Self-Insured Schools of California (SISC) and can only be used for the payment of retiree health benefits.

A Wells Fargo Bank checking account is currently used for payroll, accounts payable and other operating purposes. Most accounts payable disbursements are drawn through checks, and most payroll disbursements are processed through direct deposit.

The Town establishes escrow funds at the start of each new lease. The escrow fund is drawn down to zero through the process of purchasing equipment against the lease. Interest is accrued on any unspent escrow balance. The "other" investment type represents these available escrow funds as well as petty cash balances.

### **Conclusion:**

As of June 30, 2012 the Town had replenished as much as possible of its General Fund Reserves and had repaid its 2011/12 TRAN proceeds of \$3.0 million plus interest. As illustrated by the attached graph of investment balances, the trend of declining cash balances which has a strong correlation to declining fund balances continues with the fiscal year ended June 30, 2012. As of this staff report, the Town has received its TRAN proceeds of \$2.25 million for 2012/13 as of September 28, 2012. With careful spending and budget cutbacks the Town has reduced cash flow usage and this TRAN will be sufficient to fund operations and payroll for the 2012/13 fiscal year, and the 2012/13 TRAN will be repaid by June 30, 2013.

The GASB 45 trust investment managed by SISC experienced a loss during the 4th quarter of 2011/12 with a loss of 2.72%. Markets remain volatile as global investors are worried about the European debt crisis and domestic investors are concerned about the looming US debt and deficit problems. For the 2011/12 fiscal year the trust had a return of -0.98%. Long term, SISC has been successful with its allocation model of approximately 60% equity and 40% fixed income.

#### **Fiscal Impact Analysis:**

Isolating the loss from the GASB 45 trust, the Town earned \$4,472.22 for the quarter ended June 30, 2012. That is compared to \$4,467.40 for the quarter ended June 30, 2011. Again, isolating the GASB 45 loss, the Town realized about 17 basis points less in yield, but because over the three month quarter there were larger average balances invested it results in similar earnings for the 4th quarter. Year to date, isolating GASB 45 trust activity, the Town has earned \$21,323.34 during 2011/12 and \$14,972.26 during 2010/11.

### TOWN OF PARADISE QUARTERLY SUMMARY OF INVESTMENTS For Quarter Ended June 30, 2012

		For	Quarter Ended J	une 30, 2012	<u>For</u>			
<u>Investment</u>	<u>Type</u>	<u>Yield</u>	Book Value	Market Value*	<u>Yield</u>	Book Value	Market Value*	Net Change
Wells Fargo Bank	Checking		274,919.25	274,919.25		168,137.37	168,137.37	106,781.88
Local Agency Investment Fund (LAIF)	Savings	0.36%	14,171.64	14,188.92	0.48%	14,114.51	14,136.76	57.13
Rabobank	Money Market	0.48%	2,247,475.70	2,247,475.70	0.65%	2,174,579.80	2,174,579.80	72,895.90
SISC GASB 45 Trust B	Various	-2.72%	49,485.62	49,485.62	0.63%	50,058.81	50,058.81	(573.19)
Fiscal Agents & Petty Cash	Other	0.01%	5,117.58	5,117.58	0.17%	503,581.10	503,581.10	(498,463.52)
	Totals		2,591,169.79	2,591,187.07		2,910,471.59	2,910,493.84	(319,301.80)
Total Quarterly Earnings on accrual bas	sis		3,089.37			4,526.21		
Total Annual Earnings (July 1st - June 3	30th)		20,845.99			15,031.07		

<sup>\*</sup> Market Value determined by LAIF

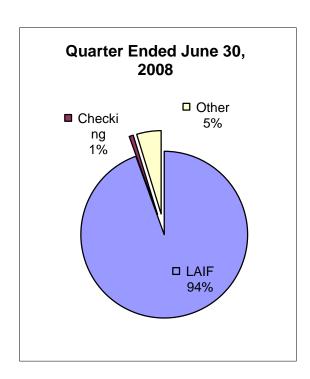
In compliance with the California Code Section 53646; the Treasurer of the Town of Paradise herby certifies that sufficient investment liquidity and anticipated revenues are available to meet the Town's budgeted expenditure requirements for the next six months.

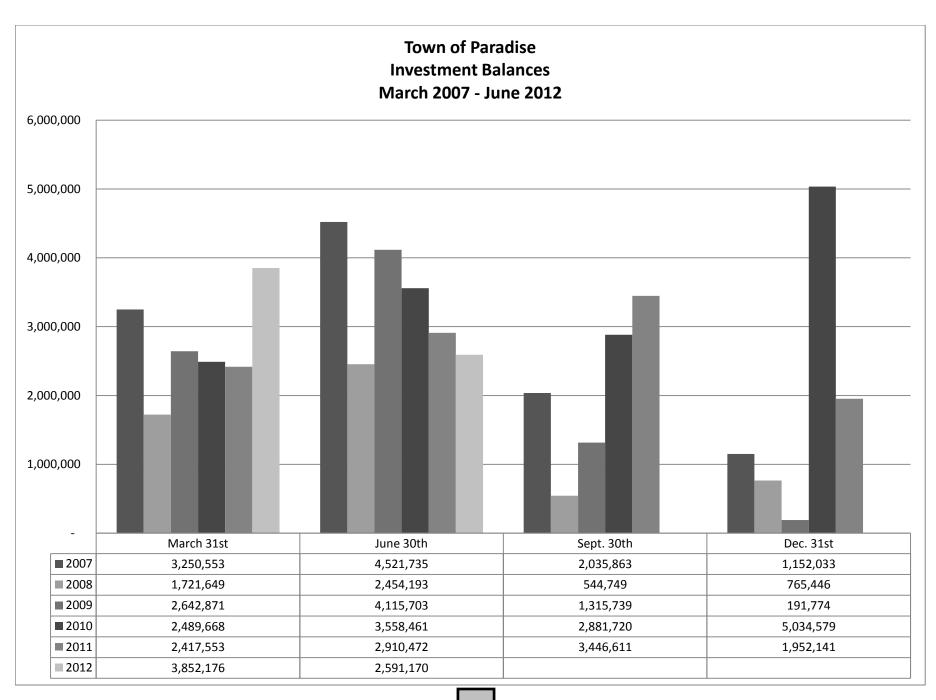
Investments in the report meet the requirements of the Town of Paradise's adopted investment policy.

Respectfully submitted,

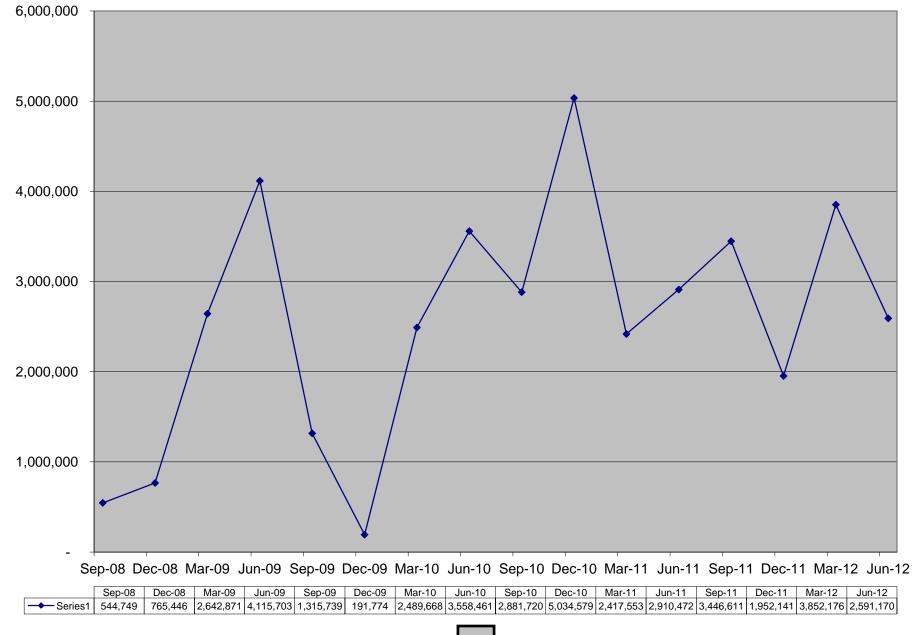
Gina S. Will Finance Director/Town Treasurer

LAIF 2,325,987.96 Checking 19,698.61 Other 116,640.18





### Town of Paradise Investment Balances September 2008 - June 2012





### Town of Paradise Council Agenda Summary Date: October 9, 2012

Agenda Item: 3d

**Originated by:** Gina S. Will, Finance Director/Town Treasurer

**Reviewed by:** Charles L. Rough, Jr., Town Manager

Lauren Gill, Assistant Town Manager

**Subject:** General Fund Budget Status Update

### **Council Action Requested:**

Approve the following general fund budget adjustments; or,

### **Alternatives:**

Refer the matter back to staff for further development and consideration.

### **Background:**

Town Council adopted the fiscal year 2012/13 operating and capital budget at the July 31, 2012 Town Council meeting. In the two months following that approval, additional information has become available for staff to request budget adjustments. Each month staff will propose additional budget adjustments as additional information becomes available and sufficient data exists for financial and trend analysis. The recommended changes and circumstances for the current proposed 2012/13 budget adjustments are described below.

### **Discussion:**

Staff ran and analyzed a General Fund Budget Performance Report to date for the 2012/13 fiscal year in order to begin reviewing trends or significant swings in revenues and expenses. A copy of this report is attached for review. The following information was derived from this analysis:

- ➤ Staff is expecting a report of expected property taxes for 2012/13 from Butte County by mid December 2012. Without that information, there is insufficient data to recommend an adjustment to budgeted property taxes or motor vehicle in lieu at this time.
- With only one month of sales tax receipts recorded to date, there is insufficient data currently for a financial analysis and to determine if a budget adjustment is necessary. Staff will bring forward a recommendation as soon as more information on sales tax receipts become available.
- ➤ The first quarter receipts of Franchise fees and Transient Occupancy taxes will not be recorded until November 1, 2012 as such insufficient data exists to complete a financial analysis.

- Monthly receipts of Real Property Transfer Taxes reveal that an increase number of properties are being exchanged. Transfer Taxes increased 7% during 2011/12 compared to the prior year and to date for 2012/13 receipts are more than 50% above the prior year levels. Staff recommends increasing Real Property Transfer Taxes to \$41,652.
- Finance and Fire Department Staff are keeping a close eye on Fire Department personnel costs between now and the transition to CAL FIRE for fire personnel services. With challenging current staffing levels, Fire Department leadership is carefully balancing the service level needs of the community with the fiscal constraints of 2012/13 budget.

To date, the Fire Department has joined strike teams to assist in the fight of several Northern California fires. They are the Mill, Reading, Ponderosa and Stafford fires. The Town is expecting reimbursement from this assistance in the amount of approximately \$109,986.

Through September 23, 2012, the Fire Department has incurred FLSA/overtime costs of \$193,317. Of that overtime, \$43,199 is from strike team assistance. The department will incur FLSA overtime between now and the CAL FIRE transition date of approximately \$8,485. Thus, currently staff recommends the following additional appropriation for overtime as follows:

\$150,118	FLSA/Overtime	07/01/12 - 09/23/12
43,199	Strike Team Overtime	07/01/12 - 09/23/12
8,485	FLSA	09/24/12 - 12/31/12
\$201,802	Total Overtime	
(109,986)	Less Expected State Reimbursement	
91,816	Net Overtime	
34,000	Budgeted State Reimbursement	
<u>(73,536)</u>	Budgeted Overtime	
\$52,280	Recommended Budget Adjustment	

Once a CAL FIRE transition date is firmly established, staff will complete the financial analysis related to implementation as of that date, and bring forward appropriate budget recommendations.

➤ The Town is currently in negotiations with the Police Officer's Association for a contract that expires on October 31, 2012. Staff will bring forward recommended budget adjustments as a result of those negotiations as soon as they become available.

### **Conclusion:**

Following are the recommended General Fund Budget Adjustments

General Fund	Amount	Description
(1010)		
Beginning Fund Balance	1,393,803	
2012/13 Budgeted Revenues	9,242,822	

### Recommended Adjustments

1. 00.0000.3167.330 2. 35.0000.3345.100	4,301 75,986	Increase in real property transfer tax Reimbursement for Reading, Ponderosa and Stafford fires (Mill already budgeted)
Adjusted Revenues	9,323,109	cianora mes (iim anoda) suagetes,
Transfers in From Other Funds	603,209	
Total Resources	9,926,318	
2012/13 Budgeted Expenditures Recommended Adjustments	10,007,207	
3. 35.4630.5105	85,067	Additional Fire FLSA/Overtime
4. 35.4630.5105.200	43,199	Strike Team Overtime
Adjusted Expenses	10,135,473	
General Fund Net Income	(209,155)	
Projected Ending Fund Balance	1,184,648	

To maintain appropriate reserves and protect the Town's fiscal solvency additional steps are being taken to reduce and eliminate this General Fund structural deficit of \$200,670 by the end of the 2012/13 fiscal year. Staff will continue to update Council monthly on the progress made in reducing this deficit.

### **Fiscal Impact Analysis:**

These current adjustments increase the General Fund deficit and decrease the General Fund reserves by \$47,979.



		Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	% used/	
Account	Account Description	Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
Fund <b>1010</b> -	- General Fund						'	'		
REVENUE										
Departm	nent 00 - Non Department Activity									
Progr	ram 0000 - Non Program Activity									
3110.311	Property Tax Current Secured	3,954,685.00	.00	3,954,685.00	.00	.00	.00	3,954,685.00	0	4,016,789.74
3110.312	Property Tax Current Unsecured	202,640.00	.00	202,640.00	.00	.00	.00	202,640.00	0	190,450.90
3110.315	Property Tax Prior Secured/Unsecured	7,344.00	.00	7,344.00	.00	.00	.00	7,344.00	0	9,351.55
3110.320	Property Tax General Supplemental	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	13,700.90
3130.325	General Sales and Use Tax Sales and Use Tax	1,687,446.00	.00	1,687,446.00	.00	.00	.00	1,687,446.00	0	1,633,595.19
3167.330	Real Property Transfer Tax Real Property Transfer Tax	37,351.00	.00	37,351.00	5,621.77	.00	10,394.63	26,956.37	28	36,536.66
3182.335	Franchise Taxes Franchise Taxes	800,353.00	.00	800,353.00	.00	.00	.00	800,353.00	0	790,283.18
3185.340	Transient Occupancy Tax Transient Occupancy Tax	168,341.00	.00	168,341.00	.00	.00	.00	168,341.00	0	171,221.69
3210.110	Business Licenses and Permits Business Regulation	3,000.00	.00	3,000.00	117.00	.00	192.00	2,808.00	6	3,099.67
3210.120	Business Licenses and Permits Bingo Regulation	66.00	.00	66.00	.00	.00	.00	66.00	0	132.00
3345.200	State Revenues - Other Miscellaneous	24,000.00	.00	24,000.00	.00	.00	.00	24,000.00	0	26,222.24
3351.001	Property Tax Homeowners Apportionment	70,643.00	.00	70,643.00	.00	.00	.00	70,643.00	0	71,356.68
3356.001	State Motor Vehicle In Lieu Motor Vehicle In Lieu Tax	1,929,937.00	.00	1,929,937.00	.00	.00	.00	1,929,937.00	0	1,962,652.93
3410.101	Administrative Services General Administrative Fees	.00	.00	.00	3.10	.00	9.30	(9.30)	+++	38.22
3410.104	Administrative Services Returned Check Processing	300.00	.00	300.00	.00	.00	58.00	242.00	19	401.00
3410.107	Administrative Services Electronic Audio Reproduction	10.00	.00	10.00	.00	.00	.00	10.00	0	5.16
3410.112	Administrative Services Printed Material Production/Sale	250.00	.00	250.00	.00	.00	60.00	190.00	24	206.50
3410.113	Administrative Services Document Coyping	350.00	.00	350.00	20.00	.00	74.50	275.50	21	379.78
3410.114	Administrative Services Document Certification	100.00	.00	100.00	10.00	.00	20.00	80.00	20	122.50
3410.115	Administrative Services Research on Request/Dept Records	550.00	.00	550.00	.00	.00	76.00	474.00	14	684.00
3610.100	Interest Revenue Investments	13,162.00	.00	13,162.00	.00	.00	.00	13,162.00	0	6,550.25
3610.150	Interest Revenue Interfund Loans	.00	.00	.00	.00	.00	.00	.00	+++	29,870.94
3630.200	Rents and Royalties Billboard Rents and Leases	440.00	.00	440.00	.00	.00	.00	440.00	0	440.00
3901.100	Refunds & Reimbursements Miscellaneous	1,000.00	.00	1,000.00	114.56	.00	117.64	882.36	12	4,340.06
3902.100	Miscellaneous Revenue General	1,000.00	.00	1,000.00	.00	.00	286.68	713.32	29	9,518.34
3902.110	Miscellaneous Revenue Cash Over and Short	.00	.00	.00	.00	.00	.01	(.01)	+++	(1.79)
3910.030	Transfers In From Development Services Fund	111,415.00	.00	111,415.00	.00	.00	.00	111,415.00	0	88,640.00
3910.070	Transfers In From Animal Control	26,320.00	.00	26,320.00	.00	.00	.00	26,320.00	0	23,394.00
3910.112	Transfers In From Federal CMAQ Fund	12,799.00	.00	12,799.00	.00	.00	.00	12,799.00	0	24,208.11
3910.120	Transfers In From State Gas Tax Fund	124,067.00	.00	124,067.00	.00	.00	.00	124,067.00	0	102,124.00
3910.140	Transfers In From Traffic Safety Fund	30,000.00	.00	30,000.00	.00	.00	.00	30,000.00	0	26,000.00
3910.160	Transfers In From BHS Development Svcs Fund	23,274.00	.00	23,274.00	.00	.00	.00	23,274.00	0	24,444.00
3910.204	Transfers In From State SLESF Grant Fund	50,000.00	.00	50,000.00	.00	.00	.00	50,000.00	0	45,000.00
3910.215	Transfers In From Aband Vehicle Abate Fund	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	3,795.41
3910.308	Transfers In From BHS CDBG 2008 Grant	.00	.00	.00	.00	.00	.00	.00	+++	5,222.05
3910.502	Transfers In From Signal Development Fund	.00	.00	32 .00	.00	.00	.00	.00	+++	9,125.82



		Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	% used/	
Account	Account Description	Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
Fund <b>1010</b>	- General Fund									
REVENUE										
Departr	ment 00 - Non Department Activity									
Prog	ram 0000 - Non Program Activity									
3910.503	Transfers In From Drainage Trust	.00	.00	.00	.00	.00	.00	.00	+++	17,755.78
3910.505	Transfers In From Memorial Trailway Fund	.00	.00	.00	.00	.00	.00	.00	+++	2,225.51
3910.510	Transfers In From Impact Fees Road Imp Fund	1,657.00	.00	1,657.00	.00	.00	.00	1,657.00	0	4,076.67
3910.551	Transfers In From Impact Fees Drainage Fund	.00	.00	.00	.00	.00	.00	.00	+++	20,000.00
3910.807	Transfers In From Dr. Horlic Renovation Donat	.00	.00	.00	.00	.00	.00	.00	+++	21,430.06
3910.900	Transfers In From Transit Fund	3,172.00	.00	3,172.00	.00	.00	.00	3,172.00	0	2,557.00
3910.920	Transfers In From RDA Non Housing Fund	.00	.00	.00	.00	.00	.00	.00	+++	2,624.00
3910.921	Transfers In From RDA Housing Fund	.00	.00	.00	.00	.00	.00	.00	+++	502.00
3910.970	Transfers In From Self Insurance Trust Fund	215,505.00	.00	215,505.00	.00	.00	.00	215,505.00	0	143,646.00
	Program <b>0000 - Non Program Activity</b> Totals	\$9,516,177.00	\$0.00	\$9,516,177.00	\$5,886.43	\$0.00	\$11,288.76	\$9,504,888.24	0%	\$9,544,718.70
	Department 00 - Non Department Activity Totals	\$9,516,177.00	\$0.00	\$9,516,177.00	\$5,886.43	\$0.00	\$11,288.76	\$9,504,888.24	0%	\$9,544,718.70
Departr	ment 25 - Finance									
Prog	ram 5005 - Rental Properties									
3901.100	Refunds & Reimbursements Miscellaneous	1,840.00	.00	1,840.00	212.46	.00	667.53	1,172.47	36	1,553.52
	Program <b>5005 - Rental Properties</b> Totals	\$1,840.00	\$0.00	\$1,840.00	\$212.46	\$0.00	\$667.53	\$1,172.47	36%	\$1,553.52
	Department <b>25 - Finance</b> Totals	\$1,840.00	\$0.00	\$1,840.00	\$212.46	\$0.00	\$667.53	\$1,172.47	36%	\$1,553.52
Departr	ment 30 - Police									
	ram 0000 - Non Program Activity									
3320.100	Federal Revenue - Other Refunds and Reimbursements	500.00	.00	500.00	.00	.00	.00	500.00	0	6,484.20
3345.004	State Revenues - Other POST Reimbursements	19,000.00	.00	19,000.00	.00	.00	1,799.11	17,200.89	9	18,238.70
3345.100	State Revenues - Other Refunds & Reimbursements	24,000.00	.00	24,000.00	11,609.00	.00	11,609.00	12,391.00	48	27,149.83
3380.100	Local Government Revenue Fines and Forfeitures	32,000.00	.00	32,000.00	1,797.56	.00	1,797.56	30,202.44	6	35,338.62
3380.106	Local Government Revenue Administrative Citations	.00	.00	.00	400.00	.00	400.00	(400.00)	+++	.00
3421.100	Police Police Vehicle Repossession	200.00	.00	200.00	.00	.00	21.00	179.00	10	231.00
3421.103	Police Weapons Storage Fee	500.00	.00	500.00	.00	.00	.00	500.00	0	479.00
3421.105	Police Cite Sign Off / VIN Verification	1,800.00	.00	1,800.00	94.44	.00	250.44	1,549.56	14	1,801.00
3421.111	Police Vehicle Impound Fee	2,500.00	.00	2,500.00	112.00	.00	672.00	1,828.00	27	2,576.00
3421.115	Police Police Report (Copy)	6,800.00	.00	6,800.00	381.00	.00	1,514.08	5,285.92	22	7,050.00
3421.120	Police Fingerprint Processing	9,000.00	.00	9,000.00	627.00	.00	1,786.00	7,214.00	20	8,683.00
3421.122	Police Visa/Clearance Letter	78.00	.00	78.00	13.00	.00	26.00	52.00	33	65.00
3421.128	Police Statutory Registration	840.00	.00	840.00	.00	.00	90.00	750.00	11	870.00
3421.130	Police Reproduce/Sale of Tapes & Photos	150.00	.00	150.00	26.00	.00	65.00	85.00	43	170.25
3421.140	Police Alarm System Registration	150.00	.00	150.00	.00	.00	48.50	101.50	32	154.00
3421.141	Police False Alarm Response	2,000.00	.00	2,000.00	.00	.00	794.14	1,205.86	32 40	2,370.56
3421.141	Police Special Services	2,500.00	.00	2,500.00	.00	.00	150.00	2,350.00	6	3,207.00
3421.182	Police Research on Request	2,300.00 15.00	.00	15.00	.00	.00	.00	15.00	0	15.00
J721.10Z	i once research on request	15.00	.00	33	.00	.00	.00	15.00	U	15.00
				- 33						



		Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	% used/	
Account	Account Description	Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
Fund <b>1010</b>	- General Fund						'			
REVENUE										
Departr	ment 30 - Police									
Prog	ram 0000 - Non Program Activity									
3421.185	Police Bicycle License	.00	.00	.00	.00	.00	.00	.00	+++	3.75
3421.187	Police Subpoena Duces Tecum	.00	.00	.00	.00	.00	15.00	(15.00)	+++	180.00
3901.100	Refunds & Reimbursements Miscellaneous	1,000.00	.00	1,000.00	52.01	.00	976.39	23.61	98	1,637.55
3901.140	Refunds & Reimbursements Negligence Cost Recovery Fees	1,000.00	.00	1,000.00	181.00	.00	.00	1,000.00	0	216.80
3902.100	Miscellaneous Revenue General	.00	.00	.00	.00	.00	.00	.00	+++	16.75
	Program <b>0000 - Non Program Activity</b> Totals	\$104,033.00	\$0.00	\$104,033.00	\$15,293.01	\$0.00	\$22,014.22	\$82,018.78	21%	\$116,938.01
	Department 30 - Police Totals	\$104,033.00	\$0.00	\$104,033.00	\$15,293.01	\$0.00	\$22,014.22	\$82,018.78	21%	\$116,938.01
Departn	ment 35 - Fire									
Prog	ram 0000 - Non Program Activity									
3345.100	State Revenues - Other Refunds & Reimbursements	34,000.00	.00	34,000.00	.00	.00	.00	34,000.00	0	5,608.60
3380.103	Local Government Revenue Fines and Citations Fire	4,000.00	.00	4,000.00	.00	.00	.00	4,000.00	0	4,766.53
3410.150	Administrative Services Late Fees	100.00	.00	100.00	.00	.00	.00	100.00	0	324.74
3422.303	Fire Out Of Hours Burning Response	1,200.00	.00	1,200.00	.00	.00	55.59	1,144.41	5	1,481.02
3422.304	Fire Fuel Reduction Burn Permit	500.00	.00	500.00	.00	.00	.00	500.00	0	602.00
3422.310	Fire Report Copying	150.00	.00	150.00	8.75	.00	126.75	23.25	84	180.00
3422.315	Fire Residential Burning Regulation	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	9,262.00
3422.330	Fire Campfire/Special Activity Permit	100.00	.00	100.00	.00	.00	.00	100.00	0	22.00
3422.335	Fire Land Clearing Fire Regulation	75.00	.00	75.00	.00	.00	.00	75.00	0	75.00
3422.341	Fire Hydrant Flow Review	.00	.00	.00	.00	.00	.00	.00	+++	50.00
3422.344	Fire Negligent/Reckless Cost Recovery	.00	.00	.00	5,903.19	.00	5,903.19	(5,903.19)	+++	.00
3422.375	Fire Stand By	.00	.00	.00	585.46	.00	585.46	(585.46)	+++	.00
3901.100	Refunds & Reimbursements Miscellaneous	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
3902.100	Miscellaneous Revenue General	.00	.00	.00	.00	.00	.00	.00	+++	150.00
	Program <b>0000 - Non Program Activity</b> Totals	\$50,625.00	\$0.00	\$50,625.00	\$6,497.40	\$0.00	\$6,670.99	\$43,954.01	13%	\$22,521.89
	Department <b>35 - Fire</b> Totals	\$50,625.00	\$0.00	\$50,625.00	\$6,497.40	\$0.00	\$6,670.99	\$43,954.01	13%	\$22,521.89
	ment 40 - Community Development									
5	ram 4720 - CDD Planning									
3380.101	Local Government Revenue Fines and Citations Comm Develop	38,000.00	.00	38,000.00	200.00	.00	735.00	37,265.00	2	37,201.85
3400.104	CDD Planning Tentative Parcel Map	3,300.00	.00	3,300.00	.00	.00	.00	3,300.00	0	1,650.00
3400.107	CDD Planning Major Map Modification Review	.00	.00	.00	.00	.00	.00	.00	+++	680.00
3400.108	CDD Planning Road Name Review	160.00	.00	160.00	178.00	.00	178.00	(18.00)	111	.00
3400.111	CDD Planning Landscape Plan	500.00	.00	500.00	.00	.00	.00	500.00	0	864.00
3400.123	CDD Planning Tree Pres/Protect Plan Review	.00	.00	.00	.00	.00	.00	.00	+++	285.00
3400.130	CDD Planning General Plan Amend and Rezoning	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	4,500.00
3400.149	CDD Planning DIF Adjust/Waiver Application	.00	.00	.00	.00	.00	.00	.00	+++	127.00
3400.171	CDD Planning Use Permit Class B	952.00	.00	34 952.00	.00	.00	952.00	.00	100	1,904.00



		Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	% used/	
Account	Account Description	Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
Fund <b>1010</b>	- General Fund									
REVENUE										
Departn	nent 40 - Community Development									
Progr	ram 4720 - CDD Planning									
3400.173	CDD Planning Temporary Use Permit	328.00	.00	328.00	.00	.00	.00	328.00	0	412.00
3400.174	CDD Planning Administrative Permit	3,000.00	.00	3,000.00	.00	.00	1,145.00	1,855.00	38	2,150.00
3400.176	CDD Planning Home Occupation Permit	.00	.00	.00	.00	.00	215.00	(215.00)	+++	215.00
3400.178	CDD Planning Site Plan/Use Permit Mod Class B	476.00	.00	476.00	.00	.00	.00	476.00	0	2,380.00
3400.184	CDD Planning Site Plan Review Class A	.00	.00	.00	510.00	.00	510.00	(510.00)	+++	.00
3400.195	CDD Planning Public Convenience/Necessity	88.00	.00	88.00	.00	.00	.00	88.00	0	88.00
3400.200	CDD Planning Tree Felling Permit	17,500.00	.00	17,500.00	1,073.00	.00	6,130.00	11,370.00	35	18,960.76
3901.100	Refunds & Reimbursements Miscellaneous	.00	.00	.00	.00	.00	.00	.00	+++	346.16
	Program <b>4720 - CDD Planning</b> Totals	\$67,304.00	\$0.00	\$67,304.00	\$1,961.00	\$0.00	\$9,865.00	\$57,439.00	15%	\$71,763.77
Progi	ram 4780 - CDD - Waste Management									
3182.335	Franchise Taxes Franchise Taxes	35,904.00	.00	35,904.00	.00	.00	.00	35,904.00	0	35,018.98
3345.200	State Revenues - Other Miscellaneous	4,500.00	.00	4,500.00	.00	.00	.00	4,500.00	0	7,376.00
3380.104	Local Government Revenue Fines and Citations Waste Mgmt	18,000.00	.00	18,000.00	100.00	.00	1,900.00	16,100.00	11	18,564.88
	Program 4780 - CDD - Waste Management Totals	\$58,404.00	\$0.00	\$58,404.00	\$100.00	\$0.00	\$1,900.00	\$56,504.00	3%	\$60,959.86
	Department 40 - Community Development Totals	\$125,708.00	\$0.00	\$125,708.00	\$2,061.00	\$0.00	\$11,765.00	\$113,943.00	9%	\$132,723.63
Departn	nent 45 - Public Works									
Progr	ram 4740 - Public Works - Engineering									
3402.201	PW Engineering Final Parcel Map	3,000.00	.00	3,000.00	.00	.00	680.00	2,320.00	23	1,360.00
3402.220	PW Engineering Land Divisn/Pvt Develop Projects	22,000.00	.00	22,000.00	.00	.00	.00	22,000.00	0	31,544.44
3402.221	PW Engineering Prepare/Record Covnant Agreement	1.00	.00	1.00	.00	.00	.00	1.00	0	1.00
3402.223	PW Engineering Engineering Site Plan	500.00	.00	500.00	288.00	.00	288.00	212.00	58	.00
3402.224	PW Engineering Grading Check/Inspection	2,000.00	.00	2,000.00	375.50	.00	579.50	1,420.50	29	2,131.50
3402.225	PW Engineering Cert of Correct w/out Hearing	200.00	.00	200.00	.00	.00	.00	200.00	0	.00
3402.227	PW Engineering Lot Merger Review	247.00	.00	247.00	.00	.00	.00	247.00	0	247.00
3402.228	PW Engineering Lot Line Adjustment	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	1,361.90
3402.229	PW Engineering Cert of Compliance Review w/Hear	.00	.00	.00	.00	.00	.00	.00	+++	443.00
3402.230	PW Engineering Engineer Drain Plan/Calc Review	4,000.00	.00	4,000.00	.00	.00	1,829.90	2,170.10	46	12,683.88
3402.232	PW Engineering Erosion Control Plan Review	200.00	.00	200.00	288.00	.00	288.00	(88.00)	144	864.00
3402.250	PW Engineering Oversized Vehicle Regulation	500.00	.00	500.00	142.00	.00	355.00	145.00	71	568.00
3402.270	PW Engineering Encroachment Permit Fees	11,000.00	.00	11,000.00	600.00	.00	1,085.00	9,915.00	10	20,991.73
3901.140	Refunds & Reimbursements Negligence Cost Recovery Fees	.00	.00	.00	.00	.00	.00	.00	+++	100.00
	Program 4740 - Public Works - Engineering Totals	\$45,148.00	\$0.00	\$45,148.00	\$1,693.50	\$0.00	\$5,105.40	\$40,042.60	11%	\$72,296.45
Progr	ram 4745 - Paradise Community Park									
3470.251	Parks & Recreation Space Rental	2,500.00	.00	2,500.00	179.00	.00	1,859.00	641.00	74	1,460.00
3470.258	Parks & Recreation Miscellaneous	.00	.00	.00	.00	.00	.00	.00	+++	1,110.00
3470.259	Parks & Recreation Donations	.00	.00	.00	1,300.00	.00	1,300.00	(1,300.00)	+++	.00
				<sup>35</sup> ——						



		Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	% used/	
Account	Account Description	Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
Fund <b>1010</b>	- General Fund					'		'		
REVENUE										
Departn	nent 45 - Public Works									
	Program 4745 - Paradise Community Park Totals	\$2,500.00	\$0.00	\$2,500.00	\$1,479.00	\$0.00	\$3,159.00	(\$659.00)	126%	\$2,570.00
	Department 45 - Public Works Totals	\$47,648.00	\$0.00	\$47,648.00	\$3,172.50	\$0.00	\$8,264.40	\$39,383.60	17%	\$74,866.45
	REVENUE TOTALS	\$9,846,031.00	\$0.00	\$9,846,031.00	\$33,122.80	\$0.00	\$60,670.90	\$9,785,360.10	1%	\$9,893,322.20
EXPENSE										
Departn	nent 00 - Non Department Activity									
Progi										
5225	Bank Fees and Charges	10,500.00	.00	10,500.00	.00	.00	2,649.51	7,850.49	25	9,885.01
5280.100	Bad Debt Write Off Expense	500.00	.00	500.00	.00	.00	.00	500.00	0	49.00
5501	Debt Service Payment - Principal	609,441.00	.00	609,441.00	.00	.00	.00	609,441.00	0	623,643.30
5502	Debt Service Payment - Interest	225,559.00	.00	225,559.00	.00	.00	.00	225,559.00	0	186,356.70
5502.150	Debt Service Payment - Interest Interfund Loans	5,606.00	.00	5,606.00	.00	.00	.00	5,606.00	0	8,122.83
5502.201	Debt Service Payment - Interest Tax Anticipation	25,991.00	.00	25,991.00	.00	.00	.00	25,991.00	0	51,558.33
5510.201	Notes Bond Payments - Issuance Costs Tax Anticipation Notes	8,150.00	.00	8,150.00	.00	.00	.00	8,150.00	0	8,150.00
	Program <b>0000 - Non Program Activity</b> Totals	\$885,747.00	\$0.00	\$885,747.00	\$0.00	\$0.00	\$2,649.51	\$883,097.49	0%	\$887,765.17
	Department 00 - Non Department Activity Totals	\$885,747.00	\$0.00	\$885,747.00	\$0.00	\$0.00	\$2,649.51	\$883,097.49	0%	\$887,765.17
Departn	nent 10 - Legislative									
Progi	ram 4000 - Town Council									
5101	Salaries - Permanent	16,920.00	.00	16,920.00	1,410.00	.00	4,230.00	12,690.00	25	16,920.00
5107	Car Allowance/Mileage	5,400.00	.00	5,400.00	450.00	.00	1,350.00	4,050.00	25	5,400.00
5111	Medicare	324.00	.00	324.00	28.30	.00	84.70	239.30	26	339.60
5112.102	Retirement Contribution Social Security	1,384.00	.00	1,384.00	120.90	.00	362.70	1,021.30	26	1,450.80
5113	Worker's Compensation	179.00	.00	179.00	11.70	.00	79.85	99.15	45	141.44
5202.100	Operating Supplies General	345.00	.00	345.00	.00	.00	.00	345.00	0	107.25
5220.100	Employee Development General	12,000.00	.00	12,000.00	1,280.00	.00	1,280.00	10,720.00	11	10,710.63
	Program <b>4000 - Town Council</b> Totals	\$36,552.00	\$0.00	\$36,552.00	\$3,300.90	\$0.00	\$7,387.25	\$29,164.75	20%	\$35,069.72
	Department 10 - Legislative Totals	\$36,552.00	\$0.00	\$36,552.00	\$3,300.90	\$0.00	\$7,387.25	\$29,164.75	20%	\$35,069.72
	nent 15 - Town Clerk									
5	ram 4100 - Town Clerk									
5101	Salaries - Permanent	157,366.00	.00	157,366.00	11,815.16	.00	35,445.49	121,920.51	23	153,716.44
5106.100	Incentives & Admin Leave Administrative Leave	8,179.00	.00	8,179.00	.00	.00	.00	8,179.00	0	7,898.88
5107	Car Allowance/Mileage	2,400.00	.00	2,400.00	200.00	.00	600.00	1,800.00	25	3,692.00
5111	Medicare	2,435.00	.00	2,435.00	165.30	.00	500.35	1,934.65	21	2,293.36
5112.101	Retirement Contribution PERS	19,361.00	.00	19,361.00	1,457.46	.00	4,372.38	14,988.62	23	18,542.90
5113	Worker's Compensation	1,665.00	.00	1,665.00	255.18	.00	1,309.38	355.62	79	1,220.80
5114.101	Health Insurance M. D. & V.	18,891.00	.00	18,891.00	1,301.20	.00	3,902.04	14,988.96	21	18,832.46
5114.102	Health Insurance Dental	.00	.00	.00	234.56	.00	703.68	(703.68)	+++	.00
5114.103	Health Insurance Vision	.00	.00	36 .00	23.94	.00	71.82	(71.82)	+++	.00
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		Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	% used/	
Account	Account Description	Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
Fund <b>1010</b>	- General Fund									
EXPENSE										
Departn	ment 15 - Town Clerk									
Prog	ram 4100 - Town Clerk									
5115	Unemployment Compensation	1,007.00	.00	1,007.00	72.96	.00	784.80	222.20	78	2,871.00
5116.101	Life and Disability Insurance Life & Disab.	1,405.00	.00	1,405.00	47.50	.00	142.50	1,262.50	10	1,402.88
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	82.26	.00	224.98	(224.98)	+++	.00
5119.100	Retiree Costs Medical Insurance	23,543.00	.00	23,543.00	.00	.00	4,055.84	19,487.16	17	22,191.10
5122	Accrual Bank Payoff	.00	.00	.00	.00	.00	.00	.00	+++	173.55
5201.100	Office Supplies General	635.00	.00	635.00	.00	.00	95.28	539.72	15	81.51
5202.100	Operating Supplies General	775.00	.00	775.00	.00	.00	.00	775.00	0	(248.99)
5204	Subscriptions and Code Books	1,525.00	.00	1,525.00	.00	.00	278.85	1,246.15	18	1,766.95
5210.100	Postage General	.00	.00	.00	.00	.00	.00	.00	+++	140.88
5213.100	Professional/Contract Services General	9,702.00	.00	9,702.00	899.00	.00	2,792.31	6,909.69	29	5,619.34
5214.100	Repair and Maint Service General	.00	.00	.00	.00	.00	315.15	(315.15)	+++	.00
5218.100	Advertising General	3,000.00	.00	3,000.00	.00	.00	551.32	2,448.68	18	943.51
5220.100	Employee Development General	1,280.00	.00	1,280.00	.00	.00	.00	1,280.00	0	1,480.00
5221	Election-County Services	35,000.00	.00	35,000.00	.00	.00	.00	35,000.00	0	.00
5501	Debt Service Payment - Principal	194.00	.00	194.00	.00	.00	97.00	97.00	50	194.00
	Program 4100 - Town Clerk Totals	\$288,363.00	\$0.00	\$288,363.00	\$16,554.52	\$0.00	\$56,243.17	\$232,119.83	20%	\$242,812.57
	Department 15 - Town Clerk Totals	\$288,363.00	\$0.00	\$288,363.00	\$16,554.52	\$0.00	\$56,243.17	\$232,119.83	20%	\$242,812.57
Departr	ment 20 - Administrative Services									
Prog	ram 4200 - Town Manager									
5101	Salaries - Permanent	75,935.00	.00	75,935.00	2,897.98	.00	9,232.19	66,702.81	12	99,127.52
5102	Salaries - Temporary	.00	.00	.00	7,007.00	.00	21,584.00	(21,584.00)	+++	42,089.85
5106.100	Incentives & Admin Leave Administrative Leave	482.00	.00	482.00	.00	.00	.00	482.00	0	.00
5107	Car Allowance/Mileage	168.00	.00	168.00	14.00	.00	21.00	147.00	12	84.00
5111	Medicare	1,561.00	.00	1,561.00	131.03	.00	419.50	1,141.50	27	1,972.55
5112.101	Retirement Contribution PERS	3,258.00	.00	3,258.00	343.36	.00	942.76	2,315.24	29	10,630.05
5113	Worker's Compensation	244.00	.00	244.00	240.29	.00	950.30	(706.30)	389	1,472.60
5114.101	Health Insurance M. D. & V.	7,319.00	.00	7,319.00	706.98	.00	2,071.35	5,247.65	28	14,913.76
5114.102	Health Insurance Dental	.00	.00	.00	79.64	.00	226.80	(226.80)	+++	.00
5114.103	Health Insurance Vision	.00	.00	.00	8.66	.00	25.47	(25.47)	+++	.00
5115	Unemployment Compensation	.00	.00	.00	61.46	.00	585.98	(585.98)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	318.00	.00	318.00	13.40	.00	37.20	280.80	12	666.18
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	20.18	.00	54.55	(54.55)	+++	.00
5119.100	Retiree Costs Medical Insurance	37,375.00	.00	37,375.00	125.40	.00	5,129.32	32,245.68	14	23,868.48
5122	Accrual Bank Payoff	39,629.00	.00	39,629.00	.00	.00	.00	39,629.00	0	.00
5201.100	Office Supplies General	450.00	.00	450.00	.00	.00	3.24	446.76	1	544.85
5202.100	Operating Supplies General	350.00	.00	37 350.00	.00	.00	.00	350.00	0	43.92
				37						



		Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	% used/	
Account	Account Description	Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
Fund <b>1010</b> -	- General Fund									
EXPENSE										
Departm	nent 20 - Administrative Services									
Progr	ram 4200 - Town Manager									
5210.100	Postage General	50.00	.00	50.00	.00	.00	.00	50.00	0	27.97
5213.100	Professional/Contract Services General	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
5214.100	Repair and Maint Service General	130.00	.00	130.00	.00	.00	.00	130.00	0	130.00
5218.100	Advertising General	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
5220.100	Employee Development General	160.00	.00	160.00	.00	.00	.00	160.00	0	.00
5223.105	Meals and Refreshments Emergencies and Meetings	75.00	.00	75.00	.00	.00	.00	75.00	0	78.58
5260	Miscellaneous	.00	.00	.00	.00	.00	.00	.00	+++	87.12
5304	Furniture & Equipment	.00	.00	.00	.00	.00	.00	.00	+++	643.49
5501	Debt Service Payment - Principal	194.00	.00	194.00	.00	.00	97.00	97.00	50	194.00
	Program <b>4200 - Town Manager</b> Totals	\$173,198.00	\$0.00	\$173,198.00	\$11,649.38	\$0.00	\$41,380.66	\$131,817.34	24%	\$196,574.92
Progr	ram 4201 - Central Services									
5101	Salaries - Permanent	121,077.00	.00	121,077.00	9,073.77	.00	27,221.29	93,855.71	22	119,224.17
5106.100	Incentives & Admin Leave Administrative Leave	3,764.00	.00	3,764.00	.00	.00	.00	3,764.00	0	3,573.68
5111	Medicare	1,810.00	.00	1,810.00	126.36	.00	380.74	1,429.26	21	1,760.15
5112.101	Retirement Contribution PERS	13,327.00	.00	13,327.00	998.76	.00	2,996.27	10,330.73	22	12,283.25
5113	Worker's Compensation	1,281.00	.00	1,281.00	70.86	.00	568.26	712.74	44	1,353.20
5114.101	Health Insurance M. D. & V.	13,555.00	.00	13,555.00	1,301.20	.00	3,680.13	9,874.87	27	14,304.57
5114.102	Health Insurance Dental	.00	.00	.00	238.52	.00	715.86	(715.86)	+++	.00
5114.103	Health Insurance Vision	.00	.00	.00	14.78	.00	47.35	(47.35)	+++	.00
5115	Unemployment Compensation	.00	.00	.00	55.78	.00	598.31	(598.31)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	1,137.00	.00	1,137.00	38.00	.00	114.00	1,023.00	10	1,115.34
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	63.18	.00	174.42	(174.42)	+++	.00
5122	Accrual Bank Payoff	.00	.00	.00	.00	.00	.00	.00	+++	1,904.20
5199.199	Other Fund Support IT-Serv from Tech Fee	(51,000.00)	.00	(51,000.00)	.00	.00	.00	(51,000.00)	0	(51,000.00)
5201.100	Office Supplies General	100.00	.00	100.00	.00	.00	7.71	92.29	8	1,258.36
5202.100	Operating Supplies General	14,200.00	.00	14,200.00	(327.84)	.00	10,739.08	3,460.92	76	8,515.82
5203.100	Repairs and Maint Supplies General	900.00	.00	900.00	.00	.00	350.52	549.48	39	302.01
5209.101	Auto Fuel Expense Town Vehicles	305.00	.00	305.00	.00	.00	37.03	267.97	12	288.92
5210.100	Postage General	150.00	.00	150.00	.00	.00	.00	150.00	0	.00
5211.135	Utilities Water and Sewer	725.00	.00	725.00	.00	.00	110.27	614.73	15	713.52
5211.137	Utilities Electric and Gas	21,000.00	.00	21,000.00	.00	.00	4,529.62	16,470.38	22	21,259.23
5212.100	Insurance General	175,123.00	.00	175,123.00	(270.52)	.00	174,852.88	270.12	100	167,651.59
5213.100	Professional/Contract Services General	43,780.00	.00	43,780.00	.00	.00	3,606.14	40,173.86	8	42,364.09
5214.100	Repair and Maint Service General	67,230.00	.00	67,230.00	505.67	.00	10,870.06	56,359.94	16	63,920.73
5215.100	Rents and Leases Miscellaneous	1,429.00	.00	1,429.00	138.62	.00	256.60	1,172.40	18	1,556.75
5215.106	Rents and Leases Copiers	5,122.00	.00	122.00	426.86	.00	1,280.58	3,841.42	25	5,093.46
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		Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	% used/	
Account	Account Description	Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
Fund <b>1010</b>	- General Fund									
EXPENSE										
Departr	nent 20 - Administrative Services									
Prog	ram 4201 - Central Services									
5216.100	Communications General Services	33,468.00	.00	33,468.00	426.57	.00	5,165.48	28,302.52	15	29,925.98
5218.100	Advertising General	.00	.00	.00	.00	.00	.00	.00	+++	177.15
5219.100	Printing General	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	2,002.65
5220.100	Employee Development General	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	1,295.00
5225	Bank Fees and Charges	105.00	.00	105.00	.00	.00	.00	105.00	0	105.44
5260	Miscellaneous	23,050.00	.00	23,050.00	.00	.00	22,978.84	71.16	100	21,144.83
5304	Furniture & Equipment	6,575.00	.00	6,575.00	.00	.00	7,083.81	(508.81)	108	14,668.26
5500	Bond Payments - Fiscal Agent	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	2,500.00
5501	Debt Service Payment - Principal	12,427.00	.00	12,427.00	.00	.00	5,116.36	7,310.64	41	16,238.91
5510	Bond Payments - Issuance Costs	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	1,926.19
	Program <b>4201 - Central Services</b> Totals	\$518,140.00	\$0.00	\$518,140.00	\$12,880.57	\$0.00	\$283,481.61	\$234,658.39	55%	\$507,427.45
	ram 4203 - HR and Risk Management									
5101	Salaries - Permanent	35,526.00	.00	35,526.00	2,940.99	.00	9,104.22	26,421.78	26	46,272.86
5105	Salaries - Overtime/FLSA	.00	.00	.00	.00	.00	.00	.00	+++	49.22
5111	Medicare	515.00	.00	515.00	45.60	.00	142.61	372.39	28	634.69
5112.101	Retirement Contribution PERS	3,859.00	.00	3,859.00	323.71	.00	1,002.08	2,856.92	26	4,759.73
5113	Worker's Compensation	359.00	.00	359.00	22.97	.00	174.43	184.57	49	366.16
5114.101	Health Insurance M. D. & V.	8,407.00	.00	8,407.00	529.16	.00	1,587.48	6,819.52	19	18,300.41
5114.102	Health Insurance Dental	.00	.00	.00	23.84	.00	71.53	(71.53)	+++	.00
5114.103	Health Insurance Vision	.00	.00	.00	2.78	.00	8.34	(8.34)	+++	.00
5115	Unemployment Compensation	.00	.00	.00	20.12	.00	206.71	(206.71)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	559.00	.00	559.00	17.10	.00	54.15	504.85	10	557.33
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	20.02	.00	67.09	(67.09)	+++	.00
5119.120	Retiree Costs PERS 1959 Survivor Benefits	2,200.00	.00	2,200.00	.00	.00	.00	2,200.00	0	2,480.40
5201.100	Office Supplies General	380.00	.00	380.00	.00	.00	.00	380.00	0	320.85
5202.100	Operating Supplies General	350.00	.00	350.00	101.88	.00	101.88	248.12	29	363.71
5204	Subscriptions and Code Books	75.00	.00	75.00	.00	.00	.00	75.00	0	64.35
5210.100	Postage General	100.00	.00	100.00	.00	.00	.00	100.00	0	121.49
5213.100	Professional/Contract Services General	2,700.00	.00	2,700.00	.00	.00	.00	2,700.00	0	2,905.00
5219.100	Printing General	100.00	.00	100.00	.00	.00	.00	100.00	0	.00
5220.100	Employee Development General	800.00	.00	800.00	.00	.00	675.00	125.00	84	.00
5223.105	Meals and Refreshments Emergencies and Meetings	75.00	.00	75.00	.00	.00	33.62	41.38	45	75.00
	Program 4203 - HR and Risk Management Totals	\$56,005.00	\$0.00	\$56,005.00	\$4,048.17	\$0.00	\$13,229.14	\$42,775.86	24%	\$77,271.20
Prog	ram 4300 - Legal Services									
5210.100	Postage General	10.00	.00	10.00	.00	.00	.00	10.00	0	.44
5213.100	Professional/Contract Services General	163,800.00	.00	39	.00	.00	31,240.00	132,560.00	19	165,408.50



		Adopted	Budget	Amended	<b>Current Month</b>	YTD	YTD	Budget - YTD	% used/	
Account	Account Description	Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
Fund <b>1010</b>	- General Fund					'				
<b>EXPENSE</b>										
Departn	nent 20 - Administrative Services									
	Program 4300 - Legal Services Totals	\$163,810.00	\$0.00	\$163,810.00	\$0.00	\$0.00	\$31,240.00	\$132,570.00	19%	\$165,408.94
	Department 20 - Administrative Services Totals	\$911,153.00	\$0.00	\$911,153.00	\$28,578.12	\$0.00	\$369,331.41	\$541,821.59	41%	\$946,682.51
Departn	nent <b>25 - Finance</b>									
Progr	ram 4400 - Finance									
5101	Salaries - Permanent	142,225.00	.00	142,225.00	10,779.90	.00	32,463.85	109,761.15	23	145,778.41
5106.100	Incentives & Admin Leave Administrative Leave	7,296.00	.00	7,296.00	.00	.00	.00	7,296.00	0	7,242.90
5107	Car Allowance/Mileage	2,160.00	.00	2,160.00	180.00	.00	543.00	1,617.00	25	3,159.22
5111	Medicare	2,199.00	.00	2,199.00	150.46	.00	455.65	1,743.35	21	2,128.48
5112.101	Retirement Contribution PERS	19,066.00	.00	19,066.00	1,448.84	.00	4,363.23	14,702.77	23	19,677.69
5113	Worker's Compensation	1,543.00	.00	1,543.00	84.18	.00	681.85	861.15	44	1,348.20
5114.101	Health Insurance M. D. & V.	23,654.00	.00	23,654.00	1,374.84	.00	4,736.75	18,917.25	20	24,725.88
5114.102	Health Insurance Dental	.00	.00	.00	202.75	.00	611.77	(611.77)	+++	.00
5114.103	Health Insurance Vision	.00	.00	.00	16.42	.00	54.05	(54.05)	+++	.00
5115	Unemployment Compensation	907.00	.00	907.00	66.41	.00	708.76	198.24	78	6,022.00
5116.101	Life and Disability Insurance Life & Disab.	1,247.00	.00	1,247.00	41.41	.00	124.97	1,122.03	10	1,285.67
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	75.08	.00	205.20	(205.20)	+++	.00
5119.100	Retiree Costs Medical Insurance	9,778.00	.00	9,778.00	.00	.00	1,595.68	8,182.32	16	9,449.72
5122	Accrual Bank Payoff	.00	.00	.00	.00	.00	.00	.00	+++	308.30
5201.100	Office Supplies General	250.00	.00	250.00	.00	.00	7.49	242.51	3	197.51
5202.100	Operating Supplies General	400.00	.00	400.00	.00	.00	198.79	201.21	50	149.05
5203.100	Repairs and Maint Supplies General	50.00	.00	50.00	.00	.00	.00	50.00	0	.00
5210.100	Postage General	1,800.00	.00	1,800.00	.00	.00	.00	1,800.00	0	1,602.30
5213.100	Professional/Contract Services General	720.00	.00	720.00	.00	.00	96.50	623.50	13	3,085.76
5214.100	Repair and Maint Service General	200.00	.00	200.00	.00	.00	.00	200.00	0	200.09
5216.100	Communications General Services	.00	.00	.00	.00	.00	.00	.00	+++	152.77
5219.100	Printing General	1,095.00	.00	1,095.00	.00	.00	.00	1,095.00	0	1,097.91
5220.100	Employee Development General	439.00	.00	439.00	.00	.00	.00	439.00	0	725.00
5304	Furniture & Equipment	800.00	.00	800.00	.00	.00	.00	800.00	0	.00
	Program 4400 - Finance Totals	\$215,829.00	\$0.00	\$215,829.00	\$14,420.29	\$0.00	\$46,847.54	\$168,981.46	22%	\$228,336.86
Progr	ram 5005 - Rental Properties									
5211.175	Utilities Rental Properties	1,840.00	.00	1,840.00	.00	.00	658.17	1,181.83	36	1,863.52
	Program <b>5005 - Rental Properties</b> Totals	\$1,840.00	\$0.00	\$1,840.00	\$0.00	\$0.00	\$658.17	\$1,181.83	36%	\$1,863.52
	Department 25 - Finance Totals	\$217,669.00	\$0.00	\$217,669.00	\$14,420.29	\$0.00	\$47,505.71	\$170,163.29	22%	\$230,200.38
Departn	nent 30 - Police									
Progr	ram 4510 - Police Administration									
5101	Salaries - Permanent	311,163.00	.00	311,163.00	23,636.81	.00	70,910.43	240,252.57	23	260,600.59
5102	Salaries - Temporary	.00	.00	.00	.00	.00	.00	.00	+++	37,080.00



		Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	% used/	
Account	Account Description	Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
Fund <b>1010</b>	- General Fund									
EXPENSE										
Departr	ment 30 - Police									
Prog	ram 4510 - Police Administration									
5104	Wages - PS Holiday Pay	14,121.00	.00	14,121.00	1,054.00	.00	3,162.24	10,958.76	22	11,271.85
5105	Salaries - Overtime/FLSA	500.00	.00	500.00	.00	.00	.00	500.00	0	501.14
5106.100	Incentives & Admin Leave Administrative Leave	5,698.00	.00	5,698.00	.00	.00	.00	5,698.00	0	7,729.53
5106.101	Incentives & Admin Leave School Incentive	8,400.00	.00	8,400.00	675.00	.00	2,025.00	6,375.00	24	6,521.00
5109.100	Allowances Uniform Allowance	2,360.00	.00	2,360.00	196.66	.00	589.98	1,770.02	25	2,323.98
5111	Medicare	4,963.00	.00	4,963.00	369.15	.00	1,113.64	3,849.36	22	4,243.16
5112.101	Retirement Contribution PERS	89,104.00	.00	89,104.00	6,785.46	.00	20,356.43	68,747.57	23	72,088.67
5113	Worker's Compensation	41,688.00	.00	41,688.00	1,742.88	.00	16,495.94	25,192.06	40	39,746.84
5114.101	Health Insurance M. D. & V.	42,276.00	.00	42,276.00	3,296.36	.00	8,152.10	34,123.90	19	32,560.31
5114.102	Health Insurance Dental	.00	.00	.00	345.90	.00	1,037.70	(1,037.70)	+++	.00
5114.103	Health Insurance Vision	.00	.00	.00	39.34	.00	96.66	(96.66)	+++	.00
5115	Unemployment Compensation	.00	.00	.00	162.93	.00	1,672.91	(1,672.91)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	2,566.00	.00	2,566.00	78.86	.00	236.58	2,329.42	9	2,171.68
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	164.58	.00	436.16	(436.16)	+++	.00
5119.100	Retiree Costs Medical Insurance	55,850.00	.00	55,850.00	940.14	.00	10,032.60	45,817.40	18	45,028.55
5119.120	Retiree Costs PERS 1959 Survivor Benefits	1,632.00	.00	1,632.00	.00	.00	.00	1,632.00	0	1,123.20
5122	Accrual Bank Payoff	.00	.00	.00	.00	.00	.00	.00	+++	42,995.08
5201.100	Office Supplies General	3,862.00	.00	3,862.00	.00	.00	378.90	3,483.10	10	2,922.67
5202.100	Operating Supplies General	8,676.00	.00	8,676.00	255.02	.00	1,781.85	6,894.15	21	8,005.34
5203.100	Repairs and Maint Supplies General	1,990.00	.00	1,990.00	640.36	.00	989.66	1,000.34	50	1,824.10
5204	Subscriptions and Code Books	300.00	.00	300.00	.00	.00	.00	300.00	0	97.95
5210.100	Postage General	2,750.00	.00	2,750.00	.00	.00	511.90	2,238.10	19	1,893.39
5211.135	Utilities Water and Sewer	900.00	.00	900.00	.00	.00	134.56	765.44	15	872.29
5211.137	Utilities Electric and Gas	29,780.00	.00	29,780.00	.00	.00	5,624.49	24,155.51	19	26,666.42
5211.139	Utilities Propane	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	2,707.19
5213.100	Professional/Contract Services General	38,894.00	.00	38,894.00	(48.00)	.00	13,035.90	25,858.10	34	39,652.72
5214.100	Repair and Maint Service General	58,179.00	.00	58,179.00	307.57	.00	6,448.06	51,730.94	11	54,206.92
5215.100	Rents and Leases Miscellaneous	636.00	.00	636.00	.00	.00	300.13	335.87	47	561.30
5215.106	Rents and Leases Copiers	4,331.00	.00	4,331.00	360.91	.00	1,082.73	3,248.27	25	5,585.77
5216.100	Communications General Services	8,705.00	.00	8,705.00	.00	.00	974.09	7,730.91	11	7,236.10
5218.100	Advertising General	.00	.00	.00	.00	.00	.00	.00	+++	2,811.87
5219.100	Printing General	1,950.00	.00	1,950.00	86.66	.00	608.81	1,341.19	31	2,893.58
5220.100	Employee Development General	6,650.00	.00	6,650.00	11.50	.00	1,226.50	5,423.50	18	5,635.52
5220.110	Employee Development Education Reimb MOU Program	.00	.00	.00	.00	.00	.00	.00	+++	550.00
5223.105	Meals and Refreshments Emergencies and Meetings	350.00	.00	350.00	.00	.00	68.64	281.36	20	894.36
5225	Bank Fees and Charges	500.00	.00	41 500.00	.00	.00	143.17	356.83	29	666.30



		Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	% used/	
Account	Account Description	Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
Fund <b>1010</b>	- General Fund					'				
EXPENSE										
Departn	nent 30 - Police									
Progi	ram 4510 - Police Administration									
5260	Miscellaneous	.00	.00	.00	.00	.00	.00	.00	+++	11.24
5304	Furniture & Equipment	800.00	.00	800.00	.00	.00	.00	800.00	0	.00
5501	Debt Service Payment - Principal	4,791.00	.00	4,791.00	302.56	.00	1,487.68	3,303.32	31	6,304.19
	Program <b>4510 - Police Administration</b> Totals	\$757,365.00	\$0.00	\$757,365.00	\$41,404.65	\$0.00	\$171,115.44	\$586,249.56	23%	\$737,984.80
Progi	ram 4520 - Police Operations									
5101	Salaries - Permanent	1,088,183.00	.00	1,088,183.00	79,858.34	.00	237,419.14	850,763.86	22	1,106,483.70
5103.102	Differential Pay Out of Class	.00	.00	.00	250.98	.00	1,313.42	(1,313.42)	+++	314.46
5103.105	Differential Pay Swing/Graveyard Shift	.00	.00	.00	2,652.44	.00	8,216.10	(8,216.10)	+++	1,350.08
5103.108	Differential Pay Canine Maintenance	.00	.00	.00	447.84	.00	1,359.36	(1,359.36)	+++	208.08
5104	Wages - PS Holiday Pay	52,824.00	.00	52,824.00	4,049.37	.00	12,006.55	40,817.45	23	52,633.63
5105	Salaries - Overtime/FLSA	203,000.00	.00	203,000.00	17,003.03	.00	46,377.17	156,622.83	23	223,072.65
5106.101	Incentives & Admin Leave School Incentive	40,226.00	.00	40,226.00	3,401.20	.00	10,373.95	29,852.05	26	38,033.57
5106.103	Incentives & Admin Leave Team Pay	.00	.00	.00	409.68	.00	1,134.12	(1,134.12)	+++	109.00
5106.200	Incentives & Admin Leave Gym Reimbursement	840.00	.00	840.00	.00	.00	90.00	750.00	11	713.08
5109.100	Allowances Uniform Allowance	17,422.00	.00	17,422.00	1,451.84	.00	4,314.19	13,107.81	25	20,888.71
5111	Medicare	20,336.00	.00	20,336.00	1,515.69	.00	4,453.44	15,882.56	22	20,472.66
5112.101	Retirement Contribution PERS	291,370.00	.00	291,370.00	22,484.53	.00	67,124.11	224,245.89	23	289,691.63
5113	Worker's Compensation	100,517.00	.00	100,517.00	7,908.34	.00	51,650.35	48,866.65	51	108,347.64
5114.101	Health Insurance M. D. & V.	265,729.00	.00	265,729.00	18,193.06	.00	52,766.52	212,962.48	20	255,946.22
5114.102	Health Insurance Dental	.00	.00	.00	2,194.66	.00	6,583.98	(6,583.98)	+++	.00
5114.103	Health Insurance Vision	.00	.00	.00	196.16	.00	582.28	(582.28)	+++	.00
5115	Unemployment Compensation	6,674.00	.00	6,674.00	678.49	.00	6,231.69	442.31	93	3,164.00
5116.101	Life and Disability Insurance Life & Disab.	10,839.00	.00	10,839.00	361.00	.00	1,083.00	9,756.00	10	11,012.42
5116.102	Life and Disability Insurance Long Term/Short Term	.00	.00	.00	551.90	.00	1,646.76	(1,646.76)	+++	.00
	Disability						40.600.00			== 00.40
5119.100	Retiree Costs Medical Insurance	93,441.00	.00	93,441.00	.00	.00	12,678.72	80,762.28	14	77,231.40
5122	Accrual Bank Payoff	.00	.00	.00	.00	.00	.00	.00.	+++	39,854.82
5199.130	Other Payroll Expenses Interfund Payroll Transfers	(183,282.00)	.00	(183,282.00)	.00	.00	(2,583.73)	(180,698.27)	1	(164,133.86)
5202.100	Operating Supplies General	21,721.00	.00	21,721.00	.00	.00	1,579.64	20,141.36	7	17,085.35
5204	Subscriptions and Code Books	.00	.00	.00	.00	.00	.00	.00.	+++	527.67
5209.101	Auto Fuel Expense Town Vehicles	73,000.00	.00	73,000.00	.00	.00	14,090.54	58,909.46	19	67,069.71
5213.100	Professional/Contract Services General	19,500.00	.00	19,500.00	.00	.00	206.68	19,293.32	1	22,939.59
5214.100	Repair and Maint Service General	800.00	.00	800.00	.00	.00	.00	800.00	0	747.65
5216.100	Communications General Services	8,683.00	.00	8,683.00	.00	.00	1,064.28	7,618.72	12	6,001.78
5217	Extradition/Transportation Expen	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	.00
5218.100	Advertising General	600.00	.00	600.00	.00	.00	.00	600.00	0	496.60
5220.100	Employee Development General	38,060.00	.00	060.00	1,538.00	.00	4,336.60	33,723.40	11	36,216.71
				42						



		Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	% used/	
Account	Account Description	Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
Fund <b>1010</b>	- General Fund									
EXPENSE										
Depart	ment 30 - Police									
Prog	gram 4520 - Police Operations									
5220.110	Employee Development Education Reimb MOU Program	4,950.00	.00	4,950.00	.00	.00	.00	4,950.00	0	550.00
5223.105	Meals and Refreshments Emergencies and Meetings	200.00	.00	200.00	.00	.00	43.49	156.51	22	159.01
5304	Furniture & Equipment	800.00	.00	800.00	.00	.00	.00	800.00	0	.00
5501	Debt Service Payment - Principal	193.00	.00	193.00	.00	.00	.00	193.00	0	.00
	Program <b>4520 - Police Operations</b> Totals	\$2,177,626.00	\$0.00	\$2,177,626.00	\$165,146.55	\$0.00	\$546,142.35	\$1,631,483.65	25%	\$2,237,187.96
Prog	gram 4530 - Public Safety Communications									
5101	Salaries - Permanent	352,969.00	.00	352,969.00	28,490.62	.00	85,956.48	267,012.52	24	366,773.91
5102	Salaries - Temporary	70,158.00	.00	70,158.00	4,072.63	.00	14,296.95	55,861.05	20	69,287.14
5103.102	Differential Pay Out of Class	.00	.00	.00	145.66	.00	440.16	(440.16)	+++	58.16
5103.105	Differential Pay Swing/Graveyard Shift	.00	.00	.00	675.61	.00	2,107.99	(2,107.99)	+++	317.30
5104	Wages - PS Holiday Pay	15,830.00	.00	15,830.00	1,372.42	.00	4,117.48	11,712.52	26	16,944.04
5105	Salaries - Overtime/FLSA	25,000.00	.00	25,000.00	5,451.84	.00	9,276.10	15,723.90	37	20,557.22
5106.101	Incentives & Admin Leave School Incentive	8,903.00	.00	8,903.00	890.98	.00	2,672.94	6,230.06	30	9,696.91
5109.100	Allowances Uniform Allowance	5,655.00	.00	5,655.00	511.56	.00	1,534.68	4,120.32	27	6,290.43
5111	Medicare	6,765.00	.00	6,765.00	528.84	.00	1,526.77	5,238.23	23	6,004.95
5112.101	Retirement Contribution PERS	40,631.00	.00	40,631.00	3,437.72	.00	10,364.03	30,266.97	26	41,897.85
5112.102	Retirement Contribution Social Security	.00	.00	.00	29.41	.00	149.68	(149.68)	+++	24.73
5113	Worker's Compensation	16,100.00	.00	16,100.00	1,114.20	.00	7,754.91	8,345.09	48	16,998.96
5114.101	Health Insurance M. D. & V.	97,493.00	.00	97,493.00	6,968.58	.00	20,897.74	76,595.26	21	99,630.59
5114.102	Health Insurance Dental	.00	.00	.00	926.36	.00	2,779.08	(2,779.08)	+++	.00
5114.103	Health Insurance Vision	.00	.00	.00	81.26	.00	243.78	(243.78)	+++	.00
5115	Unemployment Compensation	2,348.00	.00	2,348.00	262.62	.00	2,357.42	(9.42)	100	8,665.00
5116.101	Life and Disability Insurance Life & Disab.	4,064.00	.00	4,064.00	160.56	.00	481.68	3,582.32	12	4,073.83
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	197.32	.00	591.82	(591.82)	+++	.00
5119.100	Retiree Costs Medical Insurance	50,178.00	.00	50,178.00	.00	.00	5,353.08	44,824.92	11	28,873.12
5122	Accrual Bank Payoff	4,512.00	.00	4,512.00	.00	.00	.00	4,512.00	0	6,209.60
5202.100	Operating Supplies General	6,449.00	.00	6,449.00	.00	.00	171.72	6,277.28	3	2,415.25
5204	Subscriptions and Code Books	152.00	.00	152.00	.00	.00	144.00	8.00	95	144.00
5213.100	Professional/Contract Services General	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	2,715.82
5214.100	Repair and Maint Service General	31,965.00	.00	31,965.00	.00	.00	.00	31,965.00	0	31,965.00
5216.100	Communications General Services	23,000.00	.00	23,000.00	128.12	.00	4,253.29	18,746.71	18	25,406.74
5218.100	Advertising General	450.00	.00	450.00	.00	.00	.00	450.00	0	824.64
5220.100	Employee Development General	12,340.00	.00	12,340.00	.00	.00	575.00	11,765.00	5	6,284.83
5223.105	Meals and Refreshments Emergencies and Meetings	200.00	.00	200.00	.00	.00	.00	200.00	0	96.35
5501	Debt Service Payment - Principal	68,072.00	.00	68.072.00	468.14	.00	30,987.72	37,084.28	46	73,501.46
	Program 4530 - Public Safety Communications Totals	\$846,234.00	\$0.00	43 234.00	\$55,914.45	\$0.00	\$209,034.50	\$637,199.50	25%	\$845,657.83



		Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	% used/	
Account	Account Description	Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
Fund <b>1010</b>	- General Fund							'		
EXPENSE										
Departn	nent 30 - Police									
Progr	ram 4550 - Fleet Management									
5101	Salaries - Permanent	62,714.00	.00	62,714.00	4,700.80	.00	14,102.40	48,611.60	22	59,143.03
5106.100	Incentives & Admin Leave Administrative Leave	2,722.00	.00	2,722.00	.00	.00	.00	2,722.00	0	2,462.24
5109.100	Allowances Uniform Allowance	500.00	.00	500.00	41.66	.00	124.98	375.02	25	499.92
5109.102	Allowances Tool Allowance	1,000.00	.00	1,000.00	.00	.00	1,000.00	.00	100	1,000.00
5111	Medicare	971.00	.00	971.00	58.00	.00	193.88	777.12	20	788.83
5112.101	Retirement Contribution PERS	6,903.00	.00	6,903.00	522.00	.00	1,566.00	5,337.00	23	6,142.82
5113	Worker's Compensation	2,640.00	.00	2,640.00	146.04	.00	1,167.66	1,472.34	44	1,909.96
5114.101	Health Insurance M. D. & V.	15,218.00	.00	15,218.00	1,127.70	.00	3,381.06	11,836.94	22	15,042.40
5114.102	Health Insurance Dental	.00	.00	.00	119.26	.00	357.78	(357.78)	+++	.00
5114.103	Health Insurance Vision	.00	.00	.00	13.88	.00	41.64	(41.64)	+++	.00
5115	Unemployment Compensation	.00	.00	.00	25.60	.00	272.52	(272.52)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	631.00	.00	631.00	19.00	.00	57.00	574.00	9	596.99
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	32.72	.00	98.18	(98.18)	+++	.00
5119.100	Retiree Costs Medical Insurance	10,193.00	.00	10,193.00	.00	.00	1,518.04	8,674.96	15	8,920.30
5201.100	Office Supplies General	50.00	.00	50.00	.00	.00	.00	50.00	0	.00
5202.100	Operating Supplies General	250.00	.00	250.00	51.48	.00	242.64	7.36	97	436.21
5203.100	Repairs and Maint Supplies General	36,550.00	.00	36,550.00	282.89	.00	2,085.63	34,464.37	6	34,962.78
5204	Subscriptions and Code Books	400.00	.00	400.00	.00	.00	.00	400.00	0	.00
5209.101	Auto Fuel Expense Town Vehicles	1,500.00	.00	1,500.00	.00	.00	396.33	1,103.67	26	2,084.45
5210.100	Postage General	50.00	.00	50.00	.00	.00	.00	50.00	0	.00
5213.100	Professional/Contract Services General	3,300.00	.00	3,300.00	120.00	.00	295.00	3,005.00	9	2,250.25
5214.100	Repair and Maint Service General	22,000.00	.00	22,000.00	4,377.68	.00	10,941.53	11,058.47	50	20,004.17
5216.100	Communications General Services	840.00	.00	840.00	.00	.00	163.74	676.26	19	1,359.48
5220.100	Employee Development General	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	1,459.11
5501	Debt Service Payment - Principal	4,365.00	.00	4,365.00	.00	.00	2,183.01	2,181.99	50	4,366.02
	Program <b>4550 - Fleet Management</b> Totals	\$174,297.00	\$0.00	\$174,297.00	\$11,638.71	\$0.00	\$40,189.02	\$134,107.98	23%	\$163,428.96
	Department 30 - Police Totals	\$3,955,522.00	\$0.00	\$3,955,522.00	\$274,104.36	\$0.00	\$966,481.31	\$2,989,040.69	24%	\$3,984,259.55
Departn	nent 35 - Fire									
Progr	ram 4610 - Fire - Administrative									
5101	Salaries - Permanent	34,356.00	.00	34,356.00	1,646.40	.00	4,939.20	29,416.80	14	21,470.16
5102	Salaries - Temporary	.00	.00	.00	887.76	.00	2,663.28	(2,663.28)	+++	9,580.41
5111	Medicare	498.00	.00	498.00	40.53	.00	121.56	376.44	24	495.50
5112.101	Retirement Contribution PERS	3,227.00	.00	3,227.00	181.22	.00	543.66	2,683.34	17	2,778.16
5112.102	Retirement Contribution Social Security	.00	.00	.00	55.04	.00	165.12	(165.12)	+++	27.53
5113	Worker's Compensation	727.00	.00	727.00	40.44	.00	323.29	403.71	44	6,692.84
5114.101	Health Insurance M. D. & V.	3,123.00	.00	123.00	260.24	.00	780.72	2,342.28	25	3,122.88
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Fund 1010 - Ge  EXPENSE  Department  Program  5115		Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
EXPENSE  Department  Program  5115  5116.101  L  5116.102  L	: 35 - Fire									FIIOI Teal Total
Department Program  5115 L  5116.101 L  5116.102 L										
Program 5115 U 5116.101 L 5116.102 L										
5115 L 5116.101 L 5116.102 L	4610 - Fire - Administrative									
5116.101 L 5116.102 L										
5116.102 L	Unemployment Compensation	.00	.00	.00	17.89	.00	177.18	(177.18)	+++	399.77
	Life and Disability Insurance Life & Disab.	283.00	.00	283.00	11.40	.00	34.20	248.80	12	271.19
7110 100 7	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	11.46	.00	34.38	(34.38)	+++	.00
5119.100 F	Retiree Costs Medical Insurance	57,354.00	.00	57,354.00	201.01	.00	9,409.37	47,944.63	16	53,717.16
5119.120 F	Retiree Costs PERS 1959 Survivor Benefits	.00	.00	.00	.00	.00	.00	.00	+++	1,029.60
5201.100	Office Supplies General	1,000.00	.00	1,000.00	.00	.00	169.06	830.94	17	607.56
5202.100	Operating Supplies General	2,186.00	.00	2,186.00	.00	.00	46.09	2,139.91	2	859.36
5203.100 F	Repairs and Maint Supplies General	1,325.00	.00	1,325.00	271.06	.00	676.39	648.61	51	2,159.99
5204 S	Subscriptions and Code Books	500.00	.00	500.00	.00	.00	29.00	471.00	6	1,021.61
5209.101 A	Auto Fuel Expense Town Vehicles	100.00	.00	100.00	.00	.00	.00	100.00	0	.00
5210.100 F	Postage General	420.00	.00	420.00	.00	.00	45.00	375.00	11	465.66
5211.135 U	Utilities Water and Sewer	2,700.00	.00	2,700.00	.00	.00	424.23	2,275.77	16	2,515.46
5211.137 U	Utilities Electric and Gas	21,000.00	.00	21,000.00	.00	.00	2,960.75	18,039.25	14	18,526.26
5211.139 U	Utilities Propane	550.00	.00	550.00	.00	.00	53.90	496.10	10	523.45
5213.100 F	Professional/Contract Services General	5,130.00	.00	5,130.00	.00	.00	60.72	5,069.28	1	138,598.32
5214.100 F	Repair and Maint Service General	31,597.00	.00	31,597.00	430.84	.00	2,207.04	29,389.96	7	18,352.30
5215.100 F	Rents and Leases Miscellaneous	.00	.00	.00	.00	.00	.00	.00	+++	39.69
5215.106 F	Rents and Leases Copiers	6,600.00	.00	6,600.00	.00	.00	1,621.43	4,978.57	25	6,470.30
5216.100	Communications General Services	14,653.00	.00	14,653.00	517.74	.00	2,838.85	11,814.15	19	14,880.08
5219.100 F	Printing General	806.00	.00	806.00	.00	.00	.00	806.00	0	4.13
5220.100 E	Employee Development General	1,200.00	.00	1,200.00	.00	.00	.00	1,200.00	0	838.44
5223.105 N	Meals and Refreshments Emergencies and Meetings	150.00	.00	150.00	.00	.00	.00	150.00	0	261.95
5260 N	Miscellaneous	150.00	.00	150.00	.00	.00	.00	150.00	0	265.88
5303 I	Improvements	8,220.00	.00	8,220.00	.00	.00	.00	8,220.00	0	387.75
5304 F	Furniture & Equipment	6,589.00	.00	6,589.00	.00	.00	.00	6,589.00	0	2,053.02
5501	Debt Service Payment - Principal	10,831.00	.00	10,831.00	.00	.00	193.00	10,638.00	2	10,829.83
	Program <b>4610 - Fire - Administrative</b> Totals	\$215,275.00	\$0.00	\$215,275.00	\$4,573.03	\$0.00	\$30,517.42	\$184,757.58	14%	\$319,246.24
Program	4615 - Fire - EOC									
5202.100	Operating Supplies General	100.00	.00	100.00	.00	.00	.00	100.00	0	69.06
5203.100 F	Repairs and Maint Supplies General	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
5213.100 F	Professional/Contract Services General	120.00	.00	120.00	.00	.00	.00	120.00	0	304.00
5214.100 F	Repair and Maint Service General	12,000.00	.00	12,000.00	.00	.00	12,000.00	.00	100	12,000.00
5216.100	Communications General Services	3,783.00	.00	3,783.00	100.00	.00	731.31	3,051.69	19	3,779.64
5220.100 E	Employee Development General	.00	.00	.00	.00	.00	.00	.00	+++	99.00
5223.105 N	Meals and Refreshments Emergencies and Meetings	150.00	.00	150.00	.00	.00	.00	150.00	0	129.00
	Program <b>4615 - Fire - EOC</b> Totals	\$16,653.00	\$0.00	553.00	\$100.00	\$0.00	\$12,731.31	\$3,921.69	76%	\$16,380.70



		Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	% used/	
Account	Account Description	Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
Fund <b>1010</b> ·	- General Fund						'			
EXPENSE										
Departm	nent <b>35 - Fire</b>									
Progr	ram 4630 - Fire - Suppression									
5101	Salaries - Permanent	725,888.00	.00	725,888.00	106,333.46	.00	323,081.02	402,806.98	45	1,333,956.95
5103.102	Differential Pay Out of Class	.00	.00	.00	106.77	.00	639.93	(639.93)	+++	48.00
5104	Wages - PS Holiday Pay	13,644.00	.00	13,644.00	4,687.11	.00	12,294.58	1,349.42	90	86,229.76
5105	Salaries - Overtime/FLSA	73,536.00	.00	73,536.00	64,586.94	.00	193,316.98	(119,780.98)	263	437,481.20
5106.102	Incentives & Admin Leave Emergency Medical Tech	.00	.00	.00	660.00	.00	1,980.00	(1,980.00)	+++	.00
5106.103	Incentives & Admin Leave Team Pay	.00	.00	.00	3,685.05	.00	11,145.12	(11,145.12)	+++	1,699.53
5106.200	Incentives & Admin Leave Gym Reimbursement	3,420.00	.00	3,420.00	90.00	.00	1,170.00	2,250.00	34	5,130.00
5109.100	Allowances Uniform Allowance	10,945.00	.00	10,945.00	1,824.24	.00	5,472.72	5,472.28	50	21,890.88
5111	Medicare	11,729.00	.00	11,729.00	2,586.60	.00	7,652.25	4,076.75	65	26,430.36
5112.101	Retirement Contribution PERS	204,737.00	.00	204,737.00	31,392.34	.00	95,475.34	109,261.66	47	365,964.82
5113	Worker's Compensation	120,898.00	.00	120,898.00	13,045.38	.00	75,076.30	45,821.70	62	127,432.12
5114.101	Health Insurance M. D. & V.	157,576.00	.00	157,576.00	21,663.28	.00	64,965.04	92,610.96	41	282,897.83
5114.102	Health Insurance Dental	.00	.00	.00	2,421.30	.00	7,263.90	(7,263.90)	+++	.00
5114.103	Health Insurance Vision	.00	.00	.00	222.40	.00	676.64	(676.64)	+++	.00
5115	Unemployment Compensation	.00	.00	.00	1,198.76	.00	10,109.11	(10,109.11)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	4,092.00	.00	4,092.00	399.00	.00	1,235.00	2,857.00	30	8,184.00
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	252.00	.00	780.00	(780.00)	+++	.00
5119.100	Retiree Costs Medical Insurance	216,491.00	.00	216,491.00	.00	.00	36,373.93	180,117.07	17	203,179.06
5122	Accrual Bank Payoff	147,082.00	.00	147,082.00	7,995.60	.00	7,995.60	139,086.40	5	.00
5202.100	Operating Supplies General	24,899.00	.00	24,899.00	1,233.19	11,797.50	2,060.82	11,040.68	56	21,976.42
5203.100	Repairs and Maint Supplies General	11,280.00	.00	11,280.00	.00	.00	72.65	11,207.35	1	13,432.03
5204	Subscriptions and Code Books	700.00	.00	700.00	.00	.00	.00	700.00	0	43.00
5209.101	Auto Fuel Expense Town Vehicles	32,000.00	.00	32,000.00	.00	.00	7,289.85	24,710.15	23	28,514.86
5213.100	Professional/Contract Services General	1,259,588.00	.00	1,259,588.00	.00	.00	208.78	1,259,379.22	0	7,134.95
5214.100	Repair and Maint Service General	20,725.00	.00	20,725.00	.00	(1,487.50)	2,228.05	19,984.45	4	13,386.97
5216.100	Communications General Services	7,400.00	.00	7,400.00	144.63	.00	433.89	6,966.11	6	1,710.87
5219.100	Printing General	100.00	.00	100.00	.00	.00	.00	100.00	0	.00
5220.100	Employee Development General	5,340.00	.00	5,340.00	.00	.00	80.00	5,260.00	1	18,546.88
5223.105	Meals and Refreshments Emergencies and Meetings	1,000.00	.00	1,000.00	.00	.00	16.95	983.05	2	770.16
5269.135	Emergency Incident Costs Fire Related	2,000.00	.00	2,000.00	.00	.00	652.82	1,347.18	33	827.25
5304	Furniture & Equipment	31,086.00	.00	31,086.00	.00	.00	.00	31,086.00	0	17,870.06
5501	Debt Service Payment - Principal	73,108.00	.00	73,108.00	45,526.83	.00	50,414.49	22,693.51	69	136,764.47
	Program <b>4630 - Fire - Suppression</b> Totals	\$3,159,264.00	\$0.00	\$3,159,264.00	\$310,054.88	\$10,310.00	\$920,161.76	\$2,228,792.24	29%	\$3,161,502.43
Progr	ram 4640 - Fire - Volunteer Program									
5118	Volunteer Benefits	16,392.00	.00	16,392.00	.00	.00	4,042.20	12,349.80	25	11,415.09
5202.100	Operating Supplies General	2,000.00	.00	00.00	.00	.00	.00	2,000.00	0	.00
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		Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	% used/	
Account	Account Description	Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
Fund <b>1010</b>	- General Fund				,			'		
<b>EXPENSE</b>										
Departm	nent 35 - Fire									
Progr	ram 4640 - Fire - Volunteer Program									
5213.100	Professional/Contract Services General	5,000.00	.00	5,000.00	120.00	.00	240.00	4,760.00	5	5,515.51
5220.100	Employee Development General	1,010.00	.00	1,010.00	.00	.00	.00	1,010.00	0	140.00
	Program 4640 - Fire - Volunteer Program Totals	\$24,402.00	\$0.00	\$24,402.00	\$120.00	\$0.00	\$4,282.20	\$20,119.80	18%	\$17,070.60
	Department <b>35 - Fire</b> Totals	\$3,415,594.00	\$0.00	\$3,415,594.00	\$314,847.91	\$10,310.00	\$967,692.69	\$2,437,591.31	29%	\$3,514,199.97
Departm	nent 40 - Community Development									
Progr	ram 4720 - CDD Planning									
5101	Salaries - Permanent	102,051.00	.00	102,051.00	7,730.54	.00	25,795.12	76,255.88	25	131,036.10
5106.100	Incentives & Admin Leave Administrative Leave	2,352.00	.00	2,352.00	.00	.00	.00	2,352.00	0	3,573.90
5106.200	Incentives & Admin Leave Gym Reimbursement	108.00	.00	108.00	.00	.00	45.00	63.00	42	225.00
5107	Car Allowance/Mileage	1,128.00	.00	1,128.00	94.00	.00	366.00	762.00	32	2,792.00
5111	Medicare	1,530.00	.00	1,530.00	107.97	.00	363.03	1,166.97	24	1,972.99
5112.101	Retirement Contribution PERS	7,844.00	.00	7,844.00	600.10	.00	2,166.47	5,677.53	28	12,490.76
5113	Worker's Compensation	2,547.00	.00	2,547.00	141.58	.00	1,148.30	1,398.70	45	1,964.12
5114.101	Health Insurance M. D. & V.	13,394.00	.00	13,394.00	1,007.04	.00	3,622.36	9,771.64	27	19,063.35
5114.102	Health Insurance Dental	.00	.00	.00	89.96	.00	354.11	(354.11)	+++	.00
5114.103	Health Insurance Vision	.00	.00	.00	17.60	.00	61.67	(61.67)	+++	.00
5115	Unemployment Compensation	5,653.00	.00	5,653.00	47.66	.00	613.84	5,039.16	11	11,284.00
5116.101	Life and Disability Insurance Life & Disab.	968.00	.00	968.00	25.94	.00	95.49	872.51	10	1,221.22
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	53.83	.00	171.82	(171.82)	+++	.00
5119.100	Retiree Costs Medical Insurance	16,080.00	.00	16,080.00	76.63	.00	2,683.69	13,396.31	17	14,455.98
5122	Accrual Bank Payoff	.00	.00	.00	.00	.00	.00	.00	+++	11,727.49
5201.100	Office Supplies General	150.00	.00	150.00	.00	.00	.00	150.00	0	16.18
5202.100	Operating Supplies General	400.00	.00	400.00	214.45	.00	240.29	159.71	60	333.24
5209.101	Auto Fuel Expense Town Vehicles	1,800.00	.00	1,800.00	.00	.00	375.85	1,424.15	21	1,922.26
5210.100	Postage General	600.00	.00	600.00	.00	.00	.00	600.00	0	558.50
5213.100	Professional/Contract Services General	200.00	.00	200.00	.00	.00	.00	200.00	0	172.50
5214.100	Repair and Maint Service General	7,347.00	.00	7,347.00	.00	.00	7,147.34	199.66	97	6,018.81
5218.100	Advertising General	700.00	.00	700.00	.00	.00	.00	700.00	0	1,306.26
5220.100	Employee Development General	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	662.60
5501	Debt Service Payment - Principal	2,663.00	.00	2,663.00	.00	.00	290.00	2,373.00	11	13,740.10
	Program 4720 - CDD Planning Totals	\$168,515.00	\$0.00	\$168,515.00	\$10,207.30	\$0.00	\$45,540.38	\$122,974.62	27%	\$236,537.36
Progr	ram 4780 - CDD - Waste Management									
5101	Salaries - Permanent	21,204.00	.00	21,204.00	1,609.52	.00	4,828.58	16,375.42	23	20,602.78
5106.100	Incentives & Admin Leave Administrative Leave	600.00	.00	600.00	.00	.00	.00	600.00	0	571.82
5106.200	Incentives & Admin Leave Gym Reimbursement	79.00	.00	79.00	.00	.00	19.80	59.20	25	59.40
5107	Car Allowance/Mileage	288.00	.00	288.00	24.00	.00	72.00	216.00	25	384.00
				47						



		Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	% used/	
Account	Account Description	Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
Fund <b>1010</b>	- General Fund									
EXPENSE										
Departm	nent 40 - Community Development									
Progr	ram 4780 - CDD - Waste Management									
5111	Medicare	320.00	.00	320.00	22.14	.00	67.46	252.54	21	305.55
5112.101	Retirement Contribution PERS	2,777.00	.00	2,777.00	211.18	.00	633.59	2,143.41	23	2,702.62
5113	Worker's Compensation	224.00	.00	224.00	12.58	.00	99.88	124.12	45	164.52
5114.101	Health Insurance M. D. & V.	3,326.00	.00	3,326.00	230.64	.00	691.92	2,634.08	21	3,307.48
5114.102	Health Insurance Dental	.00	.00	.00	40.06	.00	120.18	(120.18)	+++	.00
5114.103	Health Insurance Vision	.00	.00	.00	3.88	.00	11.64	(11.64)	+++	.00
5115	Unemployment Compensation	.00	.00	.00	9.78	.00	100.58	(100.58)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	202.00	.00	202.00	7.60	.00	22.80	179.20	11	221.50
5116.102	Life and Disability Insurance Long Term/Short Term	.00	.00	.00	11.22	.00	33.52	(33.52)	+++	.00
5122	Disability Accrual Bank Payoff	.00	.00	.00	.00	.00	.00	.00	+++	1,105.26
5202,100	Operating Supplies General	100.00	.00	100.00	.00	.00	.00	100.00	0	85.05
5211.135	Utilities Water and Sewer	2,200.00	.00	2,200.00	.00	.00	413.60	1,786.40	19	2,332.49
5211.155	Program 4780 - CDD - Waste Management Totals	\$31,320.00	\$0.00	\$31,320.00	\$2,182.60	\$0.00	\$7,115.55	\$24,204.45	23%	\$31,842.47
	Department 40 - Community Development Totals	\$199,835.00	\$0.00	\$199,835.00	\$12,389.90	\$0.00	\$52,655.93	\$147,179.07	26%	\$268,379.83
Denartm	nent 45 - Public Works	Ψ133,033.00	ψ0.00	¥199,033.00	Ψ12,303.30	φ0.00	Ψ32,033.33	Ψ117,173.07	2070	Ψ200,57 3.03
	ram 4740 - Public Works - Engineering									
5101	Salaries - Permanent	11,054.00	.00	11,054.00	493.24	.00	2,070.62	8,983.38	19	21,981.98
5105	Salaries - Overtime/FLSA	.00	.00	.00	.00	.00	.00	.00	+++	254.54
5106.100	Incentives & Admin Leave Administrative Leave	183.00	.00	183.00	.00	.00	.00	183.00	0	165.60
5106.200	Incentives & Admin Leave Gym Reimbursement	4.00	.00	4.00	.00	.00	2.70	1.30	68	8.10
5107	Car Allowance/Mileage	.00	.00	.00	.00	.00	.00	.00	+++	156.00
5109.101	Allowances Boot Allowance	45.00	.00	45.00	.00	.00	96.00	(51.00)	213	.00
5111	Medicare	164.00	.00	164.00	8.02	.00	35.59	128.41	22	463.59
5112.101	Retirement Contribution PERS	1,080.00	.00	1,080.00	54.26	.00	227.82	852.18	21	2,301.40
5113	Worker's Compensation	967.00	.00	967.00	14.46	.00	317.35	649.65	33	5,124.96
5114.101	Health Insurance M. D. & V.	1,808.00	.00	1,808.00	69.38	.00	330.67	1,477.33	18	1,742.87
5114.102	Health Insurance Dental	.00	.00	.00	19.07	.00	91.20	(91.20)	+++	.00
5114.103	Health Insurance Vision	.00	.00	.00	.80	.00	3.93	(3.93)	+++	.00
5115	Unemployment Compensation	.00	.00	.00	3.53	.00	72,24	(72.24)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	121.00	.00	121.00	3.03	.00	14.51	106.49	12	185.51
5116.102	Life and Disability Insurance Long Term/Short Term	.00	.00	.00	3.42	.00	16.47	(16.47)	+++	.00
	Disability							` ,		
5119.100	Retiree Costs Medical Insurance	12,936.00	.00	12,936.00	.00	.00	2,124.14	10,811.86	16	12,719.75
5122	Accrual Bank Payoff	.00	.00	.00	.00	.00	.00	.00	+++	7,023.74
5201.100	Office Supplies General	200.00	.00	200.00	.00	.00	.00	200.00	0	10.52
5202.100	Operating Supplies General	850.00	.00	850.00	.00	.00	149.20	700.80	18	790.00
5203.100	Repairs and Maint Supplies General	100.00	.00	48 100.00	.00	.00	.00	100.00	0	.00
				1 TO						



		Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	% used/	
Account	Account Description	Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
Fund <b>1010</b>	- General Fund									
EXPENSE										
Departn	nent 45 - Public Works									
Prog	ram 4740 - Public Works - Engineering									
5204	Subscriptions and Code Books	.00	.00	.00	.00	.00	129.30	(129.30)	+++	.00
5210.100	Postage General	150.00	.00	150.00	.00	.00	.00	150.00	0	86.66
5213.100	Professional/Contract Services General	26,400.00	.00	26,400.00	150.00	.00	6,452.50	19,947.50	24	23,519.25
5214.100	Repair and Maint Service General	6,542.00	.00	6,542.00	.00	945.29	4,039.80	1,556.91	76	4,621.00
5216.100	Communications General Services	600.00	.00	600.00	.00	.00	7.08	592.92	1	13.38
5218.100	Advertising General	400.00	.00	400.00	.00	.00	.00	400.00	0	367.00
5219.100	Printing General	100.00	.00	100.00	.00	.00	1.00	99.00	1	.00
5220.100	Employee Development General	750.00	.00	750.00	.00	.00	.00	750.00	0	30.00
5223.105	Meals and Refreshments Emergencies and Meetings	50.00	.00	50.00	.00	.00	.00	50.00	0	10.70
5260	Miscellaneous	1.00	.00	1.00	.00	.00	.00	1.00	0	.00
5501	Debt Service Payment - Principal	2,470.00	.00	2,470.00	.00	.00	193.00	2,277.00	8	13,546.10
	Program 4740 - Public Works - Engineering Totals	\$66,975.00	\$0.00	\$66,975.00	\$819.21	\$945.29	\$16,375.12	\$49,654.59	26%	\$95,122.65
Prog	ram 4745 - Paradise Community Park									
5101	Salaries - Permanent	7,314.00	.00	7,314.00	548.16	.00	2,466.70	4,847.30	34	17,144.72
5103.101	Differential Pay On Call	.00	.00	.00	77.70	.00	426.90	(426.90)	+++	.00
5105	Salaries - Overtime/FLSA	.00	.00	.00	.00	.00	69.34	(69.34)	+++	72.57
5109.100	Allowances Uniform Allowance	60.00	.00	60.00	.00	.00	.00	60.00	0	.00
5109.101	Allowances Boot Allowance	.00	.00	.00	.00	.00	150.00	(150.00)	+++	.00
5111	Medicare	107.00	.00	107.00	10.33	.00	51.73	55.27	48	318.21
5112.101	Retirement Contribution PERS	812.00	.00	812.00	60.34	.00	271.52	540.48	33	1,660.73
5113	Worker's Compensation	930.00	.00	930.00	58.71	.00	574.27	355.73	62	1,765.52
5114.101	Health Insurance M. D. & V.	1,041.00	.00	1,041.00	86.74	.00	455.40	585.60	44	2,602.33
5115	Unemployment Compensation	.00	.00	.00	4.56	.00	87.26	(87.26)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	93.00	.00	93.00	3.80	.00	19.95	73.05	21	209.48
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	3.82	.00	20.01	(20.01)	+++	.00
5202.100	Operating Supplies General	2,050.00	.00	2,050.00	25.25	.00	159.34	1,890.66	8	2,210.22
5203.100	Repairs and Maint Supplies General	1,200.00	.00	1,200.00	(5.14)	.00	142.25	1,057.75	12	904.47
5211.135	Utilities Water and Sewer	2,500.00	.00	2,500.00	.00	.00	618.85	1,881.15	25	2,562.67
5211.137	Utilities Electric and Gas	2,300.00	.00	2,300.00	.00	.00	612.56	1,687.44	27	2,340.25
5214.100	Repair and Maint Service General	2,000.00	.00	2,000.00	(280.00)	.00	280.00	1,720.00	14	280.00
5216.100	Communications General Services	190.00	.00	190.00	.00	.00	31.16	158.84	16	184.12
5304	Furniture & Equipment	2,800.00	.00	2,800.00	.00	.00	.00	2,800.00	0	1,600.00
	Program 4745 - Paradise Community Park Totals	\$23,397.00	\$0.00	\$23,397.00	\$594.27	\$0.00	\$6,437.24	\$16,959.76	28%	\$33,855.29
Prog	ram 4747 - Public Facilities	420,007.00	40.00	420,007.00	75527	40.00	40,.07.21	420,303170	20.0	400,000.25
5203.100	Repairs and Maint Supplies General	2,400.00	.00	2,400.00	.00	.00	44.82	2,355.18	2	459.71
5211.135	Utilities Water and Sewer	4,000.00	.00	000.00	.00	.00	1,080.15	2,919.85	27	3,886.81
3222.133		.,500.00	.00	49		.00	2,000113	_,,,,,,,,	-/	3,000.01
				13						



Exclude Rollup Account

		Adopted	Budget	Amended	Current Month	YTD	YTD	Budget - YTD	% used/	
Account	Account Description	Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total
Fund <b>1010</b> -	- General Fund							'		
EXPENSE										
Departm	nent 45 - Public Works									
	Program 4747 - Public Facilities Totals	\$6,400.00	\$0.00	\$6,400.00	\$0.00	\$0.00	\$1,124.97	\$5,275.03	18%	\$4,346.52
	Department 45 - Public Works Totals	\$96,772.00	\$0.00	\$96,772.00	\$1,413.48	\$945.29	\$23,937.33	\$71,889.38	26%	\$133,324.46
	EXPENSE TOTALS	\$10,007,207.00	\$0.00	\$10,007,207.00	\$665,609.48	\$11,255.29	\$2,493,884.31	\$7,502,067.40	25%	\$10,242,694.16
	Fund 1010 - General Fund Totals									
	REVENUE TOTALS	9,846,031.00	.00	9,846,031.00	33,122.80	.00	60,670.90	9,785,360.10	1	9,893,322.20
	EXPENSE TOTALS	10,007,207.00	.00	10,007,207.00	665,609.48	11,255.29	2,493,884.31	7,502,067.40	25	10,242,694.16
	Fund 1010 - General Fund Totals	(\$161,176.00)	\$0.00	(\$161,176.00)	(\$632,486.68)	(\$11,255.29)	(\$2,433,213.41)	\$2,283,292.70		(\$349,371.96)
	Grand Totals									
	REVENUE TOTALS	9,846,031.00	.00	9,846,031.00	33,122.80	.00	60,670.90	9,785,360.10	1	9,893,322.20
	EXPENSE TOTALS	10,007,207.00	.00	10,007,207.00	665,609.48	11,255.29	2,493,884.31	7,502,067.40	25	10,242,694.16
	Grand Totals	(\$161,176.00)	\$0.00	(\$161,176.00)	(\$632,486.68)	(\$11,255.29)	(\$2,433,213.41)	\$2,283,292.70		(\$349,371.96)

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### TOWN OF PARADISE **Council Agenda Summary**

Date: October 9, 2012

Agenda No. 3e

**ORIGINATED BY:** Matt Gilbert Construction Inspector

**REVIEWED BY:** Lauren Gill, Assistant Town Manager

**SUBJECT:** South Libby Overlay Project

CIP 010.4903.9361

#### **COUNCIL ACTION REQUESTED:**

1. Approve the final quantities per the attached summary; AND

2. Accept the contract with Granite Construction Company as complete and authorize the Town Clerk to file a Notice of Completion with the County Recorder's Office with release of the retention following a 35-day lien period, provided no liens are filed.

**Background:** At the regularly scheduled Town Council meeting on March 6, 2012, the council accepted the Bid for the South Libby overlay project and awarded the contract to Granite Construction with a total contract amount of \$190,599.00.

Granite Construction started this project July 7, 2012 and completed the project within the allowable 60 calendar days as specified in the contract. The South Libby Overlay was approved as complete on July 26, 2012. All contract work on this project has been completed and inspected by the Town of Paradise Engineering staff. All payroll records are complete, and there are no outstanding issues or claims relative to this project.

The finished overlay product is a vast improvement to what was one of Towns worst roads. During this overlay project, we met with numerous residents in the immediate area and everyone appreciated the project.

**Discussion:** Item number R7 of the bid book (furnish & install shoulder backing) quantities had to be adjusted from the contracted quantity of 75 Tons to a total of 160.12 Tons. The final contract quantities, based upon actual quantities installed (load tickets). This contract item was adjusted to reflect actual installed quantities. The total contract cost, after adjustments and before change orders, are \$193,992.55

1

**Contract Change Order Summary:** There were two (2) contract change orders on this project totaling **\$2,420.00** 

Contract Change Order No. 1: Is a LS (lump sum) cost is \$950.00.

**Reason for Change Order No. 1:** A STOP AHEAD legend at the north end of the project needed to be reinstalled. The stop ahead legend was not included in the plans specs & estimates.

Contract Change Order No. 2: Is a per item or each. Cost is \$210.00 each.

**Reason for Change Order No. 2:** A total of seven (7) valve cans along the edge of the overlay were buried by newly place shoulder backing and required raising to be brought up to finish grade. At a total cost of \$1,470.00.

The total project construction cost, including change orders is \$196,412.55

Total payments requested & paid to the contractor \$186,412.55

Total retention remaining to be paid to the contractor \$9,820.63

**Financial Impact:** This project has a total 2011/2012 budget of \$475,000. The primary funding source for this project is Dif-Fund 51 \$425,000 and Prop 1-B, \$50,000.

After allowing for final invoices for materials testing, permits and other minor expenses, it is anticipated the total construction costs for FY 2012/13, including construction engineering will be \$238,447.18. The unused funds of approximately \$236,552.82 will remain in their individual fund accounts.

#### **Attachments:**

- A. Final Quantity Tabulation Sheet
- **B.** Contract Change Order Summary
- C. Contract Change Order No. 1
- D. Contract Change Order No. 2
- E. Invoice Inventory

2

### South Libby Overlay Project Field Quantities & Measurement for Payment

Town CIP Number 010.4903.9361

		Unit of Measure				Field Count	Unit of		Approved	Date
Item No.	Item Description	Unit Meas	Quantity	Unit Price	Amount	Quantity	Measure	Final Cost	Quantities	Reviewed
	Mobilization	EA	1	\$17,000.00	\$17,000.00	1	EA	\$17,000.00		8/7/2012
P2	Traffic control	EA	1	\$3,839.40	\$3,839.40	1	EA	\$3,839.40	OK	8/7/2012
P3	Furnish, install and maintain temporary sediment/erosion control BMPs	EA	30	\$25.00	\$750.00	0	EA	\$0.00	NA	
P4	Clearing and grubbing	EA	1	\$500.00	\$500.00	1	EA	\$500.00	_	8/7/2012
P5	Roadway excavation	EA	1	\$3,500.00	\$3,500.00	1	EA	\$3,500.00	OK	8/7/2012
R1	Furnish and install 1" Type 'A' asphalt concrete leveling course	TON	500	\$85.00	\$42,500.00	500.00	Ton	\$42,500.00	OK	8/7/2012
R2	Furnish and install 2" Type 'A' asphalt concrete overlay	TON	1,100	\$85.00	\$93,500.00	1,115.08	Ton	\$94,781.80	OK	8/7/2012
R3	Furnish and install 3/4" Class 2 aggregate base	TON	50	\$5.00	\$250.00	0	Ton	\$0.00	NA	
R4	Furnish and install Type 'A' asphalt concrete driveway/roadway conforms	TON	100	\$85.00	\$8,500.00	100	Ton	\$8,500.00	OK	8/7/2012
R5	Furnish and install gravel driveway/roadway conforms	TON	35	\$85.00	\$2,975.00	35	Ton	\$2,975.00	OK	8/7/2012
R6	Place Type E Asphalt Dike	LF	185	\$15.00	\$2,775.00	152	LF	\$2,280.00	OK	8/7/2012
R7	Furnish and install shoulder backing	TON	75	\$65.00	\$4,875.00	142.47	Ton	\$9,260.55	OK	8/7/2012
W1	Raise Water Valve to Grade	EA	15	\$275.00	\$4,125.00	13	EA	\$3,575.00	OK	8/7/2012
S1	Place Thermoplastic Stripe-Single Dashed 4" Yellow (Detail 2)	LF	3,862	\$0.80	\$3,089.60	3,851.00	LF	\$3,080.80	OK	8/7/2012
M1	Install Recessed Reflectors (Type D, 2-way reflective-yellow)	EA	100	\$22.00	\$2,200.00	90	EA	\$1,980.00		8/7/2012
M2	Install Recessed Reflectors-Fire Hydrant (Type D, 2-way reflective-Blue)	EA	10	\$22.00	\$220.00	10	EA	\$220.00	OK	8/7/2012
			Total F	Base Bid =	\$190,599.00	Constru	ction Total	\$193,992.55		
	Add a STOP AHEAD legend			\$950.00		1	LS	\$950.00	OK	8/7/2012
CCO#2	Raise water valve cans to Grade in the AB shoulder			\$210.00		7	EA	\$1,470.00	OK	8/7/2012
							CCO Total	\$2,420.00		
					Constru	ction Total	+ CCO's =	\$196,412.55		
						5% F	Retention =	\$9,820.63		
						Payn	nent Due =	\$186,591.92	Approved	Amount

#### **Summary List of Contract Change Orders (CCOs)**

for Town of Paradise; Pearson Road Park & Ride Project

<u>Contractor</u>: <u>Granite Construction</u> Contract No.: 510-20-43

Town CIP No. : 010.4903.9361

Award Date: 3/6/12 Liciense #: 3/29/12 Liquidated Damages To Date = NONE

Contractor Claims To Date = NONE

Date of Substantial Completion = Thursday, July 26, 2012 Date of Final Final Acceptance by Local Agency =

Preparation Date: 8/13/2012

Days	Added	CCO R	eference	CCO Date	CCO Description	CCO Cost of		Total CCO	Federal Participating Amount			Authorizations			
Ву	cco	Number	Item No.		CCO Description		em (\$)*	Cost (\$)		(\$)	(%)	Town	Date	Contractor	Date
	0		1	July 6, 2012	Added a STOP AHEAD legend	\$	950.00	\$ 950.00	\$	950.00	100%	Х	8/7/2012	Х	7/24/2012
	1		1	July 24, 2012	Added a max of 8 valve cans to be raised to grade. (7 cans were raised)		210.00	\$ 1,470.00	\$	210.00	100%	х	8/7/2012	х	7/24/2012

<b>Total Days</b>	
Added by	
CCO:	

Total CCO Costs to date\* = \$ 2,420.00 Contract Award Amount = \$ 190.599.00 10% of Contract Amount = \$ 19.059.90 Diff = \$ 16,639.90

Cost items in italics indicate Change Orders that are paid based on the amount of quantity used (e.g. tons of asphalt actually used). Therefore, these costs are estimates of the overall cost of work/quantities used.

<sup>\*</sup> Amounts shown as extra work may be reported as a supplemental expenditure on the final Detail Estimate.

lote: This is a living, or ongoing list and should be updated at the time CCOs for this project are approved. Last revised 4-20-11.



#### TOWN OF PARADISE

#### **PUBLIC WORKS DEPARTMENT**

5555 Skyway Paradise, CA 95969 Bus: (530) 872-6291, Fax: (530) 877-5059 www.townofparadise.com

#### **CONTRACT CHANGE ORDER**

#### **South Libby Overlay**

CIP No. 010.4903.9361

Contract Change Order No. 1

Contractor: <u>Granite</u>

Date: <u>7-6-2012</u>

#### **South Libby Overlay Project**

Reason for Contract Change Order?

Add STOP AHEAD legend.

Are proposed changes within the scope of the original contract?

Yes

Work to be performed by contractor:

Yes

Location/Limits of work:

South Libby Road (north end of project)

Time and time frame of work to be done:

To be performed on same day as yellow striping.

Contract work affected by CCO:

No

Number of additional days (specify calendar/working) to complete the project:

No additional days will be added to contract.

Total Cost for the CCO:

\$950.00

Payment Method (fixed fee, bid price, t&m, force account, etc.):

Lump sum

Item No.	Description of CCC work	Cost
1-1	Add a STOP AHEAD legend to the project.	\$950.00

By executing this change order, the Contractor has agreed to perform the work included in it at a total cost of **\$ 950.00** from owner.

Contractor

...

Dato

Town of Paradise

hate

BOB MIHAL

GRANITE CONSTRUCTION



#### **TOWN OF PARADISE**

#### PUBLIC WORKS DEPARTMENT

5555 Skyway Paradise, CA 95969 Bus: (530) 872-6291, Fax: (530) 877-5059 www.townofparadise.com

#### **CONTRACT CHANGE ORDER**

**South Libby Overlay** 

CIP No. 010.4903.9361

Contract Change Order No. 2

Contractor: Granite Construction

Date: 7-24-2012

#### **South Libby Overlay Project**

Reason for Contract Change Order?

8 G5 valve cans along the overlay in the aggregate shoulder need to be raised to finish grade.

Are proposed changes within the scope of the original contract?

Yes

Work to be performed by contractor:

Yes

Location/Limits of work:

South Libby Road in the AB shoulder area.

Time and time frame of work to be done:

Work to scheduled by contractor.

Contract work affected by CCO:

No

Number of additional days (specify calendar/working) to complete the project:

One (1) additional day will be added to contract.

Total Cost for the CCO:

\$210.00 each x 8 valve cans. Total cost= \$1680.00

Payment Method (fixed fee, bid price, t&m, force account, etc.):

Fixed price @ \$210.00 each. Total of 8.

Item No.	Description of CCC work	Cost
1-1	Raise 8 water valve cans to finish grade.	\$1680.00

Town of Paradise

By executing this change order, the Contractor has agreed to perform the work included in it at a total cost of **\$1680.00** from owner.

BOB MIHAL

GRANITE CONSTRUCTION

It Public Works (III) South Libby Constitution CO.

1 of 1

					1	nvoice I	nvento	ry				
South Libby Overlay I	South Libby Overlay Project							010.4903.93	361			
-	_	Invoice # Work Dates Amount  Contractor's # # Rcvd From To Total Retention Biller		Work Dates		Amount						
From	Dated			Billed	When Received?	Accounted for in which reimbursement invoice (#)	Deductions (\$)	Amount Paid (\$)				
L&L Surveying	June 14, 2011	5163	1			\$5,580.00	\$0.00	\$5,580.00	6/23/2011	9361	\$0.00	\$5,580.00
Advertising	February 3, 2012	4326370	1			\$396.58	\$0.00	\$396.58	2/21/2012	9361	\$0.00	\$396.58
Rolls Anderson & Rolls	February 27, 2012	Billing # 1	1	12/12/2011	1/15/2012	\$14,290.10	\$0.00	\$14,290.10	2/28/2012	9361	\$0.00	\$14,290.10
Rolls Anderson & Rolls	March 23, 2012	Billing # 2	2	1/16/2012	2/19/2012	\$2,828.35	\$0.00	\$2,828.35	3/26/2012	9361	\$0.00	\$2,828.35
Rolls Anderson & Rolls	April 16, 2012	Billing # 3	3	2/20/2012	3/31/2012	\$650.00	\$0.00	\$650.00	4/18/2012	9361	\$0.00	\$650.00
Lumos	June 26, 2012	83328	1	5/12/2012	6/8/2012	\$827.50	\$0.00	\$827.50	7/2/2012	9361	\$0.00	\$827.50
Rolls Anderson & Rolls	July 12, 2012	Billing # 4	4	6/1/2012	6/30/2012	\$100.00	\$0.00	\$100.00	7/18/2012	9361	\$0.00	\$100.00
Lumos	July 24, 2012	83494	2	6/9/2012	7/6/2012	\$3,807.50	\$0.00	\$3,807.50	7/30/2012	9361	\$0.00	\$3,807.50
Granite Construction	July 31, 2012	37607	1	7/1/2012	7/31/2012	\$196,412.55	\$9,820.63	\$186,591.92	8/6/2012	9361	\$0.00	\$186,591.92
Town Wages	August 16, 2012			7/1/2006	8/16/2012	\$11,509.60	\$0.00	\$11,509.60	8/16/2012	9361	\$0.00	\$11,509.60
Rolls Anderson & Rolls	August 13, 2012	Billing # 5	5	7/1/2012	7/31/2012	\$250.00	\$0.00	\$250.00	8/13/2012	9361	\$0.00	\$250.00
Lumos	August 21, 2012	83662	3	7/7/2012	8/3/2012	\$1,795.00	\$0.00	\$1,795.00	8/27/2012	9361	\$0.00	\$1,795.00
								\$0.00				\$0.00
								\$0.00				\$0.00
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Total Paid \$228,626.55
Retention \$9,820.63
Total to be Paid \$238,447.18
Funding Amount \$475,000.00
Unused Funds \$236,552.82

#### TOWN OF PARADISE

Council Agenda Summary Date: October 9, 2012

<b>AGENDA</b>	NO.
	110.

**ORIGINATED BY:** Lauren Gill, Assistant Town Manager

**SUBJECT:** DETERMINATION WHETHER TO HOLD THE TOWN OF PARADISE'S

 $6^{\mathrm{TH}}$  ANNUAL CHRISTMAS TREE LIGHTING EVENT AT THE PARADISE COMMUNITY PARK ON SATURDAY, DECEMBER 1, 2012

#### **COUNCIL ACTION REQUESTED:**

- 1. Approve Saturday, December 1, 2012 at 6pm as the date and time for the Town of Paradise's sixth annual Christmas Tree Lighting Ceremony/Food Drive at the Paradise Community Park
- 2. Not approve this event.

#### **BACKGROUND:**

The Town Council will recall that for the last five years our Town has held an annual Christmas Tree Lighting Ceremony early in December at the Paradise Community Park.

We are again proposing to hold this event in conjunction with the Christmas Truck Parade of Lights Canned Food Drive. The Town would promote the canned food drive by advertising both print and Town radio, and having food donations bins placed at the park and at Town Hall. The Christmas Truck Parade of Lights would drive past the park starting at Izzy's, taking Pearson to Skyway, up Skyway, turning around at Holiday Market parking lot, then back down, returning to the Izzy's parking lot. Canned food drop off bins will be located at Izzy's, as well as other supermarkets and businesses around Town, Town Hall and at the Paradise Community Park.

#### FINANCIAL IMPACT:

Last year this event cost approximately \$735.00 which included print advertising, refreshments and supplies taken from a fund that had been collected from a previous July 4<sup>th</sup> event. We currently have a balance in that fund of \$184.20. This year we plan not to exceed the balance in that account by not buying local newspaper advertising and promoting this free community event using Town Radio, Town Website, Town Facebook, PRPD Message Signage, Chamber of Commerce and soliciting local newspapers and radio stations to fun free publicity stories. Additionally, several members of Town staff have agreed to volunteer to shop for, set up, man the refreshment table and break it down. The sound system and entertainment are being donated, as well as a special price given the Town by Safeway for the cookies.



#### Town of Paradise Council Agenda Summary Date: October 9, 2012

Agenda Item: 7a

Originated by: Rob Cone, Interim Fire Chief

**Reviewed by:** Gina Will, Finance Director

Dwight Moore, Town Attorney

Chuck L. Rough, Jr., Town Manager

**Subject:** Volunteer Firefighter Program

#### **Council Action Requested:**

Adoption of Paradise Fire Department Procedural Directive 6.3 – Volunteer Firefighter Program.

#### **Alternatives:**

The previous Paradise Fire Department Volunteer Fire Fighter Program is outlined in Directives 6.3. Said Directive is outdated and inaccurate. The alternative is to leave the outdated information in place giving rise to confusion about the program, and its requirements and benefits.

#### **Background:**

Adoption of the proposed Procedural Directive 6.3 is requested. This directive replaces previous Directive 6.3. The current Volunteer Fire Program Procedural Directive 6.3 was drafted in 2004 outlining requirements, responsibilities and benefits for volunteer firefighter staff that were in effect at that time. Eight (8) years hence, updates and modifications are in order.

#### Discussion:

The Volunteer Firefighter Program under Procedural Directive 6.3 has been updated and modified within the new, proposed Procedural Directive 6.3.

Working together, Volunteer President Dan Ramos, Jr. and the Interim Fire Chief have revised the Directive for updating the information and providing clarity to the requirements, appointment procedure, clothing requirements, benefit structure, standards, and procedures and are outlined in the attached "Exhibit A".

This Directive has no effect on the impending CalFire contract. Benefits rendered to the Volunteer Firefighters will continue to be financed by the Town of Paradise with supervision of the organization being rendered by CalFire.

#### **Conclusion:**

Paradise Fire & Rescue is a combination paid and volunteer department. Our volunteers are critical to the strength and success of the department and the service they provide to the community. This vital component to the department consisted of thirty (30) volunteers in 2006, and a mere ten (10) today. In anticipation of recruiting new volunteers, clear, concise and current information outlining the program and its requirements are needed and outlined in the proposed Paradise Fire Department Procedural Directive 6.3 – Volunteer Firefighter Program.

#### **Fiscal Impact Analysis:**

There is no fiscal impact in adopting the proposed directive.

#### PARADISE FIRE DEPARTMENT

#### PROCEDURAL DIRECTIVE

#### **VOLUNTEER FIREFIGHTER PROGRAM**

#### **DIRECTIVE NO. 6.3**

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#### PARADISE FIRE DEPARTMENT

DIRECTIVE NO. <u>6.3</u> DATE: <u>9/17/12</u>

#### **VOLUNTEER PROGRAM**

#### **PURPOSE**

The purpose of this volunteer program is to provide a cost effective program of staffing resources to augment career staff for emergency and non-emergency events as deemed necessary by the emergency response matrix or an authorized officer of the Paradise Fire Department.

#### **POLICY**

This policy will detail the minimum requirements, appointment procedures, training standards, response standards, pay and benefit structure, and support members, for current and future Volunteer members.

#### I. Minimum Volunteer Firefighter Requirements

- A. Must be a minimum of 18 years of age. Must possess a high school diploma or have passed the General Education Development (GED) test, at a minimum.
- B. Must be able to pass a medical examination (pre-appointment), and a background investigation. Failure to pass the annual medical examination or have a category "A" or "B" condition pursuant to NFPA 1582 will be cause for changing your ability to participate in areas identified as immediate danger to life or health (IDLH) and/or removal from the program.
- C. Must reside within the Town limits of the Town of Paradise.
- D. Must complete Town of Paradise volunteer firefighter application.
- E. Must possess a valid, unrestricted class "C" driver's license issued by the State of California Department of Motor Vehicles. Said license must be maintained throughout the term of service.
- F. Must submit verification of automobile insurance on responding personal automobile including, but not limited to public liability and property damage at the rate of \$100,000/\$300,000. Must maintain current insurance information on file with the Town of Paradise Human Resources Department at all times.

- G. Must have the ability to learn firefighting techniques and to follow written and oral directions.
- H. Must have the ability to comprehend and comply with Fire Department rules and regulations.
- I. Must be able to work harmoniously with other employee.
- J. Must be able to react quickly and calmly in emergency situations.

#### II. Appointment Procedure

- A. Applications will be reviewed and those meeting the minimum qualifications will be invited to the next phase in the process. A balance shall be maintained between career minded applicants and community service minded applicants.
- B. Interviews will be conducted of the most qualified candidates. The review board may include the Fire Chief or his/her designate (1), the volunteer lieutenants (2), and a volunteer firefighter (1), for a maximum of four board members.
- C. A background investigation and verification will be conducted on the most qualified candidates to include a credit check, LiveScan, and will be subject to the DMV Pull Program.
- D. The most qualified candidates will have a complete medical evaluation in accordance with the requirements of NFPA 1582. Candidates must pass this portion of the requirements to be permitted to operate in the immediate danger to life or health environment. Support volunteer candidates refer to Section VII, D below.
- E. Must successfully pass training modules which correlate to the position the candidate has applied for.
- F. Must successfully pass a 12-month probationary period. The review board shall monitor performance and participation levels of a Volunteer Firefighter.
- G. A Volunteer Firefighter may request a leave-of-absence from the Fire Chief for not more than three consecutive months. This leave-of-absence shall be re-evaluated by the Fire Chief after that time and extensions may be approved or denied. All fire department equipment shall be turned in to the department while on leave-of-absence.

#### III. Professional Clothing and Personal Protective Equipment

A. Appropriate Personal Protective Equipment (PPE) will be issued to a Volunteer Firefighter prior to attendance of corresponding training modules. Duty boots can be purchased with the \$150.00 stipend provided upon successful completion of service.

This equipment will be furnished by the Fire Department and at the Fire Department expense. All Volunteer Firefighters shall be responsible for the care and safekeeping of all PFD tools and equipment. They shall sign for and agree to return all personal items issued when terminated or on leave-of-absence. Items of clothing considered part of the uniform shall only be work on-duty or while representing Paradise Fire & Rescue.

- B. No personal gear will be permitted to be worn by a Volunteer Firefighter unless first authorized by the Fire Chief.
- C. Upon completion of the support responder module, a Volunteer Firefighter will be issued a department pager.
- D. Upon completion of the 12 month probationary period, Volunteer Firefighters will receive one Class B uniform as listed below along with a badge:
  - a. 1 Class B shirt
  - b. 2 T-Shirt
  - c. 1 Pants
  - d. 1 Belt
  - e. 1 Name plate
- E. It is the Volunteer Firefighter's responsibility to ensure that his/her gear is safe and secure at all times. Lost or stolen gear may be required to be replaced at the Volunteer Firefighter's expense.
- F. The Volunteer Firefighter shall not be in or near any fire station, or respond to any alarm if he/she is under the influence of any substance that would impair or alter performance in any manner, including, but not limited to alcohol, doctor prescribed medication(s) and/or illegal substances.
- G. The Volunteer Firefighter shall not enter into agreements with any other emergency service which may cause a conflict of responsibility in the event of an emergency unless approved by the Fire Chief.

#### IV. Stipend and Benefits Structure

A. Volunteer Firefighters will be covered under the Town of Paradise Workers' Compensation Plan.

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- B. Volunteer Firefighters will be enrolled and receive a Length of Service benefit (retirement) for each year that the member met their full obligation of training and responses (Minimum 10 years to receive/vesting).
- C. Volunteer Firefighters will be provided life and accidental death and dismemberment insurance through California State Firefighters Association (CSFA).
- D. Volunteer Firefighters will be provided membership paid by the Town of Paradise to the California State Firefighters Association (CSFA).
- E. Volunteer Firefighters will be given a stipend of \$7.00 per call and \$10.00 per drill/training class.

#### V. Training Requirements/Standards

- A. Volunteer Firefighters must attend training and drills as scheduled by the Fire Department. Training and drills usually occur on the third and fourth Tuesday of every month from 1900 hours until 2100 hours and an occasional Saturday full-day exercise. Absences from training may occur with prior approval from the Fire Chief or designee. In no case will less than 50% (roughly 12 drills out of 24) of non-attendance at drills be permitted. Permitted absences are usually considered for vacation, sick leave, or family emergencies, unless there is some other precipitating event.
- B. Leave absences for seasonal employment will be considered; provided, however, if a number of the Volunteer Firefighters are leaving for seasonal opportunities, the Town reserves the right to deny or release the Volunteer Firefighters to ensure that the Town has an adequate augmented staffing plan to support responses locally.
- C. Drills and training missed by a Volunteer Firefighter may be made up by and at the discretion of the instructor as time permits. This should be the exception and not the rule.
- D. Training outside of the Volunteer program may be paid by the Town if the training is in line with the requirements and function of your position as a Volunteer Firefighter and funds are available. Any such training must first be approved by Training Battalion beforehand.
- E. Prior to responding to medical emergencies, Volunteer Firefighters must complete a first responder EMS course and have a valid CPR card.

#### VI. Response Standards

- A. Volunteer Firefighters shall respond to a minimum of 50% of all staffing, call backs and emergency responses dispatched for the same. Failure to meet the 50% requirement can be grounds for dismissal from the program.
- B. Volunteer Firefighters must adhere to all traffic laws while responding to any emergency or non-emergency event. Failure to do so will result in disciplinary action up to and including being released from the program.
- C. Volunteer Firefighters must respond with all appropriate gear and upon arrival to the emergency or non-emergency event report to the Incident Commander or Chief Officer overseeing staffing. Free lancing on the emergency ground will not be tolerated.
- D. If responding to emergency events in a personal vehicle, once a Volunteer Firefighter arrives at a scene he/she must place the vehicle out of the path of travel of incoming emergency response vehicles.
- E. Responses on strike teams will be permitted as long as the Volunteer Firefighter meets all of the criteria and certifications for such responses. Volunteer Firefighters will be paid according to CalEMA rates.

#### VII. Volunteer Support Firefighters

- A. Volunteer Firefighters who provide support must attend drills, training, and responses as set forth in this policy.
- B. Volunteer Firefighters in support positions play a vital role in supporting incidents or assisting with administrative duties during times of call-back or non-emergency events. Such roles may be one or more of the following: Accountability Officer; Documentation; Scene Photographer; Rehab; or similar type of operations that support the department's need.
- C. Volunteer Firefighters in support positions are compensated as described in Section IV, F above.
- D. Special training may be provided to Volunteer Firefighters during regular drill nights and different from those engaged in the immediate danger to life or health environment. This training will be specific to support roles. If training is not for support personnel their familiarity on the emergency ground is vital to them supporting it. Therefore, they will monitor and observe the training and participate as directed by the instructor. In no case shall a support member be asked to engage any activities that are within the immediate danger to life or health environment.

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#### VIII. Sign-In Procedures After a Call Back/Special Alarm

- A. Volunteer Firefighter sign-in procedures after a call-back or special alarm shall be as follows:
  - 1. Sign-in shall be at Station 1, and is done by filling out a time claim sheet.
  - 2. The Volunteer shall assist in placing the involved engine(s) back into service as directed by the engine Captain(s).
  - 3. Each Volunteer is responsible for time claim verification by the shift Captain.
- B. No Volunteer Firefighter shall leave the scene of an emergency without the permission of the Incident Command (IC). If excused, they are still responsible for filling out their time claim for credit and reimbursement.

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### **Exhibit A**

2004 Procedural Directive 6.3	Proposed 2012 Procedural Directive 6.3
- Previous Standard -	- Changes only -
REQUIREMENTS	MINIMUM REQUIREMENTS
Meet physical standards via physician or physical agility exam by	Pre-appointment medical examination in accordance with NFPA
training officer	1582
	Background investigation: Credit check, LifeScan and DMV Pull
Credit check and police record check	Program
	Reside in Town limits
	Verifiable auto insurance public liability and property damage at
Verifiable state minimum auto insurance	least \$100,000/\$300,000
	Ability to learn firefighting techniques and follow all directions
	Ability to comprehend and comply with dept rules/regs
	Ability to work harmoniously with others
	Ability to react quickly and calmly in emergency situations
APPOINTMENT PROCEDURE	APPOINTMENT PROCEDURE
	Qualified applicants invited to next phase - balancing career-minded
	and community service-minded applicants
	Most qualified applicants interviewed. (Review Board listed.)
PROFESSIONAL CLOTHING AND PERSONAL PROTECTIVE EQUIPMING	ENTS - Not previously addressed. Outlines provisions and
requirements.	
TRAINING STANDARDS	TRAINING REQUIREMENTS (STANDARDS
TRAINING STANDARDS	TRAINING REQUIREMENTS/STANDARDS
Fire science training to be approved by chief. Incentives.	(No longer applicable)
Completion of 16 hour basic ops, 8 hours orientation prior to	Successful completion of training modules correlating to position
responding to emergencies	applied for
	Descripted attacked as a standard by the initial and delillaged as a second
	Required attendance at monthly trainings, drills and responses
	Outside training may be paid by Town if appropriate and approved
	Adherence to all traffic laws required
	Must respond with all appropriate gear and report to Incident
	Commander
1	

### Exhibit A

2004 Procedural Directive 6.3	Proposed 2012 Procedural Directive 6.3
- Previous Standard -	- Changes only -
	Personal vehicles must be out of the path of emergency response
	vehicles
	Strike team responses okay only with appropriate certifications
BENEFITS	STIPEND AND BENEFIT STRUCTURE
Workers' compensation supplemental program	Coverage by Town workers' compensation plan
(Membership provided by not previously delineated)	Membership in California State Firefighters Association paid
Stipend of \$4.25 per call and \$10.00 per drill	Stipend of \$7.00 per call and \$10.00 per drill/training class
Sleeper status outlined	(No longer applicable)
MINIMUM RESPONSE REQUIREMENTS	RESPONSE STANDARDS
If response is less than 6 in 1/2 year, evaluation in order. Less	
than 55% quarterly subject to dismissal	50% response required. Failure may be grounds for dismissal
Make up attendance available on Saturday	Make up requirements at discretion of instructor
SIGN IN PROCEDURES AFTER CALL BACK/SPECIAL ALARM	SIGN-IN PROCEDURES AFTER A CALL BACK/SPECIAL ALARM
If hose laid, sign-in at Station 1, otherwise any station	Sign in at Station 1
	Assist in placing engine(s) back into service as directed

#### TOWN OF PARADISE COUNCIL AGENDA REPORT DATE: OCTOBER 9, 2012

AGENDA NO. 7a

**ORIGINATED &** 

REVIEWED BY: Charles L. Rough, Jr., Town Manager Dwight L. Moore, Town Attorney

SUBJECT: RECOMMENDED ADOPTION OF RESOLUTION NO. \_\_\_\_\_, A
RESOLUTION OF THE TOWN OF PARADISE TOWN COUNCIL
APPROVING A PERSONNEL SERVICES CONTRACT AGREEMENT
WITH THE STATE OF CALIFORNIA DEPARTMENT OF FORESTRY
AND FIRE PROTECTION (CAL FIRE)

#### **COUNCIL ACTION REQUESTED:**

Recommended adoption of Resolution No.\_\_\_\_, a resolution of the Town of Paradise approving a personnel services contract agreement, from November 1, 2012 through June 30, 2017, with the State of California Department of Forestry and Fire Protection (CAL FIRE); and authorizing the Mayor, on behalf of the Town of Paradise, to execute the contract agreement.

#### **BACKGROUND:**

The Town Council will recall that it has already rendered two decisions preliminary to tonight's recommended approval of an actual personnel services contract with the State of California Department of Forestry and Fire Protection (CAL FIRE).

On June 20, 2012, the Town Council unanimously decided to go forward with a 4 ½ year personnel services contract with CAL FIRE based on Alternative #3 in the January 2012 CAL FIRE proposal. This contract would ostensibly start on January 1, 2013, depending on several additional decisions by the Town Council.

The first was the successful negotiation of a Transitional Memorandum of Understanding (MOU) between the Town of Paradise and the Paradise Firefighter's Association. This MOU agreement was subsequently ratified by the Town Council on September 11, 2012.

The second is this evening's recommended personnel services contract agreement between the Town of Paradise and the State of California Department of Forestry and Fire Protection (CAL FIRE).

This recommended contract agreement identifies the start date as November 1, 2012 and running through June 30, 2017. However, the actual start date and implementation of the contract will be accomplished in two stages.

The first stage, which will occur around November 1, 2012, will actually involve the switchover from the Town's dispatch of Town emergency medical or fire calls to CAL FIRE's ECC Command Dispatch Center. This is being done prior to the changeover of our fire personnel to state service to allow time for both our own dispatch personnel and our fire personnel to properly train and familiarize themselves with the CAL FIRE's dispatch protocols, procedures, and system before the full transition of fire personnel takes place.

The second stage, which might start later in November, or in December, 2012, will involve the actual transition of our fire personnel to CAL FIRE, and CAL FIRE assuming contracted responsibility for the Town of Paradise.

The cost (for one dispatcher) for any switchover of dispatch operations that might possibly precede November 1, 2012 would be borne entirely by CAL FIRE. The cost for a switchover of dispatch operations (for one dispatcher), between November 1, 2012 through December 31, 2012, would be split 50/50 between the Town and CAL FIRE.

Even though the cost of the contract agreement reflects the period of November 1, 2012 through June 30, 2013, and excluding the above explanation, the actual billing for the bulk of contracted services with CAL FIRE will reflect the date when the actual, full implementation of the contract starts, which could be anywhere from November 1 to December 31. These costs identified in the State contract appear to be line with our original estimates that we've previously shared with the Council, and also reflect changes CAL FIRE made from further input by our finance director.

Other highlights of the contract agreement, as submitted, include:

- 1. The Town reserves the right to adjust levels of service from one contract year to another.
- 2. Either party must provide the other with a one- year notification if they intend to terminate the contract.
- 3. Exhibit E identifies that CAL FIRE will hire our Town of Paradise fire personnel, specifies the agreed to level of contracted service, including command structure, station coverage, including during Amador period, contracted dispatch services, continuation of the Town Fire Volunteer Program, continuation of Town fire marshal services, and Town-retained ownership and maintenance of fire stations, apparatus and equipment.

Once this contract agreement is approved and executed, all transitional administration, operations preparation (some of which are already underway), and personnel orientation will commence. Also, the Town should learn soon concerning the final determination by CAL FIRE as to the rank-to-rank part of the transition. The only remaining agreement between the Town and the State that remains outstanding after tonight's action is the ten-year, low interest loan

### **Council Agenda Report**

-3-

agreement for the retiree medical pay-out. We should have this agreement to the Town Council for your consideration in short order.

#### **FISCAL IMPACT ANALYSIS:**

(see attached)

#### Fiscal Impact Analysis:

At the time of adoption of the final 2012/13 operating and capital budget, the Town had assumed that effective January 1, 2013, the Town would contract with CAL FIRE for fire personnel services. While this basic assumption holds true and has been presented in this report, some of the finer details and underlying assumptions have been modified as a result of the discussions with the Paradise Firefighters Association (PFA) and further evaluation. The following table shows the numbers represented in the adopted 2012/13 budget compared to modified numbers based on current assumptions and agreement with PFA. It is important to note that even these most recent estimates are likely to change if the assumed date of transition changes and as personnel use and earn accruals. Staff will recommend an official adjustment to the budget at the time of the CAL FIRE contract signature and transition.

Account	Description	2012/13 Adopted Budget	Current Estimated Costs 08/30/12	(Savings)/ Additional Costs
1010.35.4630.5213.100	CAL FIRE Personnel Service Contract	\$1,256,088	\$1,256,088	\$0
1010.35.4630.5122	Accrual Bank Payoff	\$147,082	\$144,919	(\$2,163)
1010.35.4630.5202.100	Uniform Allowance	\$5,500	\$11,000	\$5,500
Totals		\$1,408,670	\$1,412,007	\$3,337

Further, at the time the CAL FIRE proposal was presented to Town Council, staff estimated that the costs associated with retiree medical transition costs could be as much as \$823,126 and debt service on the 10 year note financed by CAL FIRE was estimated at \$85,284. Through collaboration and agreement with PFA those estimates have currently been revised to \$793,114 with amortized annual costs over 10 years of \$81,288. Therefore, total transitional costs are estimated at \$949,033 broken down as follows:

Accrual Bank Payoff	encommonwealth of the second
Uniform Allowance	\$11,000
Retiree Medical Service Credit Purcha	se \$793,114

Finally, staff estimates that savings and enhanced services will be achieved by contracting with CAL FIRE for personnel services this fiscal year. The estimated savings; however, is based on comparing the current proposed CAL FIRE contract with fire department staffing as it currently exists. Please note that the service levels proposed and associated costs may be fine-tuned as the contract is finalized, and the Town can no longer afford the Fire Department personnel staffing model as it currently exists. Following is the estimated savings within the confines of these parameters for the 4 and ½ year contract as proposed:

Fiscal Year 2012/13 \$125,725
Fiscal Year 2013/14 \$235,244
Fiscal Year 2014/15 \$250,194
Fiscal Year 2015/16 \$236,075
Fiscal Year 2016/17 \$220,370

## TOWN OF PARADISE RESOLUTION NO. 12-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE APPROVING THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE FOR SERVICES FROM NOVEMBER 1, 2012 TO JUNE 30, 2017, CONTRACT 2CA01941

**WHEREAS,** in response to Town of Paradise request for proposal, the California Department of Forestry and Fire (CAL FIRE) has submitted a proposal to provide fire protection service to the Town of Paradise; and

**WHEREAS**, Town Council has reviewed the provisions of the proposal from CAL FIRE and determined that it is in the best interest of the Town to enter into an agreement based on the proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE as follows:

**Section 1.** Town Council does hereby approve the attached agreement with the California Department of Forestry and Fire Protection (CAL FIRE) dated November 1, 2012 through June 30, 2017. This agreement provides Fire Protection Services during t<sup>i</sup>he State fiscal year 2012/2013 through fiscal year 2016/17.

<u>Section 2.</u> The Town Mayor is authorized to execute agreement on behalf of the Town of Paradise.

<b>PASSED AND ADOPTED</b> by the Paradise County of Butte, State of California, on this day or	•
AYES:	
NOES:	
ABSENT:	
NOT VOTING:	
	Steve "Woody" Culleton, Mayor
ATTEST: A	PPROVED AS TO FORM:

DWIGHT L. MOORE, Town Attorney

JOANNA GUTIERREZ, Town Clerk

#### -- CERTIFICATION OF RESOLUTION--

ATTEST:
I, Joanna Gutierrez, Town Clerk of the Town of Paradise, California do hereby certify that this is a true and correct copy of the original Resolution No. 12
WITNESS MY HAND OR THE SEAL OF THE TOWN OF PARADISE, on this day of October, 2012.
Joanna Gutierrez, Town Clerk Town of Paradise

#### FIRE PROTECTION REIMBURSEMENT AGREEMENT AGREEMENT NUMBER 2CA01941 ,LG-1 REV. 03/2012 REGISTRATION NUMBER: 1. This Agreement is entered into between the State Agency and the Local Agency named below: STATE AGENCY'S NAME California Department of Forestry and Fire Protection - (CAL FIRE) LOCAL AGENCY'S NAME Town of Paradise November 1. June 30, 2017 through 2. The term of this Agreement is: 2012 3. The maximum amount of this \$ 1,756,845.00 for FY 12/13 Agreement is: One Million, Seven Hundred Fifty-Six Thousand, Eight Hundred Fourty-Five and No Cents for FY 12/13 4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement. Exhibit A - Scope of Work - Includes page 2 (contact page) in count for Exhibit A pages Exhibit B - Budget Detail and Payment Provisions pages Exhibit C - General Terms and Conditions pages Exhibit D - Additional Provisions pages Exhibit E - Description of Other Services 2 pages IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto. LOCAL AGENCY California Department of General Services Use Only LOCAL AGENCY'S NAME Town of Paradise DATE SIGNED(Do not type) BY (Authorized Signature) PRINTED NAME AND TITLE OF PERSON SIGNING Steve "Woody" Culleton, Mayor ADDRESS 5555 Skyway, Paradise, Ca 95969 STATE OF CALIFORNIA AGENCY NAME California Department of Forestry and Fire Protection BY (Authorized Signature) DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

Clare Frank, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

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## EXHIBIT A COOPERATIVE FIRE PROGRAMS FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:

**Butte Unit** 

Local Agency:

Town of Paradise

Name:

George W. Morris Jr.

Name:

Chuck Rough

Phone:

530-538-7111

Phone:

530-872-6987

Fax:

530-538-7401

Fax:

530-877-5059

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:

George W. Morris Jr.

Local Agency:

Town of Paradise

Section/Unit:

Support Services

Section/Unit:

Town Manager

Attention:

Lisa Koehler

Attention:

Chuck Rough

Address:

176 Nelson Avenue, Oroville, CA 95965 Address:

5555 Skyway, Paradise, Ca 95969

Phone:

530-872-6987

Phone: Fax:

530-538-7111 530-538-7401

Fax:

530-877-5059

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

#### **AUTHORIZATION**

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

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## EXHIBIT A SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

#### 1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

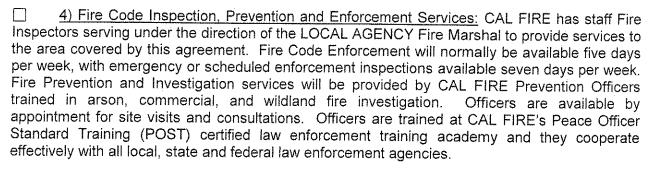
STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

- <u>1) Emergency fire protection, emergency response and basic life support:</u> services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); Emergency Medical Technician (EMT) level emergency medical and rescue response; public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.
- 2) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.
- 3) <u>Dispatch Services</u>: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to

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provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.



5) Land Use/ Pre-Fire Planning Services - CAL FIRE staff will provide community land
use planning, administration of Pre-Fire project work, including community outreach, development
of community education programs, project quality control, maintenance of project records and
submittal of progress reports, completion of required environmental documentation, acquisition of
required permits and completion of other associated administrative duties.

- 6) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)
- 8) Extended Fire Protection Service Availability (Amador)

#### 2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a State Forest Officer referred to as Unit Chief who shall, under the supervision and direction of Director or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY may appoint, with the concurrence of the Region Chief, which concurrence shall not be unreasonably withheld, the Unit Chief as the LOCAL AGENCY Fire Chief pursuant to applicable statutory authority.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.
- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.

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F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.

G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

#### 3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

#### 4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

#### 5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

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## EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

#### 1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
  - For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
  - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
  - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
  - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
  - A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
  - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
  - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
    - a. The Director predicts a cash flow shortage, or
    - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary

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plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of E. Non-Post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

#### 2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

#### 3. **BUDGET CONTINGENCY CLAUSE**

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

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## EXHIBIT C GENERAL TERMS AND CONDITIONS

- 1. <u>APPROVAL</u>: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
- 2. <u>AMENDMENT</u>: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within thirty (30) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.

#### 4. EXTENSION OF AGREEMENT:

- A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY intends to extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
- B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

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C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.

- 5. AUDIT: STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- 6. INDEMNIFICATION: Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
- 7. DISPUTES: LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.

#### 8. TERMINATION FOR CAUSE/CANCELLATION:

A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

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B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.

- INDEPENDENT CONTRACTOR: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
- During the performance of this agreement, LOCAL 10. NON-DISCRIMINATION CLAUSE: AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seg.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.

- 11. TIMELINESS: Time is of the essence in the performance of this agreement.
- 12. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- 14. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
  - A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

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15. <u>UNENFORCEABLE PROVISION</u>: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

## 16. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

#### 17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
- B. Dispatch services Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
- C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
- D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.
- 18. <u>WORKERS COMPENSATION</u>: (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).
  - A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

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B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.

- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.
- 19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

- 20. <u>LABOR CODE/WORKERS' COMPENSATION</u>: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
- 21. <u>AMERICANS WITH DISABILITIES ACT</u>: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the

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basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

- 22. LOCAL AGENCY NAME CHANGE: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- 23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
- 24. <u>AIR OR WATER POLLUTION VIOLATION</u>: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- 25. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

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## EXHIBIT D ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

#### Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- A. Fiscal Display, PRC 4142 AND/OR PRC 4144 STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- B. STATE Funded Resource A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- C. LOCAL AGENCY Provided Local Funded Resources A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- D. LOCAL AGENCY Owned STATE Maintained Vehicles Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection

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with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

**E.** Certification of Insurance - Provider Insurance Certification and/or proof of self-insurance.

SCHEDULE A- 4142 INDEX 2100 PCA 27170

Town of Paradise Contract No: 2CA01941

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THIS IS SCHEDULE A -4142 OF THE COOPERATIVE AGREEMENT, DATED NOVEMBER 1, 2012 BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION AND THE TOWN OF PARADISE, A LOCAL AGENCY.

#### PERSONAL SERVICES

***************************************	No. Class	Period	Mos.	Rate	Total Salary	Benefits	Total
Salaries					ann a channa ann an ann an ann an ann an ann an	TOTAL PROPERTY AND	
Station 1	2 Contain	7/4 6/20	40	04.000	,	*****	
Station i	2 Captain 2 Engineer	7/1-6/30 7/1-6/30	16 16	\$4,609 \$4,003	\$73,744 \$64,048	\$46,304 \$40,216	\$120,048 \$104,264
	2 FFII	7/1-6/30	16	\$3,509	\$56,144	\$35,253	\$91,397
Station 2	2 Captain	7/1-6/30	16	\$4,609	\$73,744	\$46,304	\$120,048
	2 Engineer	7/1-6/30	16	\$4,003	\$64,048	\$40,216	\$104,264
	2 FFII	7/1-6/30	16	\$3,509	\$56,144	\$35,253	\$91,397
Station 35	Captain	7/1-6/30		\$4,609	\$0	\$0	\$0
	Engineer	7/1-6/30		\$4,003	\$0	\$0	\$0
	1 FFI	11/5/1930	0	\$3,061	\$0	\$0	\$0
Relief	1 Captain	7/1-6/30	8	\$4,609	\$36,872	\$23,152	\$60,024
	2 Engineer	7/1-6/30	16	\$4,003	\$64,048	\$40,216	\$104,264
	0 FFII	7/1-6/30	0	\$3,509	\$0	\$0	\$0
Command	1 Division C		0	\$11,194	\$0	\$0	\$0
	1 Battalion (	C 7/1-6/30	8	\$5,869	\$46,952	\$29,481	\$76,433
Dispatch	1 Comm Op	0: 7/1-6/30	8	\$4,562	\$36,496	\$18,825	\$55,321
Overtime ar	nd Supplementa	l Pav					
FLSA	5 Captain		40	\$2,550	\$102,000	\$29,447	\$131,447
	6 Engineer		48	\$2,220	\$106,560	\$30,764	\$137,324
	4 FFII		32	\$1,950	\$62,400	\$18,015	\$80,415
	1 Batt. Chief	:	8	\$2,518	\$20,144	\$5,816	\$25,960
	1 FFI		0	\$0	\$0	\$0	\$0
Extended [	1 Divison Ch	nief	0	\$0	\$0	\$0	\$0
Unplanned 1	1/2 Time						
•	Safety				\$206,000	\$2,987	\$208,987
	Miscellean	eous - HEM			\$3,333	,	\$3,333

Contract: Town of Paradise

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Supplemental Pay

Education

16 Employees

128

\$75

\$150

\$9,600

\$139

\$9,739

Haz Mat

4 Employee

32

\$4,800

\$70

\$4,870

Totals

\$1,087,077 \$442,456 \$1,529,533

**Subtotal Personal Service** 

\$1,529,533

OPERATING EXPENSE

No. Type Mos. Rate

Total

Travel in state

Supplies

Training

\$28,000

Schedule D Maint.

Subtotal travel in state

\$28,000

Personal care

Uniform allowance

16 Full Time Wearers (Unit 8) 1 Comm. Op.

0 Full Time Wearers (Unit 8)

\$830 \$450 \$70

\$13,280 \$450 \$0

\$4,102 \$139 \$0

\$17,382 \$589 \$0

**Subtotal Uniforms** 

\$17,971

**Total Operating Costs** 

\$45,971

Total personal service and **Operating Expense** 

\$1,575,504

Administrative charge

11.51%

\$181,341

**TOTAL SCHEDULE A** 

\$1,756,845

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#### EXHIBIT D, SCHEDULE B

#### STATE FUNDED RESOURCES

#### **COMMAND/ADMINISTRATION**

- 1 Unit Chief
- 1 Assistant Chief North Operations
- 1 Assistant Chief South Operations
- 1 Assistant Chief, Administration
- 1 Assistant Chief, Resource Management
- 1 Forestry Equipment Manager
- 8 Battalion Chiefs (5 Field, CAAB, ECC, Training, VMP)
- 1 Forester I, Magalia Area
- 3 Fire Captains, ECC
- 1 Communications Operator
- 1 Forestry Logistics Officer I

#### FIRE PREVENTION

- 1 Battalion Chief
- 1 Fire Prevention Captain
- 1 Fire Prevention Specialist II

#### FIRE CONTROL

#### Fire Stations (10)

Oroville (2) Engines

Feather Falls (1) Engine

Butte Meadows (1) Engine

Cohasset (1) Engine

Robinson Mills (2) Engines

Stirling City (1) Engine

Paradise (2) Engines

Forest Ranch (2) Engines

Harts Mill (2) Engines

Jarbo Gap (2) Engines

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#### **Paradise Fire Department**

#### **Equipment Descriptions and Numbering**

Radio ID	Year	Make	Model/Type
E-1	2008	Sutphen	Monarch Rescue Pumper/1500 GPM
E-2	1994	НМЕ	3D/Pumper/1500 GPM
E-3	1989	Pierce	Dash/pumper/1500 GPM
E-7	2000	International	4800/4x4/pumper/Type 3/1000 GPM
E-2R	2002	Pierce	Saber/pumper/1500 GPM
E-1R	1989	Pierce	Dash/pumper/1500 GPM
T-1	1981	Van Pelt	55' Quint/1000 GPM
RS-7	2007	Ford	F-550/ Rosenbauer/Type 3 Rescue
Battalion	2007	Ford	Expedition/4x4
U-1	1997	Ford	Club Wagon/10 pass. Van
U-2	2003	Ford	Expedition/4x4
U-3	2008	Ford	Expedition/4x4
P-1	2006	Ford	Escape/4x4
P-2	2000	Ford	Expedition/4x4
Air Utility	1992	Texas Bragg Enterprise	es Utility Trailer/4 axle

E-Engine

T-Truck

RS-Rescue

C-Chief

U-Utility

P-Prevention

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#### EXHIBIT D. SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated November 1, 2012, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY: Town of Paradise

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: 2012/13 to 2012/13

## SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR TORT LIABILITY

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By:	Steve "Woody" Culleton	
Signa	THE PARTY OF THE P	Printed Name
Mayor		
Title	Date	reflet factive for the femoment of the control of t
SELF-INSURANCE	CERTIFICATION BY LOCAL AGENCY	
WORKER'S	FOR S COMPENSATION BENEFITS	
	has elected to be self-insured for Workers' Co e Section 3700 as provided in Exhibit C, Section	
Đý;	Steve "Woody" Culleton	
Signa		rinted Name
Mayor		
Title:	Date.	meth (peglelisk formaneth (glipes) astrofo (di beresite fot sandous)
SELF-INSURANCE	CERTIFICATION BY LOCAL AGENCY	
LOCAL	FOR AGENCY-OWNED VEHICLES	
	CY has elected to be self-insured for local age islon provided in Exhibit D, Schedule D.	ency-owned
By:	Steve "Woody" Culleton	nga vengao sisikiwi ciralinta kaluat 17 manusi
Signa	ture P	ninted Name
Mayor		
Title	Date	mppunggingga oʻst umilaini kraljangan yilili balan Mushimi kram

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## EXHIBIT E <u>DESCRIPTION OF OTHER SERVICES</u>

For Town of Paradise fire vehicles enroute to state incidents, training or other state required meetings, CAL FIRE will supply Voyager gas cards.

This agreement reflects Alternative 3 of the cooperative agreement proposal.

Alternative 3 provides for:

- One Battalion Chief funded by Town. (72 hour, three day coverage) Remaining battalion chief coverage is provided by CAL FIRE funded BC's. (24/7 Operations Coverage shared across jurisdictional boundaries) BC emergency response goal to Town incidents is 20 to 30 minutes assuming no other activity. The Town will maintain an office at Fire Station 1 as needed for the covering BC.
- Two staffed Paradise stations, one engine each
- · Three person staffing on each engine (FC, FAE, FFII) plus relief positions
- Full integration of CAL FIRE Station 35 in response plan including Town participation in "Amador" program
  - o 7 months (late Fall late Spring)
  - o Town provides fire engine during Amador period
  - o Town provides fire station during Amador period

Additional operational considerations are as follows:

Executive leadership related to the cooperative agreement is provided by the CAL FIRE Butte Unit Chief, with day to day leadership by the North Division Chief. Duty chief coverage is provided by an assigned division chief on a rotating basis. Duty chief coverage is made known to all department personnel each day.

Fire dispatching is provided by the CAL FIRE/Butte County Fire Department Emergency Command Center. The Town will fund one dispatcher (Communications Operator) in the first year of the agreement and a second dispatcher starting in the second year of the agreement.

CAL FIRE will support the Towns current volunteer firefighter program including assisting with recruiting, training and dispatching volunteer firefighters consistent with the standard response plan for the Town and applicable codes and statutes. If desired CAL FIRE will work to merge the Town's volunteer program with that of the Butte County Fire Department.

CAL FIRE will provide, on an emergency basis, assistance troubleshooting and if possible repairing Town fire engines. Actual costs for this service will be billed in an amount not to exceed \$5000 in any full year of this agreement.

CAL FIRE will assist the Town with fire prevention and investigation services including public education, information, life safety inspections and preliminary fire investigation. The services are provided by engine companies as required. Fire personnel will support fire hazard reduction efforts of the town including emergency response planning, Paradise Fire Safe Council assistance and special event fire safety planning. CAL FIRE will provide arson investigation and law enforcement assistance on an as-needed basis and as assistance to the Town of Paradise Police Department. The Town of Paradise will continue to support fire department personnel assigned to the Butte County Fire Investigation Team.

Fire marshal duties are assigned within the Town of Paradise Development Services Department. Plan review, life safety, fire code and development issues that involve the fire department will be carefully coordinated between the fire department and the fire marshal.

The Town of Paradise retains ownership of Town-owned fire station facilities, fire equipment, and fire apparatus.

All current Town of Paradise Fire Department employees will transition to Cal Fire employment per State law and Cal Fire policy.

#### TOWN OF PARADISE Council Agenda Summary October 9, 2012

AGENDA NO. 7c

**ORIGINATED BY:** Matt Gilbert, Construction Inspector

Paul T. Derr, Public Works Manager

**REVIEWED BY:** Lauren Gill, Assistant Town Manager

**SUBJECT:** Pearson/Recreation Drive Signalization Project

#### **COUNCIL ACTION REQUESTED:**

 Adopt a Resolution approving the Design, Plans, Specifications and Estimates (PS&E's) for the Pearson/Recreation Drive Signalization Project AND authorizing the Public Works Manager to advertise this project for public bid; OR

2. Provide alternative direction to staff

Note: Action Items No. 1 is the staff recommendation.

#### **BACKGROUND**

The Pearson Road/Recreation Drive Signalization Project is located on Pearson Road, between Academy Drive and Clark Road.

The initial portion of this project was previously designed, advertised and bid in 2004. All of the bids were significantly higher than the engineer's estimate, and were rejected by Council on August 10, 2004. A value engineering analysis was performed and the project scope was modified to reflect these changes. A new set of plans, specifications and estimates (PS&Es) were produced by Town staff. This revised project was then put out to bid and constructed in 2005.

In June 2011, an agreement was entered into with MRO Engineers to perform all professional engineering, right-of-way, appraisals and acquisitions and surveying for the final phase of work. The Town prepared a CMAQ grant funding application to construct the proposed improvements.

Key features of this project include:

- Re-alignment of the intersection at Pearson Road & Recreation Drive/Churchill Road,
- Installation of a new traffic signal at the intersection of Pearson Road & Recreation Drive/Churchill Road.
- Installation of new curb, gutter and sidewalk along the north side of Pearson Road, east of

Churchill Lane.

- Installation of new sidewalk along south side of Pearson Road between Mallan Lane and Academy Drive,
- Upgrade of curb, gutter and sidewalk and driveways along the both sides of Pearson Road,
- Water meter relocation for Churchill Road.

During plan design, Town staff met with property owners and the Paradise School District to discuss the improvements planned for Pearson Road. After the Right of Way design and acquisition was completed, the Town was granted the funding necessary to perform the designed improvements.

#### **DISCUSSION**

These PS&E documents form the basis of the final phase of the Pearson Road improvements. Increased pedestrian safety continues to be the primary focus of the project. This primary means of improving the safety of school children is by separation of the pedestrians from traffic. This has been accomplished by this project with the proposed construction of new curbs, gutters, sidewalks and controlled pedestrian crosswalks.

The Engineers Estimate for this project including a 10% construction contingency and an 8% construction engineering contingency is \$1,624,608.00.

An electronic set of the design, plans and specifications is available for review. A full set of the Plans, Specifications and Estimates is also available for review at the Public Works Manager's Office and at the Town Clerk's Office. Town Council approval of the PS&E's to advertise, will allow staff to bid this project and construct in the next 12 months.

#### **FINANCIAL IMPACT:**

The primary funding source is the Congestion Mitigation Air Quality (CMAQ) grant in the amount of \$1,624,608.00. The reimbursement ratio is set at 100%.

Approval of these PS&E's will provide for the construction of this capital improvement project and the expenditure of approximately \$1,625,000.00 (allowing for a 10% construction contingency & an 8% construction engineering contingency) from CIP 2100-50-8901-9363.

Attachments: Plan Set

Project Specifications Engineer's Estimate

RES	OL	UTIO	N NO	)_
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# A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATES FOR TOWN OF PARADISE CAPITAL IMPROVEMENT PROJECT 2100-50-8901-9363 – PEARSON/RECREATION DRIVE SIGNALIZATION PROJECT

**WHEREAS**, the Pearson Road/Recreation Drive Signalization Project is located on Pearson Road, between Academy Drive and Clark Road; and, the initial portion of this project was previously designed, advertised and bid in 2004. All of the bids were significantly higher than the engineer's estimate, and were rejected by Council on August 10, 2004. A value engineering analysis was performed and the project scope was modified to reflect these changes. A new set of plans, specifications and estimates (PS&Es) were produced by Town staff. This revised project was then put out to bid and constructed in 2005; and,

**WHEREAS,** in June 2011, an agreement was entered into with MRO Engineers to perform all professional engineering, right-of-way, appraisals and acquisitions and surveying for the final phase of work; and, the Town prepared a CMAQ grant funding application to construct the proposed improvements; and,

#### **WHEREAS**, key features of this project include:

- Re-alignment of the intersection at Pearson Road & Recreation Drive/Churchill Road.
- Installation of a new traffic signal at the intersection of Pearson Road & Recreation Drive/Churchill Road,
- Installation of new curb, gutter and sidewalk along the north side of Pearson Road, east of Churchill Lane,
- Installation of new sidewalk along south side of Pearson Road between Mallan Lane and Academy Drive.
- Upgrade of curb, gutter and sidewalk and driveways along the both sides of Pearson Road.
- Water meter relocation for Churchill Road.

WHEREAS, PS&E documents form the basis of the final phase of the Pearson Road improvements; and, increased pedestrian safety continues to be the primary focus of the project. This primary means of improving the safety of school children is by separation of the pedestrians from traffic. This has been accomplished by this project with the proposed construction of new curbs, gutters, sidewalks and controlled pedestrian crosswalks; and,

**WHEREAS**, the Engineers Estimate for this project, including a 10% construction contingency and an 8% construction engineering contingency, is \$1,624,608.00; and,

**WHEREAS**, an electronic set of the plans and specifications was made available for public view, with a full set of hard copy Plans, Specifications and Estimates made available for review at the Public Works Manager's Office and at the Town Clerk's Office; and,

**WHEREAS**, with the Town Council approval of the PS&E's to advertise, staff will be allowed to advertise this project for public bid and construct in the next 12 months; and,

**WHEREAS**, the primary funding source is the Congestion Mitigation Air Quality (CMAQ) grant in the amount of \$1,624,608.00 and the reimbursement ratio is set at 100%; and, approval of these PS&E's will provide for the construction of this capital improvement project and the expenditure of approximately \$1,625,000.00 (allowing for a 10% construction contingency & an 8% construction engineering contingency) from CIP 2100-50-8901-9363.

## NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE AS FOLLOWS:

<u>Section 1</u>. That the Plans, Specifications and Estimates (PS&E's) for the Pearson/Recreation Drive Signal Project are hereby approved.

<u>Section 2.</u> That the Public Works Manager is authorized to advertise the Pearson/Recreation Drive Signal Project for public bid.

	e Town Council of the Town of Paradise on this
th day of, 20, by the f	ollowing vote.
AYES:	
NOES:	
ABSENT: ABSTAIN:	
	By:
	Steve "Woody" Culleton, Mayor
ATTEST:	, , ,
Joanna Gutierrez, CMC, Town Clerk	<u> </u>
APPROVED AS TO FORM:	
Dwight L. Moore, Town Attorney	

# TOWN OF PARADISE

PUBLIC WORKS DEPARTMENT 5555 SKYWAY PARADISE, CA 95969

## PEARSON-RECREATION DRIVE SIGNALIZATION PROJECT

				DRIVE TO CLARK ROAD RADISE, CA 95969					ġ.
			$oldsymbol{T}$	22N R 3E S 22					PROFESSION A. D.
CO	NTACT LIST		$\mathbf{A}$	REA MAP			SHEET IN	DEX	JERROLD A. DOUR No. C3807
ADDRESS	REPRESENTATIV	E PHONE NO.				SHEET NO:		HEET NAME	JERROLD A. DOUR No. C3807  EXP. 03/31/13  OF CALLE
TOWN: TOWN OF PARADISE 5555 SKYWAY PARASIDE, CA 95969	MATT GILBERT	(530) 872-6996	RED BLUFF			SHEET C01 SHEET C02 SHEET C03 SHEET C04	HORIZONTAL CONTR	BBREVIATIONS, AND LEGEND OL PLAN 0+76.16 TO STA 55+50.00	RADISE ARTMENT Seegee
ELECT & GAS(DESIGN): PG&E 460 RIO LINDO AVENUE CHICO, CA 95926	LINDSAY LEWIS	(530) 894–4731		32	·	SHEET C05 SHEET C06 SHEET C07 SHEET C08	TYPICAL SECTIONS TYPICAL SECTIONS	TA 43+76.16 TO STA 48+20.00	N OF PAF S WORKS DEP 5555 Skyway baradise, California
POLE RELOCATION: PG&E 1108 MURPHY'S GRADE ROAD ANGELS CAMP, CA 95222	ROBERT BECKER	(209) 736–6684	CORNING (2)	PARADISE		SHEET C09 SHEET C10 SHEET C11 SHEET C12	PLAN & PROFILE S	TA 48+20.00 TO STA 52+70.00 TA 52+70.00 TO STA 57+20.00 TA 57+20.00 TO STA 61+90.00 TA 61+90.00 TO STA 64+88.69	TOWN OF PARADISE  PUBLIC WORKS DEPARTMENT  5555 Skyway  Paradise, California 95969
TELEPHONE: AT&T 518 W. 4TH STREET, 3RD FLOOR CHICO, CA 95928	GAIL WELCH	(530) 891–2273	ORLAND CHICO	LAKE OROVILLE		SHEET C13 SHEET C14 SHEET C15 SHEET C16	INTERSECTION DETA SIDE STREET PROF CONSTRUCTION DET CONSTRUCTION DET	LES AILS NO. 1	12 NW
CABLE T.V.: COMCAST CABLE 427 EATON ROAD CHICO, CA 95973	BRANDON STOKES	(530) 332-5993	WILLOWS	OROVILLE		SHEET C17 SHEET C18 SHEET C19 SHEET C20	SIGNING AND STRIP RETAINING WALLS N	ING STA 42+90.00 TO STA 53+75.0 ING STA 53+75.00 TO STA 64+88.6 O. 1 & 2 GENERAL PLAN	9 8
WATER: PARADISE IRRIGATION DIST. 6332 CLARK ROAD PARADISE, CA 95969	NEIL ESSILA	(530) 877-4971	5 45	70		SHEET C21 SHEET C22 SHEET C23 SHEET C24	RETAINING WALL DE TRAFFIC SIGNAL PL TRAFFIC SIGNAL PL LANDSCAPING IRRIG	AN NO. 1 AN NO. 2 ATION PLAN	ECT PROL # 21104 DESIGNED ET
UNITED STATES POSTAL SERVICE 6469 CLARK ROAD PARADISE, CA 95969-9998	CINDY ENGLISH	(530) 872-5150		NOT	Γ TO SCALE	SHEET C25 SHEET C26 SHEET C27	LANDSCAPING IRRIG LANDSCAPING PLAN LANDSCAPING PLAN	TING PLAN	
11104 PARADISE – PEARSON ROAD\WORKING\CADD\21104—C01—TL01.DWG Jun 19, 2012—  BERTON BOAD\WORKING\CADD\21104—C01—TL01.DWG Jun 19, 2012—  BERTON BOAD\QUARTER TO THE	STA 43+76.16 IMPROVEMENTS	45+00 PEARSON ROA	AALLAN LANE 2+59 2+00 CHADEL DRIVE	PEARSON® ROAD®  PEARSON® ROAD®  ONE PEARSON® ROAD® ROAD®  ONE PEARSON® ROAD® ROA	ROAD ROAD	60+00	SUSIE LANE	STA 64+88.69 END IMPROVEMENTS  CALL UTILITY NOTIFICATION CENTRAL CALIFORNIA  SID  Know what's below. Call before you dig. CALL 2 BUSINESS DAYS IN ADVANCE YOU DIG. GRADE, OR DICAVATE FOR MARRONG OF UNDERGROUND MEMBER U	PEARSON - RECREATION DRIVE SIGNALIZAT  COVER SHEE
N:\2011\2.			>	PROJECT MAP  NOT TO SCALE		BENCH RTICAL DATUM FOR TOWN OF PARADISE E		PUBLIC WORKS DEPARTMENT SIGNATURE BLOCK  1000 100 100 100 100 100 100 100 100 1	Sheet C01 Of 27 Sheet

STANDARD SPECIFICATIONS DATED 2010, AND REFERENCED BUTTE COUNTY STANDARDS. 2. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO COORDINATE THE WORK OF ANY SUBCONTRACTORS AND UTILITY AGENCIES WITH HIS WORK AND TO ADHERE TO THE ORDER OF WORK.

- 3. CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITION OF THE PREMISES ON WHICH THE WORK IS PERFORMED AND THE SAFETY OF THE PERSONS AND PROPERTY ON THE SITE BOTH DURING AND OUTSIDE OF NORMAL HOURS, UNTIL SUCH WORK IS ACCEPTED BY THE TOWN OF PARADISE.
- 4. ALL UNSUITABLE AND SURPLUS MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE UNLESS THE TOWN SPECIFIES
- 5. THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, THE TOWN CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES NOR FOR THE EXISTENCE OF OTHER BURIED OBJECTS OR UTILITIES WHICH MAY BE ENCOUNTERED BUT, WHICH ARE NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND REQUESTING A VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATION OF THEIR UNDERGROUND UTILITIES WHERE SUCH FACILITIES MAY CONFLICT WITH THE PLACEMENT OF IMPROVEMENTS AS SHOWN ON THESE IMPROVEMENT PLANS.
- 6. THE CONTRACTOR SHALL REMOVE ALL OBSTRUCTIONS BOTH ABOVE GROUND AND UNDERGROUND EXCEPT AS INDICATED ON THE PLANS, AND AS NECESSARY FOR THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.
- 7. SUFFICIENT EQUIPMENT SHALL BE AVAILABLE TO PROVIDE DUST CONTROL AT ALL TIMES DURING EARTH MOVING OPERATIONS. THE AREA SURROUNDING THE WORK SHALL BE KEPT CLEAN AND RETURNED TO ORIGINAL CONDITION UPON COMPLETION OF THIS CONTRACT. DURING THE WET SEASON, EROSION CONTROL MATERIALS SHALL BE USED FOR ALL EXPOSED SOILS AND STOCK PILES TO PREVENT EROSION.
- 8. CONSTRUCTION ACTIVITIES MAY ONLY BE CONDUCTED DURING THE HOURS PRESCRIBED IN PROJECT SPECIFICATIONS.
- 9. ON SITE RELATIVE COMPACTION REQUIREMENTS:
  - STRUCTURAL FILL 95% FOR TOP 12" BELOW SUBGRADE
    - 90% BELOW TOP 12"
  - UNDISTURBED CUT- SCARIFY TOP 6" (MINIMUM) AND
  - COMPACT TO 95% TRENCH BACKFILL - 95% FOR TOP 30" BELOW SUBGRADE
    - 90% BELOW TOP 30"

## CALTRANS STANDARD PLANS DATED 2010

CALITATION TO THE ZOTA	_
PLAN TITLE	PLAN NO.
ABBREVIATIONS (SHEET 1 OF 2)	A10A
ABBREVIATIONS (SHEET 2 OF 2)	A10B
LINES AND SYMBOLS (SHEET 1 OF 3)	A10C
LINES AND SYMBOLS (SHEET 2 OF 3)	A10D
LINES AND SYMBOLS (SHEET 3 OF 3)	A10E
PAVEMENT MARKERS AND TRAFFIC LINES-TYPICAL DETAILS	A20A
PAVEMENT MARKERS AND TRAFFIC LINES-TYPICAL DETAILS	A20B
PAVEMENT MARKERS AND TRAFFIC LINES-TYPICAL DETAILS	A20D
PAVEMENT MARKINGS ARROWS	A24A
PAVEMENT MARKINGS WORDS	A24D
CHAIN LINK FENCE	A85
ELECTRICAL SYSTEMS (LEGEND, NOTES AND ABBREVIATIONS)	ES-1A
ELECTRICAL SYSTEMS (LEGEND, NOTES AND ABBREVIATIONS)	ES-1B
ELECTRICAL SYSTEMS (LEGEND, NOTES AND ABBREVIATIONS)	ES-1C
ELECTRICAL SYSTEMS (SERVICE EQUIPMENT NOTES, TYPE III SERIES)	ES-2C
ELECTRICAL SYSTEMS (SERVICE EQUIPMENT ENCLOSURE AND TYPICAL	
WIRING DIAGRAM, TYPE III—A SERIES)	ES-2D
ELECTRICAL SYSTEMS (CONTROLLER CABINET DETAILS)	ES-3A
ELECTRICAL SYSTEMS (CONTROLLER CABINET ADAPTER DETAILS)	ES-3B
ELECTRICAL SYSTEMS (SIGNAL HEADS AND MOUNTINGS)	ES-4A
ELECTRICAL SYSTEMS (PEDESTRIAN SIGNAL AND RAMP METERING)	ES-4B
ELECTRICAL SYSTEMS (VEHICULAR SIGNAL HEADS AND MOUNTINGS)	ES-4C
ELECTRICAL SYSTEMS (SIGNAL MOUNTING)	ES-4D
ELECTRICAL SYSTEMS (DETECTORS)	ES-5A
ELECTRICAL SYSTEMS (DETECTORS)	ES-5B
ELECTRICAL SYSTEMS (DETECTOR, PEDESTRIAN PUSH BUTTON AND SIGNS)	ES-5C
ELECTRICAL SYSTEMS (CURB TERMINATION AND HANDHOLE)	ES-5D
ELECTRICAL SYSTEMS (SIGNAL AND LIGHTING STANDARD-	
TYPE 1 AND EQUIPMENT NUMBERING)	ES-7B
ELECTRICAL SYSTEMS (SIGNAL AND LIGHTING STANDARD-	
CASE 3 SIGNAL MAST ARM LOADING, WIND VELOCITY=100 MPH	
AND SIGNAL MAST ARM LENGTHS 15' TO 45')	ES-7E
ELECTRICAL SYSTEMS (SIGNAL AND LIGHTING STANDARD-	
DETAIL No.1)	ES-7M
ELECTRICAL SYSTEMS (SIGNAL AND LIGHTING STANDARD-	
DETAIL No.2)	ES-7N
ELECTRICAL SYSTEMS (PULL BOX)	ES-8
ELECTRICAL SYSTEMS (SPLICING DETAILS)	ES-13A

BUTTE COUNTY IMPROVEMENT STANDARDS DATED 2006

PLAN NO.

S-1

**S-2** 

S-3A

**S-3B** 

S-5 S-5A

S-6

**S-8** 

S-11

S-19

**S-24** 

10.	CONSTRUCTION STAKES FOR ALIGNMENT AND GRADE WILL BE FURNISHED TO THE CONTRACTOR
	ONE (1) TIME ONLY. THE SPACING AND OFFSET OF THE STAKES SHALL BE COORDINATED WITH
	THE ENGINEER BY THE CONTRACTOR. MONUMENTS, STAKES, AND MARKS SET BY THE ENGINEER
	SHALL BE CAREFULLY PRESERVED BY THE CONTRACTOR. IN CASE SUCH STAKES AND MARKERS
	ARE DESTROYED OR DAMAGED, THE COST OF REPLACING OR RESTORING THEM WILL BE
	DEDUCTED BY THE OWNER FROM ANY MONIES DUE OR TO BECOME DUE TO THE CONTRACTOR.
	REQUESTS FOR RESETTING LOST STAKES OR SETTING ADDITIONAL STAKES WILL BE
	ACKNOWLEDGED BY THE ENGINEER ONLY WHEN AUTHORIZED BY THE TOWN. THE CONTRACTOR
	SHALL BE RESPONSIBLE FOR OBTAINING SUCH AUTHORIZATION. THE FOLLOWING PROCEDURE IS
	TO BE OBSERVED BY THE CONTRACTOR FOR THE SETTING OF CONSTRUCTION STAKES: THE
	CONTRACTOR SHALL, THROUGH THE ENGINEER, REQUEST CONSTRUCTION STAKES FOR ANY
	PARTICULAR PHASE AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE PLANNED USE OF SAID
	STAKES. NO REQUEST RECEIVED FROM A SUBCONTRACTOR WILL BE RECOGNIZED. WHERE
	CONSTRUCTION STAKES ARE INTENDED FOR USE IN SETTING CONCRETE FORMS THE CONTRACTOR
	SHALL, UPON COMPLETION OF FORM SETTING, CONTACT THE ENGINEER TO REQUEST A FORM
	CHECK.
4.4	DRIAD TO TREMOUNIA FOR THE AGNICTRUSTICAL OF A NEW OFFICE OR BOARD THE GOVERNATION

- 11. PRIOR TO TRENCHING FOR THE CONSTRUCTION OF A NEW SEWER OR DRAIN, THE CONTRACTOR SHALL EXPOSE THE END OF ANY EXISTING SEWER OR DRAIN LINE SO THE ENGINEER MAY VERIFY THE LOCATION AND ELEVATION. CONTRACTOR TO EXPOSE ANY EXISTING FACILITY AND CHECK FOR POSSIBLE CONFLICTS PRIOR TO START OF WORK.
- 12. CONTRACTOR TO CONTACT TOWN OF PARADISE, DEPARTMENT OF PUBLIC WORKS, ENGINEERING DIVISION, 24 HOURS PRIOR TO START OF WORK.
- 13. APPROVAL OF TOWN OF PARADISE IS REQUIRED PRIOR TO: (A) PLACING OF ANY CONCRETE, (B) PLACING OF AGGREGATE BASE, (C) BACKFILLING TRENCHES, AND (D) PLACING OF ASPHALT CONCRETE. WORK DONE WITHOUT SUCH APPROVAL SHALL BE DONE AT THE CONTRACTOR'S RISK. SUCH APPROVAL, WHEN GIVEN, SHALL NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY OF PERFORMING THE WORK IN AN ACCEPTABLE MANNER.
- 14. ALL EXISTING DRY UTILITIES TO BE RELOCATED WILL BE RELOCATED BY OTHERS, UNLESS NOTED OTHERWISE ON PLANS.
- 15. ALL DRAINAGE PIPE WITHIN THE RIGHT-OF-WAY SHALL BE HDPE N-12 UNLESS OTHERWISE NOTED (U.O.N.) ON PLANS. ALTERNATIVE MATERIALS FOR STORM DRAIN PIPE WILL BE SUBMITTED TO THE TOWN OF PARADISE FOR APPROVAL.
- 16. TRENCH SAFETY PLANS: BEFORE BEGINNING EXCAVATION FOR A TRENCH FIVE FEET (5') OR MORE IN DEPTH, THE CONTRACTOR SHALL SECURE A PERMIT FROM THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY. A COPY OF THIS PERMIT MUST BE AVAILABLE AT THE CONSTRUCTION SITE.
- 17. STATIONING IS ALONG STREET OR PIPELINE CENTERLINE UNLESS OTHERWISE NOTED.
- 18. ALL DISTANCES SHOWN ON STORM DRAINS ARE FROM INSIDE WALL TO INSIDE WALL OF MANHOLES OR DRAIN INLETS.
- 19. CONTRACTOR TO CONTACT USA (1-800-227-2600) 48-HOURS PRIOR TO START OF ANY CONSTRUCTION.
- 20. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO THE TOWN FOR WRITTEN APPROVAL PRIOR TO START OF ANY CONSTRUCTION ACTIVITIES.
- 21. CONTRACTOR TO PROVIDE TEMPORARY BITUMINOUS TRENCH RESURFACING FOR ALL STREET TRENCHING WITHIN THE TRAVELED WAY. ALL TEMPORARY RESURFACING SHALL BE REMOVED & REPLACED WITH HOT-MIX ASPHALT PRIOR TO PLACEMENT OF THE FINAL OVERLAY.

**ABBREVIATIONS LEGEND** ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR AGGREGATE BASE COMPLETENESS OF ELECTRONIC COPIES OF THIS ASPHALT CONCRETE **PROPOSED** PLAN SHEET **EXISTING** DESCRIPTION BEGINNING OF CURVE REMOVE EXISTING TREE REMOVE ASPHALT CONCRETE DRIVEWAY, BOTTOM OF WALL PAVEMENT, AND WALKWAY BACK OF SIDEWALK REMOVE CONCRETE DRIVEWAY, PAVEMENT, BEGINNING OF VERTICAL CURVE SIDEWALK CURB & GUTTER BOTTOM OF FOOTING CURB & GUTTER **NEW ASPHALT CONCRETE PAVEMENT** CAST IRON PIPE CENTERLINE NEW CONCRETE, CURB & GUTTER, SIDEWALK CHAIN LINK FENCE CORRUGATED METAL PIPE 2" GRINDOUT WITH 2" AC REPLACEMENT CONCRETE DRAINAGE INLET SLOPE EASEMENT/ROW EASEMENT DRIVEWAY (E) **EXISTING** TCE EASEMENT END OF CURVE EXISTING GROUND PROPERTY LINE EDGE OF GRAVEL ROAD EL, ELEV ELEVATION CENTERLINE EDGE OF PAVEMENT EDGE OF SIDEWALK ELECTRIC END OF VERTICAL CURVE FC FACE OF CURB CURB & GUTTER FLARED END SECTION RIGHT EP PROFILE FIRE HYDRANI LEFT EP PROFILE FLOW LINE FINISHED PAVEMENT SAWCUT FINISHED SURFACE GATE POST GRADE BREAK TOP OF CUT HIGH DENSITY POLYETHYLENE TOE OF FILL HANDICAP RAMP HOT MIX ASPHALT STORM DRAIN INVERT XX"SS ⊢xx" ss SANITARY SEWER IRON PIPE XX" W LINEAL FEET WATER LIP OF GUTTER XX" G GAS LINE LEFT LAYOUT LINE SDMH MAILBOX MANHOLE MID POINT OF CURVE DIRECTION OF SURFACE FLOW MID POINT VERTICAL CURVE FIRE HYDRANT METAL SIGN POST WATER VALVE ORIGINAL GROUND WATER METER **OVERHEAD** PROPOSED AIR/VACUUM RELEASE VALVE PROPERTY LINE POWER POLE BLOWOFF VALVE PLAN & PROFILE **BACKFLOW PREVENTION** POINT OF CURVATURE DEVICE PORTLAND CEMENT CONCRETE PACIFIC GAS & ELECTRIC POST TOP STREET LIGHT POINT OF INTERSECTION CHAIN LINK FENCE \_\_\_\_ PARADISE IRRIGATION DISTRICT POINT OF CONNECTION **FENCE** POINT OF REVERSING VERTICAL CURVE GATE POINT OF TANGENCY POLYVINYL CHLORIDE MAIL BOX MB TO BE RELOCATED POINT VERTICAL INTERSECTION RETAINING WALL **RADIUS** REINFORCED CONCRETE PIPE RETAINING WALL RIGHT OF WAY INDEX CONTOUR RETAINING WALL INTERMEDIATE CONTOUR STORM DRAIN BUILDING STORM DRAIN MANHOLE **SHOULDER** SIGN STANDARDS TELEPHONE STATION SIDEWALK **OVERHEAD** TOP BACK OF CURB TOP BACK OF WALK CULVERT TEMPORARY BENCH MARK TOP OF CURB INTERSTATE HIGHWAY TEMPORARY CONSTRUCTION EASEMENT TOP FACE OF CURB 99 STATE ROUTE TOP OF GRATE MONUMENT TOP OF WALL **CALL UTILITY NOTIFICATION CENTER O** TOWN OF PARADISE UTILITY POLE TRAFFIC RATED \$-X UTILITY POLE WITH LIGHT UNITED STATES POSTAL SERVICE WATER <u>~~</u>∀ STREET LIGHT **WOODEN SIGN POST** 

> **TOWN OF PARADISE** PUBLIC WORKS DEPARTMENT SIGNATURE BLOCK

MRO ENGINEERS, INC. AND TOWN OF PARADISE O

PARADISE O DEPARTMENT

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MOIL

06/26/12 Of 27 Sheets PUBLIC WORKS DIRECTOR/TOWN ENGINEER

Know what's **below**.

WATER VALVE

WELDED WIRE MESH

PLAN TITLE

VERTICAL AND ROLLED CURB, GUTTER, AND SIDEWALK

VERTICAL AND ROLLED CURB AND GUTTER

CONCRETE PEDESTRIAN RAMP TYPE A

CONCRETE PEDESTRIAN RAMP TYPE B

TYPE GO DRAINAGE INLET AND DETAILS

DETECTABLE WARNING SURFACE

STREET SURVEY MONUMENT

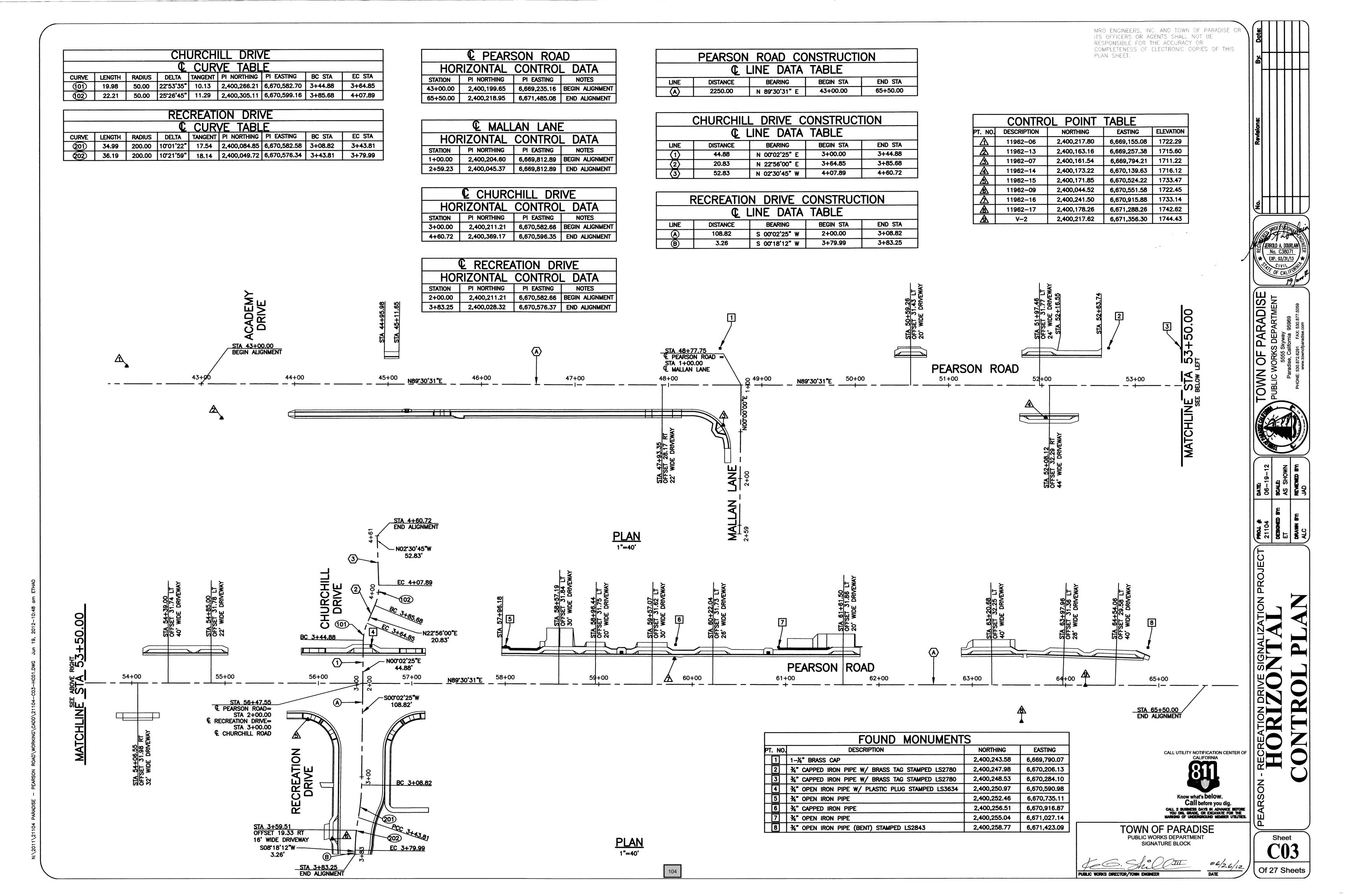
ECCENTRIC MANHOLE DETAILS

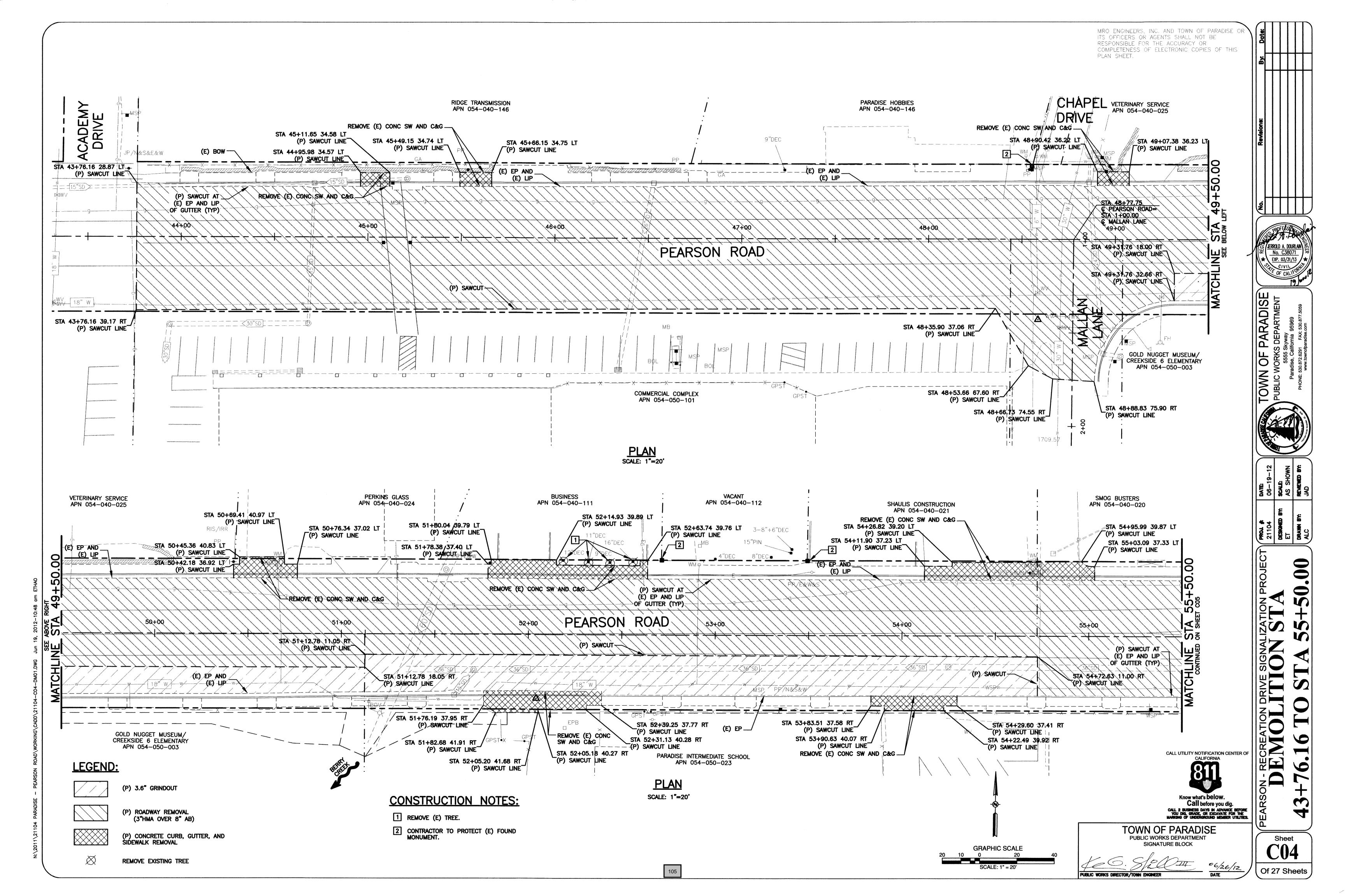
STANDARD MANHOLE

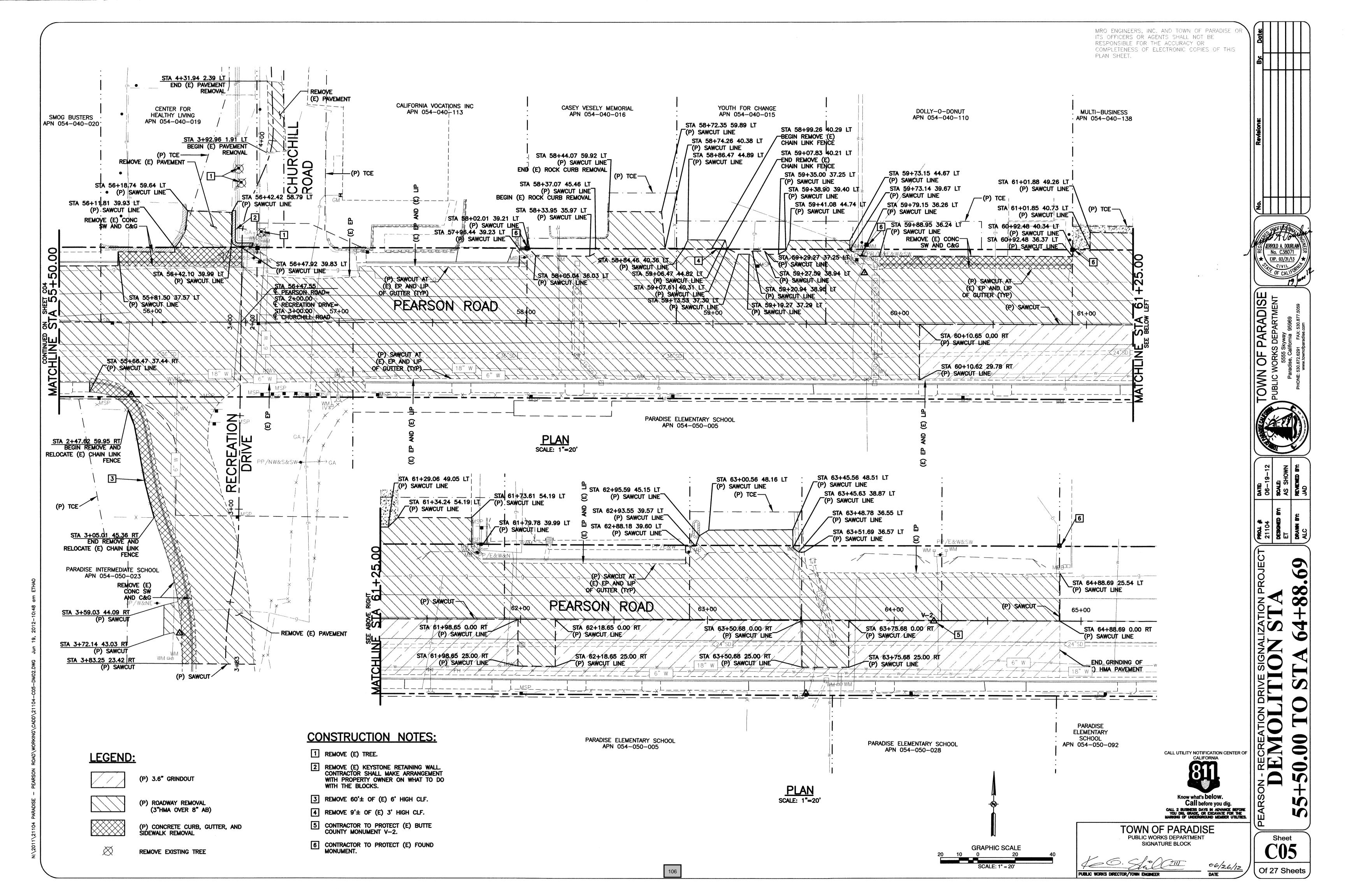
CONCRETE COMMERCIAL DRIVEWAY APPROACH

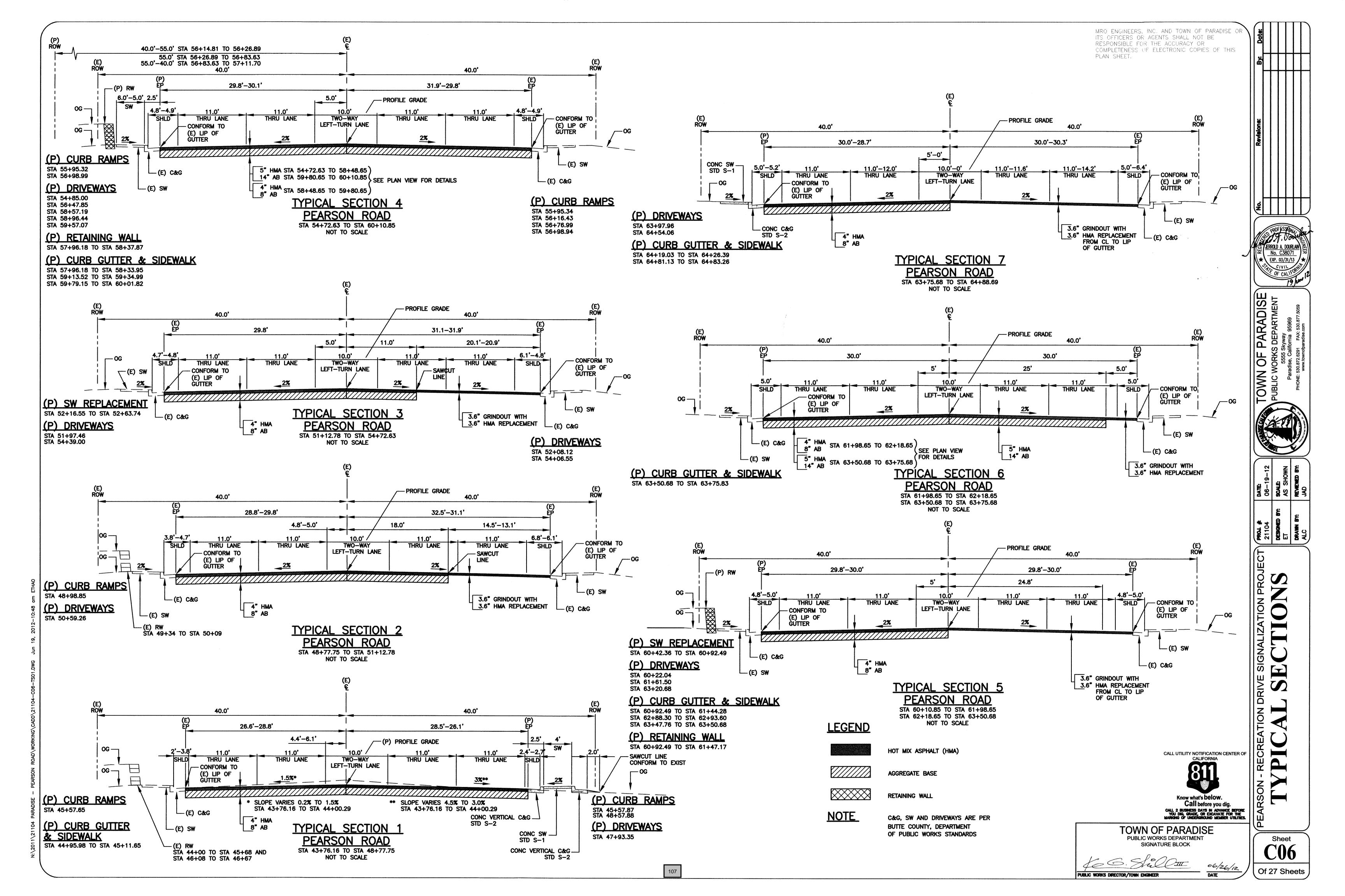
CONCRETE COMMERCIAL DRIVEWAY APPROACH

STANDARD MANHOLE FRAME & COVER DETAILS











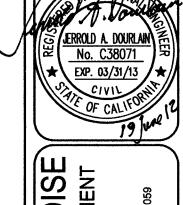
HOT MIX ASPHALT (HMA)

AGGREGATE BASE

RETAINING WALL

<u>NOTE</u>

C&G, SW, AND DRIVEWAYS ARE PER BUTTE COUNTY, DEPARTMENT OF PUBLIC WORKS STANDARDS MRO ENGINEERS, INC. AND TOWN OF PARADISE O ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.



WN OF PARADISE

SLIC WORKS DEPARTMENT
5555 Skyway
Paradise, California 95969
HONE: 530.872.6291 FAX: 530.877.5059
www.townofparadise.com



BY: SCALE:
AS SHOWN

REVENED BY:
JAD

CT Prou # DATE:
21104 06-1
DESIGNED BY: SCALE:
ET AS SI

RECREATION DRIVE SIGNALIZATION PROJECT PICAL SECTIONS

CALL UTILITY NOTIFICATION CENTER OF CALIFORNIA

CALIFORNIA

Know what's below.

Call before you dig.

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE
YOU DIG, GRADE, OR EXCAVATE FOR THE
MARKING OF UNDERGROUND MEMBER UTILITIES

TOWN OF PARADISE
PUBLIC WORKS DEPARTMENT
SIGNATURE BLOCK

CONTROL OF 1/26/12

DATE

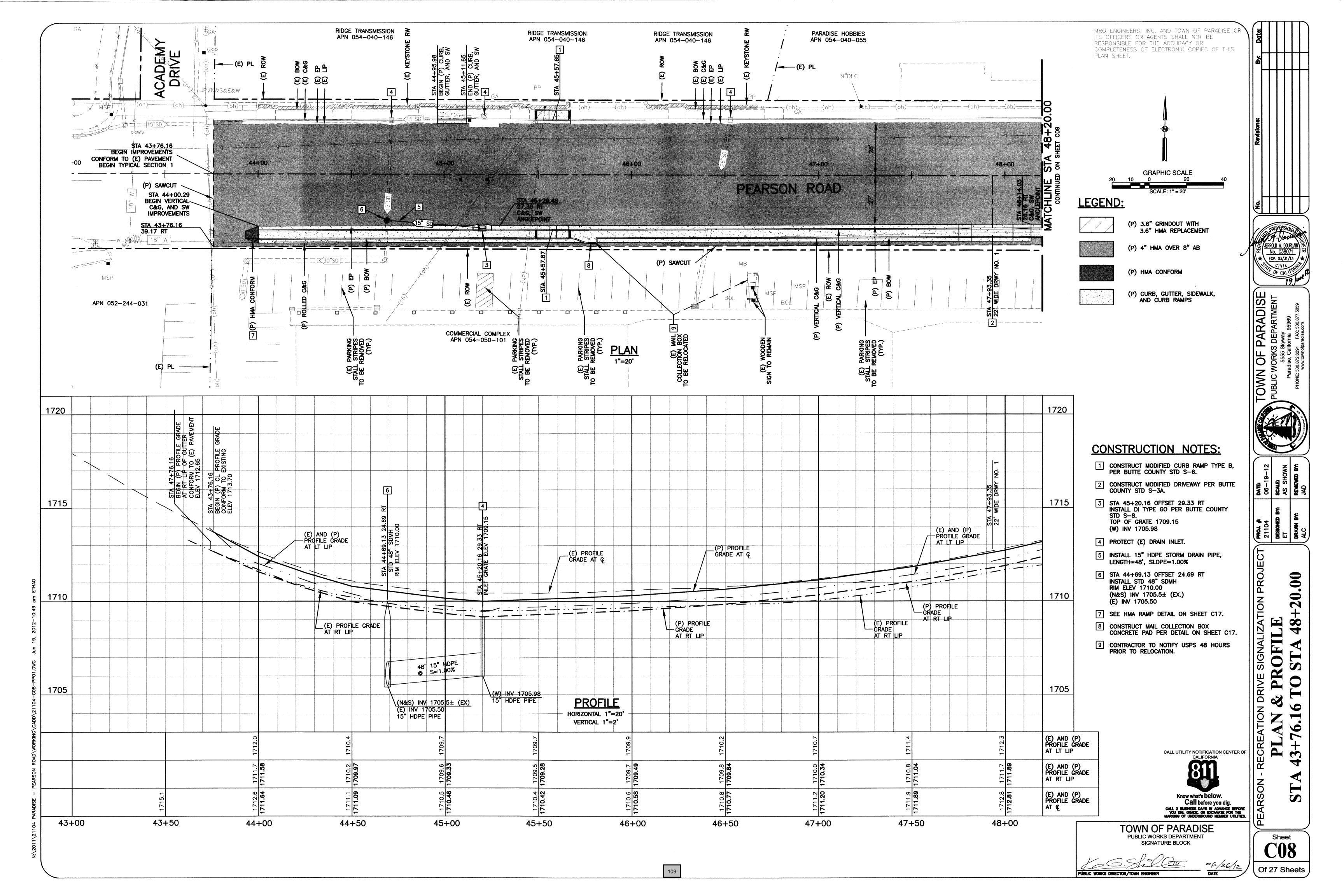
TOWN OF PARADISE

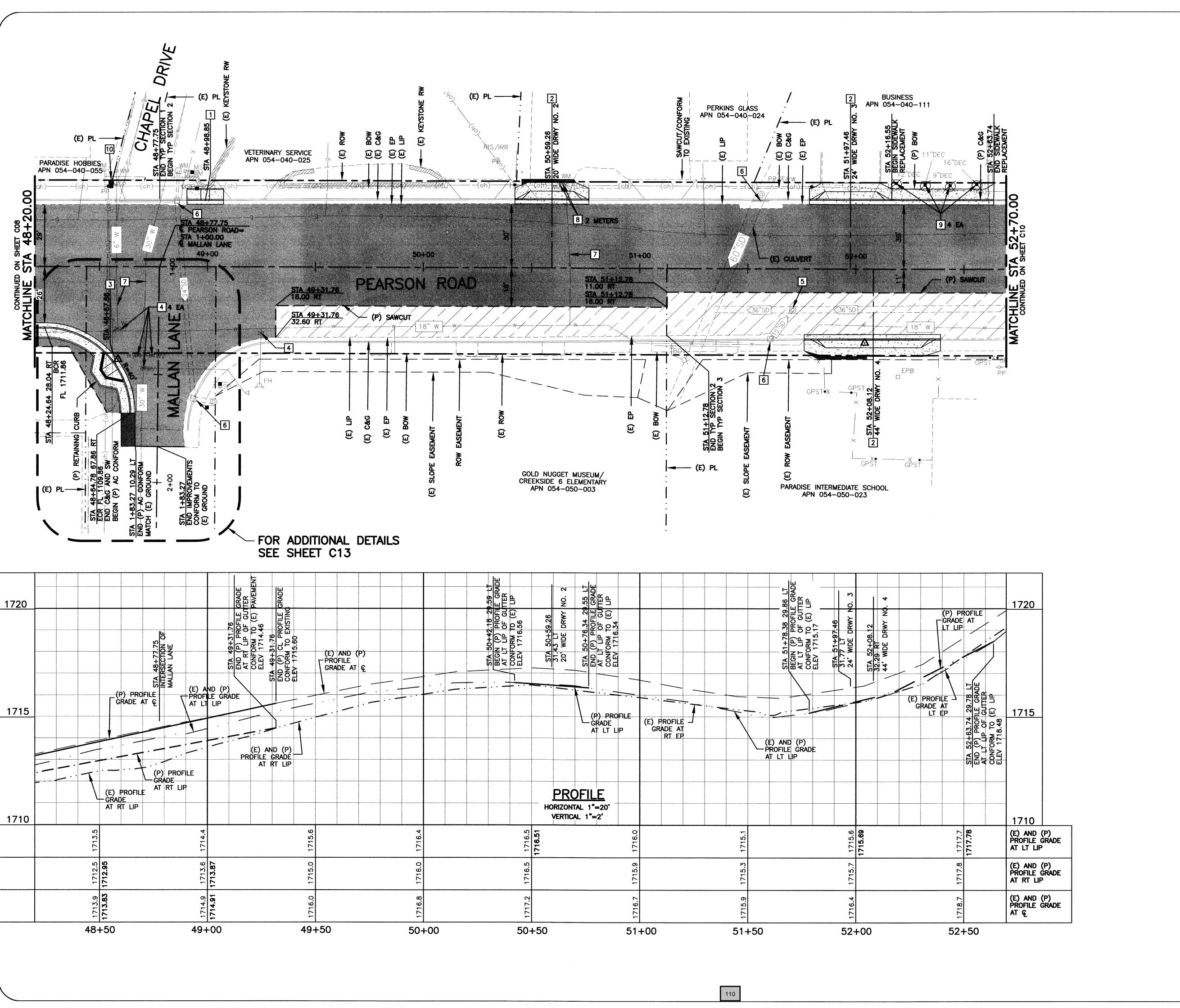
PUBLIC WORKS DEPARTMENT
SIGNATURE BLOCK

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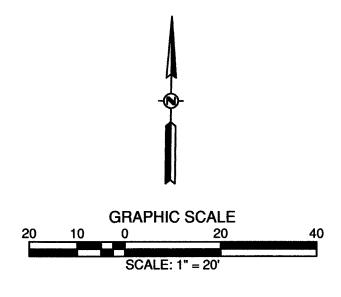
DATE







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## **LEGEND:**

(P) 3.6" GRINDOUT WITH 3.6" HMA REPLACEMENT



(P) 4" HMA OVER 8" AB

(P) 2" HMA OVER 4" AB



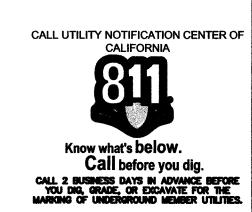
(P) HMA CONFORM



(P) CURB, GUTTER, SIDEWALK, AND CURB RAMPS

## **CONSTRUCTION NOTES:**

- 1 CONSTRUCT MODIFIED CURB RAMP TYPE B, PER BUTTE COUNTY STD S-6.
- 2 CONSTRUCT DRIVEWAY PER BUTTE COUNTY STD S-3A.
- CONSTRUCT CURB RAMP TYPE A, PER BUTTE COUNTY STD S-5.
- 4 ADJUST (E) WATER VALVE TO GRADE.
- ADJUST (E) STORM DRAIN MANHOLE FRAME AND COVER TO GRADE.
- PROTECT (E) DRAIN INLET.
- VERIFY DEPTH OF EXISTING WATER MAIN/SERVICE LINE PRIOR TO EXCAVATION.
- ADJUST (E) WATER METERS TO GRADE.
- REMOVE (E) TREE.
- CONTRACTOR TO PROTECT (E) FOUND MONUMENT.



**TOWN OF PARADISE** PUBLIC WORKS DEPARTMENT SIGNATURE BLOCK

Of 27 Sheets

TOWN OF PUBLIC WORKS

PROJ. # 21104
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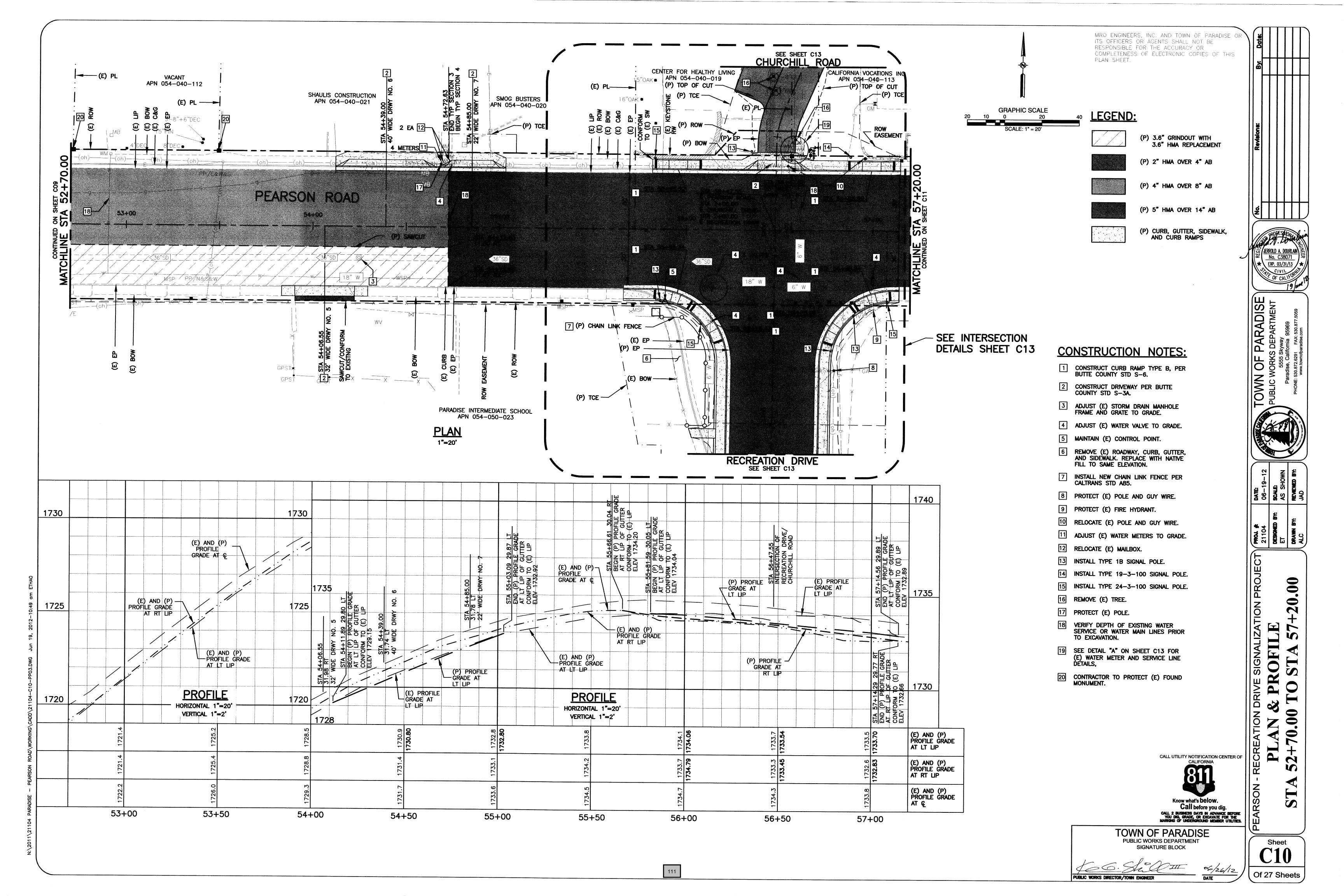
STA 52-

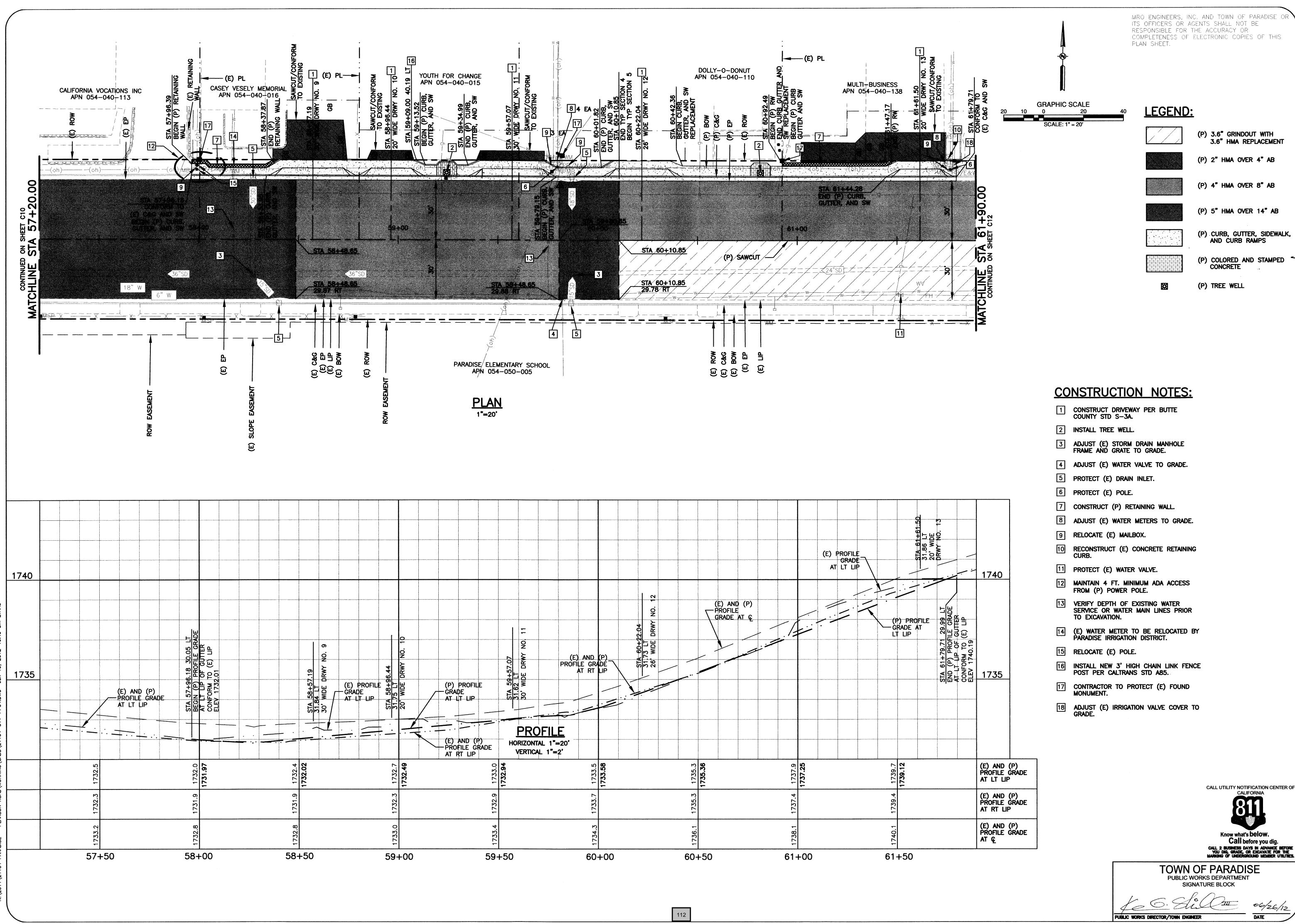
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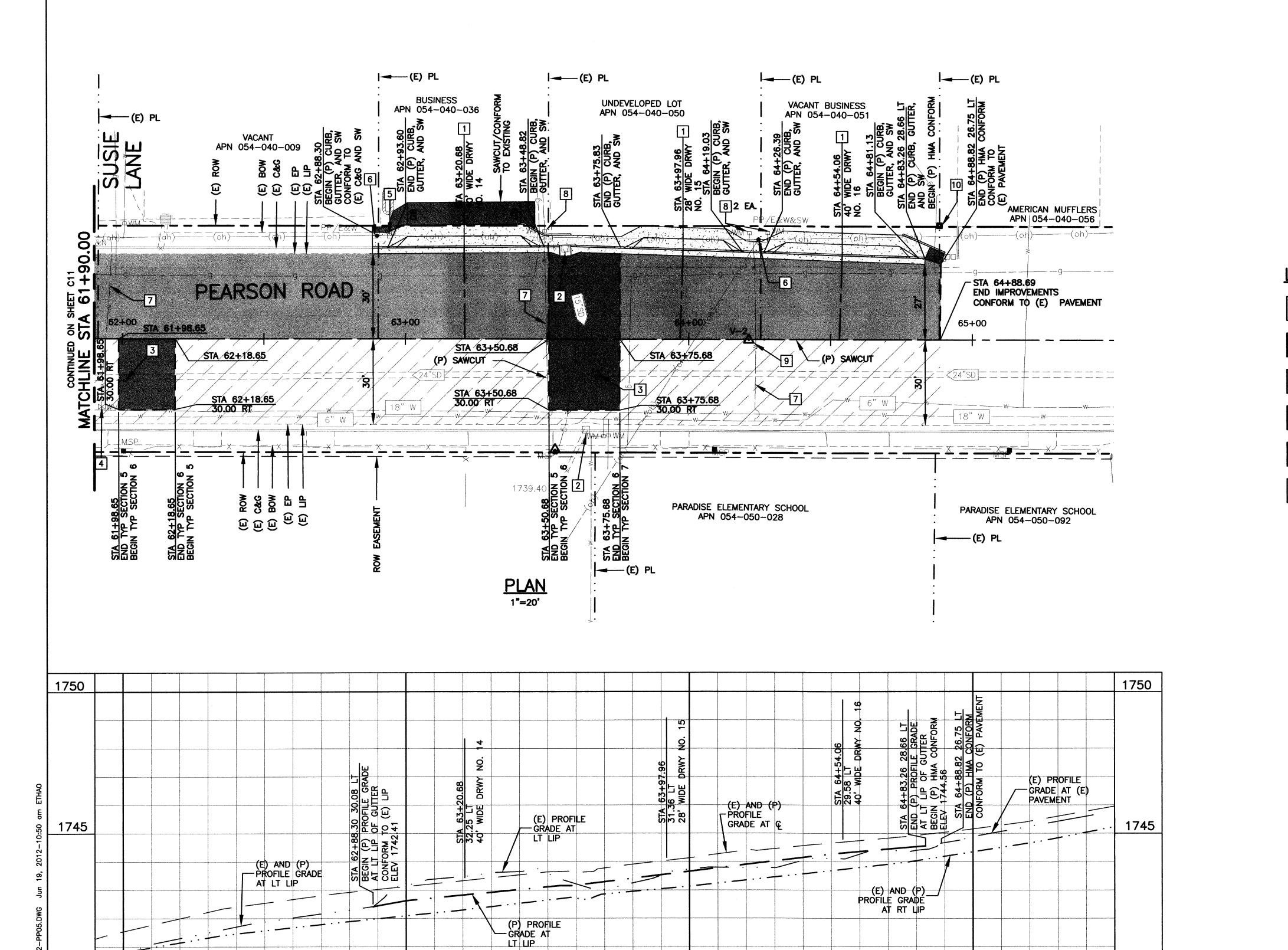
(P) 5" HMA OVER 14" AB



Of 27 Sheets

ARSON

DRIVE SIGNALIZATION & PROFILE



**PROFILE** 

HORIZONTAL 1"=20" VERTICAL 1"=2"

64+00

64+50

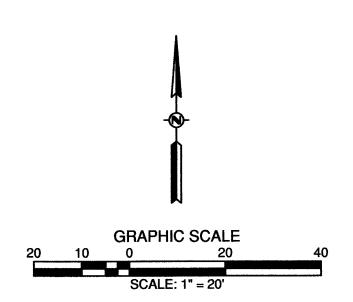
63+50

63+00

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### **LEGEND:**

(P) 3.6" GRINDOUT WITH 3.6" HMA REPLACEMENT

(P) 2" HMA OVER 4" AB

(P) 5" HMA OVER 14" AB

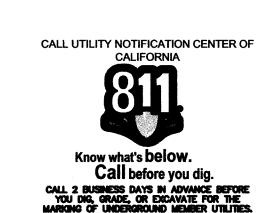
(P) 4" HMA OVER 8" AB

(P) HMA CONFORM

(P) CURB, GUTTER, SIDEWALK, AND CURB RAMPS

## **CONSTRUCTION NOTES:**

- 1 CONSTRUCT DRIVEWAY PER BUTTE COUNTY STD S-3A.
- 2 PROTECT (E) DRAIN INLET.
- 3 ADJUST (E) STORM DRAIN MANHOLE FRAME AND COVER TO GRADE.
- 4 ADJUST (E) WATER VALVE TO GRADE.
- 5 RELOCATE (E) MAILBOX.
- 6 PROTECT (E) POLE.
- 7 VERIFY DEPTH OF EXISTING WATER SERVICE LINES PRIOR TO EXCAVATION.
- 8 ADJUST (E) WATER METER TO GRADE.
- 9 CONTRACTOR TO PROTECT (E) BUTTE COUNTY MONUMENT V-2.
- 10 CONTRACTOR TO PROTECT (E) FOUND MONUMENT.



**TOWN OF PARADISE** PUBLIC WORKS DEPARTMENT SIGNATURE BLOCK

06/26/12 Of 27 Sheets

65+00

1740

(E) AND (P)
PROFILE GRADE
AT LT LIP

(E) AND (P) PROFILE GRADE AT RT LIP

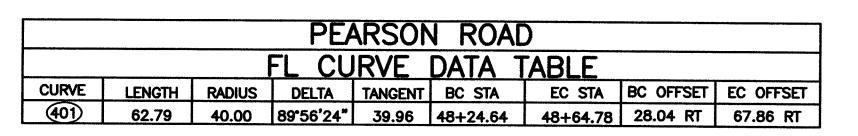
6. (E) AND (P)
PROFILE GRADE
AT ©

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ATION

PROFILE

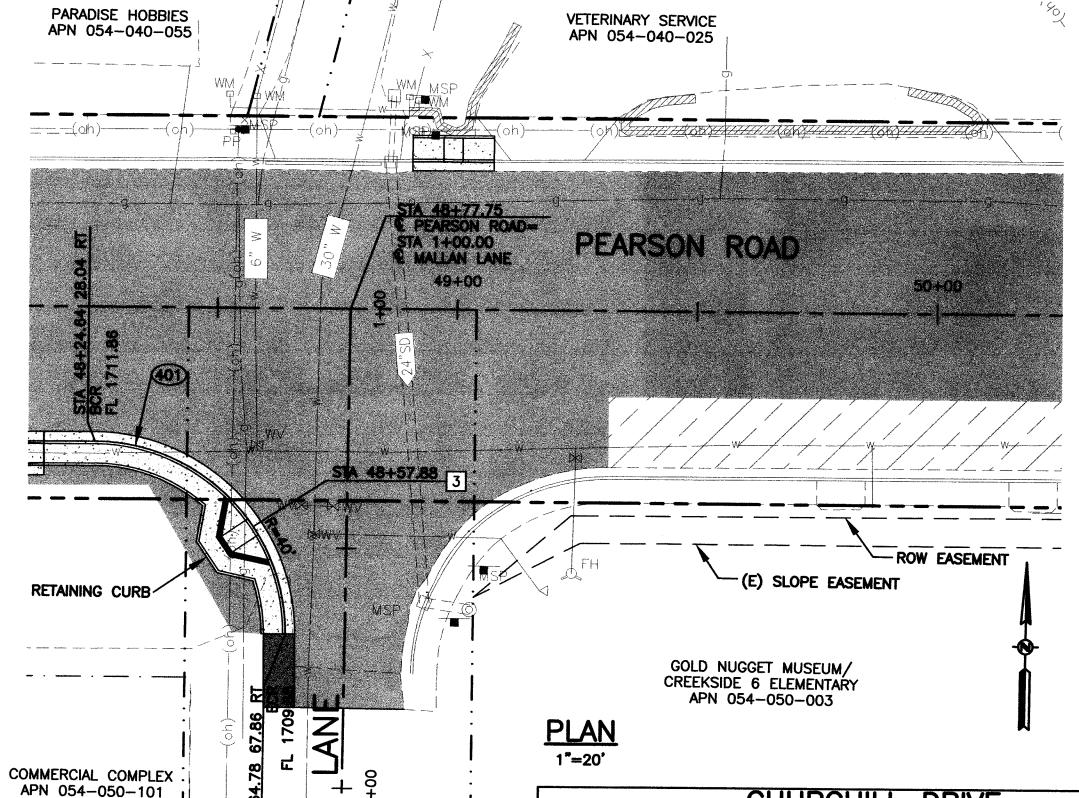
STA 61 + 90.00



	RECREATION DRIVE									
	FL CURVE DATA TABLE									
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BC STA	EC STA	BC OFFSET	EC OFFSET		
203	63.33	40.08	90'31'38"	40.45	2+32.34	2+72.42	64.87 RT	24.42 RT		
204	61.01	40.08	87"12'20"	38.18	2+31.19	2+71.23	62.55 LT	24.42 LT		
205	17.89	41.92	24'26'58"	9.08	3+14.80	3+30.54	24.52 LT	21.97 LT		
206	41.94	100.08	24'00'25"	21.28	3+30.54	3+73.41	21.97 LT	17.72 LT		

		REC	REATION	ON D	RIVE	SIDEWAL	K	
		В	OW CI	URVE	DATA	TABLE		
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BC STA	EC STA	BC OFFSET	EC OFFSET
207	7.92	5.00	90°43′55"	5.06	3+25.35	3+29.21	30.79 LT	36.29 LT

	CHURCHILL DRIVE									
	EP CURVE DATA TABLE									
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BC STA	EC STA	BC OFFSET	EC OFFSET		
(03)	15.98	40.00	22'53'35"	8.10	3+44.88	3+64.85	10.00 RT	10.00 RT		
104	5.32	2.00	152 19 35"	8.12	4+25.84	4+26.62	9.48 RT	5.68 RT		
(05)	22.21	50.00	25'26'45"	11.29	3+98.57	4+21.71	8.63 LT	4.50 LT		
106	23.97	60.00	22'53'35"	12.15	3+44.88	3+64.85	10.00 LT	10.00 LT		



	C	HURCHILL	DRIVE	
	EP	LINE DATA	TABLE	·
LINE	DISTANCE	BEARING	BEGIN STA	END STA
(1)	61.10	N 22°56'00" E	3+64.85	4+18.48
<b>(2)</b>	4.31	N 04'44'25" W	4+26.62	4+30.92
<b>(3)</b>	22.41	N 06'37'30" W	4+30.92	4+53.27
4	5.60	N 11'08'36" W	4+47.77	4+53.31
<b>(5)</b>	26.07	N 02°30'45" W	4+21.71	4+47.77
<b>6</b>	31.37	S 22'56'00" W	3+64.85	3+98.57

PEARSON ROAD						
	<u> </u>	LINE DATA	TABLE			
LINE	DISTANCE	BEARING	BEGIN STA	END STA		
<b>(7)</b>	15.90	N 89'30'47" E	55+66.49	55+82.39		
<b>(8)</b>	4.46	N 87°14'45" E	57+09.80	57+14.27		

	RE	CREATION	DRIVE	
		INE DATA	TABLE	
LINE	DISTANCE	BEARING	BEGIN STA	END STA
<b>(9)</b>	100.91	S 00°02'25" W	2+72.42	3+74.11
(10)	9.66	S 03'29'17" E	3+74.11	3+83.29
(11)	44.30	S 00°02'25" W	2+71.23	3+14.80
(12)	36.81	N 89"18'31" E	3+29.21	3+26.12
(13)	9.43	S 11'13'50" W	3+73.41	3+83.15

CONFORM TO (E)
PAVEMENT STA 4+47.77 4.50 LT SMOG BUSTERS CENTER FOR HEALTHY LIVING APN 054-040-019 CALIFORNIA VOCATIONS INC APN 054-040-020 APN 054-040-113 2-9"DEC (P) TOP OF CUT 읍 SEE DETAIL "A" 21 10 STA 56+16.43 1 RELOCATED (E) SCHOOL—CROSSING GUARD SHACK 7 (P) CHAIN LINK FENCE BACKFILL WITH NATIVE SOIL

AS SPECIFIED BY

(P) HP

RESIDENT ENGINEER

(P) C&G PARADISE ELEMENTARY SCHOOL APN 054-050-005 (E) C&G 6 STA 2+72.42 24.42 RT | STA 2+71.23 24.42 LT ECR FL 1730.07 (P) EP FL<sub>x</sub> 1730.36 (P) BOW (P) C&G (P) TCE (P) TOE OF FILL— --: (P) TOE OF FILL (P) CONC SW (4" THICK) CONFORM TO PARADISE INTERMEDIATE SCHOOL APN 054-050-023 BACKFILL WITH NATIVE SOIL-AS SPECIFIED BY RESIDENT ENGINEER

(P) TOE OF FILL.

SAWCUT/CONFORM TO EXISTING

2 STA 3+59.51 16' WIDE DRWY NQ. 17

°/W&NE <del>≪</del>

STA 3+74.11 18.37 RT WA

STA 3+83.29 17.74 RT

(P) SAWCUT LINE \_

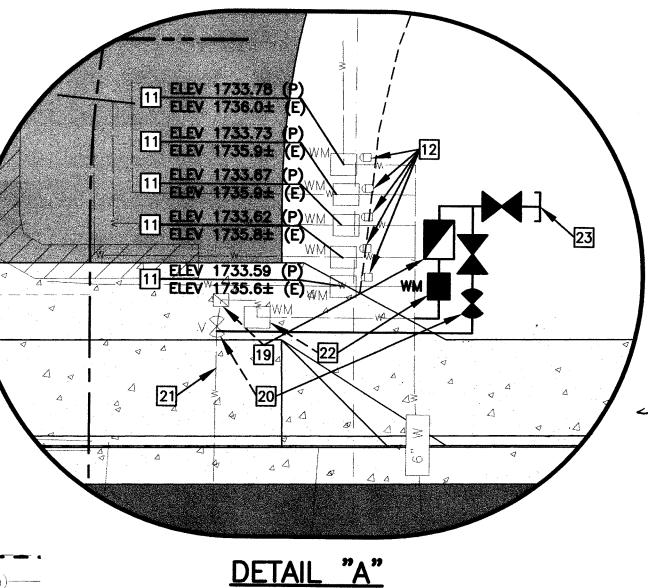
STA 3+83.25 END IMPROVEMENTS

<u>PLAN</u>

CONFORM TO (E)

**PAVEMENT** 

MRO ENGINEERS, INC. AND TOWN OF PARADISE OF ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS



## **CONSTRUCTION NOTES:**

- CONSTRUCT CURB RAMP TYPE B, PER BUTTE COUNTY STD S-6.
- 2 CONSTRUCT DRIVEWAY PER BUTTE COUNTY STD S-3A.
- 3 CONSTRUCT CURB RAMP TYPE A, PER BUTTE COUNTY STD S-5.
- 4 ADJUST (E) WATER VALVE TO GRADE.
- 5 MAINTAIN (E) CONTROL POINT.
- 6 REMOVE (E) ROADWAY, CURB, GUTTER, AND SIDEWALK.
- 7 INSTALL NEW CHAIN LINK FENCE PER CALTRANS STD A85.
- 8 PROTECT (E) POLE AND GUY WIRE.
- 9 PROTECT (E) FIRE HYDRANT.
- 10 RELOCATE (E) POLE AND GUY WIRE.
- PID TO ADJUST 5 (E) WATER METERS TO GRADE PER PID REQUIREMENTS. SEE DETAIL "A" ON THIS SHEET.
- 12 RELOCATE 5 (E) MAILBOX.
- 13 INSTALL TYPE 1B SIGNAL POLE.
- 14 INSTALL TYPE 19-3-100 SIGNAL POLE.
- 15 INSTALL TYPE 24-3-100 SIGNAL POLE.
- 16 REMOVE (E) TREE.

- CONFORM TO

(P) TCE

(P) TOE OF FILL

(P) C&G

S 89'31'02" E

(E) AC WALKWAY

- VERIFY DEPTH OF EXISTING WATER SERVICE OR WATER MAIN LINES PRIOR TO EXCAVATION.
- RELOCATE 5 (E) WATER SERVICE LINES WITHIN THE PROPOSED CONSTRUCTION OF CHURCHILL ROAD.
- RELOCATE (E) BACKFLOW PREVENTION DEVICE. SEE DETAIL "A" ON THIS SHEET.
- 20 RELOCATE (E) IRRIGATION VALVE.
- PROTECT (E) IRRIGATION SERVICE LINE TO REMAIN IN SERVICE.
- PID TO RELOCATE (E) WATER METER. SEE DETAIL "A" ON THIS SHEET.
- POINT OF CONNECTION FOR PROPOSED LANDSCAPING.
- PROTECT (E) TREE.

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Of 27 Sheets

R.W

**NOTES:** 

**LEGEND:** 

1. SEE SHEET E-1 AND E-2 FOR

TRAFFIC SIGNAL PLAN DETAILS

(P) 3.6" GRINDOUT WITH

(P) 2" HMA OVER 4" AB

(P) 4" HMA OVER 8" AB

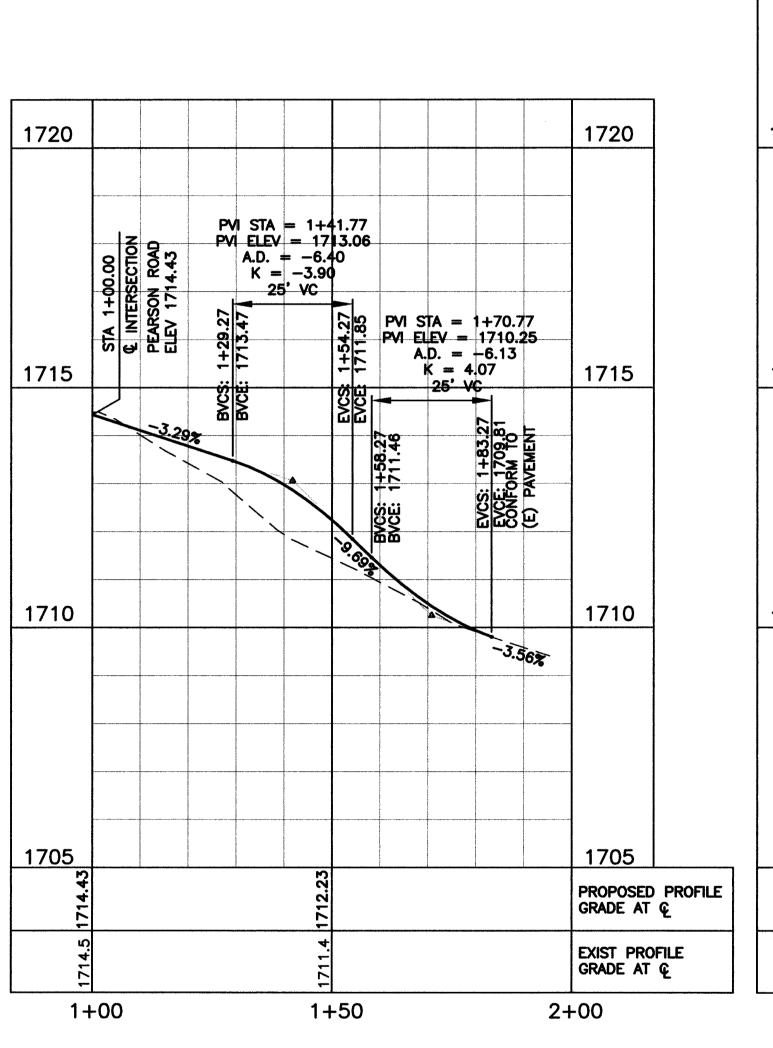
(P) 5" HMA OVER 14" AB

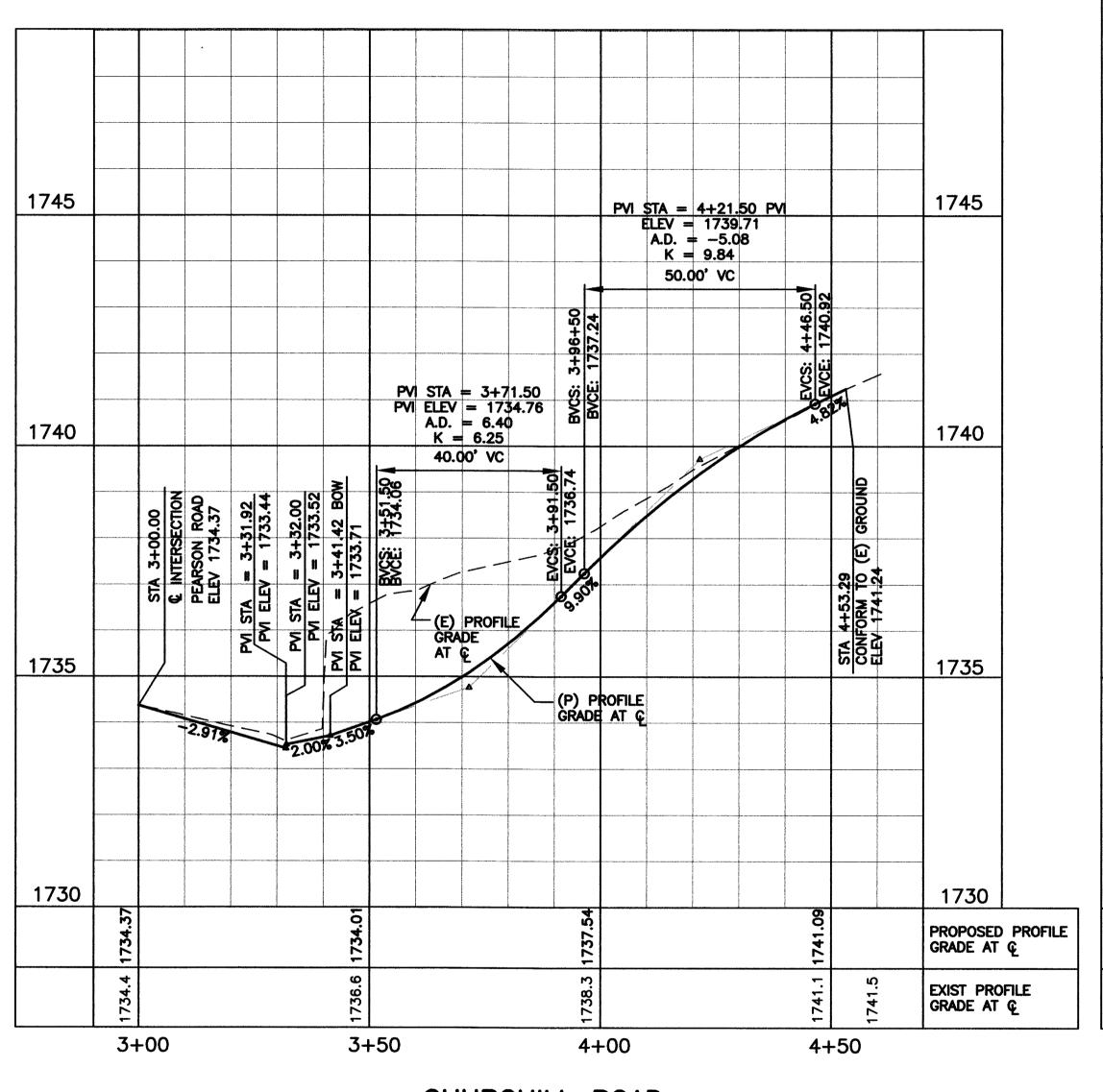
3.6" HMA REPLACEMENT

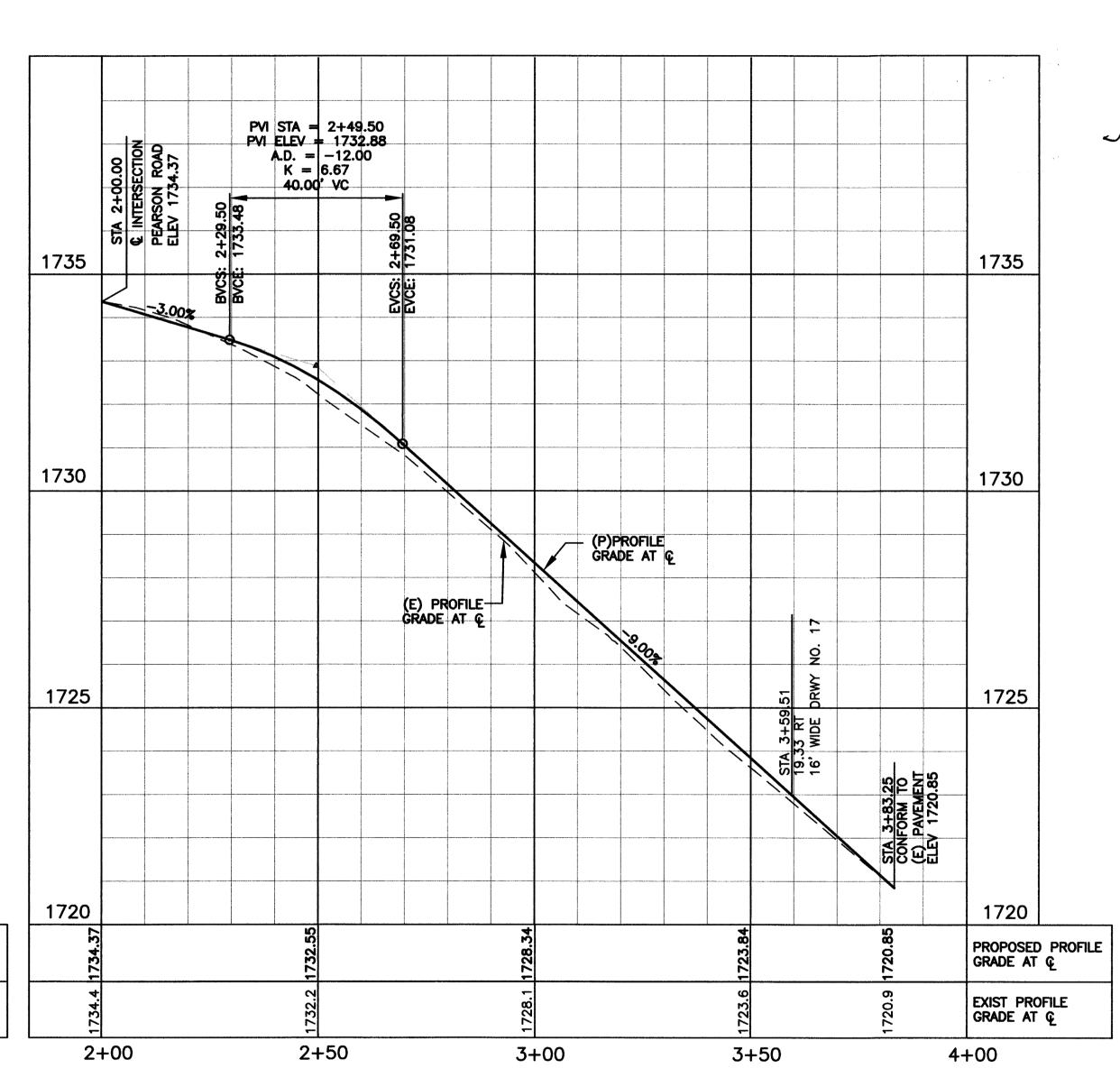
(P) CURB, GUTTER, SIDEWALK, AND CURB RAMPS

(P) HMA CONFROM

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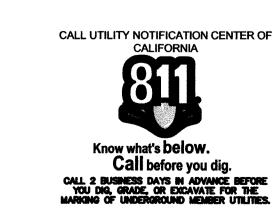




MALLAN LANE **PROFILE** HORZ 1"=20' VERT 1"=2'

CHURCHILL ROAD **PROFILE** HORZ 1"=20' VERT 1"=2'

RECREATION DRIVE **PROFILE** HORZ 1"=20' VERT 1"=2'



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PEARSON Sheet Of 27 Sheets

SIGNALIZATION PROJECT

X

OFII

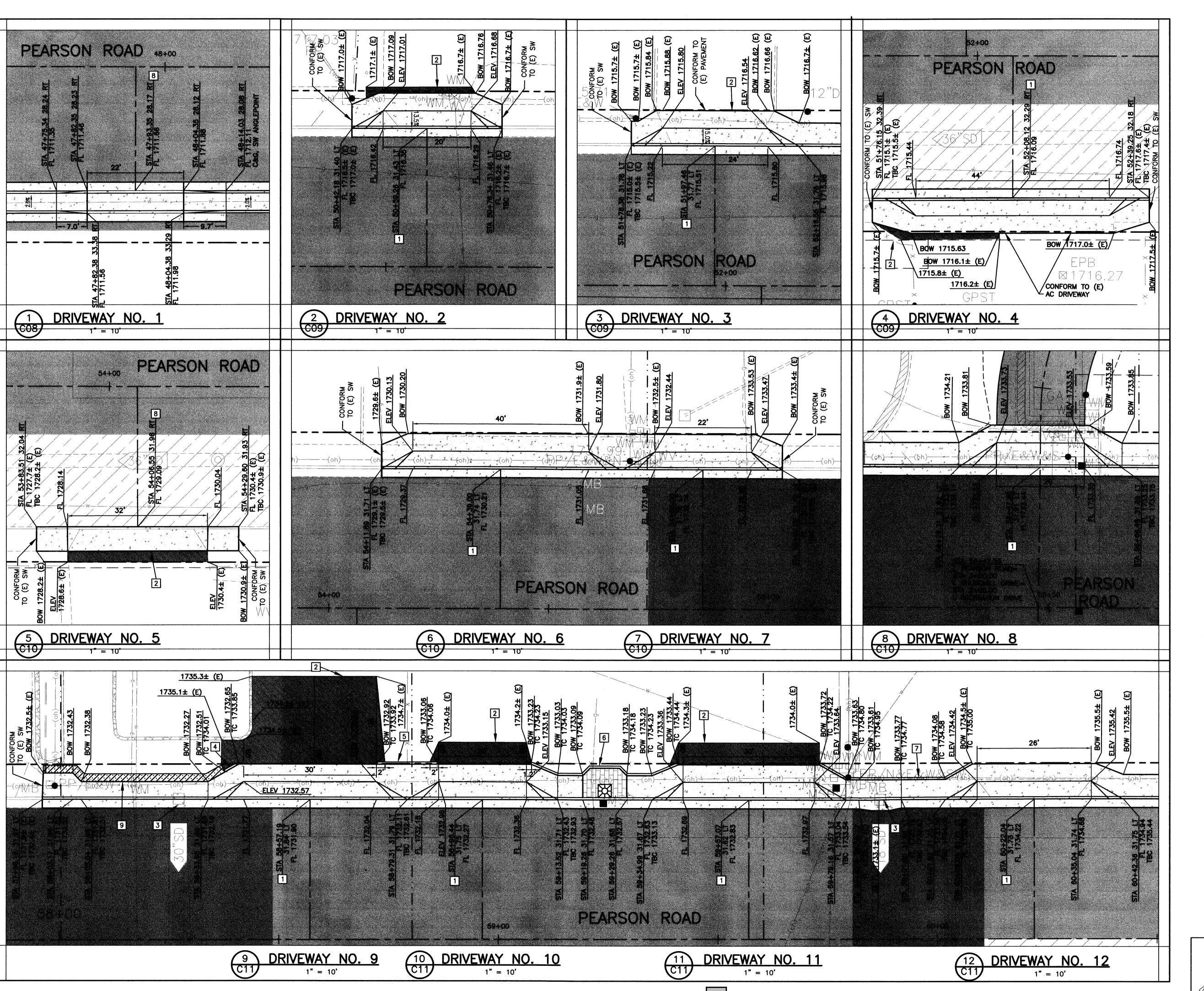
H

TRE

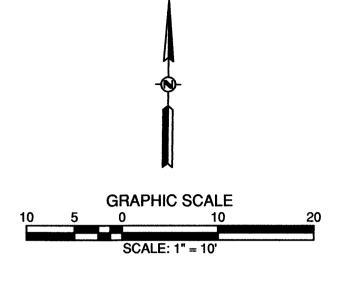
RECREATION

TOWN OF PARADISE

PUBLIC WORKS DEPARTMENT
5555 Skyway
Paradise, California 95969
PHONE: 530.872.6291 FAX: 530.877.5059
www.townofparadise.com



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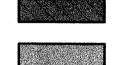
### **LEGEND:**



(P) 3.6" GRINDOUT WITH 3.6" HMA REPLACEMENT



(P) 2" HMA OVER 4" AB



(P) 4" HMA OVER 8" AB

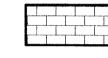


(P) 5" HMA OVER 14" AB



(P) CURB, GUTTER, SIDEWALK, AND CURB RAMPS

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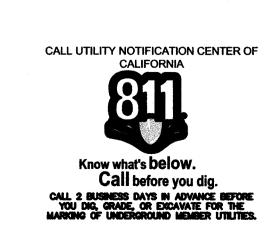
(P) COLORED AND STAMPED CONCRETE



(P) TREE WELL

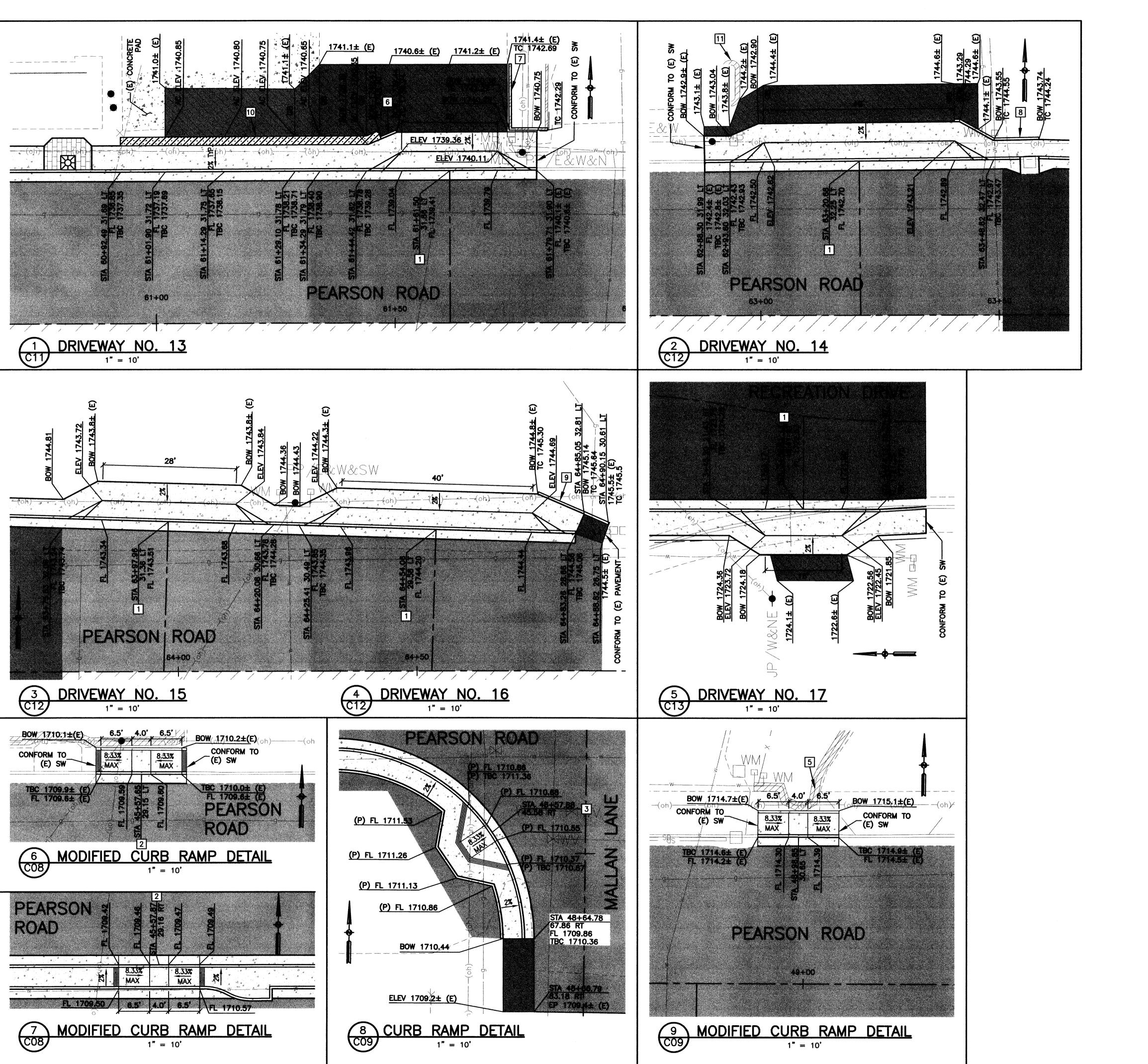
## **CONSTRUCTION NOTES:**

- CONSTRUCT DRIVEWAY PER BUTTE COUNTY STD S-3A.
- 2 INSTALL ASPHALT DRIVEWAY CONFORM TO MATCH EXISTING DRIVEWAY
- 3 PROTECT (E) DRAIN INLET.
- 4 INSTALL RETAINING CURB FROM STA 58+37.87 (38.17 LT) TO STA 58+41.04 (39.96 LT).
- 5 INSTALL RETAINING CURB FROM STA 58+72.31 (39.89 LT) TO STA 58+86.46 (39.86 LT).
- 6 INSTALL RETAINING CURB FROM STA 59+06.46 (39.81 LT) TO STA 59+41.04 (39.74 LT).
- 7 INSTALL RETAINING CURB FROM STA 59+73.14 (39.67 LT) TO STA 60+07.98 (39.79 LT).
- 8 CONSTRUCT MODIFIED DRIVEWAY PER BUTTE COUNTY STD S-3A.
- 9 SEE RETAINING WALL NO.1 ON SHEET C20 FOR DETAILS.



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### **LEGEND:**

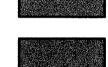
(P) 3.6" GRINDOUT WITH 3.6" HMA REPLACEMENT

(P) 2" HMA OVER 4" AB

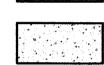




(P) 5" HMA OVER 14" AB



(P) HMA CONFORM



(P) CURB, GUTTER, SIDEWALK, AND CURB RAMPS

### **CONSTRUCTION NOTES:**

1 CONSTRUCT DRIVEWAY PER BUTTE COUNTY STD S-3A.

2 CONSTRUCT MODIFIED CURB RAMP TYPE B, PER BUTTE COUNTY STD S-6.

3 CONSTRUCT CURB RAMP TYPE A, PER BUTTE COUNTY STD S-5.

4 CONSTRUCT CURB RAMP TYPE B, PER BUTTE COUNTY STD S-6.

5 PROTECT EXISTING KEYSTONE RETAINING WALL.

6 INSTALL CONCRETE RETAINING CURB FROM STA 61+47.17 (38.56 LT) TO STA 61+50.42 (39.92 LT).

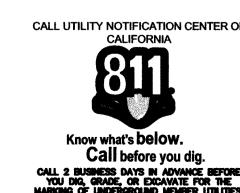
7 INSTALL CONCRETE RETAINING CURB FROM STA 61+73.96 (54.21 LT) TO STA 61+82.03 (40.31 LT).

8 INSTALL CONCRETE RETAINING CURB FROM STA 63+40.62 (40.49 LT) TO STA 63+58.33 (36.70 LT).

9 INSTALL CONCRETE RETAINING CURB FROM STA 64+73.55 (37.00 LT) TO STA 64+90.15 (30.61 LT).

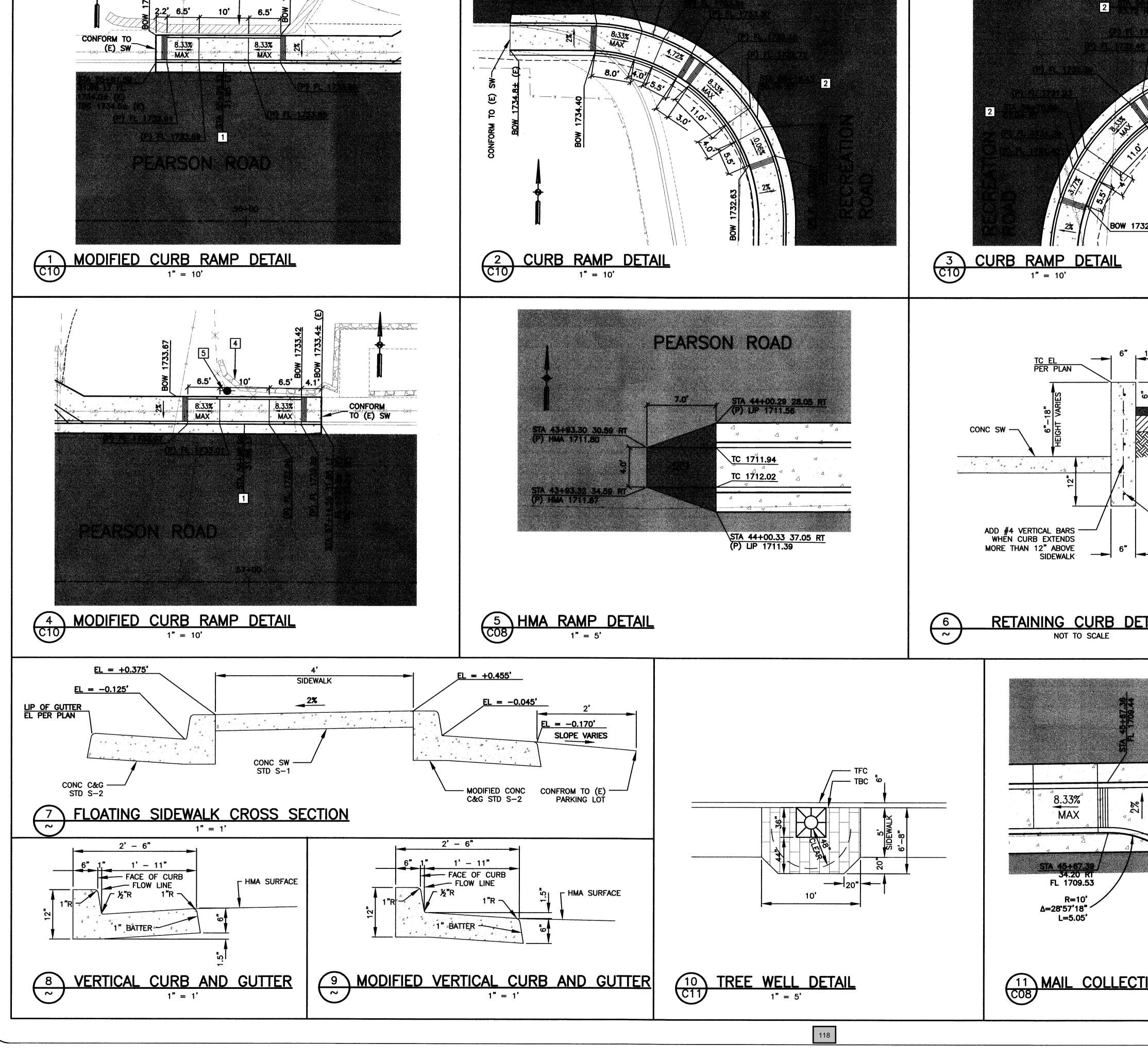
SEE RETAINING WALL NO.2 ON SHEET C20 FOR DETAILS.

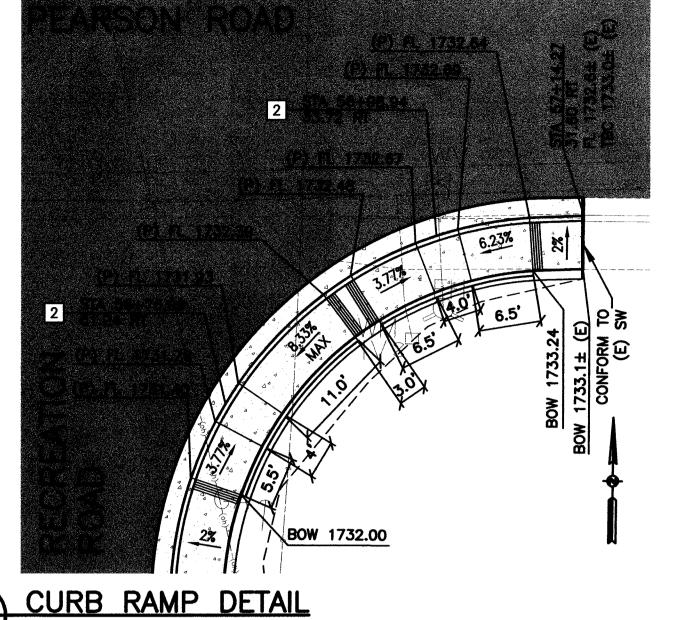
11 PROTECT (E) KEYSTONE PLANTER WALL.

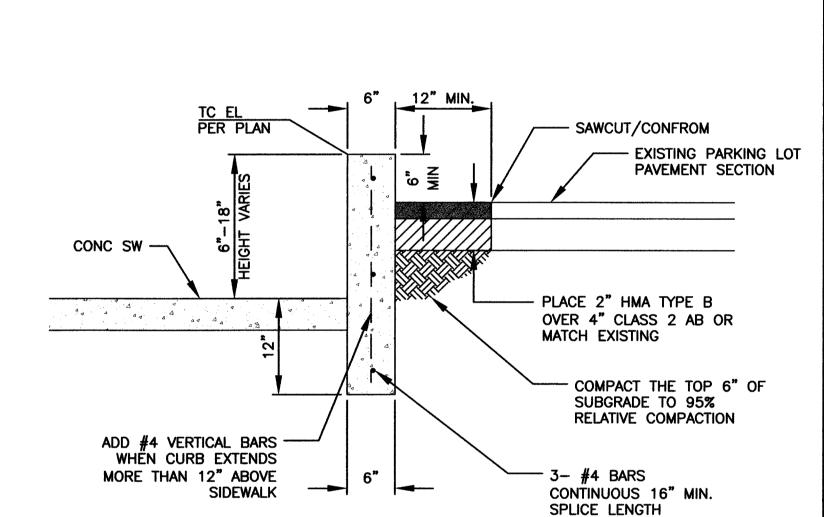


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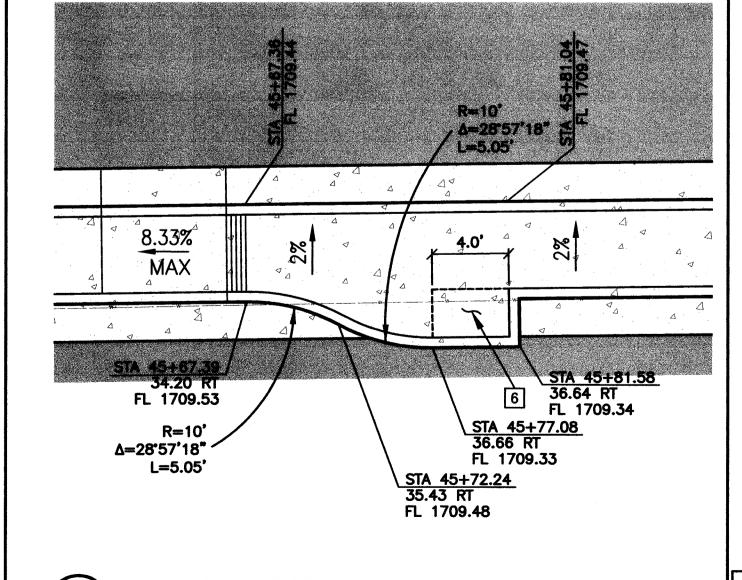
**C16** Of 27 Sheets











11 MAIL COLLECTION BOX CONCRETE PAD

1" = 5'

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### **LEGEND:**

(P) 2" HMA OVER 4" AB



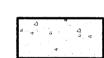
(P) 4" HMA OVER 8" AB



(P) 5" HMA OVER 14" AB



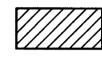
HMA CONFORM



(P) CURB, GUTTER, SIDEWALK, AND CURB RAMPS



(P) COLORED AND STAMPED CONCRETE



(P) AGGREGATE BASE



GNALIZ

3

### **CONSTRUCTION NOTES:**

1 CONSTRUCT MODIFIED CURB RAMP TYPE B, PER BUTTE COUNTY STD S-6.

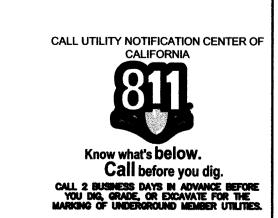
2 CONSTRUCT CURB RAMP TYPE B, PER BUTTE COUNTY STD S-6.

3 PROTECT EXISTING KEYSTONE RETAINING

PROTECT EXISTING ROCK RETAINING WALL.

5 (P) LOCATION OF POWER POLE.

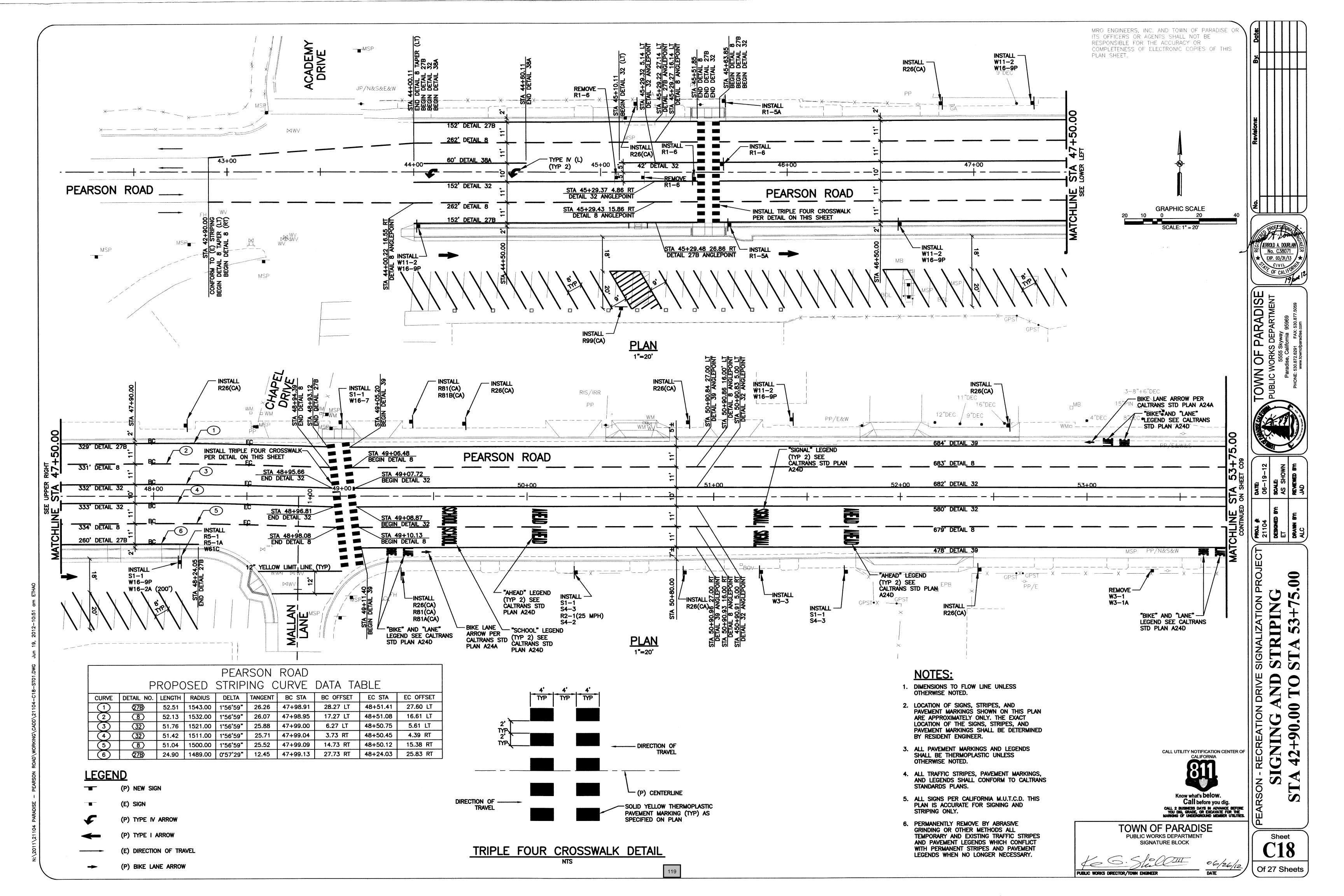
6 CONSTRUCT CONCRETE PAD FOR MAIL COLLECTION BOX PER USPS REQUIREMENTS. MINIMAL THICKNESS OF CONCRETE PAD IS 8 INCHES.

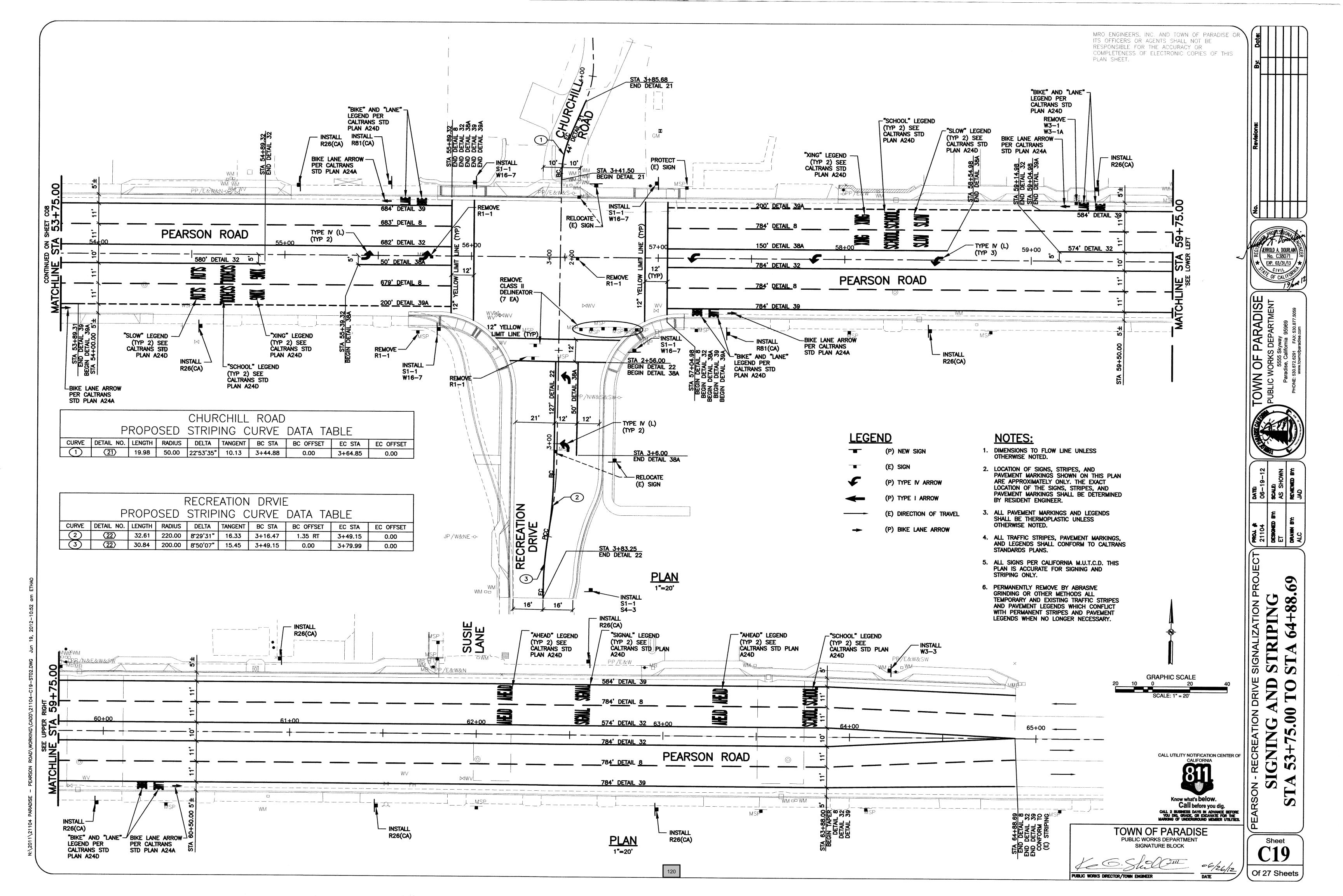


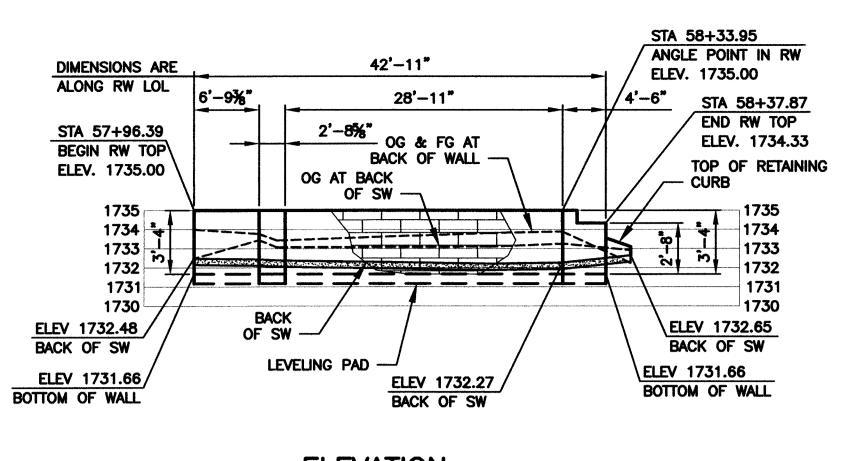
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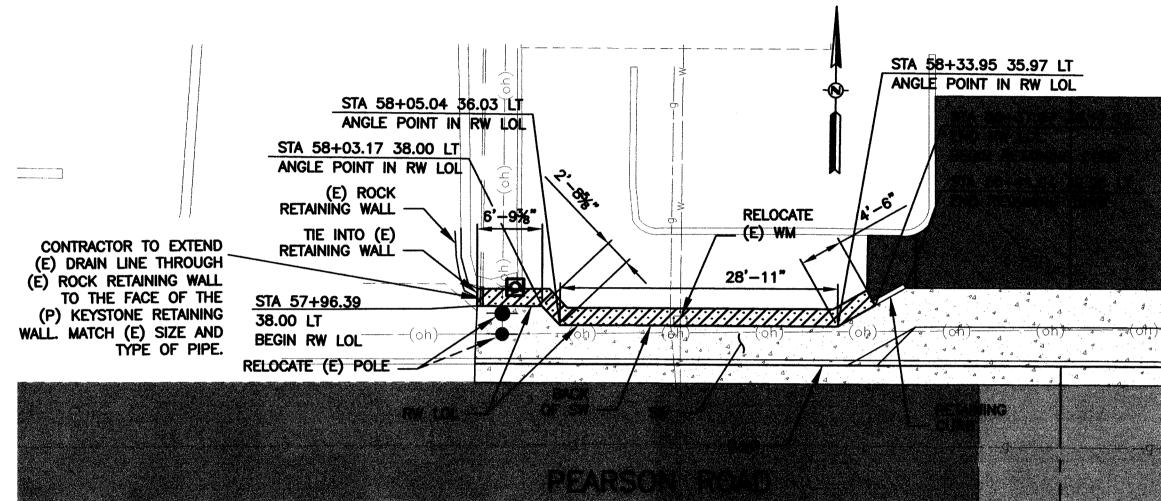
Sheet Of 27 Sheets



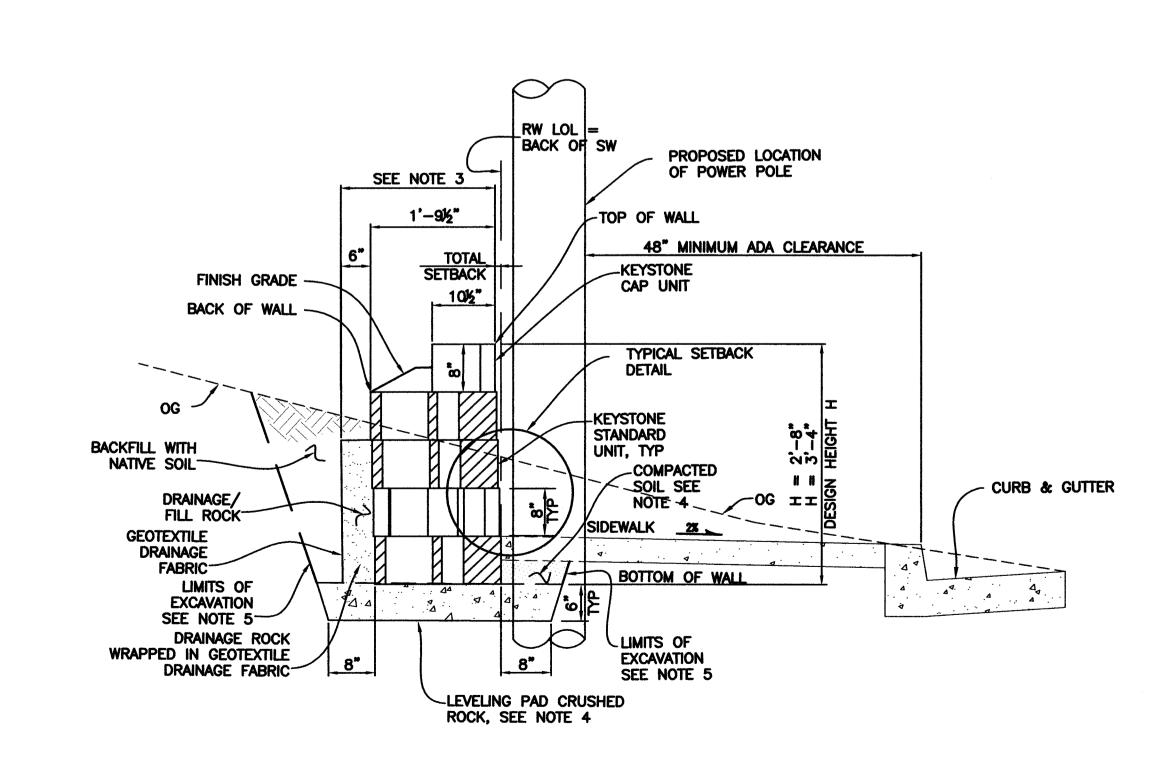




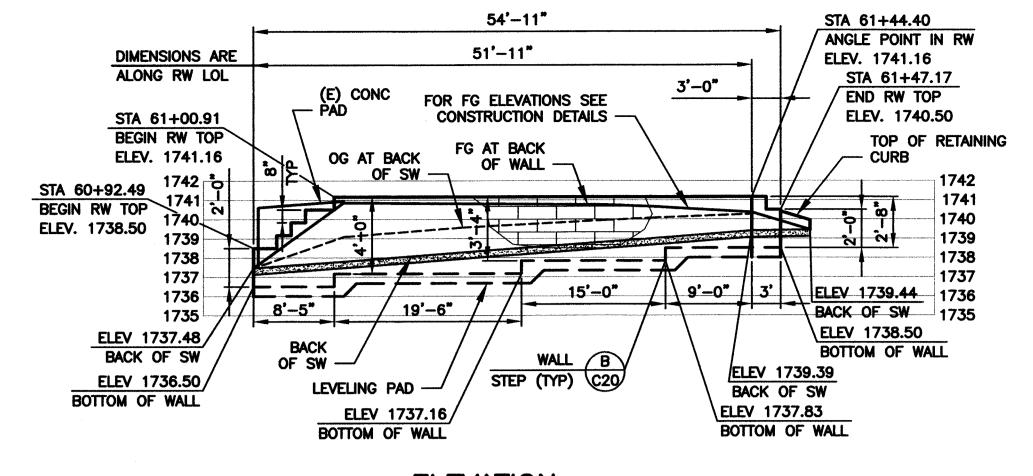
### **ELEVATION** H: 1"=10' V: 1'=5'



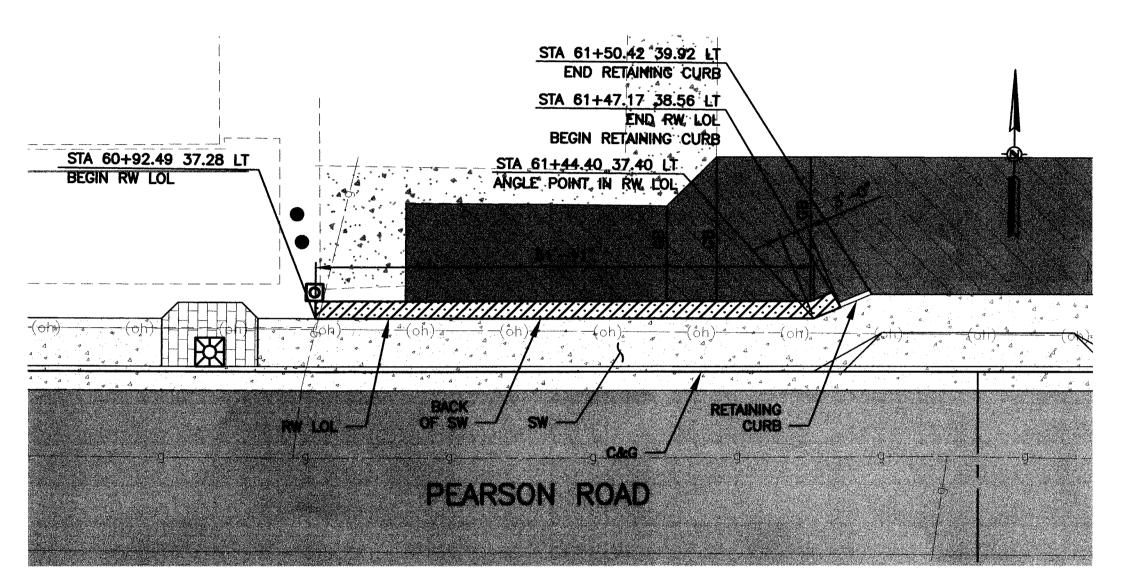
**PLAN** SCALE: 1"=10' RETAINING WALL NO. 1



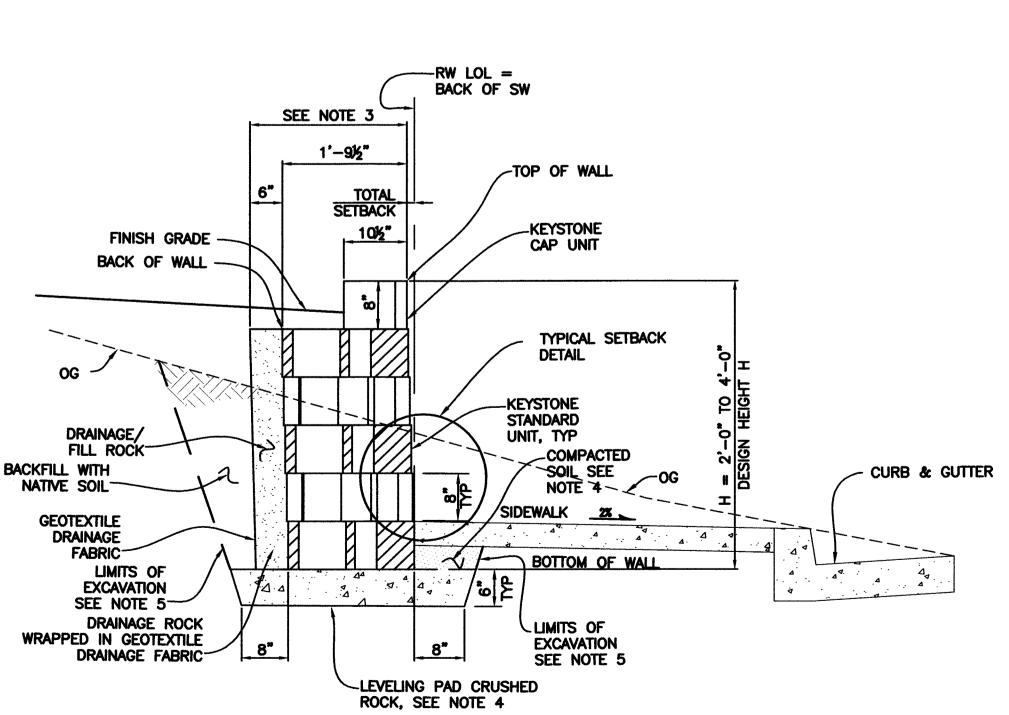
RETAINING WALL NO. 1 TYPICAL SECTION H = 2'-8" & 3'-4"SCALE: 3/4"=1-0"



### **ELEVATION** H: 1"=10' V: 1'=5'



PLAN SCALE: 1"=10' RETAINING WALL NO. 2



# RETAINING WALL NO. 2 TYPICAL SECTION H=2'-0" TO 4'-0" SCALE: 3/4"=1-0""

## **GENERAL NOTES:**

- 1. SEE "PLAN & PROFILE" SHEETS FOR ADDITIONAL INFORMATION ON LOCATION AND LAYOUT OF RETAINING WALLS.
- 2. ALL UNITS SHALL BE KEYSTONE STANDARD UNITS AND KEYSTONE CAP UNITS AS SHOWN. FOR DETAILS SEE "RETAINING WALL DETAILS" SHEET.
- 3. LIMITS OF DRAINAGE ROCK AND FILL ROCK FOR STANDARD UNIT. DRAINAGE/FILL ROCK SHALL BE 3/4" GRAVEL.

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- 5. LIMITS OF EXCAVATION FOR GRAVITY RETAINING WALLS
- FG FINISH GRADE WM - WATER METER SW - SIDEWALK



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4" SETBACK

• EACH COURSE,

**TYPICAL** 

**SETBACK** 

**DETAIL** 

4. REINFORCED SOIL, COMPACTED SOIL, AND 1/2" TO 3/4" CRUSHED STONE LEVELING PAD SHALL BE COMPACTED TO A MINIMUM 95% RELATIVE COMPACTION.

WITH NO GEOGRID SHALL EXTEND TO PROVIDE FOR PLACEMENT OF THE DRAINAGE ROCK AND SHALL BE SLOPED TO MEET EXCAVATION SAFETY REQUIREMENTS.

6. TOW - TOP OF WALL BOW — BOTTOM OF WALL LOL — LAYOUT LINE RW - RETAINING WALL OG - ORIGINAL GROUND

C&G - CURB AND GUTTER
(E) - EXISTING

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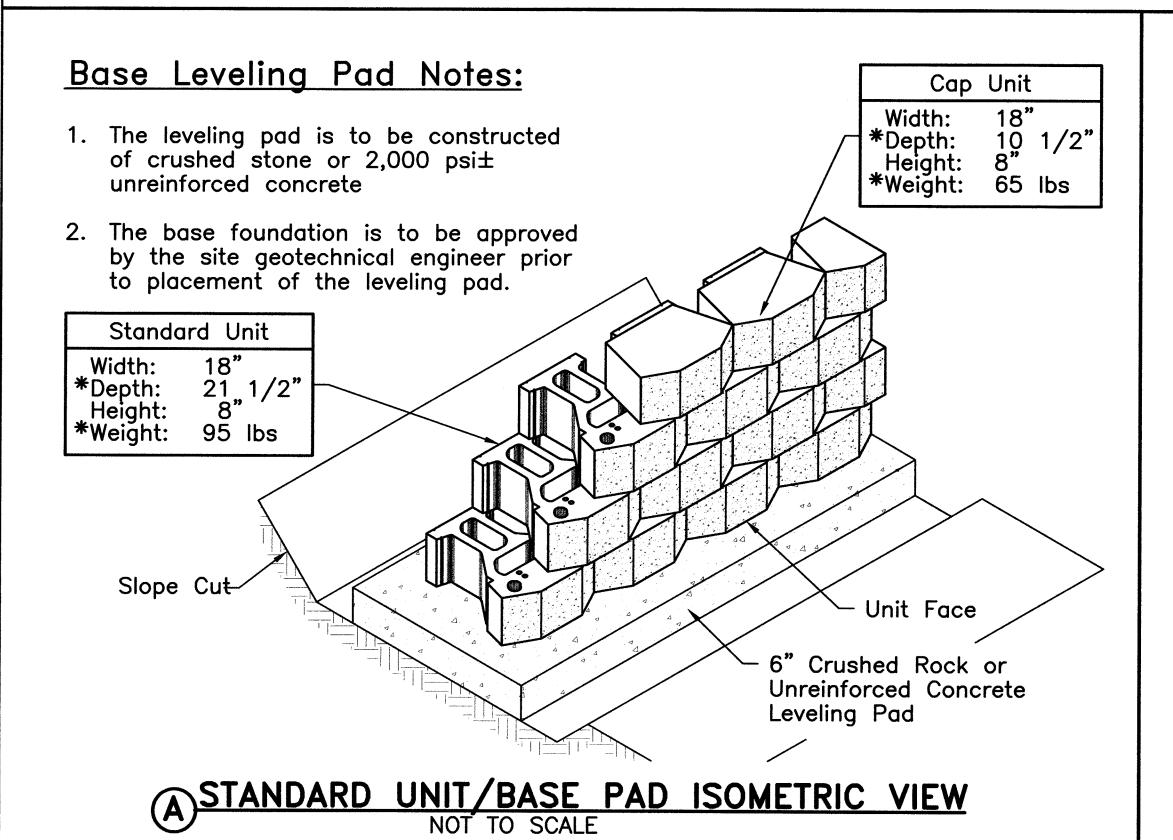
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AININ

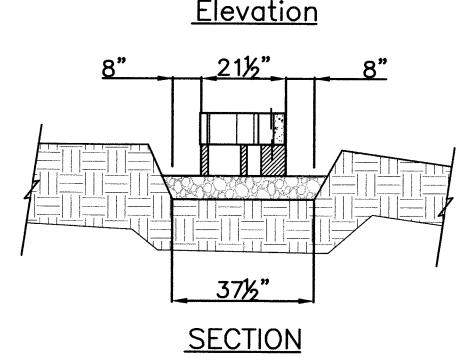
N

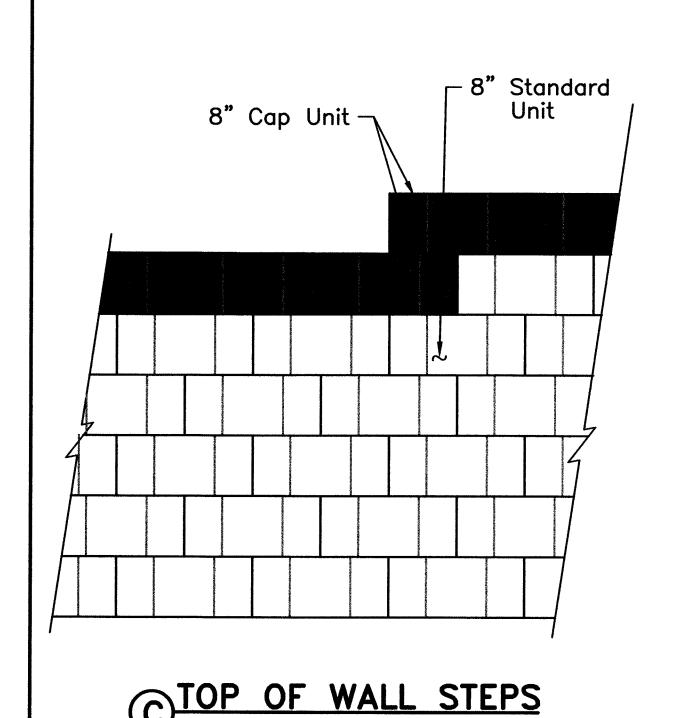
0

GENERA

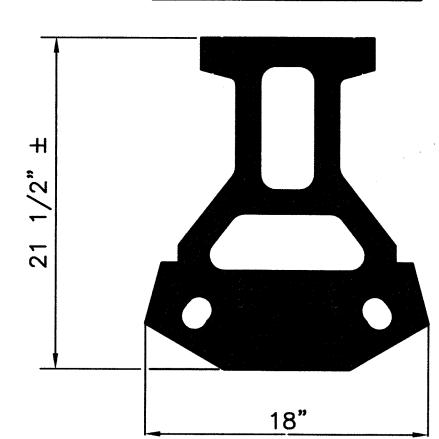


6" Crushed Rock or Unreinforced Concrete Leveling Pad <u>Elevation</u>





Standard Elevation

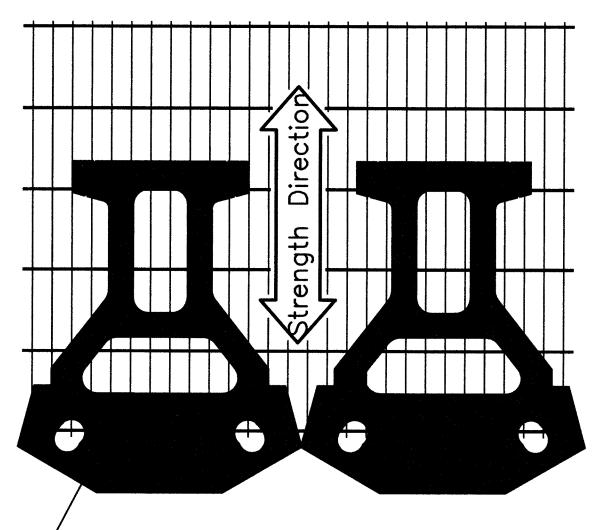


STANDARD PLAN

## STANDARD UNIT

NOT TO SCALE

\* Dimensions May Vary by Region



∠ Geogrid is to be Placed on Level Backfill and Extended Over the Fiberglass Pins. Place Next Unit. Pull Grid Taught and Backfill. Stake as required.

DGRID & PIN CONNECTION

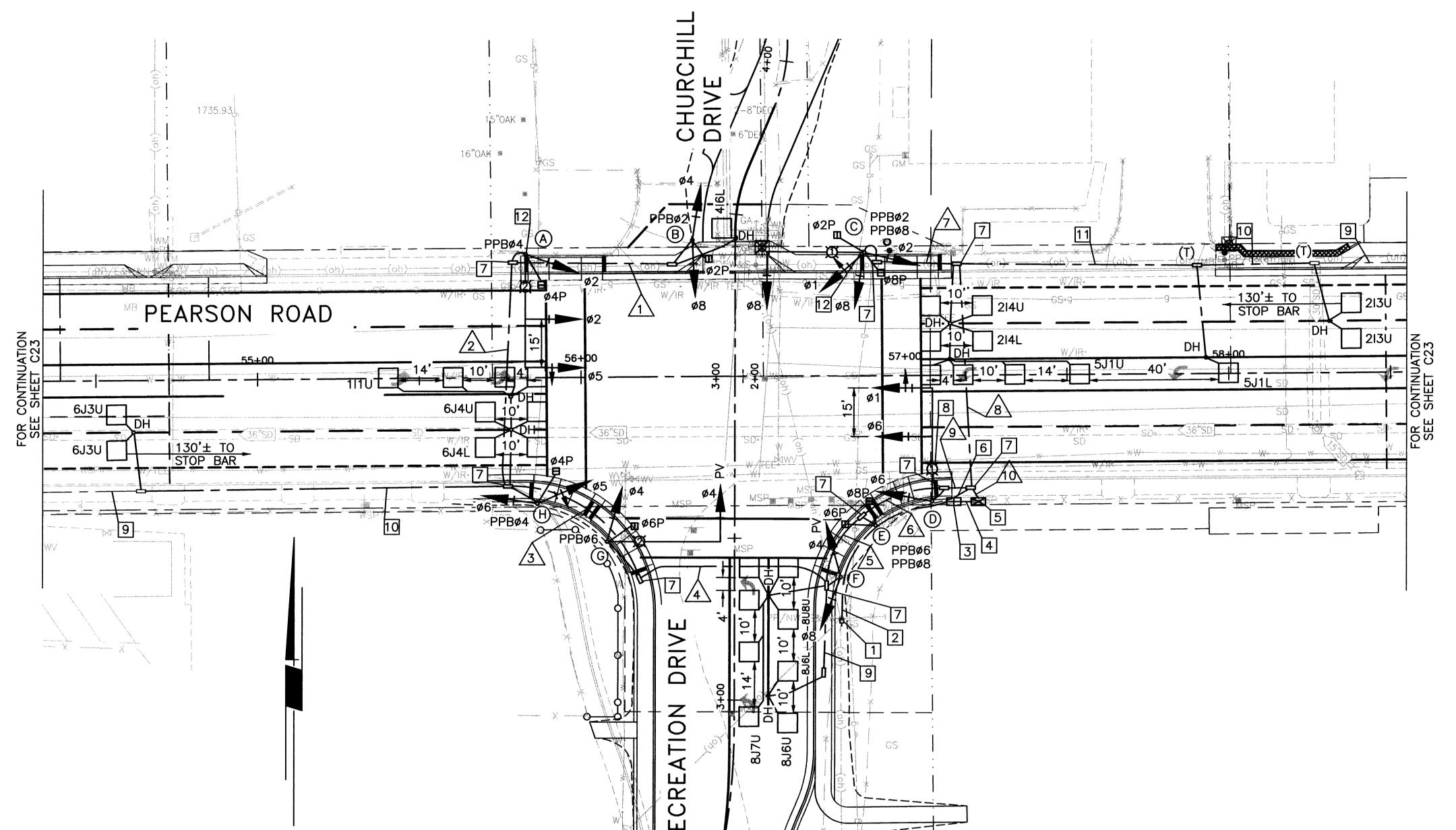
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\*Dimensions & Weight May Vary by Region

DET

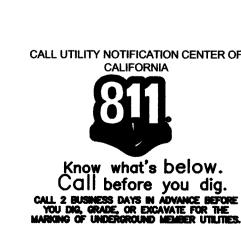


### CONSTRUCTION NOTES:

- 1 EXISTING PG&E POWER POLE. CONTRACTOR SHALL CONTACT PG&E FOR POLE QUADRANT TO BE USED.
- 2 PLACE 2" CONDUIT AND RISER WITH PULL ROPE PER PG&E'S REQUIREMENTS.
- 3 PLACE NEW METERED SERVICE PEDESTAL (120/240V, 1ø, 3 WIRE) AS SHOWN. DOOR SHALL OPEN TO THE NORTH.
- 4 PLACE 2" CONDUIT WITH 3#6 THWN AND 1#10 THWN GROUND.
- 5 PLACE NEW TYPE 170 CONTROLLER IN 332 CABINET WITH BATTERY BACK-UP AS SHOWN.
- 6 PLACE 2" CONDUIT WITH 3#6 THWN AND 1#6 THWN GROUND FOR STREET LIGHTING POWER, 3#14 THWN FOR PHOTO CELL.
- 7 PLACE NEW No. 6 PULL BOX.
- PROVIDE A SUITABLE TWIST-LOCK RECEPTACLE FOR PHOTO CELL ON THIS LUMINAIRE.
- 9 PLACE 1-1/2" CONDUIT WITH TWO DETECTOR CABLES AND 1#10 THWN GROUND.
- 10 PLACE 1-1/2" CONDUIT WITH THREE DETECTOR CABLES AND 1#10 THWN GROUND.
- 11 PLACE 1-1/2" CONDUIT WITH 4 DETECTOR CABLES AND 1#10 THWN GROUND.
- 12 POLE HEIGHT AT THIS LOCATION SHALL BE 25'.

## NOTES:

- 1. THIS PLAN IS ACCURATE FOR ELECTRICAL WORK ONLY.
- 2. ALL NEW TRAFFIC SIGNAL AND STREET LIGHTING STANDARDS SHALL BE GALVANIZED STEEL POLES.
- 3. ALL NEW LUMINAIRES SHALL BE INSPECTED BY THE ENGINEER PRIOR TO INSTALLATION.
- 4. ALL NEW LUMINAIRES SHALL BE 145 WATT LED, UNLESS OTHERWISE NOTED.
- 5. DETECTOR LOOPS SHALL BE CENTERED IN THE LANE, UNLESS OTHERWISE NOTED.
- 6. DETECTOR LOOPS SHALL BE A SHIELDED TWO TWISTED PAIR #18, CANOGA 30003 OR APPROVED EQUAL.
- 7. ALL NEW CONDUIT SHALL BE SCHEDULE 40 PVC, UNLESS OTHERWISE NOTED.



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PHASE DIAGRAM

SCALE: 1"=20'

123

9-12

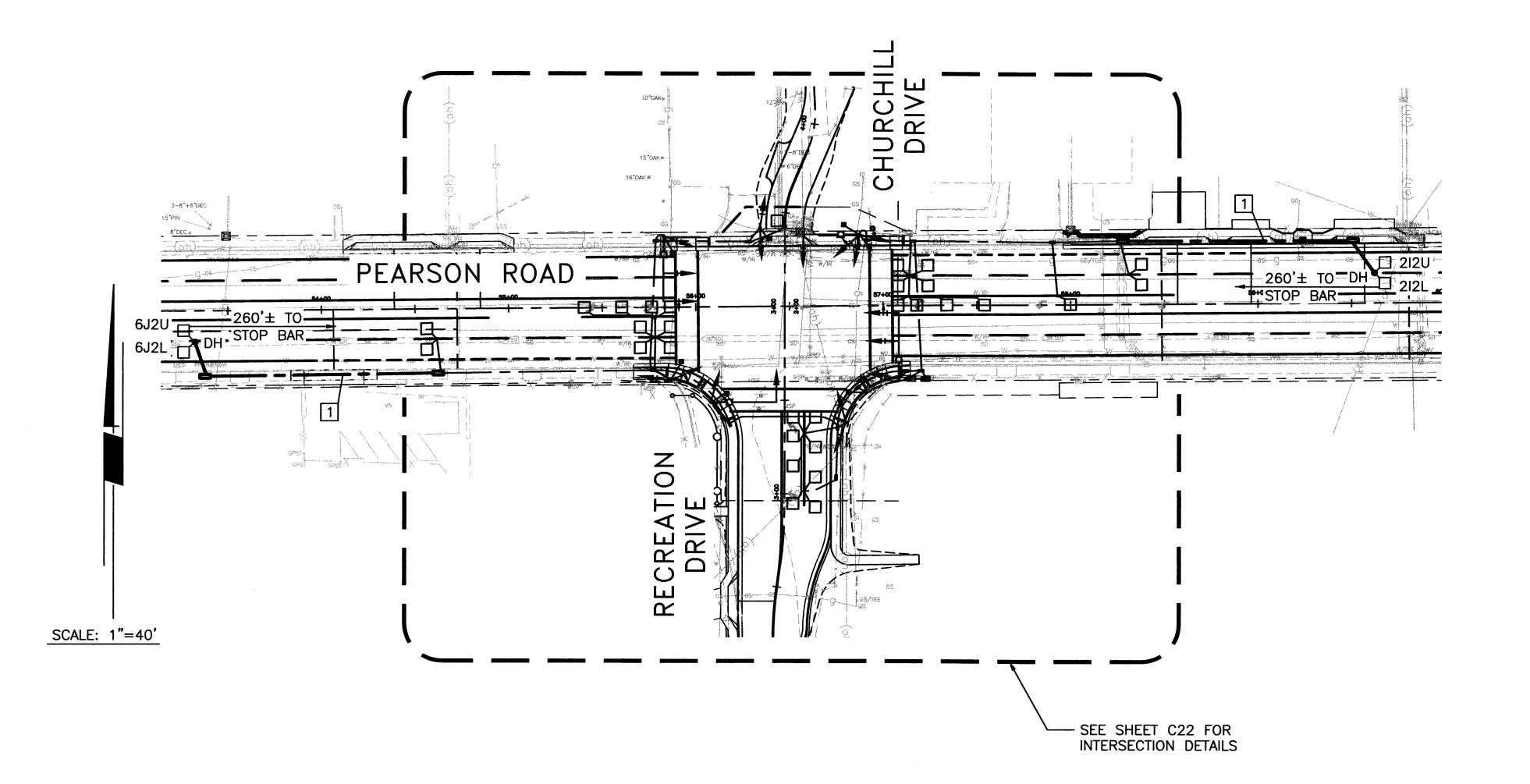
37: SCALE: 1\*=20'

DESIGNED BY:

ON DRIVE SIGNALIZATION PRO SON ROAD AND EATION DRIVE

SON - RECREATION DRIVE S
PEARSON RO
RECREATION

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## CONSTRUCTION NOTES:

1 PLACE 1-1/2" CONDUIT WITH TWO DETECTOR CABLES AND 1#10 THWN GROUND.

## NOTES:

- 1. THIS PLAN IS ACCURATE FOR ELECTRICAL WORK ONLY.
- 2. SEE SHEET C22 FOR GENERAL NOTES.

	COND	CONDUCTOR SCHEDULE									
AWG	CIRCUIT	1	/2	3	4	RUNS 5	6	$\overline{A}$	8	9	49
	Ø1 SIGNAL		7=7	733	<u> </u>	701	<del></del>	3	3	3	3
	Ø2 SIGNAL		3	3	3	3	3	3	3	3	6
	ø3 SIGNAL										
	ø4 SIGNAL	3	3	3	3	3	3			3	3
	ø5 SIGNAL		3	3	3	3	3			3	3
	ø6 SIGNAL			3	3	3	3			3	3
	Ø7 SIGNAL	7	7	7	7	7	7	-	7		
	Ø8 SIGNAL	3	3	3	3	3	3	3	3	3	6
	ø2 PED	2	2	2	2	2	2	2	2	2	2
	ø4 PED		2	2	2	2	2			2	2
#14	Ø6 PED				2	2	2			2	2
<del>-</del>	Ø8 PED						2	2	2	2	2
	ø2 PPB	2	2	2	2	2	2	2	2	2	2
	ø4 PPB		2	2	2	2	2			2	2
	Ø6 PPB Ø8 PPB				2	2	2	2		2	2
	Ø8 PPB								2	2	2
	PPB COMMON	1	1	1	1	1	1	1	1	1	1
	LIGHTING CONTROL									3	
	SPARES	3	3	3	3	3	3	3	3	3	6
	TOTAL #14	14	24	27	31	31	35	21	21	41	47
#10	SIGNAL COMMON	1	1	1	1	1	1	1	1	1	1
#10	SIGNAL COMMON	<u> </u>		<u> </u>		1	1		ì	,	
#6	LUMINAIRES			2	2		2	2	2	3	
	ø1 DETECTOR			1	1	11	1			1	1
Щ	Ø2 DETECTOR								5		5
TOR	ø3 DETECTOR	4	4	4	4	A	4				
23	Ø4 DETECTOR	1	11	11	11	1	1			1	1
입고	ø5 DETECTOR ø6 DETECTOR			5	5	5	5		2	5	<u>2</u> 5
EI.	Ø7 DETECTOR			3	5	3	5			5	3
DETECT LEAD-IN	Ø8 DETECTOR					4	4			4	4
쁘							•				
	TOTAL DLC	1	1	-	7	11	4.4			4 4	4.0
	TOTAL DLC		Į .	7	7	11	11		7	11	18
	CONDUIT SIZE	3"	3"	3"	3"	3"	3"	3"	3"	3"	2-3"
	PERCENT FILL	6%	8%	15%	16%	18%	19%	12%	14%	21%	12%

	POLE AND EQUIPMENT SCHEDULE									
LOCATION	STANDARD		I		SIG MTG			PPB	LUM	NOTES.
LOCATION	TYPE	SIG MA	LUM MA	MAST	POLE	SIGNAL MTG	ø	ARROW	WATTAGE	NOTES
<b>(A)</b>	23–3–100	35'	10'	MAT MAS	SV-1-T	SP-1-T	4	LEFT	145 LED	INSTALL G7-1 "RECREATION/CHURCHILL" ON SIGNAL MAST ARM. POLE HEIGHT TO BE 25'.
B	1-B (10')				TV-2-T	SP-1-T	2	RIGHT		10' POLE
0	19-3-100	30'	10'	MAT	SV-3-T	SP-2-T	2 8	LEFT RIGHT	145 LED	INSTALL G7-1 "PEARSON" ON SIGNAL MAST ARM. POLE HEIGHT TO BE 25'.
0	24-3-100	35'	10'	MAT MAS	SV-1-T				145 LED	INSTALL G7-1 "RECREATION/CHURCHILL ON SIGNAL MAST ARM
E	1-B (7')					TP-2-T	6 8	RIGHT LEFT		7' POLE
Ē	1-B (10')				TV-2-T					10' POLE
©	24-3-100	35'	10'	MAT	SV-1-T	TP-1-T	6	LEFT	145 LED	INSTALL G7-1 "PEARSON" ON SIGNAL MAST ARM
H	1-B (10')				TV-2-T	SP-1-T	4	RIGHT		10' POLE

POLE HEIGHT AT LOCATIONS 'A' AND 'C' SHALL BE 25'.

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RECREATION DRIVE SIGNALIZATION PROJECT PEARSON ROAD AND RECREATION DRIVE SAFFIC SIGNAL PLAN NO. 2



SPRINKLERS\EMISSIONS

PIPING\TUBING

SYMBOL	MFG.	MODEL	ITEM\FLOW	RADIUS	PRECIP. RAT
Ø Ø <b>8</b>	HUNTER	MP100090 MP100045 MPLCSS515 MPRCSS515	-CV-12" POP-UP SPRAY MPR ROTATOR 90 - 120 DEGREE, LEFT & RIGHT END STRIPS GPM @40 PSI: CORNER =.19, Q =.19, H = .39 C = .19	8' – 15'	.33 IN\
•	HUNTER	MPSS530 RZWS-36-25-CV	DEEP ROOT BUBBLER WATERING SYSTEM. GPM @40 PSI: .25 GPM	TWO PER 1	TREE.
VALVES					
SYMBOL	MFG.	MODEL	ITEM		
•	HUNTER	SRV-101G	AUTOMATIC ELECTRIC REMOTE CONTROL VALVI PRESSURE REGULATOR (SIZE PER PLAN)	E W\ AS-40	ACCU-SYNC
$\bigotimes$	HUNTER	HQ3C	3/4" QUICK COUPLING VALVE		
$\oplus$	NIBCO	T-113	CLASS 125 BRONZE GATE VALVE FOR MANUA	L DRAIN VAL	VE .

NOTE: SET PRESSURE REGULATOR VALVE TO 40 PSI PER VALVES

AS PER CIVIL ENGINEERS PLANS. SEE DETAIL "A" SHEET C13

SAMBOL	MFG.	MODEL	IIEM
		CLASS 200	PVC LATERAL PIPE, SIZE PER PLAN
	-	SCH. 40	PVC MAINLINE PIPE, SIZE PER PLAN. MAINLINE LOCATION IS SHOWN FOR CLARITY ONLY. INSTALL TWO FEET OFF BACK OF SIDEWALKS, TYP.
	-	SCH. 40	PVC SLEEVE, SIZE PER PLAN.
CONTROLLE	R	MODEL	ITFM

e Korimon promoti Symmetry Sympo		_	SCH. 40	PVC SLEEVE, SIZE PER PLAN.
Andhessanapardapstanglese	CONTROLLER SYMBOL	MFG.	MODEL	ITEM
endine endine end end end end end end end end end e	NOT SHOWN WITHIN VALVE BOX	HUNTER	WVC-200	BATTERY OPERATED WIRELESS VALVE CONTROLLER (2 VALVES) LOCATED WITHIN THE IRRIGATION VAVLE BOX CONTRACTOR TO SUPPLY HUNTER WVP WIRELESS PROGRAMMER
мереноски одержаний	POINT OF CO	NNECTION MFG.	MODEL	ITEM

IRRIGATION NOTES

1. PLANS ARE DIAGRAMMATIC. ALL DIMENSIONS, QUANTITIES AND MATERIALS SHALL BE VERIFIED BY THE IRRIGATION CONTRACTOR. 2. SYSTEM DESIGNED FOR A MAXIMUM FLOW OF 3 GPM MAXIMUM AT 40 PSI. THE STATIC WATER PRESSURE AT THE POINT OF CONNECTION IS 90 PSI WAS FURNISHED BY THE WATER COMPANY SERVING THE SITE. THE IRRIGATION CONTRACTOR SHALL VERIFY THIS PRESSURE ON-SITE PRIOR TO INSTALLATION CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY IN WRITING SO ADJUSTMENTS CAN BE MADE.

3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION OF ANY UNDERGROUND UTILITIES. DAMAGE CAUSED BY THE CONTRACTORS'S INSTALLATION SHALL BE REPAIRED TO THE SATISFACTION OF THE GOVERNING AGENCY AND/OR OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS OF SUCH REPAIRS.

A. ALL PIPING AND 24 VOLT WIRING PASSING UNDER PAVING SHALL BE SLEEVED WITH SCH. 40 PVC. IRRIGATION CONTRACTOR RESPONSIBLE FOR COORDINATION WITH PAVING CONTRACTOR FOR INSTALLATION OF SLEEVES. 5. THE IRRIGATION CONTRACTOR SHALL PROVIDE AND INSTALL THE AUTOMATIC CONTROLLERS AND UF-14 CONTROL WIRE. THE ELECTRICAL SUBCONTRACTOR SHALL PROVIDE 110V SERVICES AND SERVICE HOOKUPS FROM THE POWER SOURCE TO THE AUTOMATIC CONTROLLERS. 6. MAINLINE SHALL BE PVC SCHEDULE 40 SOLVENT WELD WITH SCHEDULE 80 NIPPLES AND SCHEDULE 40 FOR ALL OTHER

FITTINGS FOR SIZES 2" AND LESS. USE PVC CLASS 315 WITH SCHEDULE 80 SOLVENT WELD FITTINGS FOR MAINLINE LARGER THAN 2". 7. LATERAL LINES SHALL BE PVC CLASS 200 PIPE WITH SCHEDULE 80 NIPPLES AND SCHEDULE 40 SOLVENT WELD FITTINGS.

MINIMUM COVER 12". 8. ALL PIPING, RCV'S AND QCV'S SHALL BE INSTALLED IN PLANTING AREA (PIPING ALL PIPING, RCV'S AND QCV'S SHALL BE

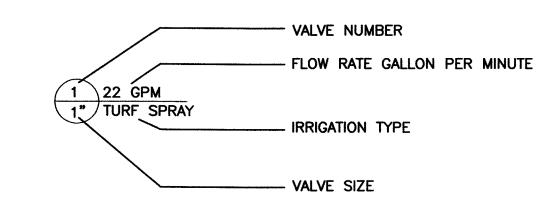
INSTALLED IN PLANTING AREA (PIPING ADJACENT TO WALKS OR PAVING. 9. INSTALL ALL SPRINKLER HEADS PERPENDICULAR TO SLOPES OR GRADES. 10. AUTOMATIC CONTROLLER SHALL BE PROGRAMMED TO OPERATE A MAXIMUM OF ONE VALVE PER STATION TO KEEP PLANT

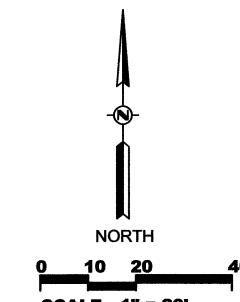
MATERIAL IN A HEALTHY, GROWING CONDITION, AND TO MINIMIZE RUNOFF OR EXCESSIVE WATERING. 11. ADJUST SYSTEM AS NECESSARY TO PREVENT OVERSPRAY ON PUBLIC WALKS OR ROADS. 12. SEE IRRIGATION DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.

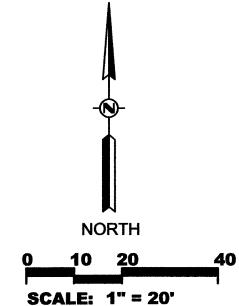
13. ALL MATERIALS AND WORK WITHIN THE RIGHT-OF-WAY SHALL MEET REQUIREMENTS OF THE UNIFORM BUILDING CODE, NATIONAL ELECTRICAL CODE, UNIFORM PLUMBING CODE AND ALL OTHER HEALTH AND SAFETY CODES, ORDINANCES, AND REQUIREMENTS, ADOPTED BY GOVERNING AGENCIES AND THE LATEST EDITION OF STANDARD CONSTRUCTION SPECIFICATIONS AND IMPROVEMENT STANDARDS OF SACRAMENTO COUNTY. ANY DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE LANDSCAPE ARCHITECT.

14. VALVE BOXES TO BE BURIED AS PER DETAIL AND HOT STAMPED WITH CORRESPONDING VALVE NUMBER.

15. ALL VALVES AND VALVE GROUPINGS TO BE INSTALLED WITH "TEE" OFF MAINLINE AND HAVE A LINE SIZE KING BROS. PVC BALL VALVE (OR EQUAL) INSTALLED TO ISOLATE VALVES FROM SYSTEM.





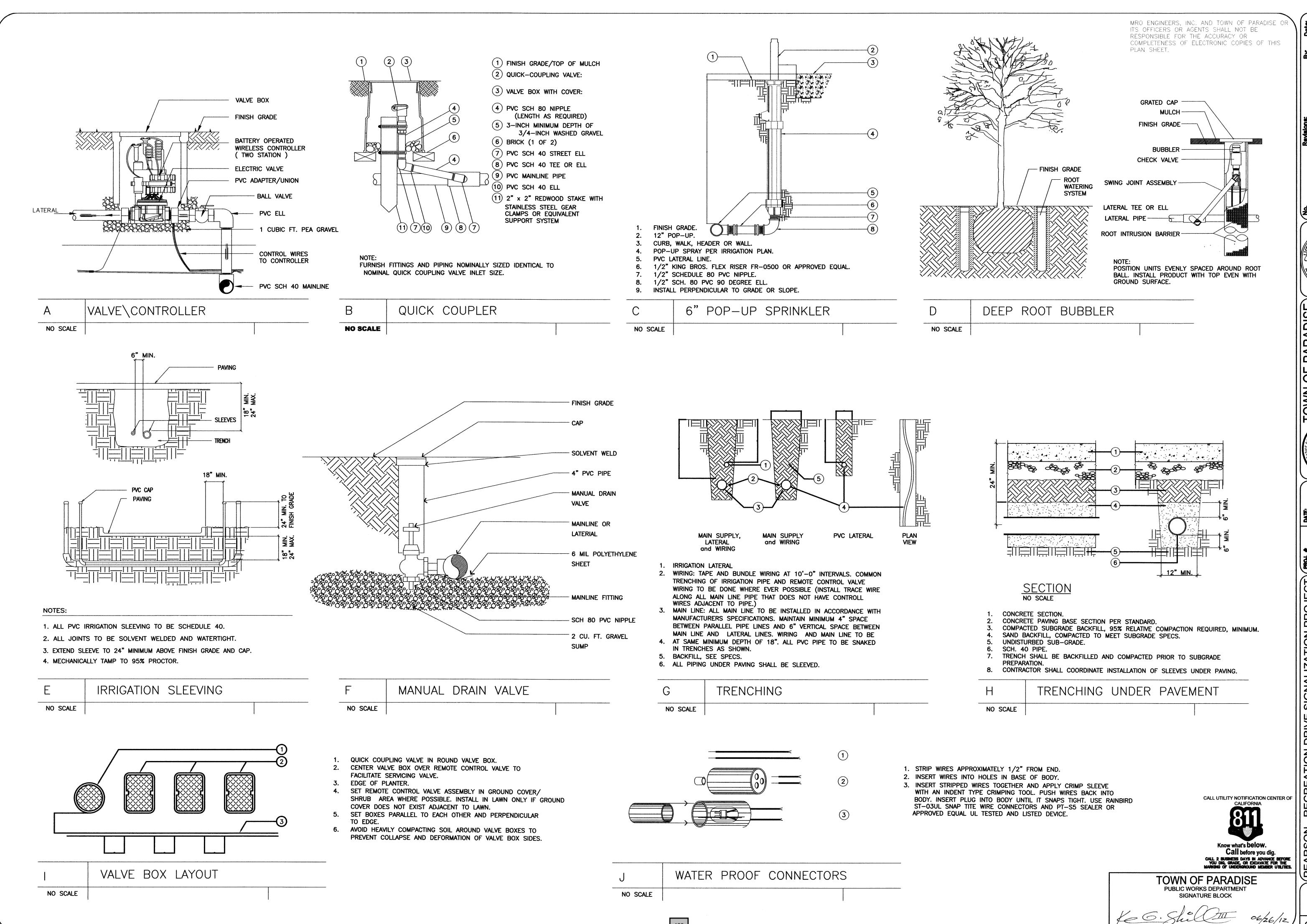


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PUBLIC WORKS DIRECTOR/TOWN ENGINEER

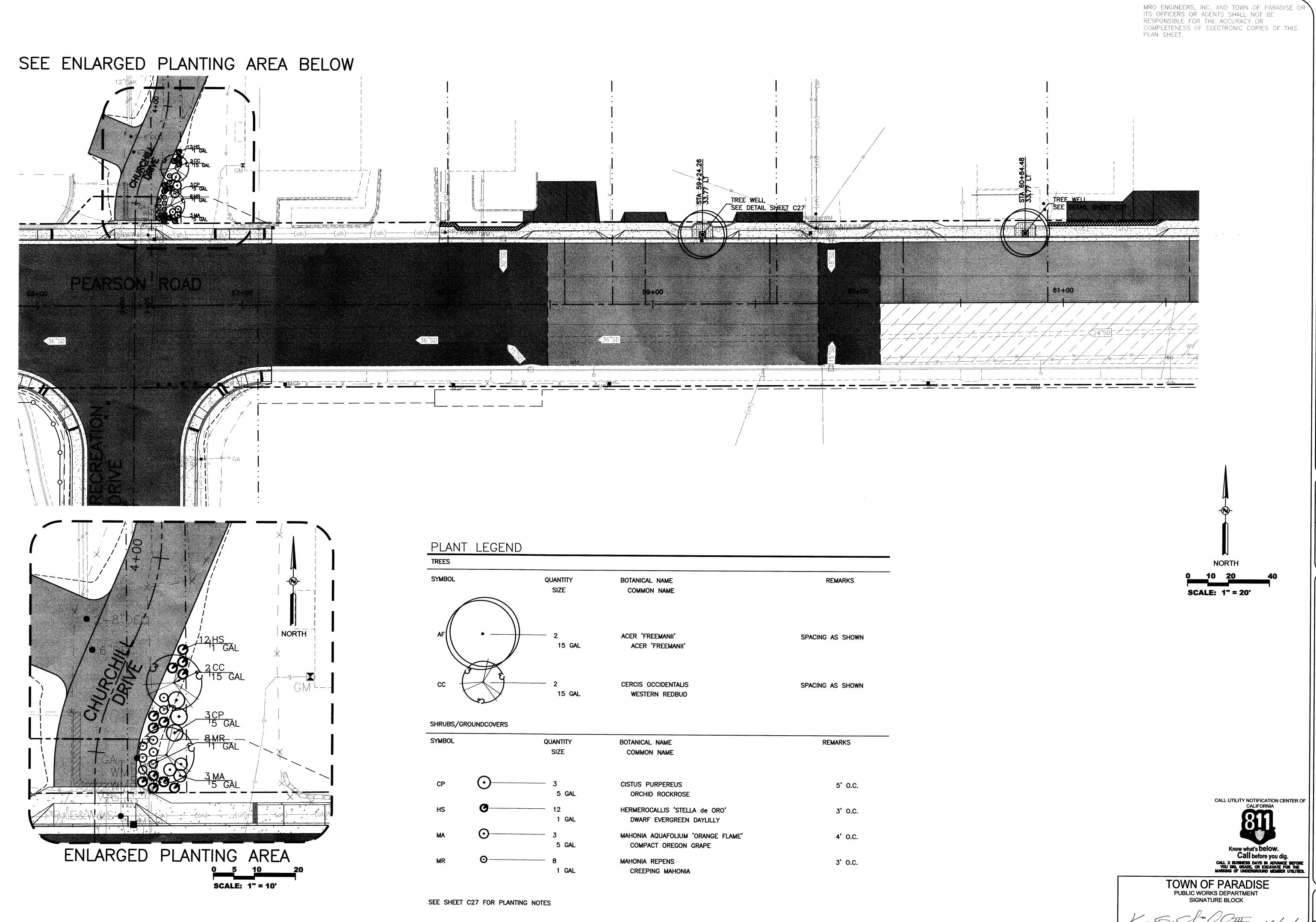
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PUBLIC WORKS DIRECTOR/TOWN ENGINEER

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B/x Date:

ON LANDSCAPE



JWN OF PARADIS
JBLIC WORKS DEPARTMEN
5555 Skyway
Paradise, California 95969



AS SHOWN
REVENED BY:

ESIGNED BY: SCAL

ON DRIVE SIGNALIZATION PROJEDINITY TO THE PARTY OF THE PA

Sheet C26

1. PLANS ARE DIAGRAMMATIC. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING ALL EXISTING CONDITIONS AND ADJUST PLAN ACCORDINGLY. 2. NO PLANTING SHALL BE STARTED UNTIL FINISH GRADING AND IRRIGATION SYSTEM HAVE BEEN

3. ALL PLANT MATERIALS SHALL MEET SIZE SPECIFICATIONS AS SHOWN ON THE PLANT LIST, AND SHALL BE HEALTHY, FULL, AND SHALL BE OF FIRST RATE QUALITY FOR THE SPECIES. 4. THE LOCATIONS OF TREES AND SHRUBS SHALL BE ADJUSTED IN THE FIELD TO ACCOMMODATE EXISTING UTILITIES, LIGHTS, SPRINKLERS, ETC.

5. CONTRACTOR SHALL CULTIVATE PLANTING AREAS WITH APPROVED SOIL AMENDMENTS. 6. AFTER PLANTING IS COMPLETE AND AREAS HAVE BEEN FINE GRADED, SPREAD BARK TOP DRESS TO A 3" MINIMUM DEPTH IN ALL NON-TURF, PLANTER BEDS. APPLY PRE-EMERGENT, AS PER MANUFACTURES RECOMMENDATIONS, TO ALL PLANTER BEDS BEFORE TOP DRESS IS SPREAD. 7. PLANTER BED MULCH SHALL BE WALK-ON FIR BARK. MULCH SHALL BE FREE OF LARGE WOODY PIECES, SOIL, STONES, STICKS, DEBRIS OR OTHER FOREIGN MATTER. SHREDDED BARK IS NOT ALLOWED. 8. PLANTING TABLETS ARE TO BE 7 GRAM GRO-POWER TYPE OR EQUAL APPLIED AT THE FOLLOWING

THREE TABLETS PER ONE-GALLON CONTAINER. NINE TABLETS PER FIVE-GALLON CONTAINER.

FIFTEEN TABLETS PER FIFTEEN-GALLON CONTAINER. SOIL AMENDMENTS SHALL BE BE APPLIED AT THE RATE OF 6 CUBIC YARDS PER 1000 SQUARE FEET AND THOROUGHLY CULTIVATED INTO THE SOIL PRIOR TO PLANTING. AMENDMENTS TO BE NITRIFIED WOOD COMPOST OR EQUAL FREE OF WEED SEED AND NON-ORGANIC MATERIALS.

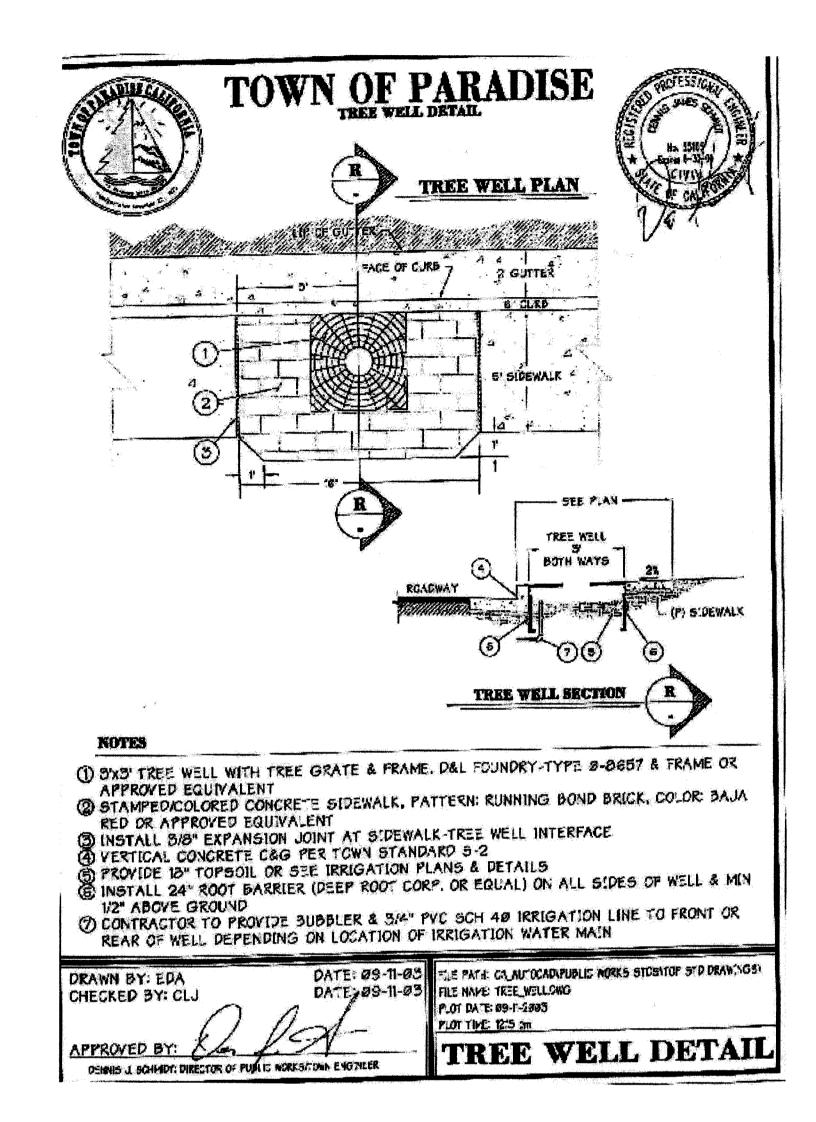
10. ALL FIFTEEN-GALLON AND LARGER TREES SHOULD BE DOUBLE STAKED, PERPENDICULAR TO THE PREVAILING WIND PATTERN, WITH 8' LODGE-POLE STAKES OUTSIDE THE PLANTING PIT AND TIED WITH FLEXIBLE TIES, VIT 10. PRIOR TO PLANTING, THE CONTRACTOR SHALL TAKE A SOILS SAMPLE FOR ANALYSIS AT A LOCAL

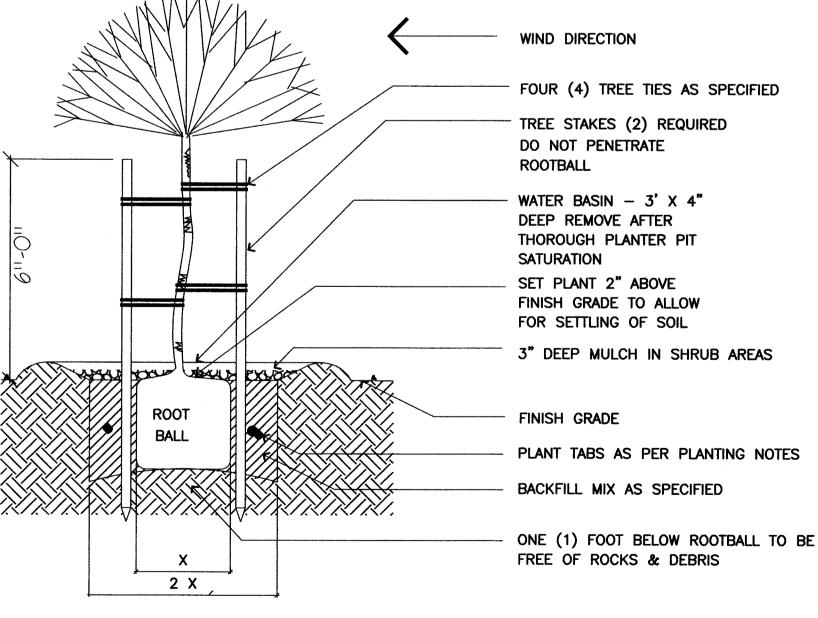
SOILS LAB. 11. PLANTERS WHICH SOIL WAS EXCAVATED SHALL RECEIVE NEW TOPSOIL AMENDED AS PER SOILS ANALYSIS.

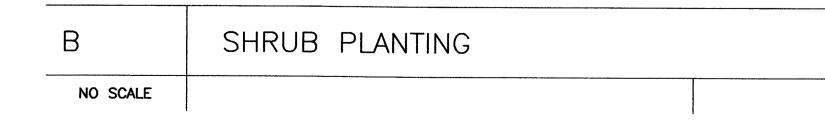
13. PLANTING PITS SHALL BE 2 TIMES THE DIAMETER OF THE ROOT BALL AND 2" LESS THE DEPTH OF THE ROOT BALL. 14. CONTRACTOR SHALL ABIDE BY ALL LOCAL, STATE AND FEDERAL LAWS, CODES AND ORDINANCES.

16. ALL REVISIONS MUST BE INITIALED AND DATED BY THE LANDSCAPE ARCHITECT. FAILURE TO DO SO RELEASES LANDSCAPE ARCHITECT FROM LIABILITY.

15. LANDSCAPE ARCHITECT SHALL NOT BE HELD RESPONSIBLE FOR ANY REVISIONS OR DEVIATIONS TO







2 X

BUILDING LINE/WALL/ CURB, ETC. CONIFER OR DECIDUOUS TREE/SHRUB SPACING (A) AS INDICATED ON PLANTING PLAN CURB/LAWN, ETC.

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TREE PLANTING

NO SCALE

THOROUGH PLANTER PIT SATURATION SET PLANT 2" ABOVE FINISH GRADE TO ALLOW FOR SETTLEMENT OF SOIL 3" DEEP MULCH IN SHRUB **AREAS** - FINISH GRADE PLANT PIT - 2 TIMES THE DIAMETER OF THE ROOT BALL. SCARIFY LOOSEN ROOTBALL

SIDES AND BOTTOM OF PIT. BACKFILL MIX AS SPECIFIED

WATER BASIN - 3' X4"

DEEP REMOVE AFTER

PLANT TABS AS PER PLANTING NOTES ONE (1) FOOT BELOW

ROOTBALL TO BE FREE OF AND DEBRIS

GROUNDCOVER PLANTING

NO SCALE

Of 27 Sheets



### **BUTTE COUNTY, CALIFORNIA**

## TOWN OF PARADISE PUBLIC WORKS DEPARTMENT

### **NOTICE TO BIDDERS**

&

### **SPECIAL PROVISIONS**

FOR

## PEARSON-RECREATION DRIVE SIGNALIZATION PROJECT ACADEMY DRIVE TO CLARK ROAD

For use in Connection with federally funded Local Assistance construction projects under the Standard Specifications dated 2010, and Standard Plans dated 2010, of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Contract No. 5425022	PROFESSION
Federal Aid Project No. CML 5425(022)	John State of the Control of the Con
Bid Opening Date:	RCE No. 45328 Exp. 09/30/ 12
Bid Opening Time: 2:00 PM, PST	CIVIL CIVIL
	07/26/12

SET NO.\_\_\_\_

# IMPORTANT SPECIAL NOTICE

Attention is directed to Section 1-1.01, "General," of the Standard Specifications, Dated 2010, regarding plain language specifications.

The "Proposal and Contract" book has been retitled and is now the "Bid" book.

The "Notice to Contractors" has been retitled and is now the "Notice to Bidders."

Caltrans is replacing its UDBE program with federal DBE regulations. The Contract documents have been modified accordingly.

The term "Working Days" shall be interpreted as "Calendar Days."

The Technical Provisions contained herein have been prepared by or under the direction of the following Registered Person:

**ROADWAY AND TRAFFIC:** 



REGISTERED CIVIL ENGINEER



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#### TOWN OF PARADISE

#### **PUBLIC WORKS DEPARTMENT**

### NOTICE TO BIDDERS

**CONTRACT NO.: 5425022** 

Sealed bids for the work shown on the plans entitled:

### TOWN OF PARADISE PUBLIC WORKS DEPARTMENT

### PEARSON-RECREATION DRIVE SIGNALIZATION PROJECT ACADEMY DRIVE TO CLARK ROAD

Bid forms for this work are included in a separate book entitled:

# TOWN OF PARADISE PUBLIC WORKS DEPARTMENT BID FOR

### PEARSON-RECREATION DRIVE SIGNALIZATION PROJECT ACADEMY DRIVE TO CLARK ROAD

General work description: The work to be performed under this contract consists of the construction and installation of a traffic signal, signing and striping, pedestrian ramps and driveways, curb, gutter and sidewalk, drainage improvements, highway construction, traffic control and other related work as shown on the plans and as specified herein.

Federal-Aid Project Number: CML 5425(022).

The DBE Contract goal is 3.2% percent.

No prebid meeting is scheduled for this project.

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

The estimated cost of the project is \$1,394,770.

Time of completion is 95 working days.

The Contractor shall possess a California Class A license or a combination of classes required by the categories and types of work included in this contract at the time the contract is awarded.

Bids are required for the entire work described herein.

Plans and specifications may be obtained for a NONREFUNDABLE FEE OF \$50.00 PER SET and are available at the Office of the Town of Paradise Town Clerk, 5555 Skyway, Paradise, CA 95969. An additional fee of \$5.00 will be charged for mailing of documents. Copies of the referenced Standard Specifications issued by the State of California, Department of Transportation, may be obtained from the State of California, Department of Transportation, Publications Distribution Unit, 1900 Royal Oaks Drive, Sacramento, CA 95819.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Technical questions should be directed to the Office of the Director of Public Works, Town of Paradise, Paradise, California, telephone (530) 872-6291. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.

The Town of Paradise will receive sealed bids for the above public works project at the Office of the Town of Paradise Town Clerk, 5555 Skyway, Paradise, CA 95969, until 2:00 PM, (PST) on

Each bid shall be made in accordance with these Contract Documents, and no bid will be accepted by the Town unless it is made on the Bid forms included in these Contract Documents. Each bid must be accompanied by cash, certified or cashier's check or Bidder's Bond made payable to the Town of Paradise for an amount equal to at least ten percent (10%) of the total amount of the bid as a guarantee that the Contractor will execute the Contract in conformance with his Bid and the Specifications. Such guarantee shall be forfeited should the bidder to whom the Contract is awarded fail to enter into the Contract.

The Department will open and publicly read the bids at the above location immediately after the specified closing time.

The successful bidder shall furnish a payment bond and a performance bond in the amount of 100% of the contract amount.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

The Town of Paradise affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at Town of Paradise address and available from the California Department of Industrial Relations' Internet web site at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are available at <a href="http://www.dot.ca.gov/hq/esc/oe/federal-wages">http://www.dot.ca.gov/hq/esc/oe/federal-wages</a> and at the Town of Paradise. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of Bid book. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

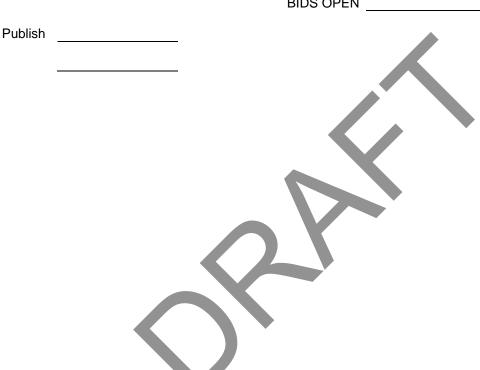
Attention is directed to the Federal minimum wage rate requirements in the Bid book. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for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

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**TOWN OF PARADISE** 

TOWN MANAGER	
DATED	

BIDS OPEN \_\_\_\_\_



### COPY OF BID ITEM LIST NOT TO BE USED FOR BIDDING PURPOSES

Item		Unit Of			
No.	Item Description	Measure	Quantity	Unit Price	Amount
1	MOBILIZATION	LS	1		
2	WATER POLLUTION CONTROL PROGRAM	LS	1		
3	TRAFFIC CONTROL SYSTEM	LS	1		
4	REMOVE EXISTING CURB, GUTTER AND SIDEWALK	SY	642		
5	REMOVE EXISTING RETAINING WALL	LS	1		
6	REMOVE EXISTING ROADSIDE SIGN	EA	7		
7	REMOVE EXISTING TREE	EA	7		
8	REMOVE EXISTING CHAIN LINK FENCE	LF	69		
9	RELOCATE EXISTING SCHOOL CROSSING GUARD SHACK	LS	1		
10	RELOCATE EXISTING ROADSIDE SIGN	EA	2		
11	RELOCATE EXISTING MAILBOX	EA	15		
12	RELOCATE EXISTING BACKFLOW PREVENTION DEVICE	EA	1		
13	RELOCATE EXISTING IRRIGATION VALVE	EA	1		
14	ADJUST EXISTING STORM DRAIN MANHOLE COVER TO GRADE	EA	15		
15	ADJUST EXISTING WATER VALVE BOX TO GRADE	EA	14		
16	ADJUST EXISTING WATER METER BOX TO GRADE	EA	6		
17	CLEARING AND GRUBBING	LS	1		
18	DRIVEWAY DEMOLITION	SY	668		
19	DEMOLITION	SY	12,639		
20	ROADWAY EXCAVATION	LS	1		
21	KEYSTONE RETAINING WALL NO. 1	SF	113		
22	KEYSTONE RETAINING WALL NO. 2	SF	185		
23	AGGREGATE BASE CLASS 2	CY	3,631		
24	INSTALL NEW ROADSIDE SIGN	EA	40		
25	INSTALL NEW 6-FOOT HIGH CHAIN LINK FENCE	LF	80		
26	INSTALL NEW 3-FOOT HIGH CHAIN LINK FENCE POST	EA	1		
27	CONCRETE RETAINING CURB	LF	212		
28	CONCRETE VERTICAL CURB AND GUTTER	LF	1,571		
29	CONCRETE SIDEWALK	SF	4,454		
30	CONCRETE PEDESTRIAN CURB RAMP	SF	1,044		
31	CONCRETE DRIVEWAY	SF	6,683		
32	HOT MIX ASPHALT (TYPE A)		3,850		
		138			

Item No.	Item Description	Unit Of Measure	Quantity	Unit Price	Amount
33	HOT MIX ASPHALT (CONFORM AREAS)	TON	50		
34	GRIND 3.6" EXISTING ASPHALT CONCRETE PAVEMENT	SY	2,570		
35	15" DIA. HDPE STORM DRAIN PIPE	LF	48		
36	48" DIA. STORM DRAIN MANHOLE	EA	1		
37	STORM DRAIN DROP INLET (STD S-8 TYPE GO)	EA	1		
38	4" WHITE TRAFFIC STRIPE FOR PARKING LOT	LS	1		
39	4" WHITE THERMOPLASTIC TRAFFIC STRIPE (DETAIL 8)	LF	4,119		
40	4" WHITE THERMOPLASTIC TRAFFIC STRIPE (DETAIL 27B)	LF	893		
41	4" YELLOW THERMOPLASTIC TRAFFIC STRIPE (DETAIL 32)	LF	6,958		
	8" WHITE THERMOPLASTIC TRAFFIC		,		
42	STRIPE (DETAIL 38A) 6" WHITE THERMOPLASTIC TRAFFIC	LF	310		
43	STRIPE (DETAIL 39)  6" WHITE THERMOPLASTIC TRAFFIC	LF	2,530		
44	STRIPE (DETAIL 39A)	LF	400		
45	4" DOUBLE YELLOW THERMOPLASTIC TRAFFIC STRIPE (DETAIL 21)	LF	88		
46	4" DOUBLE YELLOW THERMOPLASTIC TRAFFIC STRIPE (DETAIL 22)	LF	254		
47	12" YELLOW THERMOPLASTIC CROSSWALK	SF	937		
48	THERMOPLASTIC PAVEMENT MARKINGS AND LEGENDS	SF	1,135		
49	PAVEMENT MARKER (RETROREFLECTIVE-RECESSED)	EA	206		
50	TRAFFIC SIGNALS AND LIGHTING	LS	1		
51	15" BOX TREE	EA	4		
52	5 GALLON SHRUB	EA	6		
53	1 GALLON SHRUB	EA	12		
54	1 GALLON GROUND COVER	EA	8		
55	TREE WELL TOPSOIL	CY	1		
56	PRE-EMERGENT	SF	350		
57	SOIL PREPARATION	SF	350		
58	BARK MULCH	CY	3		
59	IRRIGATION SYSTEM	SF	545		
60	TREE WELL	EA	2		
61	90 DAY LANDSCAPE MAINTENANCE	LS	1		

TOTAL B	ID AMOUNT	\$	
		J)	

#### **TOWN OF PARADISE**

#### **PUBLIC WORKS DEPARTMENT**

### SPECIAL PROVISIONS

Annexed to Contract No. - 5425022

#### **SECTION 1. SPECIFICATIONS AND PLANS**

The work embraced herein shall be done in accordance with the Standard Specifications dated 2010 and the Standard Plans dated 2010 of the Department of Transportation insofar as the same may apply and these special provisions. In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of such conflicting portions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

Where the following terms or pronouns are used in the Standard Specifications, or in any documents or instruments where these specifications govern, they shall be interpreted as follows:

STATE: The Town of Paradise

COUNTY: The County of Butte

PUBLIC WORKS BUILDING: Town Hall, 5555 Skyway, Paradise, CA, 95969

DEPARTMENT OF PUBLIC WORKS: The Town Council of the Town of Paradise

DEPARTMENT OF TRANSPORTATION: The Town Council of the Town of Paradise

DIRECTOR OF PUBLIC WORKS: The Public Works Director/Town Engineer of the Town of Paradise

STATE HIGHWAY ENGINEER: The Public Works Director/Town Engineer of the Town of Paradise

ENGINEER: Town Engineer of the Town of Paradise or his authorized agent acting within the scope of his authority who shall act as the representative of the Town during the term of the contract

LABORATORY: The established laboratory of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the contract

WORKING DAYS: Calendar Days

Reference is made to Section 1 of the Standard Specifications for other pertinent definitions. Where other reference specifications such as those of ASTM, AASHTO, etc., have been referred to, the applicable portion of such specification shall become a part of these Contract Documents.

The Standard Plan details, Town of Paradise Standard Details, and other special details applicable to this contract include, but are not limited to, those in the Association of Paradise Standard Plans (RSP) and 140

New Standard Plans (NSP) which apply to this contract are referenced on either the Plans or in the Construction Details of these Special Provisions.

Whenever the term "Owner", "Agency", "State", "City" or "Board" is used in these Contract Documents, it shall be understood to mean the Town of Paradise.

The construction inspection will be performed by the Town of Paradise staff, or designated representative.

#### SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

#### 2-1.01 **GENERAL**

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

Any explanation regarding the meaning or interpretation of Plans, Specifications, or other Contract Documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time set for opening of Bids. Any such explanations or interpretations shall be made in the form of Addenda to the Documents and shall be furnished to all Bidders, who shall acknowledge receipt of all Addenda in their Bids. Oral explanations and interpretations shall not be binding.

When obtaining and making payment for the Bid book, bidder shall sign a bidders list, and provide contact information (address, fax number, email address and phone number) for the sole purpose of providing any addenda for the project. Bidder should put the contact information of where addenda should be sent/received.

Confirmation of bidder accepting addenda is required.

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

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

The Subcontractor List shall be completed in full and submitted with the bid. No late submittals will be accepted.

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

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

#### 2-1.015 FEDERAL LOBBYING RESTRICTIONS

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

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

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

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

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

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

#### 2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This project is subject to Title 49 CFR 26.13(b):

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

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

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

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

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

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

http://www.dot.ca.gov/hq/bep/find\_certified.htm

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

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

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

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55.

#### **DBE Commitment Submittal**

Submit DBE information on the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

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

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

#### **Good Faith Efforts Submittal**

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

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

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

- 1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
- 2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
- 3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
- 4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
- 5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

- 6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
- 7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
- 8. Any additional data to support demonstration of good faith efforts.

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

#### **SECTION 3. CONTRACT AWARD AND EXECUTION**

#### **3-1.01 GENERAL**

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

Bid protests are to be delivered to the following address:

Town of Paradise Department of Public Works 5555 Skyway Paradise, CA 95969

All protests must be made in writing, signed by an individual authorized to sign the submitted proposal, and must contain the name, address and telephone number of the person representing the protesting party, a statement of the reason(s) for the protest; citing the law, rule, regulation or procedure on which the protest is based. Only information taken from the Notice to Bidders and Special Provisions and the Bid book may be used to describe the reason for the protest. Information outside these parameters is not allowable.

The protest shall be submitted to the Town of Paradise before 5 pm of the seventh (7<sup>th</sup>) business day following bid opening.

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

The Town may make such investigations as it deems reasonably necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds and insurance certificates, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

Town of Paradise Department of Public Works 5555 Skyway Paradise, CA 95969 The Town, within ten (10) calendar days of receipt of an acceptable Performance Bond, Payment Bond and Agreement signed by the party to whom the Agreement was awarded, and insurance certificates naming the Town, its employees and officials as additional insured, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Town not execute the Agreement within such period, the Bidder may by written notice withdraw its, his or her signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Town.

# SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

#### **4-1.01 GENERAL**

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities;" in Section 8-1.05 "Time;" and in Section 8-1.10, "Liquidated Damages;" of the Standard Specifications and these Special Provisions.

The Notice to Proceed shall be issued within thirty (30) calendar days after the execution of the Agreement by the Town. Should there be reasons, through no fault of the Contractor, why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Town and Contractor. If, through no fault of the Contractor, the Notice to Proceed has not been issued within the thirty (30) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

A preconstruction conference is required for this project. Said preconstruction conference shall take place prior to any construction activities.

This work shall be diligently prosecuted to completion before the expiration of 95 CALENDAR DAYS beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the Town of Paradise the sum of \$1,500 per day, for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed above.

# **SECTION 5. GENERAL**

# **SECTION 5-1. MISCELLANEOUS**

# 5-1.01 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

# NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to Section 7-1.02I(2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

#### 5-1.02 PREVAILING WAGE

Attention is directed to Section 7-1.02K(2), "Wages" of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the Town of Paradise address. These wage rates are also available from the California Department of Industrial Relations' Internet web site at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are available at <a href="http://www.dot.ca.gov/hq/esc/oe/federal-wages">http://www.dot.ca.gov/hq/esc/oe/federal-wages</a> and at the Town of Paradise address. Addenda to modify the general prevailing wage rates and the Federal minimum wage rates, if necessary, will be issued to holders of Bid book.

# 5-1.03 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

Safety provisions shall conform to all applicable Federal, State, County, and Local laws and provisions

The work site shall be maintained in a safe and secure condition. All work shall be accomplished in accordance with CAL-OSHA regulations and requirements.

The Contractor shall maintain at its, his or her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site.

The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on or near the construction site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to the site, giving full details and statements of witnesses.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations.-The near edge of the excavation is 12 feet or less from the edge of the lane, except:
  - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
  - Excavations less than 1 foot deep.
  - 3. Trenches less than 1 foot wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
  - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
  - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical: horizontal).
  - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles.—The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas.—Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Type K Temporary Railing," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 1999 Standard Plan T3, may be used. Temporary (Type K) fabricated prior to January 1, 1993, and

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conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45 Miles Per Hour	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45 Miles Per Hour	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 3 m without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

# 5-1.04 BUY AMERICA REQUIREMENTS

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

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

# 5-1.05 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been replaced harmless, the Contractor may continue work in

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unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

# 5-1.06 SUBCONTRACTOR AND DISADVANTAGED BUSINESS ENTERPRISE RECORDS

Use each DBE subcontractor as listed on the List of Subcontractors form and the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, forms unless you receive authorization for a substitution.

The Agency requests the Contractor to:

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

Maintain records including:

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

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

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

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

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

# 5-1.07 PERFORMANCE OF SUBCONTRACTORS

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

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

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

- 1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
- 2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
- 3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.

- 4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
- 5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
- Listed DBE is ineligible to work on the project because of suspension or debarment.
- 7. Listed DBE becomes bankrupt or insolvent.
- 8. Listed DBE voluntarily withdraws with written notice from the Contract
- 9. Listed DBE is ineligible to receive credit for the type of work required.
- Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
- 11. Agency determines other documented good cause.

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

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

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

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

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

## 5-1.08 SUBCONTRACTING

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

If the Contractor violates Pub Cont Code § 4100 et seq., the Town of Paradise may exercise the remedies provided under Pub Cont Code § 4110. The Town of Paradise may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

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

Each subcontract must comply with the contract.

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

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

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

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from

progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

# 5-1.09 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

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

# 5-1.10 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The Town shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor, in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance or noncompliance by a subcontractor.

#### 5-1.11 PARTNERING

The Town of Paradise will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the Town and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator and of the expenses for obtaining the workshop site. The Town's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

## **5-1.12 PAYMENTS**

Attention is directed to Section 9 of the Standard Specifications and these Special Provisions.

The Town shall retain five percent (5%) of progress payments as security for the fulfillment of the contract by the Contractor.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

Upon the Contractor's request, pursuant to Public Contract Code Section 22300, and subject to the requirements of these Special Provisions, the Toymore pake payment of funds withheld from progress

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payments to ensure performance of the contract if the Contractor deposits in escrow with a bank acceptable to the Town, securities equivalent to the amount withheld. The Contractor shall be beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

#### 5-1.13 TOWN OF PARADISE SPECIAL CONDITIONS

The following Special Conditions shall apply to this contract:

#### **GENERAL PROVISIONS**

The General Provisions of this construction Contract shall be by reference the General Provisions contained in the Standard Specifications of the State of California, Department of Transportation, Business and Transportation Agency, dated May 2010.

#### CONTRACT DOCUMENTS FURNISHED TO CONTRACTOR

The Engineer will furnish to the Contractor, upon request and free of charge, three copies of Contract Documents. Additional copies of Contract Documents or Plans may be obtained upon request by paying appropriate costs for reproduction.

# PROGRESS SCHEDULE AND PROGRESS MEETINGS

The Contractor shall submit a progress schedule to show the time proposed for prosecution of the major divisions of work and his proposed sequence of operations. Schedule will be updated as requested by the Engineer.

Contractor's superintendent shall attend regular progress meetings at the Town Hall at a schedule to be mutually determined by the Engineer and Contractor, but not less than every two weeks.

#### **GUARANTEE**

The Contractor hereby agrees to make, at his own expense, all repairs or replacements necessitated by defects in materials or workmanship, supplied under terms of this contract, which become evident within one year after the date of final acceptance of the work. The Contractor further assumes responsibility for a similar one-year guarantee for all work and materials provided by the subcontractors or manufacturers. The Contractor shall make all repairs and replacements promptly upon receipt of written order for same from the Owner. If the Contractor fails to make the repair and replacements promptly, the Owner may do the work, and the Contractor and his Surety shall be liable for the cost thereof.

# SITE INVESTIGATION AND REPRESENTATION

The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, drainage courses, or similar physical conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters that can in any way affect the work or the cost thereof under this Contract.

The Contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site, review of information made available to him by the Owner, as well as from information presented by the Plans and Specifications made a part of this Contract. Any failure by the Contractor to acquaint himself with all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.

# **INDEMNITY**

The Contractor shall defend, hold harmless and indemnify the Town and its officers, agents, and employees, from and against all claims (including but not limited to claims of Contractor's agents and employees), liability, losses, damages, and expenses including court costs and attorney's fees arising from the performance of the work under this Agreement, except those losses and damages found to be caused solely by the party indemnified hereunder.

Construction Limits

The Contractor shall confine his operations to designated property, road rights-of-way, and existing easements as designated on the Plans.

# PRE-CONSTRUCTION CONFERENCE

The Contractor and all Subcontractors shall attend a pre-construction conference which will be held by the Engineer prior to the start of construction.

#### PROJECT SITE MAINTENANCE

The Contractor shall maintain a clean and dust controlled work site to minimize the impact of the work on the adjacent properties. Contractor shall also comply with any applicable State or County requirements regarding dust control.

# **VANDALISM**

The Contractor is responsible for the protection of the entire jobsite, including protecting the fresh concrete against vandalism and damage. Any damaged concrete will be repaired or replaced as determined by the Engineer. Any additional security measures required to protect against vandalism will be included in the respective individual items and no additional compensation will be allowed.

Full compensation for vandalism control shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefore.

#### **PERMITS**

All necessary local permits for construction of this project will be obtained by the Owner.

#### SUSPENSION OF WORK

Refer to Section 8-1.06 of the Standard Specifications.

#### **COMPETENT WORKERS**

The Engineer has the authority to determine if workmen are incompetent or otherwise unsuitable per this section, and the Contractor shall remove any such worker upon written request by the Engineer.

# **WORKING HOURS (GENERAL WORK)**

Work on Saturdays, Sundays, or Holidays will not be allowed, unless approved in advance by the Engineer and the Contractor is willing to pay the fully burdened rate for the Town Construction Inspector costs. The Town Engineer shall decide the working hours for General work for the project. The Contractor shall notify the Engineer in writing of his work schedule including hours to be worked and days off. The Contractor's representative shall be available at the work site during the hours indicated in the work schedule. The work schedule will be used by the Engineer to schedule construction observation personnel. No work shall be permitted outside the hours and days indicated by the schedule unless otherwise approved by the Engineer.

# **WORKING HOURS (PAVING OPERATIONS)**

The placement of asphalt concrete shall not:

Begin earlier than 7:00 A.M. nor continue after 6:00 P.M. the same day.

The contractor shall submit a detailed traffic plan that demonstrates that their operations will not interfere with or cause undue traffic delays (> 15 minutes).

The Contractor shall present their traffic control plan to the Town Engineer for approval during the preconstruction conference.

# LABOR CODE REQUIREMENTS

The Contractor shall agree through the contract to comply with the provisions of the California Labor Code. For the purpose of this project, eight hours shall constitute a legal day's work.

The Contractor's attention is directed to section 1815 of the labor code regarding overtime pay and the requirement that a \$25 penalty will be levied for each workman for each calendar day during which the overtime pay provision is not met. The Contractor's attention is also directed to the requirements for travel and subsistence payments to all workmen needed to execute the Contract.

Subject to the limitations stated in said section, the Contractor shall comply with the apprenticeship provisions of Section 1777.5 of the Labor Code, including the training and hiring of apprentices.

#### **ASBUILT PLANS - ROADWAY**

Contractor shall provide the Town with a set of As-Built drawings at the end of the project. As-Built drawings shall be maintained and updated throughout construction, at the end of the project. As-Built drawings shall identify at a minimum all installations of typical and non-typical materials.

#### WILDLAND FIRE AREA

The Contractor is advised that the Town of Paradise is in a Wildland Fire Area and during the summer months the fire hazard is EXTREME. Fire safe conduct by the contractor and his employees is to be observed at all times. Fire extinguishers or other approved fire suppressants are to be available at all times while contract operations are underway.

At any time during the progress of this contract it may be necessary to shut down operations due to Emergency Operations by the Town in response to a wildland fire. If a shut down should occur during the Contractor's normal operations, compensation shall be paid to the contractor as specified under Section 8-1.09, Right of Way Delays, of the State Standard Specifications.

# **COST REDUCTION INCENTIVE**

The Contractor may submit to the Engineer, in writing, proposals for modifying the plans, specifications or other requirements of the contract for the sole purpose of reducing the total cost of construction and shall conform to Section 5-1.14 of the Standard Specifications and these Special Provisions. The cost reduction amount as proposed by the Contractor and approved in whole or in part by the Engineer shall be shared by the Agency and the Contractor as stated in Section 5-1.14 of the State Standard Specifications.

Cost reduction proposals shall contain the following information:

A description of both the existing contract requirements for performing the work and the proposed changes.

An itemization of the contract requirements that must be changed if the proposal is adopted.

A detailed estimate of the cost of performing the work under the existing contract and under the proposed change. The estimates of cost shall be determined in the same manner as if the work were to be paid for on a force account basis as provided in Section 9-1.03, "Force account Payment" of the State Standard Specifications.

A statement of the time within which the Engineer must make a decision thereon.

The contract items of work affected by the proposed changes, including any quantity variation attributable thereto.

# 5-1.14 LIABILITY INSURANCE AND WORKMEN'S COMPENSATION INSURANCE

The Contractor, in advance of performing any work under the agreement between the Town and the Contractor, shall, at no expense to the Town:

Procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Coverage shall be at least as broad as:

- 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).
- 2. Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- 4. Course of Construction insurance covering for all risks of loss.

Contractor shall maintain limits no less than:

- General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- 3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- 4. Course of Construction: Completed value of the project.

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

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 1. The Town, its officers, officials, employees, and volunteers are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
- 2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town.

Course of construction policies, when required, shall contain the following provisions:

- 1. The Town shall be named as loss payee.
- 2. The insurer shall waive all rights of subrogation against the Town.

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Contractor shall furnish the Town with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Town or on other than the Town's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

# **SECTION 6. CONTROL OF MATERIALS**

#### 6-1.01 QUALITY CONTROL, QUALITY ASSURANCE AND INDEPENDENT ASSURANCE

The Federal Highway Administration (FHWA) requires that each state, city and county transportation agency have a Quality Assurance Program for Federally Aided highway construction projects. Title 23 of the Code of Federal Regulations (section 637.205), requires that state and Town highway agencies develop sampling and testing programs that will provide assurance that the materials and workmanship incorporated in Federally Aided highway construction projects are in conformance with requirements of approved plans and specifications.

Quality Control (QC) is a plan of action by the contractor to ensure that materials and products incorporated into the construction meet specific standards. QC is the responsibility of the contractor. The Town does not test or inspect materials for QC or assist in controlling the Contractor's production operations.

Guidelines for performing QC on Town construction projects are described in section 6-3.02 "Testing by the Contractor", of the Standard Specifications and the Town of Paradise "QUALITY ASSURANCE PROGRAM MANUAL", on file at the Department office.

The Contractor's attention is directed to Section 6 on the Standard Specifications and in particular Section 6-1.07, Certificates of Compliance: A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that a certificate be furnished. In addition, when so authorized in these specifications or in the special provisions, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the work which conforms to the requirements of the plans and specifications, and any material not conforming to the requirements will be subject to rejection whether in place or not.

The Department reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

The following products will require a Certificate of Compliance:

- 1. HDPE Pipe
- 2. Asphalt
- 3. Concrete
- 4. Thermoplastic
- 5. PVC Pipe
- 6. Glass Beads
- 7. Sign faces

**SECTION 7. (BLANK)** 

**SECTION 8. (BLANK)** 

SECTION 9. (BLANK)

## SECTION 10. CONSTRUCTION DETAILS

**SECTION 10-1 GENERAL** 

# 10-1.01 DUST CONTROL

Dust control shall conform to the provisions in Section 14-9.03, "Dust Control", of the State Specifications and these technical provisions.

# **PAYMENT**

Full compensation for all dust control shall be considered as included in the contract price paid for the various items of work and no additional compensation be allowed therefore.

# 10-1.02 MOBILIZATION

Mobilization shall conform to the provisions in Section 9-1.16D, "Mobilization," of the Standard Specifications and these technical provisions.

#### **PAYMENT**

The contract lump sum price paid for mobilization shall include full compensation for furnishing all labor, materials, equipment, and incidentals, and for doing all the work involved and no additional compensation will be allowed therefore.

# 10-1.03 ORDER OF WORK

Order of work shall conform to the provisions in Section 5, "Control of Work," of the Standard Specifications and these special provisions.

The first order of work shall be to place the order for the traffic signal and lighting equipment and light poles. The Engineer shall be furnished a statement from the vendor that the order for the electrical equipment has been received and accepted by the vendor.

Prior to commencement of the traffic signal functional test at any location, all items of work related to signal control shall be completed and all roadside signs, pavement delineation, and pavement markings shall be in place at that location.

The uppermost layer of new pavement shall not be placed until all underlying conduits and loop detectors have been installed.

Attention is directed to "Traffic Control System" and "Temporary Pavement Delineation" of these special provisions.

The Contractor is required to submit Traffic Control Plans and all work shall be performed in conformance with the Traffic Control Plans. Nonconflicting work in subsequent stages may proceed concurrently with work in preceding stages, provided satisfactory progress is maintained in the preceding stages of construction.

In each stage, after completion of the preceding stage, the first order of work shall be the removal of existing pavement delineation as directed by the Engineer. Pavement delineation removal shall be coordinated with new delineation so that lane lines are provided at all times on traveled ways open to public traffic.

Prior to applying asphalt emulsion (paint binder), the Contractor shall cover all manholes, valve and monument covers, grates, or other exposed facilities located within the area of application, using a plastic or oil resistant construction paper secured to the facility being covered by tape or adhesive. The covered facilities shall be referenced by the Contractor, with a sufficient number of control points to relocate the facilities after the hot mix asphalt has been placed. After completion of the paving operation, all covers shall be removed and disposed of in a manner satisfactory to the Engineer. Full compensation for covering manholes, valve and monument covers, grates, or other exposed facilities, referencing, and removing temporary cover shall be considered as included in the contract price paid per ton for hot nix asphalt, and no additional compensation will be allowed therefor.

At the end of each working day if a difference in excess of 0.15 foot exists between the elevation of the existing pavement and the elevation of excavations within 5 feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose; however, once placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 4:1 (horizontal:vertical) or flatter to the bottom of the excavation. Treated base shall not be used for the taper. Full compensation for placing the material on a 4:1 slope, regardless of the number of times the material is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price paid for the materials involved and no additional compensation will be allowed therefor. No payment will be made for material placed in excess of that required for the structural section.

#### **PAYMENT**

Full compensation for order of work shall be considered as included in the contract price paid for the various items of work involved and no additional compensation will be allowed therefore.

#### 10-1.04 SUBMITTALS

The Contractor shall provide 2 copies of submittals for all pipe, pre-cast concrete structures, retaining wall block units, concrete mix design, crushed rock gradation, sand gradation, and hot mix asphalt mix design. These submittals shall be approved by the Engineer prior to the start of construction.

# **PAYMENT**

Full compensation for submittal preparation shall be considered as included in the contract price paid for the various items of work involved and no additional compensation will be allowed therefore.

#### 10-1.05 STREET RUNOFF

The Contractor shall provide for the continuous flow of curb and gutter surface water to the drainage course, and shall be aware that at any time water may flow down the curb and gutter, affecting his work.

#### **PAYMENT**

Full compensation for control of street runoff, including rental/purchase of pumps, portable generator sets, suction and discharge hoses, labor and fuel shall be considered as included in the contract price paid per lineal foot of the respective concrete items, and no additional compensation will be allowed therefore.

# 10-1.06 WATER POLLUTION CONTROL

The Contractor's attention is directed to Section 13, "Water Pollution Control," of the Standard Specifications, State Water Resources Control Board (SWRCB) Construction General Permit Order No. 2009-0009-DWQ (GCP) and these Special Provisions.

#### PLAN PREPARATION AND COMPLIANCE

The Storm Water Pollution Prevention Plan (SWPPP) shall conform to Section 13-3, "Storm Water Pollution Prevention Plan," of the Standard Specifications, the details, operating procedures, and maintenance guidelines of the California Regional Water Quality Control Board Central Valley, the project plans and these Special Provisions. Upon the Engineer's review and acceptance of the SWPPP, the SWPPP shall be deemed to fulfill the requirements set forth in Section 13 of the Standard Specifications and the GCP.

The Notice to Proceed may be withheld until the Engineer has reviewed and accepted the SWPPP, the Notice of Intent (NOI) has been filed, and a NOI receipt letter is received from the SWRCB authorizing coverage of this project under the GCP.

# **CONSTRUCTION REQUIREMENTS**

The Contractor shall implement and maintain the SWPPP for the duration of the project in full compliance with the Standard Specifications and the GCP to control the discharge of storm water pollutants. The Contractor shall perform the monitoring, inspecting, sampling and reporting for the project in accordance with the Standard Specifications and the GCP.

# **PAYMENT**

The contract lump sum price paid for prepare water pollution control program includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in developing and implementing the SWPPP, providing a Water Pollution Control manager, conducting water pollution control training, performing project monitoring and inspections, correcting water pollution control practices, filing a Notice of Intent and filing a Notice of Termination as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The Department pays you to prepare water pollution control program as follows:

- 1. A total of 75 percent of the item total upon approval of the SWPPP and NOI receipt letter
- 2. A total of 100 percent of the item total upon Final Payment

The annual permit fee(s) shall be paid by the Town.

The Town will not pay for erosion and sediment control items that are required due to the Contractor's negligence, carelessness, failure to properly install controls, or failure to abide by the provisions of the SWPPP, the Standard Specifications and these Special Provisions. The Contractor shall install such work at no expense to the Town.

All penalties from regulatory agencies attributable to the Contractor as a result of the Contractor's negligence, carelessness, failure to properly install controls, or failure to abide by the provisions of the SWPPP, the Standard Specifications and the Special Provisions shall be paid at the Contractor's sole expense.

# 10-1.07 CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with Section 12, "Temporary Traffic Control," of the Standard Specifications.

Construction zone designation signs shall outline the beginning and end of the zone. All excavation required to install construction area signs shall be performed by hand methods without the use of power equipment. Care shall be used in performing excavation for signs in order to protect underground facilities.

#### **PAYMENT**

Full compensation for furnishing, installing and maintaining construction area signs shall be considered as included in the various contract price items of work, and no additional compensation will be allowed therefore.

# 10-1.08 TRAFFIC CONTROL SYSTEM

Attention is directed to Section 7-1.03 "Public Convenience" and 7-1.04 "Public Safety", of the Standard Specifications. In addition to the existing warning and direction signs, the Contractor shall erect, within or adjacent to the limits of the work, such supplemental warning and directional signs as required to maintain safe job site conditions.

- a. At least one lane of traffic in each direction must be provided on Pearson Road at all times. Traffic delays shall not exceed ten (10) minutes in duration.
- b. Work, on any weekday, shall not begin before 7:00 a.m., nor end after 4:00 p.m., unless otherwise approved by the Engineer. Local residents and businesses shall have access to driveways during all time periods and the Contractor shall coordinate with local residents and businesses for the closing of driveways during working hours. Emergency vehicles shall be permitted to pass through work area without delay at all times.
- c. All street and lane closures, flagging arrangements, detours and traffic signs, including special signs, must be submitted in writing, for approval by the Engineer at least five (5) working days prior to each closure.
- d. At the end of the day's work and when construction operations are suspended, all equipment and other obstructions shall be removed from the roadway.
- e. Contractor shall assume full responsibility for clearing the streets of parked vehicles or other obstructions located within the area of work.
- f. Contractor shall notify all residents and businesses adjoining the construction area by placement of notices on barricades at 500 foot intervals at least 48 hours in advance of the start of construction. Notice is to contain the Contractor's name, address and phone number, date of construction, work to be done, proposed date of completion and whom to contact in case of emergency. A copy of said notice is to be delivered to the Engineer prior to the start of construction. In addition, all requirements of "Notification of Businesses" section in these Special Provisions shall also apply.
- g. The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 3:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress.
- h. Designated legal holidays are: January 1, Martin Luther King Jr.'s birthday, February 12, the third Monday in February, the last Monday in May, July 4, the first Monday in September, November 11, Thanksgiving Day and December 25. When a designated legal holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday shall be designated the legal holiday.
- i. When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases, yield to public traffic.

- j. On Pearson Road, during Contractor working hours a minimum of one (1) traffic lane in each direction, not less than twelve feet (12') wide, shall be open for public use.
- k. Whenever vehicles or equipment are parked on the pavement or on the shoulder, within 6 feet of a travel lane, the parking area shall be delineated with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment or along the closed portion of the pavement or shoulder at 25-foot intervals to a point approximately twenty-five feet (25') past the last piece of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead), as appropriate, shall be mounted on a telescoping flag tree with flags.
- I. Whenever the Contractor's operations obliterate pavement delineation (lane line either pavement markers or painted lane lines or both), such pavement delineation shall be replaced by either permanent or temporary delineation before opening the traveled way to the traffic. Temporary delineation shall consist of reflective traffic line tape applied in pieces not less than 4 inches long nor less than 4 inches wide spaced no more than 12 feet apart on curves nor more than 24 feet apart on tangents. Reflective traffic line tape shall be applied in accordance with the manufacturer's instructions. Temporary delineation shall be the same color as the permanent delineation. Full compensation for temporary delineation shall be considered as included in the contract price paid for Hot Mix Asphalt (Type A) and no separate payment will be made therefore.
- m. Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to the public.
- n. The Contractor shall ensure and guarantee that any traffic control devices removed or damaged by its operation are reinstalled and in good repair before leaving the work site.
- o. The Contractor shall supply at its own expense all flagmen, detour signs, barricades and all other traffic control devices and personnel in compliance with the provisions of Section 7-1.03, Section 7-1.04 and Section 12 of the Standard Specifications, and as ordered by the Engineer, necessary to provide a satisfactory level of safety and a minimum of inconvenience to the general public. Section 12-1.03 "Flagging Costs" of the Standard Specifications is hereby deleted. All flagging costs will be totally borne by the contractor and no division of costs will be made.
- p. The Contractor shall provide the Engineer with a Traffic Control Plan for each separate element of work five (5) working days prior to starting work. The Engineer retains the right to modify the plan as he may determine necessary.
- q. The Contractor or his representative and all subcontractors shall have a copy of the approved Traffic Control Plan pertinent to the work in progress at all times. Failure to adhere to the Traffic Control Plan shall be grounds for the Town of Paradise to require the Contractor to stop the work until traffic control is in compliance with the approved Traffic Control Plan.
- r. Whenever a traffic lane is to be closed to public traffic, the Contractor shall install a traffic control system in accordance with the current "MANUAL OF TRAFFIC CONTROLS Warning Signs, Lights, and Devices for Use in Performance of Work Upon Highways."
- s. During Contractor non-working hours, all traveled lanes shall remain open.
- t. The Contractor shall keep current and notify the local Police and Fire Departments of his construction operation and traffic control changes three (3) days before work is to begin or traffic changes are made. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements in keeping the work area clear of parked vehicles.

#### **PAYMENT**

Full compensation for furnishing, installing and removing signs and sign covers, the cost of accommodating public traffic prior to commencing operations, the cost of furnishing pilot cars, drivers and flagmen, the cost of furnishing, installing and maintaining signs, lights, flares, barricades and other facilities for the safety, sole convenience and direction of public traffic through and around the work area (during all construction operations and evening hours), shall be considered as included in the lump sum price bid for traffic control system, and no additional compensation shall be allowed

# 10-1.09 TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as to reduce the minimum standards specified in

the Manual of Traffic Controls published by the Department or as relieving the Contractor from his responsibility as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Laneline or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

All work necessary, including any required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers and removable traffic type tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

## **PAYMENT**

Full compensation for conforming to the requirements of this provision shall be considered included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

# 10-1.10 UTILITY AND NON-HIGHWAY FACILITIES

The Contractor shall protect from damage, utility and other non-highway facilities that are to remain in place, be installed, relocated or otherwise rearranged in accord with Sections 5-1.36 "Property and Facility Preservation" and 5-1.36D "Nonhighway Facilities" of the Standard Specifications.

#### 10-1.11 NOTIFICATION OF BUSINESSES

The Contractor shall notify all residents, businesses and tenants within a 500 foot radius of the project site at least 72 hours prior to construction. Notification shall be in writing and include a brief description of the work, starting date, scheduled date of completion, Contractor contact person and Contractor phone number. Notice to be hand carried by Contractor Representative. Should a change in the work schedule occur after the residents and/or businesses have been notified the Contractor shall notify the residents and/or businesses of the change in schedule within 24 hours of the originally scheduled starting date.

Contractor shall have at the job site, at all times during Contractor's working hours, a full time public relations person to deal with public and business concerns and shall report to the Town Engineer.

When the construction requires prohibiting parking, "No Parking" signs shall be posted along the construction routes. The signs shall include the dates and times that no parking periods will be in effect. "No Parking" signs shall be mounted on Class I barricades and placed in the gutter pan not more than 500 feet apart. Signs shall be posted a minimum of 24 hours in advance of construction and immediately removed upon completion. Should the Contractor not commence work after 24 hours from placement of the signs, the signs shall be removed. If a vehicle is parked in a properly posted no parking area and is prohibiting the progression of work, the Contractor shall notify the Paradise Police Department to arrange for removal of the vehicle.

Failure to comply with the provisions for notification shall result in the suspension of all work until the provisions have been met.

#### **PAYMENT**

Full compensation for conforming to the requirements of this provision shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

# **10-1.12 NOTIFICATION OF AGENCIES**

The Contractor shall notify all agencies which may be affected by the construction. Notification shall be in writing and at least 72 hours prior to construction. The notice shall include the project limits, starting date,

scheduled date of completion, Contractor contact person and Contractor telephone number. The agencies shall include, but not be limited to:

Organization	FAX Number
Paradise Irrigation District	(530) 876-0483
Paradise Unified School District (Transportation)	(530) 872-6464
Butte County Transit Coordinator	(530) 538-7683
Paradise Express	(530) 342-8871
Town of Paradise Engineering Division	(530) 877-5059
Town of Paradise Police Department	(530) 872-4950
Town of Paradise Fire Department	(530) 877-5957
U. S. Postal Service (Paradise Post Office)	(530) 872-9045
Northern Recycling Waste Services	(530) 877-3825
The Paradise Post	(530) 877-1326

Failure to comply with the provisions for notification shall result in the suspension of all work until the provisions have been met.

#### **PAYMENT**

Full compensation for conforming to the requirements of these provisions shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

#### 10-1.13 OBSTRUCTIONS

Attention is directed to Section 5-1.36D, "Nonhighway Facilities," and Section 15, "Existing Facilities," of the Standard Specifications and these special provisions.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 3 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California	1-800-642-2444
(USA)	1-800-227-2600
	811

# 10-1.14 REMOVE EXISTING CONCRETE CURB, GUTTER, AND SIDEWALK

All existing concrete curb, gutter and sidewalk to be removed as shown on the plans shall be removed and disposed of by the Contractor. Removal of concrete curb, gutter and sidewalk shall include saw cutting to form a neat, straight vertical face to conform the new concrete curb, gutter and sidewalk to.

#### **PAYMENT**

The contract price paid per square yard for existing concrete curb, gutter, and sidewalk to be removed shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in removing existing concrete curb, gutter, and sidewalk as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

# 10-1.15 (BLANK)

# 10-1.16 REMOVE EXISTING RETAINING WALL

Existing retaining walls where shown on the plans shall be removed and disposed of by the contractor.

#### **PAYMENT**

The contract lump sum price paid for existing retaining walls to be removed shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in

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removing existing retaining walls as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

#### 10-1.17 REMOVE EXISTING ROADSIDE SIGNS

Existing roadside signs, at those locations shown to be removed as shown on the plans, shall be removed and disposed of as follows:

Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer.

Sign panels shown on the plans shall be salvaged. Full compensation for salvaging sign panels shall be considered as included in the contract unit price paid for remove roadside sign and no separate payment will be made therefore.

Except as otherwise provided for damaged materials in Section 15-2.03, "Salvage," of the Standard Specifications, the materials to be salvaged shall remain the property of the Town, and shall be hauled to the Town of Paradise Storage Facility and stockpiled.

#### **PAYMENT**

Payment will be made at the unit price bid (1 unit equals one pole and attached signs) per each roadside sign removed and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in removing existing roadside signs as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

#### 10-1.18 REMOVE EXISTING TREE

All existing trees regardless of type as shown on the plans to be removed shall be removed and disposed of by the Contractor. Trees to be removed shall be clearly marked by the Engineer. The trees shall be removed using methods that will not damage the existing parking lots, overhead utilities or fences. Stumps shall be grounded or removed. Roots shall be removed a minimum of 2 feet below existing grade. All roots larger than 2 inches shall be removed.

## **PAYMENT**

Payment will be made at the unit price bid per each existing tree removed and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in removing trees including stumps, root balls, and roots as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

# 10-1.19 REMOVE CHAIN LINK FENCE

Existing chain link fence, at the locations shown on the plans, shall be removed and be disposed of.

#### **PAYMENT**

Payment will be at the unit price bid per lineal foot of chain link fence removal and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved to remove chain link fences as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

# 10-1.20 RELOCATE EXISTING SCHOOL CROSSING GUARD SHACK

An existing wooden shack structure which is currently located at the southeast corner of Recreation Drive next to Paradise Elementary School will need to be relocated by the Contractor to the new location shown on the plans.

#### **PAYMENT**

The contract lump sum price bid to relocate this existing wooden shack and secure it in place at the new location shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved to relocate this wooden shack to the new locations as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer and no other additional compensation will be allowed therefor.

# 10-1.21 RELOCATE EXISTING ROADSIDE SIGN

Existing roadside signs, regardless if they are on metal posts or wood posts, shall be removed and relocated to the new locations shown on the plans.

Each roadside sign shall be installed at the new location on the same day that the sign is removed from its original location.

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

#### **PAYMENT**

Payment will be made at the unit price bid (1 unit equals one post and attached signs) per each roadside sign relocated and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in removing and relocating roadside signs as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

# 10-1.22 RELOCATE EXISTING MAILBOX

Existing mailboxes shall be removed and relocated in conformance with the details shown on the plans.

During construction operations, the mailboxes shall be moved as necessary to clear the way for the Contractor's operations, but shall be accessible for delivery at all times. During construction, the mailboxes shall be installed on posts set in the ground or the mailboxes may be installed on temporary supports approved by the Engineer.

When construction is complete, the mailboxes shall be installed in the final position on new redwood posts.

Redwood posts shall conform to the provisions for sign posts in Section 56-4.02C, "Wood Posts," of the Standard Specifications. The space around the posts shall be backfilled with earthy material. The backfill material shall be placed in layers approximately 4 inches thick and each layer shall be moistened and thoroughly compacted.

Existing posts, mounts, and hardware shall be disposed of outside the highway right of way in conformance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling," of the Standard Specifications.

A multiple-box installation shall consist of 2 or more mailboxes installed on multiple posts. Each multi-box installation shall be considered as 2 or more units for payment purposes.

Newspaper boxes on individual posts will be considered as mailboxes for measurement and payment. Newspaper boxes attached to existing mailbox posts shall be removed and fastened to the new mailbox posts and no separate payment will be made therefore.

#### **PAYMENT**

Payment will be made at the unit price bid per each existing mailbox relocated and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in removing and resetting or relocating mailboxes as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Full compensation for disposing of existing posts, mounts, and hardware; moving and maintaining the mailboxes (regardless of the number of moves required); and for furnishing new posts, planks, and hardware shall be considered as included in the contract unit price paid per each for relocate mailbox and no additional compensation will be allowed therefore.

# 10-1.23 RELOCATE EXISTING BACKFLOW PREVENTION DEVICE

This item shall consist of relocating an existing backflow prevention device to the new location and grades as shown on the plans and in accordance with these Special Provisions and with the Standard Specifications.

The Contractor shall notify the Town of Paradise at least seven (7) working days before beginning this work.

The Contractor shall relocate the backflow prevention device within the right-of-way and to a location that is acceptable to the Town of Paradise.

#### **PAYMENT**

Payment will be made at the unit price bid per each existing backflow prevention device to be relocated and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved to relocate the backflow prevention device as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

# 10-1.24 RELOCATE EXISTING IRRIGATION VALVE

This item shall consist of relocating an existing irrigation valve to the new location as shown on the plans and in accordance with these Special Provisions and with the Standard Specifications.

#### **PAYMENT**

Payment will be made at the unit price bid per each irrigation valve to be relocated shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved to relocate irrigation valve as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

# 10-1.25 RELOCATE EXISTING WATER METERS TO GRADE

This item shall include removing and relocating all pipes, fittings and appurtenances, coordination, disinfection, testing, excavation, backfill, and all other work required to relocate existing water meters as shown on the plans, as specified herein and as directed by the Engineer.

The contractor shall coordinate this work with Paradise Irrigation District (PID) and the property owners to minimize any disruption of water service to residents. Residents shall be notified at least 48 hours in advance of any proposed water service shutdown. PID shall be notified as least 4 weeks in advance of any proposed relocation and reconnection to water meter boxes. PID will need 2 weeks to prepare a cost estimate and work order for the Town of Paradise. Once the Town of Paradise authorizes the work, PID will need a minimum of 2 weeks to complete the work.

Paradise Irrigation District will remove and relocate existing PID water meters and service laterals and connect to the existing customer service lines and the water main. The contractor shall relocate, as necessary, all existing customer water valves and customer service lines to the proposed locations shown on the plans.

The Contractor shall notify the Paradise Irrigation District at least seven (7) working days before beginning this work.

The Contractor shall furnish approved material per the Paradise Irrigation District before construction.

# **PAYMENT**

Payment will be made at the unit price bid per each existing water meter to be relocated shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved, including all coordination with Paradise Irrigation District, to relocate existing water meters to grade as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

#### 10-1.26 RELOCATE EXISTING WATER SERVICE LINES

This item shall consist of relocating existing water service lines as shown on the plans and in accordance with these Special Provisions and with the Standard Specifications.

The contractor shall coordinate this work with Paradise Irrigation District (PID) and the property owners to minimize disruption of water service to residents. Residents shall be notified at least 48 hours in advance of any proposed water service shutdown. The contractor shall not halt operations for the day until service has been restored to all water customers.

#### **PAYMENT**

Full compensation for the relocation of existing water service lines shall be considered as included in the unit price paid for the relocation of existing water meters to grade as shown on the plans and no additional compensation will be allowed therefore.

#### 10-1.27 ADJUST EXISTING VALVE BOX TO GRADE

This item shall consist of adjusting existing standpipes and valve boxes to conform to the grade of the new surface in accordance with these Special Provisions and with Section 15-2.04, "Reconstruct," of the Standard Specifications.

The Contractor shall notify the Paradise Irrigation District at least seven (7) working days before beginning this work.

The Contractor shall ensure against covering valve box covers with asphaltic coatings during paving operations. Stand pipes shall be kept clean and free of paving materials and debris with the valve operating nut exposed.

The Contractor shall furnish approved material per the individual utility company for each valve box location to be adjusted.

# **PAYMENT**

Payment will be at the unit price bid per each existing valve box to be adjusted to grade and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in adjusting existing water and gas valve boxes, frames, and covers as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

# 10-1.28 ADJUST EXISTING WATER METER BOX TO GRADE

This item shall consist of adjusting existing water meter boxes to conform to the grade of the new surface in accordance with these Special Provisions and with Section 15-2,04, "Reconstruct," of the Standard Specifications.

The Contractor shall notify the Paradise Irrigation District at least seven (7) working days before beginning this work.

The Contractor shall ensure against covering water meter box covers with asphaltic coatings during paving operations. Boxes shall be kept clean and free of paving materials and debris.

The Contractor shall furnish new water meter box extension material per the water district for each water meter box location to be adjusted.

# **PAYMENT**

Payment will be at the unit price bid per each existing water meter box to be adjusted to grade and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in adjusting existing water meter boxes, frames, and covers as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

# 10-1.29 ADJUST EXISTING MANHOLE COVER TO GRADE

Existing storm drain manhole frames and grates, where shown on the plans to be adjusted to grade, shall conform to Section 10 of the Butte County Standard Specifications and these Special Provisions.

# **PAYMENT**

Payment will be at the unit price bid for each existing storm drain manhole cover to be adjusted and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved to adjust existing storm drain manhole frames and covers to proposed grades as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

# 10-1.30 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions in Section 16 of the Standard Specifications and these Special Provisions.

Vegetation shall be cleared and grubbed only within the areas shown on Construction Plans and as required to construct the improvements.

All existing facilities and vegetation, outside the areas to be cleared and grubbed, shall be protected from injury or damage resulting from the Contractor's operations.

All sprinkler lines damaged by the Contractor's operations shall be repaired and/or replaced.

# **PAYMENT**

Payment for clearing, grubbing, shall be on a lump sum basis which will include all material, labor, and disposal of all unwanted material.

# 10-1.31 DRIVEWAY DEMOLITION

## 10-1.32 DEMOLITION

Demolition work shall include but is not limited to removal of asphalt pavement, base rock, driveway concrete or asphalt pavement.

Existing base and bituminous surfacing for the road section and at some driveway locations shown on the plans to be removed shall be excavated to the depths as shown on the plans. Resulting holes and depressions shall be backfilled with earthy material selected from excavation to the lines and grade established by the Engineer. Removing all roadway base and pavement surfacing as shown on the plans shall be measured and paid for as demolition as shown on the Engineer's Estimate. Removing all driveway base and existing pavement surfacing, asphalt or concrete, as shown on the plans shall be measured and paid for as driveway demolition as shown on the Engineer's Estimate.

All the materials removed shall be disposed of outside the highway right of way in conformance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling," of the Standard Specifications.

# **PAYMENT**

Full compensation for all demolition work, including disposal of unwanted materials, shall be considered as included in the contract price paid per square yard for demolition or driveway demolition as shown on the plans and no additional compensation will be allowed therefore.

# 10-1.33 ROADWAY EXCAVATION

Roadway excavation shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these Special Provisions.

This section shall apply to all excavation of materials regardless of character and conditions necessary for the successful construction of the improvements shown on the plans.

It is anticipated that any suitable excavated materials can be used as roadway subgrade and backfill material for Pearson Road and Recreation Drive. Unsuitable excavated materials shall be properly disposed of at the Contractor's expense in conformance with Section 14-10, "Solid Waste Disposal and Recycling," of the Standard Specifications. Excess suitable material shall be hauled off the site.

## **PAYMENT**

The contract lump sum price paid for roadway excavation and grading shall be full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in excavation.

# 10-1.34 SUBGRADE PREPARATION

After rough subgrade is established, the native material shall be scarified to a depth of six (6) inches and re-compacted to 95% relative density.

Subgrade shall be established to the lines and grades shown on the plans.



#### **PAYMENT**

Full compensation for furnishing labor, materials, tools, equipment, and incidentals; and for doing the work involved in subgrade preparation shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

#### 10-1.35 KEYSTONE RETAINING WALL

#### **GENERAL**

# Description

- A. Work shall consist of furnishing and construction of a KEYSTONE Retaining Wall System in accordance with these specifications and in reasonably close conformity with the lines, grades, design, and dimensions shown on the plans.
- B. Work includes preparing foundation soil, furnishing and installing leveling pad, unit drainage fill and backfill to the lines and grades shown on the construction drawings.
- C. Work includes furnishing and installing geogrid soil reinforcement of the type, size, location, and lengths designated on the plans, if required.

# **Reference Documents**

- A. American Society for Testing and Materials (ASTM)
  - 1. ASTM C-1372 Specification for Segmental Retaining Walf Units
  - 2. ASTM D-422 Particle Size Analysis
  - 3. ASTM D-698 Laboratory Compaction Characteristics of Soil -Standard Effort
  - 4. ASTM D-4318 Liquid Limit, Plastic Limit and Plasticity Index of Soils
  - 5. ASTM D-4595 Tensile Properties of Geotextiles Wide Width Strip
  - 6. ASTM D-5262 Unconfined Tension Creep Behavior of Geosynthetics
  - 7. ASTM D-3034 Polyvinyl Chloride Pipe (PVC)
  - 8. ASTM D-1248 Corrugated Plastic Pipe
- B. Geosynthetic Research Institute (GRI)
  - 1. GRI-GG4 Determination of Long Term Design Strength of Geogrids
  - 2. GRI-GG5 Determination of Geogrid (soil) Pullout
- C. National Concrete Masonry Association (NCMA)
  - 1. NCMA SRWU-1 Test Method for Determining Connection Strength of SRW
  - 2. NCMA SRWU-2 Test Method for Determining Shear Strength of SRW

## Submittals/Certification

A. Contractor shall submit a Manufacturer's certification, prior to start of work, that the retaining wall system components meet the requirements of this specification, the plans, and the structure design.

# **Quality Assurance**

- A. Contractor shall submit a list of five (5) previously constructed projects of similar size and magnitude by the wall installer where the specific retaining wall system has been constructed successfully. Contact names and telephone numbers shall be listed for each project.
- B. Owner shall provide soil testing and quality assurance inspection during earthwork and wall construction operations. Contractor shall provide any quality control testing or inspection not provided by the Owner. Owner's quality assurance program does not relieve the contractor of responsibility for quality control and wall performance.

# **Delivery, Storage and Handling**

- A. Contractor shall check all materials upon delivery to assure that the proper type, grade, color, and certification has been received.
- B. Contractor shall protect all materials from damage due to jobsite conditions and in accordance with manufacturer's recommendations. Damaged materials shall not be incorporated into the work.

#### **PRODUCTS**

#### **Definitions**

- A. Modular Unit a concrete retaining wall element machine made from portland cement, water, and aggregates.
- B. Structural Geogrid a structural element formed by a regular network of integrally connected tensile elements with apertures of sufficient size to allow interlocking with surrounding soil, rock, or earth and function primarily as reinforcement.
- C. Unit Drainage Fill drainage aggregate which is placed within and immediately behind the modular concrete units.
- D. Reinforced Backfill compacted soil which is placed within the reinforced soil volume as outlined on the plans.

# **Modular Concrete Retaining Wall Units**

- A. Modular concrete units shall conform to the following architectural requirements:
  - face color concrete gray standard manufacturers' color may be specified by the Owner.
  - face finish sculptured rock face in angular tri-planer configuration
  - bond configuration running with bonds nominally located at midpoint vertically adjacent units, in both straight and curved alignments.
  - exposed surfaces of units shall be free of chips, cracks or other imperfections when viewed from a distance of 10 feet under diffused lighting.
- B. Modular concrete materials shall conform to the requirements of ASTM C1372 Standard Specifications for Segmental Retaining Wall Units.
  - C. Modular concrete units shall conform to the following structural and geometric requirements measured in accordance with appropriate references:
    - compressive strength = 3000 psi minimum; ∢
    - absorption = 8 % maximum (6% in northern states) for standard weight aggregates;
    - dimensional tolerances =  $\pm 1/8$ " from nominal unit dimensions not including rough split face,  $\pm 1/16$ " unit height top and bottom planes:
    - unit size standard unit: 8" (H) x 18" (W) x 21" (D) minimum; cap unit: 8" (H) x 18" (W) x 10" (D) minimum;
    - unit weight standard unit: 95 lbs/unit minimum for standard weight aggregates; cap unit: 65 lbs/unit minimum for standard weight aggregates;
    - inter-unit shear strength 1500 plf minimum at 2 psi normal pressure;
    - geogrid/unit peak connection strength -1000 plf minimum at 2 psi normal force.
  - D. Modular concrete units shall conform to the following constructability requirements: vertical setback = per course (near verticalalignment and grid positioning mechanism fiberglass pins, two per unit minimum;
    - maximum horizontal gap between erected units shall be 1/2 inch.

#### **Shear Connectors**

- A. Shear connectors shall be 1/2 inch diameter thermoset isopthalic polyester resin-pultruded fiberglass reinforcement rods or equivalent to provide connection between vertically and horizontally adjacent units. Strength of shear connectors between vertical adjacent units shall be applicable over a design temperature of 10 degrees F to + 100 degrees F.
- B. Shear connectors shall be capable of holding the geogrid in the proper design position during grid pre-tensioning and backfilling.

# **Base Leveling Pad Material**

A. Material shall consist of a compacted crushed stone base as shown on the plans.

# **Unit Drainage Fill**

A. Unit drainage fill shall consist of clean 1" minus crushed stone or crushed gravel meeting the following gradation tested in accordance with ASTM D-422:

Sieve Size 1 inch	Percent Passing
3/4 inch	75-100
No. 4	0 - 10
No. 50	0 - 5

B. One cubic foot, minimum, of drainage fill shall be used for each square foot of wall face.

Drainage fill shall be placed within cores of, between, and behind units to meet this requirement.

#### Reinforced Backfill

A. Reinforced backfill shall be free of debris and meet the following gradation tested in accordance with ASTM D-422:

Sieve Size	Percent Passing
2 inch	100-75
3/4 inch	100-75
No. 40	0-60
No. 200	0-35

Plasticity Index (PI) <15 and Liquid Limit <40 per ASTM D-4318.

- B. The maximum aggregate size shall be limited to 3/4 inch unless field tests have been performed to evaluate potential strength reductions to the geogrid design due to damage during construction.
- C. Material can be site excavated soils where the above requirements can be met. Unsuitable soils for backfill (high plastic clays or organic soils) shall not be used in the backfill or in the reinforced soil mass.
- D. Owner shall provide soil testing, laboratory testing, and quality assurance inspection during earthwork and wall construction operations. Contractor shall submit reinforced fill sample to the Owner. Laboratory test results shall be submitted to the Engineer for approval prior to the use of any proposed reinforced fill material.

# **Geogrid Soil Reinforcement**

- A. Geosynthetic reinforcement shall consist of geogrids manufactured specifically for soil reinforcement applications and shall be manufactured from high tenacity polyester yarn or high density polyethylene. Polyester geogrid shall be knitted from high tenacity polyester filament yarn with a molecular weight exceeding 25,000 Meg/m and a carboxyl end group values less than 30. Polyester geogrid shall be coated with an impregnated PVC coating that resists peeling, cracking, and stripping.
- B. Ta, Long Term Allowable Tensile Design Load, of the geogrid material shall be determined as follows:

Ta = Tult / (RFcr\*RFd\*RFid\*FS)

Ta shall be evaluated based on a 75 year design life.

- Tult, Short Term Ultimate Tensile Strength
   Tult is based on the minimum average roll values (MARV)
- 2. RFcr, Reduction Factor for Long Term Tension Creep RFcr shall be determined from 10,000 hour creep testing performed in accordance with ASTM D5262. Reduction value = 1.60 minimum.
- 3. RFd, Reduction Factor for Durability RFd shall be determined from polymer specific durability testing covering the range of expected soil environments. RFd = 1.10 minimum.
- 4. RFid, Reduction Factor for Installation Damage RFid shall be determined from product specific construction damage testing performed in accordance with GRI-GG4. Test results shall be provided for each product to be used with project specific or more severe soil type. RFid = 1.10 minimum.
- 5. FS, Overall Design Factor of Safety FS shall be 1.5 unless otherwise noted for the maximum allowable working stress calculation.
- C. The maximum design tensile load of the geogrid shall not exceed the laboratory tested ultimate strength of the geogrid/facing unit connection as limited by the "Hinge Height" divided by a factor of safety of 1.5. The connection strength testing and computation procedures shall be in accordance with NCMA SRWU-1 Test Method for Determining Connection Strength of SRW.
- D. Soil Interaction Coefficient, Ci
   Ci values shall be determined per GRI:GG5 at a maximum 0.75 inch displacement.

E. Manufacturing Quality Control

The geogrid manufacturer shall have a manufacturing quality control program that includes QC testing by an independent laboratory. The QC testing shall include:

Tensile Strength Testing Melt Flow Index (HDPE) Molecular Weight (Polyester)

# **Drainage Pipe**

A. If required, the drainage pipe shall be perforated or slotted PVC pipe manufactured in accordance with ASTM D-3034 or corrugated HDPE pipe manufactured in accordance with ASTM D-1248.

# **EXECUTION**

#### **Excavation**

- A. Contractor shall excavate to the lines and grades shown on the construction drawings. Owner's representative shall inspect the excavation and approve prior to placement of leveling material or fill soils. Proof roll foundation area as directed to determine if remedial work is required.
- B. Over-excavation and replacement of unsuitable foundation soils and replacement with approved compacted fill will be compensated as agreed upon with the Owner.

# **Base Leveling Pad**

- A. Leveling pad material shall be placed to the lines and grades shown on the construction drawings, to a minimum thickness of 6 inches and extend laterally a minimum of 8" in front and behind the modular wall unit.
- B. Soil leveling pad materials shall be compacted to a minimum of 95 % Standard Proctor density per ASTM D-698
- C. Leveling pad shall be prepared to insure full contact to the base surface of the concrete units.

# **Modular Unit Installation**

- A. First course of units shall be placed on the leveling pad at the appropriate line and grade.

  Alignment and level shall be checked in all directions and insure that all units are in full contact with the base and properly seated.
- B. Place the front of units side-by-side. Do not leave gaps between adjacent units. Layout of corners and curves shall be in accordance with manufacturer's recommendations.
- C. Install shear/connecting devices per manufacturer's recommendations.
- D. Place and compact drainage fill within and behind wall units. Place and compact backfill soil behind drainage fill. Follow wall erection and drainage fill closely with structure backfill.
- E. Maximum stacked vertical height of wall units, prior to unit drainage fill and backfill placement and compaction, shall not exceed two courses.

# Structural Geogrid Installation

- A. Geogrid shall be oriented with the highest strength axis perpendicular to the wall alignment.
- B. Geogrid reinforcement shall be placed at the strengths, lengths, and elevations shown on the construction design drawings or as directed by the Engineer.
- C. The geogrid shall be laid horizontally on compacted backfill and attached to the modular wall units. Place the next course of modular concrete units over the geogrid. The geogrid shall be pulled taut, and anchored prior to backfill placement on the geogrid.
- D. Geogrid reinforcements shall be continuous throughout their embedment lengths and placed sideby-side to provide 100% coverage at each level. Spliced connections between shorter pieces of geogrid or gaps between adjacent pieces of geogrid are not permitted.

# **Reinforced Backfill Placement**

- A. Reinforced backfill shall be placed, spread, and compacted in such a manner that minimizes the development of slack in the geogrid and installation damage.
- B. Reinforced backfill shall be placed and compacted in lifts not to exceed 6 inches where hand compaction is used, or 8 10 inches where heavy compaction equipment is used. Lift thickness shall be decreased to achieve the required density as required.
- C. Reinforced backfill shall be compacted to 95% of the maximum density as determined by ASTM D698. The moisture content of the backfill material prior to and during compaction shall be uniformly distributed throughout each layer and shall be dry of optimum, + 0%, 3%.

- Only lightweight hand-operated equipment shall be allowed within 3 feet from the tail of the modular concrete unit.
- E. Tracked construction equipment shall not be operated directly upon the geogrid reinforcement. A minimum fill thickness of 6 inches is required prior to operation of tracked vehicles over the geogrid. Tracked vehicle turning should be kept to a minimum to prevent tracks from displacing the fill and damaging the geogrid.
- F. Rubber tired equipment may pass over geogrid reinforcement at slow speeds, less than 10 MPH. Sudden braking and sharp turning shall be avoided.
- G. At the end of each day's operation, the Contractor shall slope the last lift of reinforced backfill away from the wall units to direct runoff away from wall face. The Contractor shall not allow surface runoff from adjacent areas to enter the wall construction site.

# **Cap Installation**

 Cap units shall be glued to underlying units with an all-weather adhesive recommended by the manufacturer.

#### **As-built Construction Tolerances**

- A. Vertical alignment: ± 1.5" over any 10' distance.
- B. Wall Batter: within 1 degree of the design batter as shown on the Plans.
- C. Horizontal alignment: ± 1.5" over any 10' distance.
- D. Corners, bends, curves  $\pm 1$  ft to theoretical location.
- E. Maximum horizontal gap between erected units shall be 1/2 inch.

# **Field Quality Control**

- A. Quality Assurance The Owner shall engage inspection and testing services, including independent laboratories, to provide quality assurance and testing services during construction. This does not relieve the Contractor from securing the necessary construction control testing.
- B. Quality assurance should include foundation soil inspection. Verification of geotechnical design parameters, and verification that the contractor's quality control testing is adequate as a minimum. Quality assurance shall also include observation of construction for general compliance with design drawings and project specifications. Quality assurance is best performed by the site geotechnical engineer.
- A. Quality Control The Owner shall engage inspection and testing services to perform the minimum quality control testing described in the retaining wall design plans and specifications. Only qualified and experienced technicians and engineers shall perform testing and inspection services
- C. Quality control testing shall include soil and backfill testing to verify soil types and compaction and verification that the retaining wall is being constructed in accordance with the design plans and project specifications.

#### **PAYMENT**

Payment will be at the contract price bid per square foot of keystone retaining wall constructed and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing retaining wall as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

# 10-1.36 AGGREGATE BASE CLASS 2

Aggregate base shall conform to the provisions of Section 26, "Aggregate Bases," of the Standard Specifications and to the provisions herein.

Aggregate base shall be Class 2, 3/4 inch maximum aggregate. The material for aggregate base shall be placed in at least two lifts. The compacted thickness of a single lift shall not exceed six (6) inches. Each lift shall be compacted to 95% relative density.

The material for aggregate base shall be placed on the subgrade or aggregate sub-base in such a manner as to provide a uniform section of material with a 5% tolerance of the predetermined required volume.

Disposition will be by suitable means with extreme care exercised to prevent segregation of the material. The section so deposited on the roadbed shall then be spread to its planned grade cross section without undue segregation of material.

Excessive drifting or spotting of material shall not be permitted and any material in the opinion of the Engineer to be unsuitably segregated shall be removed from the roadbed or reworked to provide the desired uniformity of material at the Contractor's own expense.

Aggregate base shall be placed to the lines and grades shown on the plans at the depth specified on the typical section.

#### **PAYMENT**

The contract price paid per cubic yard for aggregate base Class 2 shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and placing aggregate base compacted complete in place, and as directed by the Engineer, and no additional compensation will be allowed therefore.

#### 10-1.37 INSTALL NEW ROADSIDE SIGN

Roadside signs shall conform to Section 56-4, "Roadside Signs" of the State Standard Specifications. When metric dimensions are specified, the closest Imperial units equivalent shall apply. Any discrepancies or ambiguities shall be clarified/interpreted at the sole discretion of the Engineers.

The State Department of Transportation (Caltrans) maintains a trade name list of approved pre-qualified and tested signing and delineation materials and products (which must be used as part of this project). Approval of pre-qualified and tested products and materials shall not preclude the Engineer from sampling and testing any of the signing and delineation materials or products at any time.

One or more sign panels mounted on a single post installation will be counted as one roadside sign.

#### **PAYMENT**

Payment shall be at the unit price bid per each pole with attached sign or signs assemblies and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in roadside sign installation as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

# 10-1.38 INSTALL 6-FOOT HIGH CHAIN LINK FENCE

Chain link fence shall conform to Section 80-3, "Chain Link Fences" of the State of California Transportation Department Standard Specifications dated July 2010.

# **PAYMENT**

Chain link fence will be paid for at the contract price per lineal foot of chain link fence installed and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing chain link fence as shown on the plans, as specified herein, and as directed by the Engineer.

# 10-1.39 INSTALL 3-FOOT HIGH CHAIN LINK FENCE POST

Chain link fence posts shall conform to Section 80-3, "Chain Link Fences" of the State of California Transportation Department Standard Specifications dated July 2010.

# **PAYMENT**

Chain link fence posts will be paid for at the contract unit price of chain link fence posts installed and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing chain link fence posts as shown on the plans, as specified herein, and as directed by the Engineer

- 10-1.40 CONCRETE RETAINING CURB
- 10-1.41 CONCRETE VERTICAL CURB AND GUTTER
- 10-1.42 CONCRETE SIDEWALK
- 10-1.43 CONCRETE PEDESTRIAN CURB RAMP
- 10-1.44 CONCRETE DRIVEWAY

#### **GENERAL**

Portland cement concrete retaining curbs, vertical curb and gutters, sidewalks, pedestrian curb ramps, and driveways shall be constructed at the location shown on the plans, or as directed by the Engineer, and shall conform to the details and dimensions as shown on the plans or as called reference to the standards.

#### **MATERIALS**

- CONCRETE Construction of all retaining curbs, sidewalks, curbs and gutters, driveways, and pedestrian curb ramps shall be of Class "B" Portland cement concrete as specified in Section 90, " Concrete," of the Standard Specifications, and shall conform to the provisions of Section 90-2, "Minor Concrete," of the Standard Specifications.
- 2. ADHESIVES Adhesives or bonding agents used to join new concrete to existing concrete shall be approved by the Engineer prior to use in the work.
- 3. JOINT FILLER Pre-molded expansion joint filler shall conform to the provisions of Section 51-2.01B(1) of the Standard Specifications.
- 4. DOWELS Steel dowels, where specified, shall conform to the provisions of Section 51-1.02C, "Bonding Materials," and 52-1.02B, "Bar Reinforcement," of the Standard Specifications.
- 5. CURING The curing method for Portland cement concrete shall conform to Section 90, "Concrete," of the Standard Specifications. The curing compound shall consist of the compound specified in Section 90-1.03B(3)(b), "Materials" of the Standard Specifications.
- MORTAR Mortar used for the rock curb shall conform to Section 51-1.02F "Mortar" of the Standard Specifications.

#### CONSTRUCTION

- Construction of all sidewalks, curbs and gutters, driveways, and pedestrian curb ramps shall conform to the provision of Section 73, "Concrete Curbs and Sidewalks" of the Standard Specifications.
- 2. Subgrade preparation shall conform to the provisions of Section 73-1.03B. "Subgrade Preparation," of the Standard Specifications. Where subgrade occurs in a fill section, the base material shall be compacted to a relative compaction of 95 percent (95%) in conformance with California Test Method No. 216.
- 3. No concrete shall be placed until the subgrade and forms have been reviewed for satisfactory compaction, alignment, and grade and approved by the Engineer.
- 4. Expansion joints and score lines shall conform to the requirement of the standards.
- 5. Contractor shall be responsible for protecting concrete work against detachment and shall replace any and all concrete work so vandalized, at no cost to the Town, until the date of final acceptance of the work.

# **PAYMENT**

- 1. Quantities of concrete retaining curb will be measured by the lineal foot, complete in place
- 2. Quantities of concrete rock curb will be measured by the lineal foot, complete in place
- 3. Quantities of concrete vertical curb and gutter will be measured by the lineal foot, complete in place.
- 4. Quantities of concrete sidewalk will be measured by the square foot, complete in place.
- 5. Concrete pedestrian curb ramps will be measure by the square foot, complete in place.
- 6. Quantities of concrete driveway will be measured by the square foot, complete in place.

The contract price paid per lineal foot for installation of retaining curb, the contract price paid per lineal foot for installation of concrete rock curb, the contract price paid per lineal foot for installation of concrete curb and gutter, the contract price paid per square foot for installation of concrete sidewalk, the contract price paid per square foot for installation of concrete driveway, and the contract price paid per square foot for pedestrian curb ramps shall include full compensation for furnishing all labor, tools, materials, equipment and incidentals, installing curb, gutters, pedestrian curb ramps, and sidewalks, complete in place, as shown on the plans, including 2-inch sand or aggregate base under sidewalks, ramps and driveways as

required by the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

Note: Curb and gutter contiguous to driveways and ramps will be paid under curb and gutter quantities.

## 10-1.45 HOT MIX ASPHALT (TYPE A)

Hot mix asphalt shall be Type A and shall conform to the provisions in Section 39, "Hot Mix Asphalt," of the State Specifications and these Special Provisions.

The grade of paving asphalt shall be PG 64-10 or as determined by the Engineer and shall conform to the provisions of Section 92, "Asphalts," of the Standard Specifications. The amount of asphalt binder to be mixed with the aggregate shall be as determined by the Engineer, and shall conform to the provisions of Sections 39-1.03, "Hot Mix Asphalt Mix Design Requirements," and Section 92, "Asphalts," of the Standard Specifications.

The hot mix asphalt shall conform to the following requirements:

- a) Hot mix asphalt shall be produced at a central mixing plant.
- b) Aggregate shall conform to the 1/2 inch maximum, medium grading specified in Section 39-1.02E, "Aggregate," of the State Specifications.
- c) The amount of asphalt binder to be mixed with the aggregate for jot mix asphalt (except Open Graded hot mix asphalt) and hot mix asphalt base will be determined by the Contractor in conformance with Section 39-1.02C, "Asphalt Binder", of the State Specifications.
- d) Each lift of hot mix asphalt shall be spread in one operation with a self-propelled spreader ready for compaction without further shaping. Compacting shall be performed by methods that will produce an hot mix asphalt surfacing of uniform smoothness, texture, and density.
- e) The finished surface shall meet the straightedge requirements of Section 39-1.11, "Transporting, Spreading, and Compacting" and Section 39-1.12, "Smoothness" of the State Specifications.
- f) Tack coat shall be asphaltic emulsion, grade to be as approved by the Engineer, conforming to the provisions of Section 94 "Asphaltic Emulsion" of the State Specifications, and shall be applied such that the original emulsion will be spread at a rate of 0.05 gallons per square yard, in accordance with Section 37 of the State Specifications. The exact rate of application shall be determined by the Engineer.
- g) The bituminous binder shall be grade AR 8000 paving asphalt.
- h) Longitudinal pavement joints shall be at lanelines established by the Engineer.
- i) Turn pockets, driveways, tapers, intersections and leveling courses are to be paved as determined by the Engineer.
- j) Driveway paving shall not be done until placement of the adjacent mainline paving and/or the hot mix asphalt dike has been completed.
- k) Payment for furnishing and placing the hot mix asphalt used in the paving of turn pockets, driveways, tapers and intersections will be included in the contract price paid per ton of "Hot Mix Asphalt (Type A)" and no additional compensation will be allowed therefor.
- In addition to the requirements in Section 39-1.10, "Spreading and Compacting Equipment," of the Standard Specifications, asphalt paving equipment shall be equipped with automatic screed controls and sensing devices.
- m) When placing the initial mat of hot mix asphalt at the end of the screed nearest the centerline shall be controlled by a sensor activated by a ski device not less than twenty-nine feet in length. The

opposite end of the screed shall be controlled by an automatic transverse slope device set to produce the cross slope to match the existing slope or as otherwise determined by the Engineer.

- n) When paving contiguously with a previously placed mat, the end of the screed adjacent to the previously placed mat shall be controlled by sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.02 of a foot tolerance. The opposite end of the screed shall be controlled in the same manner mentioned in the paragraph above.
- o) All paving operations shall be discontinued should the methods and equipment furnished by the Contractor fail to produce a layer of hot mix asphalt conforming to the requirements in Section 39-1.11, "Transporting, Spreading, and Compacting," of the Standard Specifications, these special provisions and as determined by the Engineer. Upon approval by the Engineer, the Contractor may resume paving operations following modifications to the existing equipment, procedures or furnish substitute equipment.
- p) Should the automatic screed controls fail to operate properly during any day's work the Contractor may use manual control of spreading equipment for the remainder of the day, however, the equipment shall be repaired or replaced with equipment conforming to the requirements in this section before starting another day's work.
- q) The Contractor shall schedule his paving operations such that each layer of hot mix asphalt is placed on contiguous lanes along the traveled way. At the end of each work shift, the distance between the ends of the layers of hot mix asphalt on adjacent lanes shall not be greater than 10 feet nor less than 5 feet. Additional paving shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked and compacted to form temporary conforms. Kraft paper, or other approved bond breaker shall be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

Hot mix asphalt placed in layers less than 0.18 of a foot in compacted thickness or widths less than 5 feet shall be spread and compacted with the equipment and by methods specified in Section 39, "Hot Mix Asphalt," of the Standard Specifications. All other hot mix asphalt shall be compacted and finished in conformance with the provisions of Section 39, amended as follows:

Section 39-1.10, "Spreading and Compacting Equipment," of the Standard Specifications is amended to read:

Compacting Equipment. – The Contractor shall furnish a sufficient number of rollers to obtain the specified compaction and surface finish required by these specifications

All rollers shall be equipped with pads and water systems, which prevent sticking of asphalt mixtures to the pneumatic- or steel-tired wheels. A parting agent, which will not damage the asphalt mixture, as determined by the Engineer, may be used to aid in preventing the sticking of the mixture to the wheels.

During the rolling operations and when ordered by the Engineer, the hot mix asphalt may be cooled by applying water. No layer shall be cooled with water unless ordered or permitted by the Engineer.

Full compensation for furnishing and applying water during rolling operations will be considered as included in the contract price paid per ton for the item "Hot Mix Asphalt (Type A)" and no additional compensation will be allowed therefor.

Hot mix asphalt shall be compacted to a relative compaction of not less than 95 percent and shall be finished to the lines and cross section as shown on the plans and as determined by the Engineer.

Hot mix asphalt pavement shall conform to the straightedge requirements in Section 39-1.11, "Transporting, Spreading, and Compacting" and Section 39-1.12, "Smoothness" of the Standard Specifications and these special provisions.

The top surface of the uppermost layer of hot mix asphalt that does not meet the specified surface tolerances shall be brought within tolerance by abrasive grinding followed with the application of a fog seal coat on the ground areas. Deviations in excess of 0.03 of a foot which, cannot be brought to the specified tolerances by abrasive grinding shall be corrected by either (1) removal and replacement; or (2) placing an hot mix asphalt overlay. The corrective method for each area shall be selected by the Contractor with approval by the Engineer prior to the beginning of the work. Any replacement and/or overlay pavement not meeting the specified tolerances shall be corrected by the aforementioned methods.

The abrasive grinding used to bring the finished surface of the hot mix asphalt within specified surface tolerances may be expanded in each direction so that the lateral limits of the grinding are at a constant offset from and parallel to the nearest lane line or pavement edge, while the longitudinal grinding limits are normal to the pavement centerline. All ground areas shall be uniform in appearance and rectangular in shape. Abrasive grinding shall conform to the requirements in Section 42-3.03, "Construction" of the Standard Specifications.

Accrued costs for doing the work in performing profile checks, for performing all corrective work to the pavement surface including abrasive grinding, furnishing and placing hot mix asphalt for use in removal and replacement as well as the hot mix asphalt overlay methods of correction shall be borne by the Contractor.

#### **PAYMENT**

Full compensation for furnishing and placing hot mix asphalt, including compaction of subgrade, placement of material, compaction, installation of asphalt tack coat, and traffic control shall be considered as included in the contract price paid per ton for Hot Mix Asphalt (Type A) and no additional compensation will be allowed therefore. Payment adjustments for price index fluctuations shall be in accordance with Section 9-1.07 of the Standard Specifications.

# 10-1.46 HOT MIX ASPHALT (CONFORM AREAS)

This work includes furnishing and producing miscellaneous hot mix asphalt and placing it at driveway conform area or miscellaneous conform areas as shown on the plans.

Comply with Section 39, "Hot Mix Asphalt," of the Standard Specifications.

## **PAYMENT**

Full compensation for furnishing and placing hot mix asphalt and conforming to existing grades, including compaction of subgrade, placement of material, compaction, installation of asphalt tack coat, and traffic control shall be considered as included in the contract price paid per ton for hot mix asphalt (conform areas) and no additional compensation will be allowed therefore.

Full compensation for tack coat for hot mix asphalt at conform areas as shown on the plans shall be considered as included in the contract price paid per ton for the hot mix asphalt placed in conform areas and no additional compensation will be allowed therefor.

#### 10-1.47 ASPHALT TACK COAT

All concrete gutter edges and saw cut asphalt edges shall be treated with an asphaltic emulsion tack coat prior to placement of the new hot mix asphalt.

# **PAYMENT**

Full compensation for asphalt tack coat installation shall be considered as included in the contract price paid per ton of hot mix asphalt placed, and no additional compensation will be allowed therefore.

# 10-1.48 GRIND 3.6" HOT MIX ASPHALT PAVEMENT

Areas designated on the plans and as marked by the by the Engineer shall be cold planed to a depth of 3.6-inches.

This work includes cold planing existing hot mix asphalt (HMA) pavement.

Schedule cold planing activities to ensure hot mix asphalt is placed over cold planed area during the same work shift before opening to traffic. If you cannot place hot mix asphalt over the entire cold planed area before opening it to traffic:

- 1. Construct a temporary AC taper to the level of the existing pavement.
- 2. Place AC during the next lane or shoulder closure for that area.
- 3. Submit a corrective action plan that shows that you are able to cold plane and place AC in the same work shift. Do not perform cold planing work until the Engineer approves the corrective action plan.

Hot mix asphalt for temporary tapers must be of the same quality as miscellaneous hot mix asphalt used elsewhere on the project or comply with "Hot Mix Asphalt (Conform Areas)" of these special provisions.

#### CONSTRUCTION

#### General

Perform planing of hot mix asphalt pavement without the use of a heating device to soften the pavement.

# **Cold Planing Equipment**

Cold planing machine must be:

- 1. Equipped with a cutter head width that matches the planing width. If the only available cutter head width is wider than the cold plane area shown, submit to the Engineer a request for using a wider cutter head. Do not cold plane until the Engineer approves your request.
- 2. Equipped with automatic controls to control the longitudinal grade and transverse slope of the cutter head and:
  - 2.1. If a ski device is used, it must be at least 30 feet long, rigid, and 1 piece unit. The entire length must be used in activating the sensor.
  - 2.2. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint matching shoe may be used.
- 3. Equipped to effectively control dust generated by the planing operation.
- 4. Operated so that no fumes or smoke is produced.

Replace broken, missing, or worn machine teeth.

# **Grade Control and Surface Smoothness**

Furnish, install, and maintain grade and transverse slope references.

The depth, length, width, and shape of the cut must be as shown or as ordered. The final cut must result in a neat and uniform surface. Do not damage remaining surface.

The completed surface of the planed hot mix asphalt pavement must not vary more than 0.02 foot when measured with a 12-foot straightedge parallel with the centerline. The transverse slope of the planed surface must not vary more than 0.03 foot from the straightedge when placed at right angles to the centerline.

A drop-off of more than 0.15 foot is not allowed between adjacent lanes open to public traffic.

## **Temporary Hot Mix Asphalt Tapers**

If a drop-off between the existing pavement and the planed area at transverse joints cannot be avoided before opening to traffic, construct a temporary hot mix asphalt taper. Hot mix asphalt for temporary taper must be:

- 1. Placed to the level of the existing pavement and tapered on a slope of 30:1 (Horizontal: Vertical) or flatter to the level of the planed area
- 2. Compacted by any method that will produce a smooth riding surface
- 3. Completely removed before placing the permanent surfacing. The removed material must be disposed of outside the highway right of way in conformance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling," of the Standard Specifications.

#### **Disposal of Planed Material**

Remove cold planed material concurrent with planing activities, within 50 feet of the planer or as ordered. Dispose of planed material and under Section 14-10, "Solid Waste Disposal and Recycling," of the Standard Specifications.

#### **PAYMENT**

Payment shall be at the unit price bid per square yards of existing hot mix asphalt pavement to be grind and removed and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in grinding and removing 3.6-inches existing hot mix asphalt pavement including constructing, maintaining, removing temporary hot mix asphalt tapers if applicable, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

Full compensation for removal of thermoplastic traffic stripe, painted traffic stripe, and pavement marking in areas of cold plane hot mix asphalt is included in the contract price paid for cold plane hot mix asphalt and no separate payment will be made therefor.

#### **10-1.49 TRENCHING**

Trenching shall conform to the provisions in Section 19-3 "Structure Excavation and Backfill" of the Standard Specifications, these Special Provisions and the rules, orders and regulations prescribed by the Division of Industrial Safety, State of California.

It is the Town policy that no person shall enter a trench or excavation five (5) feet deep or more unless protected with a system of shoring, sloping or benching or equivalent alternative.

The Town requires the Contractor to obtain the required permit from the Division of Occupational Safety and Health prior to any person entering a trench or excavation five (5) feet deep or more.

The Contractor shall excavate to the dimensions and depths indicated on the plans or as required by the Engineer. Should conditions dictate, or should the Contractor elect to excavate the trench to a greater width than specified above, no payment shall be made for the additional backfill material used.

Care shall be exercised to prevent excavating below the required trench depth. Areas excavated below this depth shall be filled with suitable bedding material and thoroughly compacted by the Contractor at his own expense.

All material excavated, not required for backfilling, shall be immediately removed and disposed of by the Contractor.

#### **PAYMENT**

The price paid for trenching shall be considered as included in the price paid for various contract items of work and no separate payment will be made therefore. The prices paid shall include full compensation for furnishing all labor, materials, tools, and equipment, and for doing all work involved in constructing these items complete in place as specified.

# 10-1.50 TEMPORARY BITUMINOUS TRENCH RESURFACING

Temporary bituminous resurfacing 2 inches thick shall be placed and maintained in all street trenching within the traveled way. All temporary resurfacing shall be removed and replaced with hot mix asphalt.

#### **PAYMENT**

Full compensation for placement, maintenance, removal and disposal all temporary bituminous resurfacing shall be considered as included in the contract price paid for various items of work, and no additional compensation will be allowed therefore.

# 10-1.51 15" DIA. HDPE STORM DRAIN PIPE

The work under this section of the specifications includes construction of storm drain pipe to the lines and grades shown on the plans and conforming to these Special Provisions. The storm drain pipe shall be smooth interior wall high density polyethylene pipe conforming to Section 64, "Plastic Pipe," of the Standard Specifications.

A single type of pipe produced by a single manufacturer, shall be used throughout the project unless prior written approval is obtained from the Engineer allowing the use of two types of pipe. In no case shall two types of pipe be installed in a single reach between any combination of drainage inlets, manholes and outfall.

Smooth interior wall high density polyethylene pipe shall be installed in conformance with the specifications of the manufacturer and the requirements of the plans, and these Special Provisions.

All joints and connections shall be of the same type, size and manufacturer as the pipe and shall be installed in conformance with the specifications of the manufacturer. Joints shall be of a type and quality, such as bell and spigot, to provide a seal which is watertight. All other storm drain connections shall be installed so as to form a watertight seal.

Fittings and accessories shall be as manufactured and furnished by the pipe supplier, or approved equal, and have bell and/or spigot configurations compatible with that of the pipe.

#### **PAYMENT**

The contract price paid per lineal foot for storm drain pipe HDPE shall include full compensation for furnishing all labor, materials, tools and equipment, and incidentals and for doing all the work involved in installing gravity storm drain pipe, structural excavation and backfill, installing the pipe, disposal of excess materials, complete in place, and as directed by the Engineer, and no additional compensation will be allowed therefore.

# 10-1.52 48" DIA. STORM DRAIN MANHOLE

Drainage manholes shall be as shown on the plans, conforming to the applicable requirements of the Butte County Improvement Standards for a "Standard Manhole" (County Detail S-19) and other Butte County Specifications. Manholes shall be constructed with offset reducing cones and steps.

Drainage manholes will be measured by the unit installed for each type and case constructed at the locations shown on the plans, in conformance with the requirements of the Standard Specifications and these Special Provisions, and as directed by the Engineer.

# **PAYMENT**

The contract unit price paid per each for the drainage manhole items shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing drainage manholes, including structure excavation and backfill, concrete, precast riser and cone sections, steps, frames and covers, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

# 10-1.53 STORM DRAIN DROP INLET (STD PLAN S-8 TYPE GO)

Drainage inlets shall conform to Butte County Standard Detail S-8, the provisions in Section 51, "Concrete Structures" and Section 70, "Miscellaneous Drainage Facilities" of the Standard Specifications, and these Special Provisions.

#### **PAYMENT**

The contract unit price paid per each drainage inlets shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing new drainage inlets, including structure excavation and backfill, concrete, steps, frames and grates, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

- 10-1.54 WHITE TRAFFIC STRIPE FOR PARKING LOT
- 10-1.55 4" WHITE THERMOPLASTIC TRAFFIC STRIPE DETAIL 8
- 10-1.56 4" WHITE THERMOPLASTIC TRAFFIC STRIPE DETAIL 27B
- 10-1.57 4" YELLOW THERMOPLASTIC TRAFFIC STRIPE DETAIL 32
- 10-1.58 8" WHITE THERMOPLASTIC TRAFFIC STRIPE DETAIL 38A
- 10-1.59 6" WHITE THERMOPLASTIC TRAFFIC STRIPE DETAIL 39
- 10-1.60 6" WHITE THERMOPLASTIC TRAFFIC STRIPE DETAIL 39A
- 10-1.61 4" DOUBLE YELLOW THERMOPLASTIC TRAFFIC STRIPE DETAIL 21
- 10-1.62 4" DOUBLE YELLOW THERMOPLASTIC TRAFFIC STRIPE DETAIL 22
- 10-1.63 12" YELLOW THERMOPLASTIC CROSSWALK

## 10-1.64 THERMOPLASTIC PAVEMENT MARKINGS AND LEGENDS

Thermoplastic traffic stripes (traffic lines) and pavement markings shall conform to the provisions in Sections 84-1, "General," 84-2, "Thermoplastic Traffic Stripes and Pavement Markings," 84-3, "Painted Traffic Stripes and Pavement Markings" of the Standard Specifications and these Special Provisions.

The thermoplastic material shall conform to State Specification 8010-21C-19. Glass beads to be applied to the surface of the molten thermoplastic material shall conform to the requirements of State Specification 8010-21C-22 (Type II), or AASHTO Designation: M 247 (Type I).

State Specifications for thermoplastic material and glass beads may be obtained from the Transportation Laboratory, P O Box 19128, Sacramento, CA 95819, (916) 739-2400.

Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.090-inch.

Thermoplastic material for traffic marking (crosswalks, arrows, etc.) shall be applied at a minimum thickness of 0.120 inch.

Pavement markers shall conform to section 85-1.02C, "Retroreflective Pavement Markers," section 85-1.02D, "Hot Melt Bituminous Adhesive," and section 85-1.02E, "Epoxy Adhesive," of the Standard Specifications and Section 2-59, "Pavement Markers," of these Special Provisions.

# **PAYMENT**

Thermoplastic traffic stripes will be measured by the lineal foot and Pavement Markings will be measured by square foot for the actual area marked. A double thermoplastic traffic stripe consisting of two 4-inch wide yellow stripes is measured as 2 traffic stripes.

The contract price paid for Thermoplastic Traffic Stripes of the different details, Crosswalks, and Pavement Markings shall include full compensation for furnishings all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in striping and pavement marking, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

The contract lump sum price paid for White Traffic Stripes for Parking Lot as shown on the Engineer's Estimate shall include full compensation for furnishings all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in striping and pavement marking for the parking lot between Academy Drive and Mallan Lane, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

# 10-1.65 PAVEMENT MARKER (RETROREFLECTIVE-RECESSED)

Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these special provisions.

The Contractor shall furnish the Engineer certificates of compliance for the pavement markers in conformance with the provisions in Section 6-3.05E, "Certificates of Compliance," of the Standard Specifications.

Retroreflective pavement markers shall be marked as abrasion resistant on the body of the markers.

Retroreflective pavement markers shall be recessed and will be measured and paid for as pavement marker (retroreflective-recessed).

Adhesive placed in pavement recesses shall be applied as recommended by the manufacturer.

#### **PAYMENT**

The contract unit price paid per each retroreflective pavement marker shall include full compensation for furnishings all labor, materials, tools, equipment, and incidentals, and for doing all the work involved to install pavement markers, complete in place, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

#### 10-1.66 LANDSCAPE IRRIGATION SYSTEM

General Scope:

The work consists of furnishing and installing a complete automatic underground irrigation system as shown on the drawings and as specified hereafter. The contractor performing this work shall furnish all labor, equipment, materials and permits, and perform tests necessary for completion of the system, except those specified to be furnished by others.

- 1. All work shall be installed in accordance with applicable codes and ordinances as per local and governing authorities and the national electrical code and its governing authorities. All local codes shall prevail over any discrepancies herein.
- 2. The contractor shall be responsible for locating all cables, conduits, piping, irrigation system, and other utilities or structures that may be encountered either above or below ground. All necessary precautions must be taken by the contractor to prevent any damage to these existing improvements. In the event that such damage should occur from the contractor's operations, the contractor shall repair or replace or bring to original condition the damaged utilities or improvements at the contractor's expense.
- 3. All materials shall be new and without flaws or defects of any type and shall be the best of their class and kind. All materials shall have a minimum guarantee of one year against material defects or defective workmanship. All materials shall be of the brands and types noted on the drawings or as specified herein, or approved as equal. The contractor must first obtain approval from the irrigation designer for an 'approved equal' before installing it in the field or the contractor risks the chance of replacing it at his own cost.
- 4. The intent of the irrigation system is to provide 100% coverage of all landscape areas. The irrigation plan is generally diagrammatic and represents the intent of the work to be installed. Coordinate irrigation installation with the planting plan and site conditions to provide complete coverage with minimum overspray. Actual layout of piping, sprinkler heads, valves, controller and related equipment shall be determined on-site. For clarity purposes, some irrigation lines and equipment are shown in hardscape areas without access sleeves these lines shall be installed in a common trench or at the back of curb in landscape areas. Minor field adjustments shall be made at no additional cost to the owner.
- 5. It is the responsibility of the irrigation contractor to be familiar with all grade differences, locations of walls, structures and utilities and make the necessary adjustments to accommodate the irrigation system as designed. Do not willfully install the irrigation system as shown on the drawings when it is obvious in the field that unknown obstructions, grades or dimensions exist that might not have been considered in the engineering. Such obstructions or differences should be brought to the attention of the irrigation designer. In the event that this notification is not performed, the irrigation contractor shall assume full responsibility for any revisions and necessary costs.
- 6. At least seven days before beginning work, confirm the static water pressure is at least 90 psi. If static water pressure is less than stated, do not proceed without first notifying the irrigation designer in writing. Should the irrigation contractor choose to begin the installation without the approval of the irrigation designer, the irrigation contractor will assume the responsibility of all costs incurred to ensure the system is working properly. No change orders will be authorized.

- 7. All backfill material shall be subject to approval by the owner. Backfill material shall be free from rubbish, rock, large stones, brush, sod, frozen material or other unsuitable substances that may damage pipe during the backfilling operations. In the event that the material from the excavation or trenching is found to be unsuitable for use in backfill, it shall be removed from the site and properly disposed of by the contractor at the contractor's expense. the contractor shall then, at no additional cost to the owner, arrange for, purchase, and furnish suitable backfill material consisting of earth, loam, sandy clay, sand or other approved materials free of large clods of earth or sharp stones.
- 8. Coordinate with general contactor for provision of 2" sleeve for the irrigation controller. The irrigation controller is a battery powered unit (2 stations) assembled with one control valve and located with the valve box.
- 9. 24 volt valve wire shall be a minimum of #14 gauge, u.f. approved for direct burial, single conductor 'irrigation wire.' Two (2) spare ground wires shall be installed from controller to the farthest valve in each direction.
  - a) station wire any color except white or blue
  - b) common wire white
  - c) extra common wires blue
- 10. Wire splices shall be encased in a waterproof compound or gel. all field splices shall be located in a 6 inch round valve box.
- 11. Watch valve to receive a pre-manufactured numbered waterproof tag corresponding to its valve sequence of operation on the controller.
- 12. Valve boxes shall be installed flush with the grade, with 3 inches of clean pea gravel located below the valve. use 10 inch round valve boxes for electric valves and quick coupling valves.
- 13. Use schedule 80 rigid pvc swing joints with marlex 90 degree ells for all quick coupler connections.

#### **PAYMENT**

Measurement for this item shall be made based per square foot of pipe, sleeves, trenching, valves, sprinklers, bubblers, and controller. Compensation for furnishing and installing irrigation system shall include trenching and backfilling to the grades and depths as shown on the plans. The contract price per square foot paid to furnish and all irrigation system shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all work to furnish and install irrigation system as specified herein. No additional compensation will be awarded for trenching/ excavating through rock and/or other materials.

The contract price per square foot for irrigation system shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to install.

#### **10-1.67 TREE WELLS**

#### **General Scope:**

The work consists of furnishing and installing tree wells and root barriers as shown on the drawings and as specified hereafter. the contractor performing this work shall furnish all labor, equipment, materials and permits, and perform tests necessary for completion of the system, except those specified to be furnished by others.

Tree wells shall conform to the Standard Drawing titled "Tree Well Detail" attached to these specifications. Tree wells will be measured on a per each basis.

#### **PAYMENT**

Compensation for furnishing and installing tree well grates, stamped & colored concrete, frames, 24" root barrier, shall include all grading, compacting and preparation required to the grades shown on the plans, and as required in these specifications.

Measurement for this item shall be made based per each of tree well with root barriers furnished and installed in place. Compensation for furnish and install tree wells shall include furnishing, and installing all tree wells as shown on the plans. The contract price per each paid for furnish and install tree wells shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work as specified herein.

## 10-1.68 LANDSCAPE PLANTING General Scope:

The work consists of clearing and grubbing, soil preparation, furnishing and installing top soil, preemergent, landscape plant materials, and bark mulch complete as shown on the drawings and as specified hereafter. The contractor performing this work shall furnish all labor, equipment, materials and permits, and perform tests necessary for completion of planting, except those specified to be furnished by others.

- 1. Work covered by these sections includes the furnishing of any paying for all materials, labor, services, equipment, licenses, taxes and any other items that are necessary for the execution, installation and completion of all work, specified herein and / or shown on the landscape plan.
- 2. All work shall be performed in accordance with all applicable laws, codes and regulations required by authorities having jurisdiction over such work and provide all inspections and permits required by federal, state and local authorities in supply, transportation and installation of materials.
- 3. The landscape contractor is responsible for the verification of all underground utility lines (telephone, gas, water, electrical, cable, television, etc...) prior to the start of any work.

#### Plant Materials:

- 1. Provide plants typical of their species or variety, with normal, densely developed branches and vigorous, fibrous root systems.
- 2. Provide only sound, healthy, vigorous plants free from defects, disfiguring knots, sunscald injuries, frost cracks, abrasions of the bark, plant disease, insect eggs, borers and all other forms of infestation.
- 3. All plants shall be container grown as specified. no container grown stock will be accepted if it is root bound. all root wrapping material made of synthetics shall be removed at time of planting.
- 4. All material shall conform to the guidelines established by the american association of nurseryman.
- 5. Cracked or mushroomed rootballs are not acceptable.
- 6. Multi-trunk trees shall be measured by their overall planted height.

#### **Products:**

- 1. All manufactured products will be new.
- 2. Topsoil: a friable, loamy topsoil (or silty sand) with minimal clay clods.
- 3. Planting mix: an equal part mixture of topsoil, sand and compost.
- 4. Starter fertilizer: type and rate as per soils analysis.
- 5. Pre-emergent: any granular, non-staining pre-emergence that is labeled for the specific ornamentals or turf it will be utilized on. a pre-emergence herbicide is to be applied per the manufacturer's labeled rates.
- 6. Mulch: as specified on the planting plan.
- 7. Tree stakes: 8' long lodgepole, non-treated.

8. Tree ties: VIT or equal

#### **Tree Planting:**

- 1. Plant pits shall be excavated to a width of two times the width of the rootball, and to a depth equal to the depth of the rootball (less two inches).
- 2. Scarify the sides and bottom of the tree hole prior to the placement of the tree. remove any glazing that may have been caused during the excavation of the hole.
- 3. Install the tree so the top of the rootball is one to two inches above the surrounding grade.
- 4. Backfill the tree hole utilizing the existing topsoil from on-site. All clay, rocks and other debris shall be removed from the soil prior to the backfill. should additional soil be required to accomplish this task, import additional topsoil from off-site, add no additional cost to the owner.
- 5. The total number of tree stakes (beyond the minimum listed below) will be left to the landscape contractor's discretion. should any trees fall or lean, it will be the responsibility of the landscape contractor to straighten the tree, or replace it should it become damaged. tree staking will consists of, at a minimum:

15 gal - 24" box trees (2) stakes per tree

6. Upon completion of the planting, an earth watering basin will be constructed around the tree. the interior of the tree ring will be topdressed with a three inch layer of mulch.

#### **Shrub and Groundcover Planting:**

- 1. The landscape contractor will rototill the proposed bed locations (before adding the soil amendments). a four inch depth of the specified planting mix will then be evenly spread over the designated bed area. the planting bed will then be rototilled again, and a pre-emergent and starter fertilizer will be applied.
- 2. The planting bed will then be hand raked smooth and crowned for proper drainage.
- 3. Dig the hold twice as wide as the plant's rootball. install the plant in the hole and backfill soil around the plant.
- 4. A two inch depth of mulch will then be installed as a top dressing, covering the entire planting area.

#### Clean up:

- 1. During landscape preparation and planting, keep all pavement clean and all work areas in a neat, orderly condition.
- 2. All excavated materials will be disposed of legally off the project site.
- 3. Contractor shall power wash asphalt clean all dirt and debris as a result of planting operations. asphalt shall be cleaned to the owner's satisfaction.

#### Inspection and Acceptance:

- Upon completion of the work, provide the site clean and free of materials and suitable fro use as intended.
- When the planting work is completed, the owner will make an inspection to determine acceptability.
- 3. When the inspected planting work does not comply with the contract documents, replace the rejected work within 24 hours.

Landscape maintenance will continue until re-inspected by the owner and found to be acceptable.
Once acceptable, final acceptance will be issued, and the required maintenance period will
commence.

#### **PAYMENT**

Measurement for this item shall be made based per each plant in place. Compensation for furnish and install plant shall include furnishing and installing all trees, shrubs and groundcovers as shown on the plans. The contract price for plantings will be measured on a per each basis and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work as specified herein.

The contract price per each paid to furnish and install trees, shrubs and groundcovers shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including soil amendments, fertilizer tablets, and tree stakes, and for doing all work to furnish and install trees.

## 10-1.69 LANDSCAPE MAINTENANCE General Scope:

Landscape maintenance shall include, but not be limited to: daily site visits for watering, weeding, trimming, pruning, fertilizing, weed control, insect control, disease control, re-staking, re-setting of plants to their proper grade or their upright position, and any other means to keep the plantings healthy, free of insects and diseases, and in a continual thriving condition. Warranty period shall cover plant guarantee and replacements. The maintenance shall also apply to the irrigation system to ensure proper working order.

- 1. The maintenance period shall commence once final acceptance has been issued by the owner, and shall continue for a period of thirty (90) days.
- 2. Plant materials supplied shall be warranted to remain alive and healthy for a period of twelve (12) months after the date of final acceptance by owner. Plants in an impaired, dead or dying condition after initial acceptance or within the warranty period shall be removed and replaced immediately to the satisfaction of the owner.
- 3. The Irrigation system shall have a minimum guarantee of one year against material defects or defective workmanship.

#### **PAYMENT**

Measurement for this item shall be made based per month basis. Compensation for maintenance shall include furnishing maintenance as described in these specifications. The contract price for maintenance will be measured on a per month basis and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work as specified herein.

#### **SECTION 10-2 TRAFFIC SIGNALS AND LIGHTING**

#### 10-2.01 DESCRIPTION

This work shall include the furnishing of all labor, materials, tools and equipment to construct and complete in an efficient and workmanlike manner the installation or modification of the traffic signal system in accordance with the approved plans, these specifications, and the latest edition of the State Standard Specifications and Standard Plans.

Traffic signal construction or modification work is to be performed at the following intersection:

#### Pearson Road at Recreation Drive/Churchill Drive

The Contractor shall furnish all labor, materials and equipment necessary to complete the work as shown on the Plans, as specified in these Special Provisions of the Specifications, and in strict accordance with the conditions of the Contract. All incidental work not shown on the Plans or specified herein which is necessary to complete the work necessary to provide the system described, or shown, shall be furnished and installed as part of this contract at no additional cost to the Town. The work shall be complete and ready for service as shown on the Plans and/or specified to the satisfaction of the Town Engineer.

The Contractor is advised to inspect the site to observe actual field conditions prior to bidding the project.

#### 10-2.02 EQUIPMENT LIST, DRAWINGS, AND MAINTENANCE AND OPERATION MANUALS

Prior to the commencement of work, and within 10 days following the notice to proceed, the Contractor shall submit 3 copies in three-ring binders of a complete list of equipment and materials to be furnished, including all substitutions proposed to the Town Engineer for approval.

Shop drawings shall be submitted in a complete package. Partial submittal will not be considered.

The controller cabinet schematic wiring diagram and intersection sketch shall be combined into one drawing, so that, when the cabinet door is fully open, the drawing is oriented with the intersection.

The Contractor shall furnish in a three-ring binder a maintenance manual for all controller units, auxiliary equipment, and vehicle detector sensor units, control units and amplifiers. The maintenance manual and operation manual may be combined into one manual.

The maintenance manual shall include, but need not be limited to, the following items:

- (a) Specifications
- (b) Design characteristics
- (c) General operation theory
- (d) Function of all controls
- (e) Trouble shooting procedure (diagnostic routine)
- (f) Block circuit diagram
- (g) Geographical layout of components
- (h) Schematic diagrams
- (i) List of replaceable component parts with stock numbers

#### 10-2.03 AS-BUILT PLANS

The Contractor shall keep accurate records on a set of project blueline prints of all additions and deletions to the work, and of all changes in location, elevation and character of the work not otherwise shown or noted on contract plans. The Town will furnish three sets of full size blueline prints for As-Built plans at no cost to the Contractor.

"As-Built" construction plans shall be provided to the Town after completion of the project. two copies shall be provided with changes to the original contract work shown in red color. The Contractor shall transmit these "As-Built" plans to the Engineer for approval. Details to be shown on the "As-Built" plans shall include, but not be limited to, type and installed depth and location of conduit runs, location of pull boxes, location of foundations and changes made to any facilities.

"As-Built" plans shall be signed and dated by the Contractor or the Subcontractor that actually constructed the facility. In addition, company names of the Contractor and Subcontractors shall be shown.

Full compensation for the costs of record keeping to provide and prepare accurate "As-Built" field prints shall be considered as included in the various contract items and no separate payment will be made therefore.

#### 10-2.04 WARRANTIES, GUARANTEES, AND INSTRUCTION SHEETS

Warranties, guarantees, and instruction sheets shall conform to the provisions in Section 86-1.04, "Equipment List and Drawings." of the State Standard Specifications and these Special Provisions.

The Contractor shall be responsible for all work and materials and/or equipment installed under these Plans and Specifications.

The Contractor shall repair or replace at his expense, any defective work, material, or equipment that may become evident within one year of the date of filing of the Notice of Completion. The Contractor shall be responsible for all damage to other materials, equipment, structures, etc., caused by defects for a one-year period if the defect is due to defective material, equipment or workmanship.

If any part (or parts) is found to be defective in materials or workmanship within the one-year period, and it is determined by the Town Engineer or by an authorized manufacturer's representative that said part (or

parts) cannot be repaired on the site, the manufacturer shall provide a replacement part (or parts) of equal kind and/or type during the repair period, and shall be responsible for the removal, handling, repair or replacement, and reinstallation of the part (or parts) until such time as the traffic signal equipment is functioning as specified and as intended herein, the repair period shall in no event exceed 72 hours, including acquisition of parts.

The one-year guarantee on the repaired or replaced parts shall again commence with the date of reassembly of the system.

#### 10-2.05 INTERRUPTION OF EXISTING UTILITIES

The Contractor shall bear the cost of any utility interruption, temporary relocation, modification, or other modifications as needed to install or remove any traffic signal equipment.

#### 10-2.06 REGULATIONS AND CODE

All work and materials shall conform to the latest codes, rules and regulations of the following:

- (a) State codes and ordinances
- (b) Local City and/or County ordinances
- (c) National Electrical Code
- (d) Uniform Building Code

Nothing in these Specifications is to be construed to permit work not conforming to the above; expense for compliance with the above shall be paid for by the Contractor. Whenever the Plans and Specifications require higher standards or larger sizes than those required by the Ordinances and Statutes, the Plans and Specifications shall take priority.

The Contractor shall have Special Dispensation from the California Occupational Safety and Health Administration to conduct operations no closer than 6 feet, but within 10 feet, of a high voltage line prior to any work in these areas.

#### 10-2.07 REMOVING, REINSTALLING OR SALVAGING ELECTRICAL EQUIPMENT

Full compensation for hauling and stockpiling electrical materials shall be considered as included in the lump sum contract price paid for traffic signals and lighting work, and no additional compensation will be allowed therefore.

#### 10-2.08 SOLID-STATE TRAFFIC ACTUATED CONTROLLER

The Contractor shall furnish one Model 170E controller assembly consisting of Model 170E controller unit, one wired Model 332 cabinet and all auxiliary equipment required to control the signal indications as shown on the Plans, and as specified in these Special Provisions. The controller shall be furnished complete with all equipment conforming to the requirements in the "Traffic Signal Control Equipment Specifications," issued by the State of California. Controllers, cabinets, equipment, and all modifications thereto shall be type approved by the State of California Testing Laboratory, and shall have California State Quality Product listing. This work includes installing a battery backup system. Comply with TEES.

The controller unit shall be supplied with BI Tran System Program #200CA. One diagnostic PROM module with C1 and C2 wraparound plugs compatible with and of the same manufacture as the controller units shall also be provided. The diagnostic PROM modules and intersection programs shall be accompanied by an operation/instruction manual.

The controller cabinet layout and component locations shall conform to the requirements for Model 332 cabinet in said "Traffic Signal Control Equipment Specifications," and addendum thereto.

The controller shall have four ACIA capability. Four ACIA's shall be integral to the controller unit.

The controller memory modules shall be model 412C as described in the Caltrans specification and provide for 32K EPROM (27256), 16K RAM, and 8K zero power RAM (memory method 2, memory select 4).

All compression connectors that terminate inside controller cabinet for low voltage circuits shall be soldered.

The controller shall be supplied with a Model 400F modem with anti-streaming capability module complete with terminal block and cable to connect to controllers ACIA port. The Contractor shall install terminal block and all cabinet wiring, complete with incoming communication lines.

The cabinets shall be wired and fully equipped for traffic actuation and phasing shown on the Plans.

Batteries must have a written warranty against defects in materials and workmanship from the manufacturer prorated for a period of 60 months after installation. You must provide the Engineer with all warranty documentation before installation. Replacement batteries must be available within 5 business days after receipt of failed batteries. Replacement batteries shall be delivered to the Town Engineer.

External cabinet for the battery backup system must be capable of housing:

- 1. Sufficient batteries to provide a minimum of 4 hours of continuous signal operation.
- 2. Inverter/charger unit
- 3. Power transfer relay
- 4. Manually-operated bypass switch
- 5. Required control panels
- 6. Wiring and harnesses

Dimensions and details for the external cabinet, for attaching the external cabinet to the Model 332 cabinet, and for wiring the battery backup equipment shall be furnished to the Town Engineer for review, comment and approval prior to installation of battery backup system.

The external cabinet must be ventilated by using louvered vents, a filter, and a thermostatically controlled fan. Fan must be AC-operated from the same line output as the Model 332 cabinet. A 2-position terminal block must be provided on the fan panel along with 10 feet of connected hookup wire.

The external cabinet must include all bolts, washers, nuts, and cabinet-to-cabinet coupler fittings necessary for mounting it to the Model 332 cabinet.

External cabinet to Model 332 cabinet couplings must include a conduit for power connections between the 2 cabinets. Couplings must include:

- 1. 2-inch nylon-insulated steel chase nipple, T & B 1947 or equivalent
- 2. 2-inch sealing, steel locknut, T & B 146SL or equivalent
- 3. 2-inch nylon-insulated steel bushing, T & B 1227 or equivalent

Payment for assembling and installing battery backup system is included in the payment for Traffic Signals and Lighting and no additional payment will be allowed therefore.

The Contractor shall deliver the fully wired controller cabinet and all control components to Republic ITS for testing at least four (4) weeks prior to planned installation. The address for delivery is:

Republic ITS

Attn: Mike Gonzales 1585 Parkway Blvd.

West Sacramento, CA 95691 Phone: (916) 371-2600

The Contractor shall contact Republic ITS at least 48 hours in advance of delivery. Testing shall be performed at a cost to the Contractor. The Contractor shall include the cost of testing and delivery of cabinets and components to Republic ITS, and then to the work site in the lump sum bid for signal work.

The Contractor shall arrange to have a signal technician, qualified to work on the controller units and employed by the controller unit manufacturer or his representative, present at the time the equipment is turned on.

#### 10-2.09 CONDUIT

Conduit to be installed underground shall be the rigid steel or rigid non-metallic type unless otherwise specified. Detector termination conduits may be the rigid steel or rigid non-metallic type.

Unless specified otherwise, all underground conduits shall be PVC schedule 40. Any exposed conduits or conduit entering foundations shall be the rigid steel type.

Conduit runs shown on the plans to be located behind curbs may be installed in the street, within 3 feet of and parallel to the face of the curb, by the trenching in pavement method described in said Section 86-2.05C. All pull boxes shall be located behind the curb or at the locations shown on the plans.

The Contractor shall obtain permission from the Engineer prior to any drilling or jacking pit excavation.

Rigid metal conduit to be installed shall not be used as a drilling or jacking rod.

After conductors have been installed, the ends of conduits terminating in pull boxes and in service and controller cabinets shall be sealed with an approved type of sealing compound.

At locations where conduit is required to be installed under pavement and existing underground facilities require special precautions, conduit shall be placed by the "Trenching in Pavement Method" as specified in said Section 86-2.05C.

At other locations where conduit is required to be installed under pavement and if delay to any vehicle will not exceed 5 minutes, conduit may be installed by the "Trenching in Pavement Method."

#### **10-2.10 TESTING**

The functional test for each signal lighting system shall consist of not less than 7 days. If unsatisfactory performance of the system develops, the conditions shall be corrected and the test shall be repeated until the 7 days of continuous, satisfactory operation is obtained.

#### 10-2.11 VEHICLE SIGNAL FACES AND SIGNAL HEADS

Signal section housings shall be the metal type.

Backplates shall be louvered aluminum and shall be secured to the signal head in such a way as to prevent damage during high winds.

All signal indications shall be twelve inches (12").

All traffic signal indications shall utilize light emitting diode (LED) signal modules. Each LED signal module shall consist of an assembly that utilizes light emitting diodes as the light source in lieu of an incandescent lamp for use in traffic signal sections. The LED signal modules shall comply with the current California Department of Transportation Light Emitting Diode Specifications at the time of installation.

## 10-2.12 PEDESTRIAN SIGNAL FACES GENERAL

The purpose of these specifications is to describe minimum acceptable requirements for the Light Emitting Diode (LED) Countdown Pedestrian Signal Module.

The pedestrian signal indication of the module must be supplied with a combination message "UPRAISED HAND" and "WALKING PERSON" symbol that complies with pedestrian traffic control signal indications (PTCSI) standard for these symbols for a message-bearing surface of the size specified. Signal indications must also include numerical countdown display numbers 00 to 99. The numerical countdown display must have 2 columns of LED's and a minimum height of 7 inches. The LED countdown pedestrian signal module must display a solid Portland orange hand and lunar white person. The countdown pedestrian signal must be located adjacent to the associated "UPRAISED HAND" pedestrian signal head indication. The numerical countdown display must have 2 digital rows of LED's and a minimum height of 7 inches. The digital illuminated timer will count down the time starting with the beginning of flashing don't walk interval. The timer will go to zero at the beginning of the yellow phase, and must be dark during the walk and additional clearance intervals prior to the conflicting vehicular phase and during any other phase sequence. If the pedestrian change interval is interrupted or shortened as part of transition into pre-emption sequence, the countdown pedestrian signal display must be discontinued and go dark immediately upon activation of the pre-emption transition. The modules must use light emitting diodes as the light source as in conformance with the State ments and specifications for LED pedestrian

signal modules (combination pedestrian signal) and these specifications. Outlined shapes will not be accepted. Circuit boards and power supplies must be contained inside the modules. Circuit boards must conform to the requirements in Chapter 1, Section 6 of the Transportation Electrical Equipment Specifications (TEES).

LED countdown pedestrian signal module must conform to the following:

- 1. Manual on Uniform Traffic Control Devices (MUTCD).
- 2. Applicable provisions of the current specification of the Institute of Transportation Engineering (ITE) standard titled Vehicle Traffic Control Signal Heads, and Pedestrian Traffic Control Signal Indications (PTCSI).
- 3. Section 86 specifications for LED pedestrian signal modules.

#### **CONSTRUCTION**

The LED countdown combination pedestrian signal face module must be designed to mount behind or replace the existing face plate of existing Type A housing as specified by the requirements in the ITE Publication: Equipment and Material Standards, Chapter 3 (Pedestrian Traffic Control Signal Indications). The LED countdown pedestrian signal module must be a single, self-contained device, not requiring on-site assembly for installation into Type A housing.

The circuit board and power supply must be contained inside the module. Circuit boards must conform to Chapter 1, Section 6 of the Transportation Electrical Equipment Specifications.

The assembly and manufacturing process for the LED signal assembly must be designed to assure all internal components are adequately supported to withstand mechanical shock and vibration from high winds and other sources.

#### **MATERIALS**

Material used for the lens and signal module construction must conform to ASTM. specifications for the materials. Enclosures containing either the power supply or electronic components of the signal module must be made of UL94VO flame retardant materials. The lens of the signal module is excluded from this requirement.

#### **MODULE IDENTIFICATION**

Each module must have the manufacturer's name, trademark, model number, serial number, date of manufacture (month-year), and lot number as identification permanently marked on the back of the module.

The following operating characteristics must be permanently marked on the back of the module: rated voltage and rated power in Watts and Volt-ampere.

Each module must have prominent and permanent marking(s) for correct indexing and orientation within a signal housing. The markings must consist of an up arrow, or the word "UP" or "TOP".

#### **ELECTRICAL**

Maximum power consumption requirements for the modules are as follows:

Power Consumption in Watts								
Hand		Walking Person		Count-Down Display				
25°C	74°C	25°C	74°C	25°C	74°C			
10	12	9	12	6	8			

LED countdown pedestrian signal modules will have Environmental Protection Agency (EPA) Energy Star compliance ratings.

The modules must operate at frequency of 60 Hz ±3 Hz over a voltage range from 95 V(ac) to 135 V(ac). The fluctuations of line voltage must have no visible effect on the luminous intensity of the indications.

Operating voltage of the modules must be 120 V(ac). All parameters must be measured at this voltage.

The LED countdown pedestrian signal module mu

a power factor of 0.90 or greater.

Total harmonic distortion (current and voltage) induced into an AC power line by a LED signal module must not exceed 20 percent.

The countdown pedestrian signal module on-board circuitry must include voltage surge protection to withstand high-repetition noise transients as stated in Section 2.1.6 of NEMA Standard TS-2, 1992.

The LED circuitry must prevent perceptible flicker to the unaided eye over the voltage range specified above.

All wiring and terminal blocks must meet the requirements of Section 13.02 of ITE Publication: Equipment and Material Standards, Chapter 2 (Vehicle Traffic Control Signal Heads).

The modules must be operationally compatible with currently used controller assemblies (solid state load switches, flashers, and conflict monitors). Refer to TEES Chapters 3 and 6 for specifications on these devices.

When an AC current of 20 mA (or less) is applied to the unit, the voltage read across the two leads must be 15 V(ac) or less.

The modules and associated on-board circuitry must meet Class A emission limits referred in Federal Communications Commission (FCC) Title 47, Subpart B, Section 15 regulations concerning the emission of electronic noise.

The LEDs must be wired in series parallel strings. The failure of any one LED, and its associated string of LEDs, must not cause the loss of more than 5 percent of the light output of the complete LED module.

Transient voltage suppression/protection must be provided internal to the LED module to minimize the possibility of damage due to extreme over voltage.

The LED countdown combination pedestrian signal module must be operationally compatible with current 170/2070 type controllers.

The LED module must be supplied with three conductors 3.3 feet in length for each connection to the terminal board of the traffic signal indication. Each conductor must be 600 Volt, stranded No. 20 AWG minimum copper wire, rated for service at +105°C, capable of withstanding all adverse effects of moisture, corrosive atmosphere and temperatures associated with the operation of the signal head. Spade lugs must be on the ends of each conductor.

The LED module must be capable of automatically setting the countdown timer by summing flashing don't walk time received from the controller and the load switches.

The height of each symbol on the module must be not less than 10 inches and the width of each symbol on the module must not be less than 6.5 inches.

#### **ENVIRONMENTAL REQUIREMENTS**

LEDs must utilize appropriate technology to achieve the required color and must be the ultra bright type rated for 100,000 hours of continuous operation from –40°C to +74°C

AllnGaP (Aluminum Indium Gallium Phosphorus), Portland Orange (amber hand and countdown numbers) LEDs must be utilized. The substrate material may be transparent. The lunar white LEDs (walking person) must be InGaN (Indium Gallium Nitride) UV Stabilized polycarbonate outer shell. The LED pedestrian countdown signal modules, when properly installed with gasket, must be protected against dust and moisture intrusion per requirements of NEMA Standard 250-1991, sections 4.7.2.1 and 4.7.3.2, for Type 4 enclosures to protect all internal LED, electronic, and electrical components.

#### **LUMINOUS INSTENSITY**

Pedestrian countdown LED signal modules must be designed to operate over the specified ambient temperature and voltage range, attract the attention of, and be readable by, a viewer (both day and night) at all distances from 9.8 feet to the full width of the

The luminous intensity of the LED pedestrian countdown signal module must not vary more than ±10 percent for voltage range of 95 V(ac) to 135 V(ac).

#### PHOTOMETRIC REQUIREMENTS

Each module must provide an average luminous intensity of at least 348 candela/ft² for "Hand", 492 candela/ft² for "Walking Person" symbol. The "Countdown" symbol should be 2-rowed LED's. All symbols must maintain its intensity throughout the useful life over the operating temperature range.

The uniformity ratio of an illuminated symbol must not exceed 4 to 1, between the highest luminance area and the lowest luminance area in the module.

The color output of the module must conform to the requirements of Section 5.3 in the ITE Publication: Equipment and Material Standards, Chapter 3 (Pedestrian Traffic Control Signal Indications):

- 1. "Hand" must be Portland orange not greater than 0.390, nor less than 0.331, nor less than 0.997 x
- 2. "Walking person" must be lunar white. X: not less than 0.280, nor greater than 0.320. Y: not less than 1.055x 0.0128, nor greater than 1.055x 0.0072
- 3. "Countdown" display must be Portland orange

#### **FUNCTIONS**

#### **Basic Operation**

The control and regulation module must be of the "smart" type in order for the countdown displays to be automatically adjusted with the programmed intervals of the traffic controller.

#### **Operating Mode**

Clearance Cycle Countdown Mode- The display of the number of remaining seconds must begin only at the beginning of the pedestrian change interval. The module will start counting when the flashing clearance signal turns on and will countdown to "0" and turn off when the steady "Don't Walk" signal turns on.

#### **INSTRUCTION AND GUARANTEES**

Upon request, one schematic wiring diagram and installation manual must be provided with each LED countdown pedestrian signal module.

No changes or substitutions in these requirements will be accepted unless authorized in writing.

LED countdown pedestrian signal module must be replaced if it fails to function as intended due to workmanship material defects within the first 60 months from the date of installation.

The Contractor must present the device to the "Material Engineering and Testing Services Branch - Electrical Testing Services Branch" for testing, all LED module to be supplied in compliance with these specifications for test before acceptance. After completion of the test the Contractor must ship the LED modules and a list of all LED module serial numbers intended for this job, at the Contractor's expense, to the Transportation Laboratory for testing. Delays resulting from submittal of non-compliant materials must not relieve the Contractor from executing the contract within the allotted time. In the event of LED module failures and when re-testing is required, the Contractor must be responsible for providing new LED modules and allowing a minimum of 30 days to retest them. The Contractor must pay all shipping and handling costs related to re-testing. Delay generated due to re-submittal and re-testing must be the responsibility of the Contractor and no extra time will be granted to the Contractor.

LED pedestrian signal modules must be manufactured in conformance with a vendor quality assurance (QA) program. The QA program must include design and production. Production quality assurance must include statistically controlled routine tests to ensure minimum performance levels of LED pedestrian signal modules built to meet these specifications.

The manufacturer must have a documented problem resolutions process. Documentation of the QA process test results and problem resolution records must be kept on file for a minimum period of five years.

LED pedestrian signal module components and subassemblies, that may affect reliability or performance, must be traceable to the original manufacturers.

#### PRODUCTION QUALITY ASSURANCE TESTING

Production quality assurance testing must be performed on each LED pedestrian signal module. Failure to conform to the requirements of a production quality test must be cause for rejection. The manufacturer must retain test results for five years for warranty purposes.

Specified parameters may be measured and used for quality comparison of production modules (rated power, etc.).

LED pedestrian signal modules must be tested for specified initial intensity after burn-in. The burn-in period must consist of signal modules being energized at rated voltage for a 30 minutes stabilization period before the measurements are made. A single point measurement with a correlation to the minimum initial luminous intensity requirements in "Photometric Requirements" of these special provisions for circular modules may be used. The ambient temperature for this measurement must be +25°C.

LED pedestrian signal modules must be tested for luminous intensity requirements in "Photometric Requirements" of these special provisions.

LED pedestrian signal modules must be tested for required power factor after burn-in.

LED pedestrian signal modules must be tested by measuring current flow in amperes after burn-in. The measured current values must be compared against current values resulting from design qualification measurements. The current flow must not exceed the specified value. The measured ampere values with rated voltage must be recorded as volt-ampere on the product labels.

LED countdown pedestrian signal modules will be visually inspected for exterior physical damage or assembly anomalies. The surface of the lens must be free of scratches, abrasions, cracks, chips, discoloration, or other defects. Defects will be cause for rejection.

#### CERTIFICATE OF COMPLIANCE

The Contractor must provide the Engineer a Certificate of Compliance from the manufacturer, in conformance with the provisions of Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The certificate must certify that the LED pedestrian signal modules comply with the requirements of these specifications. The certificate must also include a copy of applicable test reports on the pedestrian signal modules.

#### **QUALITY ASSURANCE TESTING**

LED pedestrian signal modules must be tested in conformance with California Test 610 bulk. Optical testing will be performed with the module mounted in Type A housing. All parameters of the specification may be tested.

#### **WARRANTY**

The manufacturer must provide a written warranty against defects in materials and workmanship for the LED pedestrian signal modules for a period of 60 months after installation of the LED pedestrian signal modules. Replacement LED pedestrian signal modules must be provided within 5 days after receipt of the failed pedestrian signal modules at no cost to the State. All warranty documentation must be given to the Engineer prior to installation. Replacement LED pedestrian signal modules must be delivered to Caltrans Maintenance Electrical Shop at 320 East 12th Street, Marysville, California 95901.

#### **PAYMENT**

Full compensation for light emitting diode countdown pedestrian signal module shall be considered as included in the contract lump sum price paid for signal and lighting, and no separate payment will be made therefor.

#### 10-2.13 PEDESTRIAN PUSH BUTTONS

Pedestrian push buttons shall be Type B and conform to Section 86-5.02 of the Standard Specifications.

The Contractor shall furnish one (1) tool used to i 193 d remove the tamper-proof fastening devices.

#### **10-2.14 DETECTORS**

Loop wire shall be Type 2.

Detector loops shall be six feet (6') by six feet (6') in size unless otherwise noted on the Plans.

Unless shown otherwise, each loop shall consist of three turns of loop conductor.

Conductor of each loop shall be run continuous, without splice, to the termination pull box where splice to detector lead-in cable is made. Conductors from loop to termination pull box shall be twisted together three (3) turns per foot, before inserting in the saw cut slot and conduit.

Each loop shall be installed with the conductor wound in a clockwise rotation. Each individual conductor shall be banded "Start" and "End" in the termination pull box.

Each pair of loop conductors shall be identified and banded together in pairs, by lane, in the termination pull box. A minimum of five feet (5') of loop conductors shall be provided, after splicing, in a termination pull box.

All banding shall be of the permanent, waterproof type.

Upon completion of the loop, and prior to connecting the loop to the lead-in cable, each loop shall be megohm tested and tested for continuity in the presence of the Town Engineer. The insulation resistance of the loop conductors, lead-in cables, and splices shall not be less than 100 megohms. Tabulated results of all testing shall be provided to the Town Engineer.

Final loop connections shall be made such that each loop section is wound in the opposite rotation to an adjacent loop, whether such loop is in the same lane or in the adjacent lane.

The loops shall be joined in combination of series-parallel so that optimum sensitivity is obtained at the detector sensor unit, and shall be in accordance with the detector unit manufacturer's recommendation regarding series-parallel combinations.

Final splices between loops and lead-in cable shall not be made until the operation of the loops under actual traffic conditions is approved by the Town Engineer.

Loop detector lead-in cable shall be Type B. Splices to lead-in cable shall be soldered, insulated and installed in a heat-shrink tubing, or approved equal.

Each loop detector lead-in cable shall be identified and banded in each pull box and in the controller cabinet.

Detectors shall be Indicator Controls Corporation Series 3DLD with built-in loop diagnostics, transmission programs and serial port interface, or approved equal. Detectors shall have automatic reset capability and shall not require manual resetting upon opening and closing of loop circuit.

The sealant for filling slots shall be an ELASTOMERIC SEALANT, and shall conform to State Standard Specification 86-5.01A(3) (a).

#### 10-2.15 CONDUCTORS AND WIRING

Splices shall be insulated by "Method B", except detector lead-in cables.

Conductors shall be identified by phase with permanent labels in the controller cabinet and at terminal pull boxes.

Multiple lighting conductors, signal light grounded conductors, and bonding conductors only, may be spliced.

"C" shaped compression connectors shall be used.

Insulation shall be THW rated, and shall comply with Section 86-2.08B and 86-2.08C of the State Standard Specifications.

#### 10-2.16 BONDING AND GROUNDING

Grounding jumper shall be attached by a 3/16 inch or larger brass bolt in the signal standard or controller pedestal and shall be run to the conduit, ground rod or bonding wire in adjacent pull box.

Grounding jumper shall be visible after cap has been poured on foundation.

Green Wire #6 (cabinet ground) shall have a separate ground rod in pull box nearest to cabinet, with no other wire attached.

#### 10-2.17 PULL BOXES AND HANDHOLES

Pull boxes shall be pre-cast reinforced concrete with "Traffic Signal" stamped on lids. Handholes shall be raised to finished AC grade.

The bottoms of pull boxes shall be grouted. Contractor's attention is directed to Section 86-2.06C of the State Standard Specifications.

Pull boxes shall be State #5 minimum. Larger sizes shall be installed where required by the National Electrical Code or where shown on the Plans.

#### 10-2.18 **TESTING**

The Contractor shall make the signals fully operational including entering initial timing settings in the controller and peripheral equipment.

The Contractor shall have present, a qualified field technician, who shall be qualified to perform testing and servicing on all systems of the installation.

Prior to scheduled turn on, the field technician shall perform all testing assignments. This testing shall include measurement of each loop installation utilizing a field loop tester/analyzer. Based on the measurement of each loop, the final loop configuration shall be established in such manner as to generate a unique frequency for each adjacent loop system, (detector channel). This unique frequency shall be set such that in the natural state and in the detect state, the frequency does not enter the frequency range of any adjacent loop system. In addition to the frequency setting and adjustments, the loop configuration shall be such that peak tuning characteristics shall be maximized.

The Contractor shall provide the Town Engineer with the detector test report as provided. This report shall include each detector as labeled on the drawing, and shall show the final loop configuration, the natural state frequency, the detect frequency, and the calculated reference value of each loop system.

The Contractor shall flash test all circuits of each signal phase and both circuits of each pedestrian phase to confirm that the signal is wired properly before the signal is energized.

#### 10-2.19 MAST ARM MOUNTED SIGNS

Street name sign panels shall be diamond grade with green reflectorized sheeting and white border (Caltrans Type G7-1). Letters shall be white high-intensity reflectorized Series C, with eight-inch upper case and six-inch lower case. Message and sheeting shall be on both sides of each panel unless otherwise specified. Message shall be per plans.

Sign mounting hardware shall be as shown on detail "U" of Standard Plan ES-7N.

Full compensation for furnishing and installing mast arm mounted signs shall be considered as included in the contract lump sum price paid for signal and lighting and no additional compensation will be allowed therefore.

#### 10-2.20 **SERVICE**

The Contractor shall include in his bid any and all costs due to service installation. The Contractor shall coordinate with PG&E for service connection.

Service shall be type III AF service equipment cabinet and shall meet the requirements of the serving utility. The service cabinet shall bear a UL508 industrial control panel label for service entrance equipment.

#### Cabinet Fabrication:

- 1. Maximum width 12", maximum height 63", maximum depth 9". Minimum opening to control section 8.25" x 39.25".
- 2. Cabinet shall be fabricated from anodized aluminum.
- 3. There shall be no exposed nuts, bolts, screws, rivets, or other fasteners on the exterior.
- 4. Cabinet shall have an enclosed swept pull section with removable step.
- Cabinet door shall have 2,000 lb. stress rated stainless steel hasp, welded to the cabinet and door.

#### **Deadfront Safety Door:**

- 1. Distribution and control panel shall have separate hinged deadfront panels width 1/4 turn latch and knurled knobs.
- 2. Breaker compartment shall be safety barriered from the control compartment.
- 3. Removable backpanel shall be mounted on 4 welded 1/4" studs.
- 4. Power Distribution Panel:
- All circuit breakers shall be installed in a vertical position, handle up for "On", handle down for "Off"
- 6. Circuit breaker shall be mounted on industrial grade, Westinghouse Quicklag C.
- 7. There shall be no plug-in circuit breakers.
- 8. All busing shall be U.L approved copper THHN cable bussing, fully rated 125 Amps.

#### **Control Compartment:**

- 1. There shall be a minimum of 25" from base to circuit breakers.
- 2. The cabinet shall be completely prewired in the factory.
- 3. Nameplates and Drawings:
- 4. The function of all circuit breakers, switches and other components as required shall be identified by laminated engraved plastic nameplates with minimum 1/4" letters fastened with minimum of two 1/4", #4-40 machine screws.

#### **10-2.21 PAYMENT**

The contract lump sum price for traffic signals and lighting shall be paid for in the same manner as specified in Section 86-8, "Payment", of the State Standard Specifications, and as amended herein.

The contract lump sum price paid for traffic signals and lighting shall include lighting at intersections in connection with signals only.

Full compensation for furnishing and installing roadside signs shown on the plans to be mounted on traffic signals shall be considered as included in the contract lump sum price paid for traffic signals and lighting and no additional compensation will be allowed therefore.

#### **SECTION 11. (BLANK)**

#### **SECTION 12. WORK ZONE SAFETY AND MOBILITY**

#### 12-1.01 TRAFFIC CONTROL AND PUBLIC SAFETY

Attention is directed to Section 7-1.08 (Public Convenience) and 7-1.09 (Public Safety), of the State Standard Specifications.

In addition to the existing warning and direction signs, the Contractor shall erect, within or adjacent to the limits of the work, such supplemental warning and directional signs as required to maintain safe job site conditions.

In addition, Contractor shall maintain traffic control and public safety as follows:

1. Traffic delays shall not exceed ten (10) mind duration.

- 2. All paving shall be done at night on all three (3) roadways. Contractor may request approval to perform minor paving shoulder work during daylight hours with the submittal of a traffic plan approved by the Engineer. No street shall be closed to traffic before 8:00 a.m., or after 5:00 p.m., unless otherwise approved by the Engineer. Local residents shall have access to driveways during this same time period and the Contractor shall coordinate with local residents and businesses for the closing of driveways during working hours. All night paving work will initiate after 7:00 P.M. and be completed by 6:00 A.M. the following day, to allow for commute traffic.
- 3. Emergency vehicles shall be permitted to pass through work area without delay at all time.
- 4. All street and lane closures, flagging arrangements, detours and traffic signs, including special signs, must be submitted in writing, for approval by the Engineer at least five (5) working days prior to each closure.
- 5. At the end of the day's work and when construction operations are suspended, all equipment and other obstructions shall be removed from the roadway.
- 6. Contractor shall assume full responsibility for clearing the streets of parked vehicles or other obstructions located within the area of work.
- 7. Contractor shall notify all residents and businesses adjoining the construction area by placement of notices on barricade at 500 foot intervals at least 48 hours in advance of the start of construction. Notice is to contain the Contractors name, address and phone number, date of construction, work to be done, proposed date of completion and who to contact in case of emergency. A copy of said notice is to be delivered to the Engineer prior to the start of construction. Refer to "Notification of Businesses", "Notification of Agencies" and "Advance Notification to the Public" located elsewhere in these Special Provisions.
- 8. The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 3:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress.
- 9. Designated legal holidays are: January 1, Martin Luther King Jr.'s birthday, February 12, the third Monday in February, Caesar Chavez Day, the last Monday in May, July 4, the first Monday in September, Columbus Day, November 11, Thanksgiving Day and the day after, and December 25. When a designated legal holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday shall be designated the legal holiday.
- 10. When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.
- 11. During Contractor working hours a minimum of one (1) traffic lane in each direction, not less than twelve feet (12') wide, shall be open for public use. During non-working hours all traveled lanes, on all roadways, shall remain open. Whenever vehicles or equipment are parked on the pavement or on the shoulder, within 6 feet of a travel lane, the parking area shall be delineated with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment or along the closed portion of the pavement or shoulder at 25-foot intervals to a point approximately twenty-five feet (25') past the last piece of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead), as appropriate, shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.
- 12. Whenever the Contractor's operations obliterate pavement delineation (lane lines either pavement markers or painted lane lines or both), such pavement delineation shall be replaced by either permanent or temporary delineation before opening the traveled way to the traffic. Temporary delineation shall consist of reflective traffic line tape applied in pieces not less than 4 inches long nor less than 4 inches wide spaced no more than 12 feet apart on curves nor more than 24 feet apart on tangents. Reflective traffic line tape shall be applied in accordance with the manufacturer's instructions. Temporary delineation shall be the same color as the permanent delineation. Full compensation for temporary delineation shall be considered as included in the contract price paid for traffic control system and no separate payment will be made therefore.
- 13. Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to the public.
- 14. The Contractor shall ensure and guarantee that any traffic control devices removed or damaged by his operation are reinstalled and in good repair before leaving the work site.
- 15. The Contractor shall supply at its own expense all flagmen, detour signs, barricades and all other traffic control devices and personnel in compliance with the provisions of Section 7-1.08, Section 7-1.09 and Section 12 of the State Standard Specifications, and as ordered by the Engineer, necessary to provide a satisfactory level of safety and a minimum of inconvenience to the general public.

- 16. The Contractor shall provide the Engineer with a Traffic Control Plan for each separate element of work five (5) working days prior to starting work. The Engineer retains the right to modify the plan as he may determine necessary.
- 17. The Contractor or his representative and all subcontractors shall have a copy of the approved Traffic Control Plan pertinent to the work in progress at all times. Failure to adhere to the Traffic Control Plan shall be grounds for the Town of Paradise to require the Contractor to stop the work until traffic control is in compliance with the approved Traffic Control Plan.
- 18. Whenever a traffic lane is to be closed to public traffic, the Contractor shall install a traffic control system in accordance with the current "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES Warning Signs, Lights, and Devices for Use in Performance of Work Upon Highways."
- 19. During Contractor non-working hours all traveled lanes shall remain open.
- 20. The Contractor shall keep current and notify the local Police and Fire Departments of his construction operation and traffic control changes three (3) days before work is to begin or traffic changes are made. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements in keeping the work area clear of parked vehicles.
- 21. No detours will be allowed without prior approval of the Engineer.
- 22. Contractor shall maintain all-weather access to all residences and businesses at all times. If a parcel has two driveways, a minimum of one driveway must be open at all times. All businesses are to stay open and operating during the construction.

#### **PAYMENT**

Measurement for this item shall be on a per each basis. Compensation for furnishing a traffic control plan and traffic control system in accordance with the MUTCD, latest edition, and the Work Area Traffic Control Handbook, including flagging, signing, delineation, and all activities required to control and maintain the control of traffic through the job site during all times during the execution of this contract as shown on the plans, and as required in these specifications. The contract per each price paid to furnish and maintain traffic control system and traffic controls shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, including Construction Area Signs, and for doing all work to prepare the traffic control plan and furnish and maintain traffic controls as specified herein.

Full compensation for furnishing, installing and removing signs and sign covers, the cost of accommodating public traffic prior to commencing operations, the cost of furnishing pilot cars, drivers and flagmen, the cost of furnishing, installing and maintaining signs, lights, flares, barricades and other facilities for the safety, sole convenience and direction of public traffic through and around work area, shall be considered as included in the per each price bid for traffic control system, and no additional compensation shall be allowed.

#### 12-1.02 ADVANCE NOTIFICATION TO THE PUBLIC

The Contractor shall provide two (2) changeable message boards (CMB) that will provide the public a minimum of seven (7) days advance notification of the proposed road work. The sign placement and message shall be approved by the Engineer and included in the Traffic Control Plan.

#### **PAYMENT**

Full compensation for conforming to the requirements of these provisions shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

**SECTION 13. (BLANK)** 

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

#### **ATTACHMENTS**

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

#### I. GENERAL

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

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

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

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

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

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <a href="Form FHWA-1391">Form FHWA-1391</a>. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### **III. NONSEGREGATED FACILITIES**

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

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

#### 1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### 2. Withholding

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

#### 3. Payrolls and basic records

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

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency...
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
  - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the

contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

#### **VII. SAFETY: ACCIDENT PREVENTION**

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

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

#### 1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180 and 1200. "First Tier Covered
  Transactions" refers to any covered transaction between a
  grantee or subgrantee of Federal funds and a participant (such
  as the prime or general contract). "Lower Tier Covered
  Transactions" refers to any covered transaction under a First
  Tier Covered Transaction (such as subcontracts). "First Tier
  Participant" refers to the participant who has entered into a
  covered transaction with a grantee or subgrantee of Federal
  funds (such as the prime or general contractor). "Lower Tier
  Participant" refers any participant who has entered into a
  covered transaction with a First Tier Participant or other Lower
  Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### 2. Instructions for Certification - Lower Tier Participants:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180 and 1200. You may contact the person to
  which this proposal is submitted for assistance in obtaining a
  copy of those regulations. "First Tier Covered Transactions"
  refers to any covered transaction between a grantee or
  subgrantee of Federal funds and a participant (such as the
  prime or general contract). "Lower Tier Covered Transactions"
  refers to any covered transaction under a First Tier Covered
  Transaction (such as subcontracts). "First Tier Participant"
  refers to the participant who has entered into a covered
  transaction with a grantee or subgrantee of Federal funds
  (such as the prime or general contractor). "Lower Tier
  Participant" refers any participant who has entered into a
  covered transaction with a First Tier Participant or other Lower
  Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \*

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

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

## XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.



# ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



#### Female and Minority Goals

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

The nationwide goal for female utilization is 6.9 percent.

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

**Minority Utilization Goals** 

	Minority Utilization Goals	
	Economic Area	Goal
		(Percent)
174	Redding CA:	
	Non-SMSA Counties:	6.8
	CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehema	
175	Eureka, CA	
	Non-SMSA Counties:	6.6
	CA Del Norte; CA Humboldt; CA Trinity	
176	San Francisco-Oakland-San Jose, CA:	
	SMSA Counties:	
	7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey	
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	
	CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA	
	CA Santa Cruz	14.9
	7500 Santa Rosa	
	CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA	
	CA Napa; CA Solano	17.1
	Non-SMSA Counties:	
	CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA:	
	SMSA Counties:	
	6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo	
	Non-SMSA Counties	14.3
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA	
	Yuba	
178	Stockton-Modesto, CA:	
-, -	SMSA Counties:	
	5170 Modesto, CA	12.3
	CA Stanislaus	
	8120 Stockton, CA	24.3
	CA San Joaquin	
	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne	
179	Fresno-Bakersfield, CA	
117	SMSA Counties:	
	0680 Bakersfield, CA	19.1
	CA Kern	17.1
	2840 Fresno, CA	26.1
	CA Fresno	20.1
	Non-SMSA Counties:	23.6
	Non-Swish Countries.	23.0

	CA Kings; CA Madera; CA Tulare		
180	Los Angeles, CA:		
	SMSA Counties:		
	0360 Anaheim-Santa Ana-Garden Grove, CA		
	CA Orange		
	4480 Los Angeles-Long Beach, CA		
	CA Los Angeles		
	6000 Oxnard-Simi Valley-Ventura, CA	21.5	
	CA Ventura		
	6780 Riverside-San Bernardino-Ontario, CA	19.0	
	CA Riverside; CA San Bernardino	40 -	
	7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7	
	CA Santa Barbara	24.5	
	Non-SMSA Counties	24.6	
101	CA Inyo; CA Mono; CA San Luis Obispo		
181	San Diego, CA:		
	SMSA Counties		
	7320 San Diego, CA	16.9	
	CA San Diego	10.2	
	Non-SMSA Counties	18.2	
	CA Imperial		

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

#### Training

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

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

You have primary responsibility for meeting this training requirement.

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

Include these training requirements in your subcontract.

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

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

Before starting work, submit to the City/County of \_\_\_\_\_:

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

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

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

Do not employ as an apprentice or trainee an employee:

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

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions. In your training program, establish the minimum length and training type for each classification. The City/County of \_\_\_\_\_ and FHWA approves a program if one of the following is met:

#### 1. It is calculated to:

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

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

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

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

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

#### Each apprentice or trainee must:

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

#### Furnish the apprentice or trainee:

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

Maintain records and submit reports documenting your performance under this section.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

# REVISED STANDARD SPECIFICATIONS PUBLISHED ON 06-20-12

Revised standard specifications are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*. A date under a main-section heading is the date of the latest revision to the section.

Each revision to the *Standard Specifications* begins with a revision clause that describes a revision to the *Standard Specifications* or introduces a revision to the *Standard Specifications*. For a revision clause that describes a revision, the date on the right above the clause is the publication date of the revision. For a revision clause that introduces a revision, the date on the right above a revised term, phrase, clause, paragraph, or section is the publication date of the revised term, phrase, clause, paragraph or section. For a multiple-paragraph or multiple-section revision, the date on the right above a paragraph or section is the publication date of the paragraphs or sections that follow.

Any paragraph added by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

# DIVISION I GENERAL PROVISIONS 1 GENERAL

06-20-12

Replace "current" in the 2nd paragraph of section 1-1.05 with:

04-20-12

most recent

#### Add to the 4th paragraph of section 1-1.05:

04-20-12

Any reference directly to a revised standard specification section is for convenience only. Lack of a direct reference to a revised standard specification section does not indicate a revised standard specification for the section does not exist.

06-20-12

Delete the abbreviation and its meaning for *UDBE* in the 1st table of section 1-1.06.

#### Add to section 1-1.07B:

06-20-12

Disadvantaged Business Enterprise: Disadvantaged Business Enterprise as defined in 49 CFR 26.5.

Replace "PO BOX 911" in the District 3 mailing address in the table in section 1-1.08 with:

04-20-12

703 B ST

#### Add to the table in section 1-1.11:

		01-20-12	
Office Engineer–All Projects Currently Advertised	http://www.dot.c a.gov/hq/esc/oe/ weekly_ads/all_ advertised.php	 	

\*

#### 2 BIDDING

06-20-12

#### Replace the 3rd paragraph of section 2-1.06B with:

01-20-12

If an Information Handout or cross sections are available:

- You may view them at the Contract Plans and Special Provisions link at the Office Engineer–All Projects Currently Advertised Web site
- 2. For an informal-bid contract, you may obtain them at the Bidders' Exchange street address

01-20-12

Add a paragraph break between the 1st and 2nd sentences of the 5th paragraph of section 2-1.06B.

Add between "and" and "are" in item 2 in the list in the 7th paragraph of section 2-1.06B:

04-20-12

they

06-20-12

Delete "Underutilized" in "Underutilized Disadvantabed Business Enterprises" in the heading of section 2-1.12B.

06-20-12

Delete U in UDBE at each occurrence in section 2-1.12B.

Replace the 2nd paragraph of section 2-1.12B(1) with:

06-20-12

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Department shows a goal for DBEs.

06-20-12

Delete the 3rd paragraph of section 2-1.12B(1):

Replace the 7th paragraph of section 2-1.12B(1) with:

06-20-12

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

# Replace "offered" at the end of the 2nd sentence of item 7 in the list of 2nd paragraph of section 2-1.12B(3) with:

provided 06-20-12

01-20-12

Delete the 2nd paragraph of section 2-1.33A.

# Replace the 3rd paragraph of section 2-1.33A with:

01-20-12

Except for each subcontracted bid item number and corresponding percentage and proof of each required SSPC QP certification, do not fax submittals.

#### Add to section 2-1.33C:

01-20-12

On the Subcontractor List you may either submit each subcontracted bid item number and corresponding percentage with your bid or fax these numbers and percentages to (916) 227-6282 within 24 hours after bid opening. Failure to do so results in a nonresponsive bid.

# Replace the paragraph in section 2-1.35 with:

01-20-12

Submit proof of each required SSPC QP certification with your bid or fax it to (916) 227-6282 no later than 4:00 p.m. on the 2nd business day after bid opening. Failure to do so results in a nonresponsive bid.

^^^^^^

# 5 CONTROL OF WORK

06-20-12

Replace the 1st and 2nd sentences in the 7th paragraph of section 5-1.13B(1) with:

06-20-12

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date.

Replace "90" in the last sentence of the 7th paragraph of section 5-1.13B(1) with:

06-20-12

30

Replace "Underutilized" in "Underutilized Disadvantabed Business Enterprises" in the heading of section 5-1.13B(2) with:

06-20-12

Performance of

#### Delete *U* in *UDBE* at each occurrence in section 5-1.13B(2).

# Replace the 3rd paragraph of section 5-1.13B(2) with:

06-20-12

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

# Replace item 6 in the list in the 4th paragraph of section 5-1.13B(2) with:

06-20-12

6. Listed DBE is ineligible to work on the project because of suspension or debarment.

### Add to the list in the 4th paragraph of section 5-1.13B(2):

06-20-12

- 8. Listed DBE voluntarily withdraws with written notice from the Contract.
- 9. Listed DBE is ineligible to receive credit for the type of work required.
- Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
- 11. Department determines other documented good cause.

# Add between the 4th and 5th paragraphs of section 5-1.13B(2):

06-20-12

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

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

^^^^^^^

# 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

09-16-11

Replace "20 days" in the 14th paragraph of section 7-1.04 with:

09-16-11

25 days

Replace "90 days" in the 14th paragraph of section 7-1.04 with:

09-16-11

125 days

#### Add between the 18th and 19th paragraphs of section 7-1.04:

09-16-11

Temporary facilities that could be a hazard to public safety if improperly designed must comply with design requirements described in the Contract for those facilities or, if none are described, with standard design criteria or codes appropriate for the facility involved. Submit shop drawings and design calculations for the temporary facilities and show the standard design criteria or codes used. Shop drawings and supplemental calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State.

^^^^^

#### 8 PROSECUTION AND PROGRESS

04-20-12

Delete the 4th paragraph of section 8-1.02C(1).

04-20-12

# Replace the 1st paragraph of section 8-1.02C(3)(a) with:

Submit a description of your proposed schedule software for authorization.

04-20-12

Delete the last paragraph of section 8-1.02C(3)(a).

04-20-12

Delete section 8-1.02C(3)(b).

04-20-12

04-20-12

Delete the 3rd paragraph of section 8-1.02C(5).

Replace "8-1.02D(1)" in the 2nd paragraph of section 8-1.02D(1) with:

8-1.02C(1)

01-20-12

04-20-12

Delete items 1.3 and 1.4 in the list in the 1st paragraph of section 8-1.02D(10).

Replace "8-1.08B and 8-1.08C" in the 1st paragraph of section 8-1.10A with:

08-05-11

8-1.10B and 8-1.10C

^^^^^

# 9 PAYMENT

04-20-12

Delete ", Huntington Beach," in the 3rd paragraph of section 9-1.07A.

Replace the formula in section 9-1.07B(2) with:

04-20-12

04-20-12

 $Qh = HMATT \times Xa$ 

Replace "weight of dry aggregate" in the definition of the variable Xa in section 9-1.07B(2) with:

04-20-12

total weight of HMA

Replace the formula in section 9-1.07B(3) with:

04-20-12

 $Qrh = RHMATT \times 0.80 \times Xarb$ 

Replace "weight of dry aggregate" in the definition of the variable Xarb in section 9-1.07B(3) with:

04-20-12

total weight of rubberized HMA

Replace the heading of section 9-1.07B(4) with:

04-20-12

Hot Mix Asphalt with Modified Asphalt Binder

Add between "in" and "modified" in the introductory clause of section 9-1.07B(4):

04-20-12

HMA with

Replace the formula in section 9-1.07B(4) with:

04-20-12

 $Qmh = MHMATT \times [(100 - Xam) / 100] \times Xmab$ 

Replace "weight of dry aggregate" in the definition of the variable Xmab in section 9-1.07B(4) with:

04-20-12

total weight of HMA

Replace the formula in section 9-1.07B(5) with:

04-20-12

Qrap = HMATT x Xaa

Replace "weight of dry aggregate" in the definitions of the variables *Xaa* and *Xta* in section 9-1.07B(5) with:

total weight of HMA

#### Add after the variable definitions in section 9-1.07B(9):

04-20-12

The quantity of extender oil is included in the quantity of asphalt.

^^^^^

# DIVISION II GENERAL CONSTRUCTION 10 GENERAL

01-20-12

Replace "Reserved" in section 10-1 with:

01-20-12

10-1.01 GENERAL

Reserved

#### 10-1.02 WORK SEQUENCING

Before obliterating any traffic stripes, pavement markings, and pavement markers to be replaced at the same location, reference the stripes, markings, and markers. Include limits and transitions with control points to reestablish the new stripes, markings, and markers.

### 10-1.03 TIME CONSTRAINTS

Reserved

10-1.04-10-1.10 RESERVED

^^^^^

#### 12 TEMPORARY TRAFFIC CONTROL

09-16-11

Replace section 12-7 with:

09-16-11

12-7 RESERVED

^^^^^^

#### 13 WATER POLLUTION CONTROL

04-20-12

Add to section 13-1.01A:

01-20-12

Comply with the Department's general permit issued by the State Water Resources Control Board for Order No. 99-06-DWQ, NPDES No. CAS000003, National Pollutant Discharge Elimination System (NPDES) Permit, Statewide Storm Water Permit and Waste Discharge Requirements (WDRs) for the State of California, Department of Transportation (Caltrans). The Department's general permit governs stormwater and nonstormwater discharges from the Department's properties, facilities, and activities. The

Department's general permit may be viewed at the Web site for the State Water Resources Control Board, Storm Water Program, Caltrans General Permit.

# Add to the list in the 1st paragraph of section 13-1.01D(3)(b): 10-21-11 3. Have completed SWRCB approved QSD training and passed the QSD exam Add to the list in the 2nd paragraph of section 13-1.01D(3)(b): 10-21-11 3. Have completed SWRCB approved QSP training and passed the QSP exam Replace the paragraph in section 13-4.04 with: 04-20-12 Not Used Replace section 13-5.03F with: 04-20-12 13-5.03F Reserved ^^^^^^ 15 EXISTING FACILITIES 01-20-12 Replace the 5th paragraph of section 15-5.06C(1) with: 01-20-12 New deck concrete surfaces must comply with section 51-1.03F(5) before starting overlay work. ^^^^^^ **DIVISION III GRADING 19 EARTHWORK** 01-20-12 Replace the 2nd paragraph of section 19-3.01A(2)(b) with: 07-01-11 For cofferdams on or affecting railroad property, allow 85 days for review. Add to the list in the 1st paragraph of section 19-3.01A(2)(d): 01-20-12 9. Provisions for discontinuous rows of soil nails

#### Add to section 19-3.01A(3)(b):

01-20-12

For soil nail walls, wall zones are specified in the special provisions.

For ground anchor walls, a wall zone is the entire wall unless otherwise specified in the special provisions.

01-20-12

# Delete the 2nd sentence in the 4th paragraph of section 19-3.01A(3)(b).

### Replace the 1st paragraph of section 19-3.03E(3) with:

01-20-12

Compact structure backfill behind lagging of soldier pile walls by hand tamping, mechanical compaction, or other authorized means.

# Replace the 2nd paragraph of section 19-3.03F with:

01-20-12

Do not backfill over or place material over slurry cement backfill until 4 hours after placement. When concrete sand is used as aggregate and the in-place material is free draining, you may start backfilling as soon as the surface water is gone.

# Add between the 2nd and 3rd paragraphs of section 19-3.03K:

01-20-12

Before you excavate for the installation of ground anchors in a wall zone:

- Complete stability testing
- 2. Obtain authorization of test data

# Replace the 2nd sentence of the 7th paragraph of section 19-3.03K:

01-20-12

Stop construction in unstable areas until remedial measures have been taken. Remedial measures must be submitted and authorized.

# Add between the 8th and 9th paragraphs of section 19-3.03K:

01-20-12

When your excavation and installation methods result in a discontinuous wall along any soil nail row, the ends of the structurally completed wall section must extend beyond the ends of the next lower excavation lift by a distance equal to twice the lift height. Maintain temporary slopes at the ends of each wall section to ensure slope stability.

#### Replace the 9th paragraph of section 19-3.03K:

01-20-12

Do not excavate to the next underlying excavation lift until the following conditions have been attained for the portion of the soil nail or ground anchor wall in the current excavation lift:

- 1. Soil nails or ground anchors are installed and grouted.
- 2. Reinforced shotcrete facing is constructed.
- 3. Grout and shotcrete have cured for 72 hours.
- 4. Specified tests are complete for that portion of wall and the results are authorized.

5. Soil nail facing anchorages are attached or ground anchors are locked off. ^^^^^ 21 EROSION CONTROL 04-20-12 Replace ", bonded fiber matrix, and polymer-stabilized fiber matrix" in the 1st paragraph of section 21-1.01B with: 04-20-12 and bonded fiber matrix 04-20-12 Delete the last paragraph of section 21-1.02E. Replace section 21-1.02F(2) with: 04-20-12 21-1.02F(2) Reserved Replace section 21-1.02J with: 04-20-12 21-1.02J Reserved Replace section 21-1.03l with: 04-20-12 21-1.03I Reserved ^^^^^ **DIVISION IV SUBBASES AND BASES** 29 TREATED PERMEABLE BASES 04-20-12 Replace "section 68-4.02C" in the 6th paragraph of section 29-1.03A with: 04-20-12 section 64-4.03 ^^^^^ Replace section 30 with: 04-20-12 **30 RECLAIMED PAVEMENTS** 04-20-12 30-1 GENERAL **30-1.01 GENERAL** 

Section 30 includes specifications for reclaiming the pavement section and constructing a base. 224

# 30-3-30-6 RESERVED

^^^^^^

# DIVISION V SURFACINGS AND PAVEMENTS 37 BITUMINOUS SEALS

04-20-12 Add to section 37-2.03A:

04-20-12

If you fail to place the permanent traffic stripes and pavement markings within the specified time, the Department withholds 50 percent of the estimated value of the seal coat work completed that has not received permanent traffic stripes and pavement markings.

# ^^^^^

# 39 HOT MIX ASPHALT

04-20-12

Replace "less than 10 percent" in note "b" in the table titled "Aggregate Quality" of section 39-1.02E with:

01-20-12

10 percent or less

# Replace the 1st paragraph of section 39-1.03B with:

04-20-12

Perform a mix design that produces HMA with the values for the quality characteristics shown in the following table:

**HMA Mix Design Requirements** 

Quality characteristic	Test	HMA type				
	method	Α	В	RHMA-G		
Air void content (%)	California	4.0	4.0	Section 39-1.03B		
	Test 367					
Voids in mineral aggregate (% min.)	California					
No. 4 grading	Test 367	17.0	17.0			
3/8" grading		15.0	15.0			
1/2" grading		14.0	14.0	18.0–23.0 <sup>a</sup>		
3/4" grading		13.0	13.0	18.0–23.0 <sup>a</sup>		
Voids filled with asphalt (%)	California			Note c		
No. 4 grading	Test 367	65.0–75.0	65.0–75.0			
3/8" grading		65.0–75.0	65.0-75.0			
1/2" grading		65.0-75.0	65.0-75.0			
3/4" grading		65.0-75.0	65.0-75.0			
Dust proportion	California			Note c		
No. 4 and 3/8" gradings	Test 367	0.6-1.2	0.6–1.2			
1/2" and 3/4" gradings		0.6-1.2	0.6-1.2			
Stabilometer value (min.) <sup>b</sup>	California					
No. 4 and 3/8" gradings	Test 366	30	30			
1/2" and 3/4" gradings		37	35	23		

<sup>&</sup>lt;sup>a</sup> Voids in mineral aggregate for RHMA-G must be within this range.

# Replace item 4 in the list in the 1st paragraph of section 39-1.03C with:

01-20-12

4. JMF renewal on a Caltrans Job Mix Formula Renewal form, if applicable

# Replace the 2nd paragraph of section 39-1.03E with:

04-20-12

Use the OBC specified on your *Contractor Hot Mix Asphalt Design Data* form. No adjustments to asphalt binder content are allowed. Based on your testing and production experience, you may submit an adjusted aggregate gradation TV on a *Contractor Job Mix Formula Proposal* form before verification testing. Aggregate gradation TV must be within the TV limits specified in the aggregate gradation tables.

# Add between the 3rd and 4th paragraphs of section 39-1.03E:

04-20-12

Asphalt binder set point for HMA must be the OBC specified on your *Contractor Hot Mix Asphalt Design Data* form. When RAP is used, asphalt binder set point for HMA must be:

Asphalt Binder Set Point = 
$$\frac{\frac{BC_{OBC}}{\left(1 - \frac{BC_{OBC}}{100}\right)} - R_{RAP} \left[\frac{BC_{RAP}}{\left(1 - \frac{BC_{RAP}}{100}\right)}\right]}{\frac{BC_{OBC}}{\left(1 - \frac{BC_{OBC}}{100}\right)}}$$

Where:

BC<sub>OBC</sub> = optimum asphalt binder content, percent based on total weight of mix

<sup>&</sup>lt;sup>b</sup> California Test 304, Part 2C.12.

<sup>&</sup>lt;sup>c</sup> Report this value in the JMF submittal.

 $R_{RAP} = RAP$  ratio by weight of aggregate  $BC_{RAP} = asphalt$  binder content of RAP, percent based on total weight of RAP mix

# Replace item 4 in the list in the 8th paragraph of section 39-1.03E with:

04-20-12

- 4. HMA quality specified in the table titled "HMA Mix Design Requirements" except:
  - 4.1. Air void content, design value ±2.0 percent
  - 4.2. Voids filled with asphalt, report only
  - 4.3. Dust proportion, report only

#### Replace the 12th paragraph of section 39-1.03E with:

04-20-12

If tests on plant-produced samples do not verify the JMF, the Engineer notifies you and you must submit a new JMF or submit an adjusted JMF based on your testing. JMF adjustments may include a change in aggregate gradation TV within the TV limits specified in the aggregate gradation tables.

#### Replace the 14th paragraph of section 39-1.03E with:

01-20-12

A verified JMF is valid for 12 months.

# Replace the last sentence in the 15th paragraph of section 39-1.03E with:

01-20-12

This deduction does not apply to verifications initiated by the Engineer or JMF renewal.

# Add between the 1st and 2nd paragraphs of section 39-1.03F:

04-20-12

Target asphalt binder content on your Contractor *Job Mix Formula Proposal* form and the OBC specified on your *Contractor Hot Mix Asphalt Design Data* form must be the same.

01-20-12

# Delete the 4th paragraph of section 39-1.03F.

#### Replace items 3 and 5 in the list in the 6th paragraph of section 39-1.03F with:

01-20-12

- 3. Engineer verifies each proposed JMF renewal within 20 days of receiving verification samples.
- 5. For each HMA type and aggregate gradation specified, the Engineer verifies at the Department's expense 1 proposed JMF renewal within a 12-month period.

# Add between the 6th and 7th paragraphs of section 39-1.03F:

01-20-12

The most recent aggregate quality test results within the past 12 months may be used for verification of JMF renewal or the Engineer may perform aggregate quality tests for verification of JMF renewal.

#### Replace section 39-1.03G with:

04-20-12

#### 39-1.03G Job Mix Formula Modification

For an accepted JMF, you may change asphalt binder source one time during production.

Submit your modified JMF request a minimum of 3 business days before production. Each modified JMF submittal must consist of:

- 1. Proposed modified JMF on Contractor Job Mix Formula Proposal form
- Mix design records on Contractor Hot Mix Asphalt Design Data form for the accepted JMF to be modified
- 3. JMF verification on Hot Mix Asphalt Verification form for the accepted JMF to be modified
- 4. Quality characteristics test results for the modified JMF as specified in section 39-1.03B. Perform tests at the mix design OBC as shown on the *Contractor Asphalt Mix Design Data* form
- 5. If required, California Test 371 test results for the modified JMF.

With an accepted modified JMF submittal, the Engineer verifies each modified JMF within 5 business days of receiving all verification samples. If California Test 371 is required, the Engineer tests for California Test 371 within 10 days of receiving verification samples.

The Engineer verifies the modified JMF after the modified JMF HMA is placed on the project and verification samples are taken within the first 750 tons following sampling requirements in section 39-1.03E, "Job Mix Formula Verification." The Engineer tests verification samples for compliance with:

- 1. Stability as shown in the table titled "HMA Mix Design Requirements"
- 2. Air void content at design value ±2.0 percent
- 3. Voids in mineral aggregate as shown in the table titled "HMA Mix Design Requirements"
- 4. Voids filled with asphalt, report only
- 5. Dust proportion, report only

If the modified JMF is verified, the Engineer revises your *Hot Mix Asphalt Verification* form to include the new asphalt binder source. Your revised form will have the same expiration date as the original form.

If a modified JMF is not verified, stop production and any HMA placed using the modified JMF is rejected.

The Engineer deducts \$2,000 from payments for each modified JMF verification. The Engineer deducts an additional \$2,000 for each modified JMF verification that requires California Test 371.

# Add to section 39-1.03:

01-20-12

#### 39-1.03H Job Mix Formula Acceptance

You may start HMA production if:

- 1. The Engineer's review of the JMF shows compliance with the specifications.
- 2. The Department has verified the JMF within 12 months before HMA production.
- 3. The Engineer accepts the verified JMF.

# Replace "3 days" in the 1st paragraph of section 39-1.04A with:

01-20-12

3 business days

# Replace the 2nd sentence in the 2nd paragraph of section 39-1.04A with:

01-20-12

During production, take samples under California Test 125. You may sample HMA from:

#### Replace "5 days" in the 1st paragraph of section 39-1.06 with:

01-20-12

5 business days

## Replace the 3rd paragraph of section 39-1.08A with:

04-20-12

During production, you may adjust hot or cold feed proportion controls for virgin aggregate and RAP.

#### Add to section 39-1.08A:

04-20-12

During production, asphalt binder set point for HMA Type A, HMA Type B, HMA Type C, and RHMA-G must be the OBC shown in *Contractor Hot Mix Asphalt Design Data* form. For OGFC, asphalt binder set point must be the OBC shown on *Caltrans Hot Mix Asphalt Verification* form. If RAP is used, asphalt binder set point for HMA must be calculated as specified in section 39-1.03E.

You must request adjustments to the plant asphalt binder set point based on new RAP stockpiles average asphalt binder content. Do not adjust the HMA plant asphalt binder set point until authorized.

# Replace the 3rd paragraph of section 39-1.08B with:

09-16-11

Asphalt rubber binder must be from 375 to 425 degrees F when mixed with aggregate.

# Replace the 15th paragraph of section 39-1.11 with:

01-20-12

For Standard and QC/QA construction processes, if 3/4-inch aggregate grading is specified, you may use a 1/2-inch aggregate grading if the specified total paved thickness is at least 0.15 foot and less than 0.20 foot thick.

# Replace the 17th paragraph of section 39-1.11 with:

01-20-12

Do not open new HMA pavement to public traffic until its mid-depth temperature is below 160 degrees F.

#### Replace "3 inches per 0.1-mile section" in the 5th paragraph of section 39-1.12C with:

01-20-12

2.5 inches per 0.1-mile section

#### Replace "6 inches per 0.1-mile section" in the 6th paragraph of section 39-1.12C with:

5 inches per 0.1-mile section

01-20-12

# Add to section 39-1.12:

01-20-12

39-1.12E Reserved

# Add to section 39-1.14:

01-20-12

Prepare the area to receive HMA for miscellaneous areas and dikes, including any excavation and backfill as needed.

# Replace "6.8" in item 3 in the list in the 4th paragraph of section 39-1.14 with:

04-20-12 6.4

Replace "6.0" in item 3 in the list in the 4th paragraph of section 39-1.14 with:

04-20-12 5.7

Replace "6.8" in the 1st paragraph of section 39-1.15B with:

04-20-12

Replace "6.0" in the 1st paragraph of section 39-1.15B with:

04-20-12

# Replace the 1st paragraph of section 39-2.02B with:

04-20-12

Perform sampling and testing at the specified frequency for the quality characteristics shown in the following table:

Minimum Quality Control—Standard Construction Process

			ol—Standard Construction Process				
Quality	Test	Minimum		HMA	type	ı	
characteristic	method	sampling	_	_			
		and testing	Α	В	RHMA-G	OGFC	
		frequency					
Aggregate	California	1 per 750	JMF ±	JMF ±	JMF ±	JMF ±	
gradation <sup>a</sup>	Test 202	tons and	Tolerance <sup>b</sup>	Tolerance <sup>b</sup>	Tolerance <sup>b</sup>	Tolerance <sup>b</sup>	
Sand equivalent	California	any	47	42	47		
(min) <sup>c</sup>	Test 217	remaining					
Asphalt binder	California	part at the end of the	JMF±0.40	JMF±0.40	JMF ± 0.40	JMF ± 0.40	
content (%)	Test 379	project					
HMA moisture	or 382	1 per 2,500	1.0	1.0	1.0	1.0	
	California Test 226	tons but	1.0	1.0	1.0	1.0	
content (%, max)	or 370	not less					
	01 370	than 1 per					
		paving day					
Field compaction	QC plan	2 per	91–97	<b>91</b> ⊱97	91–97		
(% max.	QO PIGIT	business	0. 0.	0.0.	0. 0.		
theoretical		day (min.)					
density) <sup>d,e</sup>		, ,					
Stabilometer value	California	One per					
(min) <sup>c, f</sup>	Test 366	4,000 tons					
No. 4 and 3/8"		or 2 per 5	30	30			
gradings		business					
1/2" and 3/4"		days,	37	35	23		
gradings		whichever					
Air void content	California	is greater	4 ± 2	4 ± 2	$TV\pm 2$		
(%) <sup>c, g</sup>	Test 367						
Aggregate	California						
moisture content	Test 226						
at continuous	or 370	2 per day					
mixing plants and RAP moisture		during					
content at		production					
continuous mixing		production					
plants and batch							
mixing plants <sup>h</sup>							
Percent of crushed	California						
particles coarse	Test 205						
aggregate (%,							
min)							
One fractured			90	25		90	
face		As			0.5		
Two fractured		designated	75		90	75	
faces		in the QC					
Fine aggregate		plan. At					
(%, min) (Passing no. 4		least once per project					
sieve and		per project					
retained on							
no. 8 sieve.)							
One fractured			70	20	70	90	
face				_•	. •		
Los Angeles	California						
Rattler (%, max)	Test 211						
Loss at 100			12		12	12	
rev.							
<del></del>	-			<del></del>			

Loss at 500 rev.			45	50	40	40
Flat and elongated particles (%, max	California Test 235		Report only	Report only	Report only	Report only
by weight @ 5:1)						
Fine aggregate	California		45	45	45	
angularity (%, min)	Test 234					
Voids filled with asphalt (%) <sup>j</sup>	California Test 367					
No. 4 grading	1681 307		65.0–75.0	65.0–75.0		
3/8" grading			65.0–75.0	65.0–75.0	Report only	
1/2" grading			65.0-75.0	65.0-75.0		
3/4" grading			65.0–75.0	65.0–75.0		
Voids in mineral	California					
aggregate (% min) <sup>J</sup> No. 4 grading	Test 367		17.0	17.0		
3/8" grading			15.0	15.0		
1/2" grading			14.0	14.0	18.0–23.0 <sup>k</sup>	
3/4" grading			13.0	13.0	18.0–23.0 <sup>k</sup>	
Dust proportion J	California					
No. 4 and 3/8"	Test 367		0.6-1.2	0.6-1.2	Report only	
gradings 1/2" and 3/4"			0.6-1.2	0.6-1.2		
gradings			0.0 7.2	0.0 1.2		
Smoothness	Section		12-foot	12-foot	12-foot	12-foot
	39-1.12		straight-	straight-	straight-	straight-
			edge, must	edge, must	edge, must	edge, must
			grind, and Pl <sub>0</sub>	grind, and PI <sub>0</sub>	grind, and Pl₀	grind, and Pl₀
Asphalt rubber	Section	Section	F10	F10	F10	F1 <sub>0</sub>
binder viscosity @	39-1.02D	39-1.04C			1,500–	1,500–
375 °F,					4,000	4,000
centipoises						
Asphalt modifier	Section	Section			Section	Section
CRM	39-1.02D Section	39-1.04C Section			39-1.02D Section	39-1.02D Section
CKIVI	39-1.02D	39-1.04C			39-1.02D	39-1.02D
<sup>a</sup> Determine combine		33-1.04C	L		Took 207	00 1.020

<sup>&</sup>lt;sup>a</sup> Determine combined aggregate gradation containing RAP under California Test 367.

- 1. 1/2-inch, 3/8-inch, or no. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot.
- 2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.

- 1. In-place density measurements using the method specified in your QC plan.
- 2. California Test 309 to determine the maximum theoretical density at the frequency specified in California Test 375. Part 5C.

<sup>&</sup>lt;sup>b</sup> The tolerances must comply with the allowable tolerances in section 39-1.02E. <sup>c</sup> Report the average of 3 tests from a single split sample.

<sup>&</sup>lt;sup>d</sup> Determine field compaction for any of the following conditions:

<sup>&</sup>lt;sup>e</sup> To determine field compaction use:

f California Test 304, Part 2C.12.

<sup>&</sup>lt;sup>9</sup> Determine the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

<sup>&</sup>lt;sup>h</sup> For adjusting the plant controller at the HMA plant.

<sup>&</sup>lt;sup>1</sup>The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

Report only.

<sup>&</sup>lt;sup>k</sup> Voids in mineral aggregate for RHMA-G must be within this range.

# Replace the 1st paragraph of section 39-2.03A with:

04-20-12

The Department samples for acceptance testing and tests for the quality characteristics shown in the following table:

**HMA Acceptance—Standard Construction Process** 

Qua	lity cha	racteris		Test		HM/	type	
				method	А	В	RHMA-G	OGFC
Aggr	egate g	ıradatio	ın <sup>a</sup>	California	JMF ±	JMF ±	JMF ±	JMF ±
Sieve	3/4"	1/2"	3/8"	Test 202	tolerance c	tolerance °	tolerance <sup>c</sup>	tolerance <sup>c</sup>
1/2"	X <sup>b</sup>	1/2	0,0	1001202	tolcrance	tolcrance	tolcrance	tolcrance
3/8"		Χ						
No. 4			Х					
No. 8	Х	Χ	X					
No.	X	X	X					
200		, ,						
Sand equ	uivalent	(min) d		California	47	42	47	
		,		Test 217				
Asphalt b	oinder c	ontent	(%)	California	JMF±0.40	JMF±0.40	JMF ± 0.40	JMF ± 0.40
			` ,	Test 379				
				or 382				
HMA mo	isture c	ontent		California	1.0	1.0	1.0	1.0
(%, max)	)			Test 226				
				or 370				
Field con	npactio	n (% m	ax.	California	91–97	91–97	91–97	
theoretic	al dens	ity) °, '	vd a	Test 375 California				
	Stabilometer value (min) <sup>d,g</sup>					00		
	No. 4 and 3/8" gradings			Test 366	30	30		
	1/2" and 3/4" gradings				37	35	23	
Air void (	Air void content (%) d, h			California Test 367	4 ± 2	4 ± 2	TV ± 2	
Percent	of cruch	ed par	ticles	California				
Coarse a				Test 205				
	fracture		,	1030200	90	25		90
	fracture		6		75		90	75
Fine agg								
	sing no							
	ned on							
One	fracture	d face			70	20	70	90
Los Ange			, max)	California				
	at 100			Test 211	12		12	12
	at 500				45	50	40	40
Fine agg	regate a	angular	ity (%,	California				
min) <sup>i</sup>				Test 234	45	45	45	
Flat and				California	Report only	Report only	Report only	Report only
(%, max	by weig	Int @ 5	:1)	Test 235	, ,	, ,	, ,	. ,
	Voids filled with asphalt (%)			California Test 367	65.0.75.0	65.0–75.0		
No. 4 grading 3/8" grading			1681367	65.0–75.0 65.0–75.0	65.0-75.0 65.0-75.0	Report only	_	
3/8 grading 1/2" grading				65.0-75.0	65.0-75.0	Neport only	<del></del>	
3/4" grading				65.0-75.0	65.0-75.0			
	Voids in mineral aggregate			California	00.0 70.0	00.0 70.0		
(% min) <sup>j</sup>		~9910 <u>6</u>	,410	Test 367				
	4 gradin	g			17.0	17.0		
	grading			_	15.0	15.0		
3/6 grading						•	•	

			1	k	
1/2" grading		14.0	14.0	18.0–23.0 <sup>k</sup>	
3/4" grading		13.0	13.0	18.0–23.0 <sup>k</sup>	
Dust proportion J	California				
No. 4 and 3/8" gradings	Test 367	0.6-1.2	0.6-1.2	Report only	
1/2" and 3/4" gradings		0.6-1.2	0.6–1.2		
Smoothness	Section	12-foot	12-foot	12-foot	12-foot
	39-1.12	straight-	straight-	straight-	straight-
		edge, must	edge, must	edge, must	edge and
		grind, and	grind, and	grind, and	must grind
		$PI_0$	PI <sub>0</sub>	$PI_0$	
Asphalt binder	Various	Section 92	Section 92	Section 92	Section 92
Asphalt rubber binder	Various			Section	Section
				92-	92-1.01D(2)
				1.01D(2)	and section
				and section	39-1.02D
				39-1.02D	
Asphalt modifier	Various			Section	Section
				39-1.02D	39-1.02D
CRM	Various		7-	Section	Section
				39-1.02D	39-1.02D

<sup>&</sup>lt;sup>a</sup> The Engineer determines combined aggregate gradations containing RAP under California Test 367.

- 1. California Test 308, Method A, to determine in-place density of each density core.
- 2. California Test 309 to determine the maximum theoretical density at the frequency specified in California Test 375, Part 5C.

#### Replace the 5th paragraph of section 39-2.03A with:

01-20-12

The Engineer determines the percent of maximum theoretical density from density cores taken from the final layer measured the full depth of the total paved HMA thickness if any of the following applies:

- 1. 1/2-inch, 3/8-inch, or no. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot and any layer is less than 0.15 foot.
- 2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.2 foot and any layer is less than 0.20 foot.

<sup>&</sup>lt;sup>b</sup> "X" denotes the sieves the Engineer tests for the specified aggregate gradation.

<sup>&</sup>lt;sup>c</sup> The tolerances must comply with the allowable tolerances in section 39-1.02E.

<sup>&</sup>lt;sup>d</sup> The Engineer reports the average of 3 tests from a single split sample.

<sup>&</sup>lt;sup>e</sup> The Engineer determines field compaction for any of the following conditions:

<sup>1. 1/2-</sup>inch, 3/8-inch, or no. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot.2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.

<sup>&</sup>lt;sup>f</sup> To determine field compaction, the Engineer uses:

<sup>&</sup>lt;sup>g</sup> California Test 304, Part 2C.12

<sup>&</sup>lt;sup>h</sup> The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

<sup>&</sup>lt;sup>1</sup>The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

Report only.

<sup>&</sup>lt;sup>k</sup> Voids in mineral aggregate for RHMA-G must be within this range.

# Replace the 1st paragraph of section 39-3.02A with:

04-20-12

The Department samples for acceptance testing and tests for the quality characteristics shown in the following table:

**HMA Acceptance—Method Construction Process** 

	ceptance—i	-Method Construction Process				
Quality characteristic	Test		HMA	type		
	method	А	В	RHMA-G	OGFC	
Aggregate gradation <sup>a</sup>	California	JMF ±	JMF ±	JMF ±	JMF ±	
999 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2.	Test 202	tolerance b	tolerance b	tolerance b	tolerance b	
Sand equivalent (min) c	California	47	42	47		
Cana equivalent (mm)	Test 217	77	72	77		
Asphalt binder content (%)	California	JMF±0.40	JMF±0.40	JMF ± 0.40	JMF ± 0.40	
Alaphan sinder content (70)	Test 379	31VII ±0.40	31VII ±0.40	31VII ± 0.40	31VII ± 0.40	
	or 382					
HMA moisture content (%, max)	California	1.0	1.0	1.0	1.0	
Time timeletare content (70, max)	Test 226					
	or 370					
Stabilometer value (min) c, d	California					
No. 4 and 3/8" gradings	Test 366	30	30			
1/2" and 3/4" gradings		37	35	23		
Percent of crushed particles	California					
Coarse aggregate (% min)	Test 205					
One fractured face		90	25		90	
Two fractured faces		75		90	75	
Fine aggregate (% min)						
(Passing no. 4 sieve and						
retained on no. 8 sieve.)						
One fractured face		70	20	70	90	
Los Angeles Rattler (% max)	California					
Loss at 100 rev.	Test 211	12		12	12	
Loss at 500 rev.		45	50	40	40	
Air void content (%) c, e	California	4 ± 2	4 ± 2	TV ± 2		
	Test 367	4 ± Z	4 ± Z	IV±Z		
Fine aggregate angularity	California	45	45	45		
(% min) <sup>†</sup>	Test 234	40	40	40		
Flat and elongated particles	California	Report only	Report only	Report only	Report only	
(% max by weight @ 5:1)	Test 235	report offig	report offiny	Report Only	report only	
Voids filled with asphalt	California					
(%) <sup>g</sup>	Test 367					
No. 4 grading		65.0–75.0	65.0–75.0	Report only		
3/8" grading		65.0–75.0	65.0–75.0	Troport of hy		
1/2" grading		65.0–75.0	65.0–75.0			
3/4" grading		65.0–75.0	65.0–75.0			
Voids in mineral aggregate	California					
(% min) <sup>g</sup>	Test 367		4=			
No. 4 grading		17.0	17.0			
3/8" grading		15.0	15.0			
1/2" grading		14.0	14.0	18.0–23.0 h		
3/4" grading	Oplife and	13.0	13.0	18.0–23.0 <sup>h</sup>		
Dust proportion <sup>g</sup>	California	0040	0010	Daniel I		
No. 4 and 3/8" gradings	Test 367	0.6-1.2	0.6-1.2	Report only		
1/2" and 3/4" gradings	Continu	0.6–1.2	0.6–1.2	40 (	40 (	
Smoothness	Section	12-foot	12-foot	12-foot	12-foot	
	39-1.12	straight-	straight-	straight-	straight-	
	İ	edge and	edge and	edge and	edge and	

		must-grind	must-grind	must-grind	must-grind
Asphalt binder	Various	Section 92	Section 92	Section 92	Section 92
Asphalt rubber binder	Various			Section	Section
				92-	92-
				1.01D(2)	1.01D(2)
				and section	and section
				39-1.02D	39-1.02D
Asphalt modifier	Various			Section	Section
				39-1.02D	39-1.02D
CRM	Various			Section	Section
				39-1.02D	39-1.02D

<sup>&</sup>lt;sup>a</sup> The Engineer determines combined aggregate gradations containing RAP under California Test 367.

# Replace "280 degrees F" in item 2 in the list in the 6th paragraph of section 39-3.04 with:

01-20-12

285 degrees F

# Replace the 8th paragraph of section 39-4.02C with:

04-20-12

Comply with the values for the HMA quality characteristics and minimum random sampling and testing for quality control shown in the following table:

<sup>&</sup>lt;sup>b</sup> The tolerances must comply with the allowable tolerances in section 39-1.02E.

<sup>&</sup>lt;sup>c</sup> The Engineer reports the average of 3 tests from a single split sample.

<sup>&</sup>lt;sup>d</sup> California Test 304, Part 2C.12.

<sup>&</sup>lt;sup>e</sup> The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

g Report only.

<sup>&</sup>lt;sup>h</sup> Voids in mineral aggregate for RHMA-G must be within this range.

Minimum Quality Control—QC/QA Construction Process											
Quality characteristic	Test method	Minimum sampling and		НМА Туре		Location of sampling	Maxi- mum report				
		testing frequency	A	В	RHMA-G		-ing time allow- ance				
Aggregate	California		JMF ±	JMF ±	JMF ±	California	anoo				
gradation <sup>a</sup>	Test 202		tolerance b	tolerance b	tolerance b	Test 125					
Asphalt binder content (%)	California Test 379 or 382	1 per 750 tons	JMF±0.40	JMF±0.40	JMF ±0.40	Loose mix behind paver See California Test 125	24 hours				
Field compaction (% max. theoretical density) <sup>c,d</sup>	QC plan		92–96	92–96	91–96	QC plan					
Aggregate moisture content at continuous mixing plants and RAP moisture content at continuous mixing plants and batch mixing plants e	California Test 226 or 370	2 per day during production				Stock- piles or cold feed belts					
Sand equivalent (min) <sup>f</sup>	California Test 217	1 per 750 tons	47	42	47	California Test 125	24 hours				
HMA moisture content (%,max)	California Test 226 or 370	1 per 2,500 tons but not less than 1 per paving day	1.0	1.0	1.0	Loose Mix Behind	24 hours				
Stabilometer value (min) <sup>f,g</sup>		1 per				Paver See					
No. 4 and 3/8" gradings	California Test 366	4,000 tons or 2 per 5 business	30	30		California Test 125	48 hours				
1/2" and 3/4" gradings	0 114	days, whichever	37	35	23		Tiours				
Air void content (%) <sup>f,h</sup>	California Test 367	is greater	4 ± 2	4 ± 2	TV ± 2						

D	1	T	T			1	
Percent of crushed particles coarse aggregate (% min.): One fractured face Two fractured faces  Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve.):	California Test 205	As designated in QC plan.  At least once per project.	90 75	25	90	California Test 125	48 hours
One fractured face			70	20	70		
Los Angeles Rattler (% max): Loss at 100 rev. Loss at 500 rev.	California Test 211		12 45	50	12 40	California Test 125	
Fine aggregate angularity (% min) i	California Test 234		45	45	45	California Test 125	
Flat and elongated particle (% max by weight @ 5:1)	California Test 235	V	Report only	Report only	Report only	California Test 125	
Voids filled with asphalt (%) i:  No. 4 grading 3/8" grading 1/2" grading 3/4" grading Voids in mineral	California Test 367 California Test 367		65.0–75.0 65.0–75.0 65.0–75.0 65.0–75.0	65.0–75.0 65.0–75.0 65.0–75.0 65.0–75.0	Report only		
aggregate (% min.) <sup>j</sup> :  No. 4 grading 3/8" grading 1/2" grading 3/4" grading			17.0 15.0 14.0 13.0	17.0 15.0 14.0 13.0	 18.0– 23.0 <sup>k</sup> 18.0– 23.0 <sup>k</sup>		

Dust proportion <sup>j</sup> :	California Test 367					
No. 4 and 3/8" gradings 1/2" and 3/4" gradings		0.6-1.2 0.6-1.2	0.6-1.2 0.6-1.2	Report only		
Smoothness	Section 39-1.12	 12-foot straight- edge, must- grind, and PI <sub>0</sub>	12-foot straight- edge, must- grind, and PI <sub>0</sub>	12-foot straight- edge, must- grind, and PI <sub>0</sub>		
Asphalt rubber binder viscosity @ 375 °F, centipoises	Section 39-1.02D	 		1,500– 4,000	Section 39-1.02D	24 hours
CRM	Section 39-1.02D	 		Section 39-1.02D	Section 39-1.02D	48 hours

<sup>&</sup>lt;sup>a</sup> Determine combined aggregate gradation containing RAP under California Test 367.

- 1. In-place density measurements using the method specified in your QC plan.
- 2. California Test 309 to determine the maximum theoretical density at the frequency specified in California Test 375, Part 5C.

  <sup>e</sup> For adjusting the plant controller at the HMA plant.

# Replace the 1st sentence in the 1st paragraph of section 39-4.03B(2) with:

01-20-12

For aggregate gradation and asphalt binder content, the minimum ratio of verification testing frequency to quality control testing frequency is 1:5.

# Replace the 2nd "and" in the 7th paragraph of section 39-4.03B(2) with:

01-20-12

or

<sup>&</sup>lt;sup>b</sup> The tolerances must comply with the allowable tolerances in section 39-1.02E.

<sup>&</sup>lt;sup>c</sup> Determines field compaction for any of the following conditions:

<sup>1. 1/2-</sup>inch, 3/8-inch, or no. 4 aggregate grading is used and the specified total paved thickness 3/4-inch aggregate grading is used and the specified total paved is at least 0.15 foot.2. thickness is at least 0.20 foot.

<sup>&</sup>lt;sup>d</sup> To determine field compaction use:

f Report the average of 3 tests from a single split sample.

<sup>&</sup>lt;sup>9</sup> California Test 304, Part 2C,12.

<sup>&</sup>lt;sup>h</sup> Determine the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

Report only.

<sup>&</sup>lt;sup>k</sup> Voids in mineral aggregate for RHMA-G must be within this range.

# Replace the 1st paragraph of section 39-4.04A with:

04-20-12

The Engineer samples for acceptance testing and tests for the following quality characteristics:

HMA Acceptance—QC/QA Construction Process

Indov	0	ality oby		HMA type							
Index (i)	Qua	anty Cha	aracteri	Suc	Weight- ing	Test method		пілія туре			
(1)					factor	metriou	А	В	RHMA-G		
					(w)			Ь	KHIVIA-G		
			aaroaa	nt o	( vv )						
		<i>P</i>	nggrega radatio	ne na							
		9	radalio	[ ] 							
	Ciava	0/4"	4/0"	0/0"							
	Sieve	3/4"	1/2"	3/8"	0.05	0-1:6					
1	1/2"	Χb			0.05	California Test 202	J	MF ± Tolerand	ce <sup>c</sup>		
1	3/8"		Х		0.05	1 est 202					
1	No. 4			X	0.05						
2	No. 8	X	X	X	0.10						
3	No.	Х	Х	Х	0.15						
	200			4				Г			
4	Asphal	t binder	conter	nt (%)	0.30	California	JMF±0.40	JMF±0.40	JMF ± 0.40		
						Test 379					
						or 382					
5	Field compaction (% max. theoretical density)				0.40	California	92–96	92–96	91–96		
	theoret	ical der	nsity) "	. +		Test 375	· ·				
	Sand equivalent (min) <sup>†</sup>					California	47	42	47		
	Stabilometer value (min) <sup>f,g</sup>					Test 217					
						California					
			3/8" gr			Test 366	30	30			
	1/2	<u>" and 3</u>	/4" grad	dings			37	35	23		
	Air void content (%) <sup>t, h</sup>				V	California	4 ± 2	4 ± 2	TV ± 2		
	Percent of crushed particles					Test 367					
						California					
	coarse					Test 205					
			ired fac				90	25			
			ired fac				75		90		
	Fine ag	gregat	e (% m	in)							
			no. 4 sie								
			ed on N	NO. 8							
		ve.)					70	00	70		
			ired fac			0 - 1'( '-	70	20	70		
	HMA m		conter	II		California	1.0	1.0	1.0		
	(%, ma	x)				Test 226					
	1 oc 1 o	aoles F	Oottlor /	0/		or 370					
	Los An	geles R	kamer (	70		California					
	max)	ss at 10	10 rov			Test 211	12		12		
		ss at 10					45	50	40		
				arity		California	45	45	45		
	Fine aggregate angularity					Test 234	45	40	40		
	(% min) <sup>l</sup> Flat and elongated particle					California	Report	Report only	Report only		
	(% max					Test 235	only	I report only	I IZEPOIT OILLY		
	Voids ii					California	Jilly		(Note k)		
			aı ayyı	egale		Test 367			(INOLE K)		
	(% min) <sup>1</sup> No. 4 grading					1631301	17.0	17.0			
		. 4 gradir " gradir					15.0	15.0			
		" gradir					14.0	14.0	18.0–23.0		
		" gradir					13.0	13.0	18.0–23.0		
I	3/4	gradif	ıg		l		13.U	I 13.U	10.0-23.0		

Voids filled with asphalt (%)	California Test 367			
No. 4 grading		65.0–75.0	65.0-75.0	Report only
3/8" grading		65.0-75.0	65.0-75.0	, ,
1/2" grading		65.0-75.0	65.0-75.0	
3/4" grading		65.0–75.0	65.0-75.0	
Dust proportion <sup>j</sup>	California			
No. 4 and 3/8" gradings	Test 367	0.6–1.2	0.6–1.2	Report only
1/2" and 3/4" gradings		0.6–1.2	0.6-1.2	
Smoothness	Section	12-foot	12-foot	12-foot
	39-1.12	straight-	straight-	straight-
		edge,	edge, must	edge, must
		must	grind, and	grind, and
		grind, and	$PI_0$	$PI_0$
		PI <sub>0</sub>		
Asphalt binder	Various	Section 92	Section 92	Section 92
				Section
Asphalt rubber binder	Various			92-1.01D(2)
Additional surfaces	Various			and section
				39-1.02D
Asphalt modifier	Various			Section
7 toprical modifier	Variodov			39-1.02D
CRM	Various			Section
OT WIT	Tarrous			39-1.02D

<sup>&</sup>lt;sup>a</sup> The Engineer determines combined aggregate gradations containing RAP under California Test 367.

- 1. California Test 308, Method A, to determine in-place density of each density core.
- 2. California Test 309 to determine the maximum theoretical density at the frequency specified in California Test 375, Part 5C.

#### Replace the 3rd paragraph of section 39-4.04A with:

01-20-12

The Department determines the percent of maximum theoretical density from density cores taken from the final layer measured the full depth of the total paved HMA thickness if any of the following applies:

- 1. 1/2-inch, 3/8-inch, or no. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot and any lager is less than 0.15 foot.
- 2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 and any layer is less than 0.20 foot.

<sup>&</sup>lt;sup>b</sup> "X" denotes the sieves the Engineer tests for the specified aggregate gradation.

<sup>&</sup>lt;sup>c</sup> The tolerances must comply with the allowable tolerances in section 39-1.02E.

<sup>&</sup>lt;sup>d</sup> The Engineer determines field compaction for any of the following conditions:

<sup>1. 1/2-</sup>inch, 3/8-inch, or no. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot and less than 0.20 foot. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.

<sup>&</sup>lt;sup>e</sup> To determine field compaction, the Engineer uses:

<sup>&</sup>lt;sup>f</sup> The Engineer reports the average of 3 tests from a single split sample.

<sup>&</sup>lt;sup>9</sup> California Test 304, Part 2C.12.

<sup>&</sup>lt;sup>h</sup> The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

<sup>&</sup>lt;sup>1</sup>The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

Report only.

<sup>&</sup>lt;sup>k</sup> Voids in mineral aggregate for RHMA-G must be within this range.

^^^^^^^

#### **40 CONCRETE PAVEMENT**

01-20-12 Replace section 40-1.01C(4) with:

01-20-12

## 40-1.01C(4) Authorized Laboratory

Submit for authorization the name of the laboratory you propose to use for testing the drilled core specimens for air content.

# Replace the paragraph in section 40-1.01C(8) with:

01-20-12

Submit a plan for protecting concrete pavement during the initial 72 hours after paving when the forecasted minimum ambient temperature is below 40 degrees F.

01-20-12

# Delete "determined under California Test 559" in section 40-1.01C(9).

# Replace the 2nd and 3rd paragraphs in section 40-1.01D(4) with:

01-20-12

The QC plan must include details of corrective action to be taken if any process is out of control. As a minimum, a process is out of control if any of the following occurs:

- 1. For fine and coarse aggregate gradation, 2 consecutive running averages of 4 tests are outside the specification limits
- 2. For individual penetration or air content measurements:
  - 2.1. One point falls outside the suspension limit line
  - 2.2. Two points in a row fall outside the action limit line

Stop production and take corrective action for out of control processes or the Engineer rejects subsequent material.

#### Replace the 1st paragraph in section 40-1.01D(5) with:

01-20-12

Determine the minimum cementitious materials content. Use your value for minimum cementitious material content for *MC* in equation 1 and equation 2 of section 90-1.02B(3).

# Replace the 1st sentence of the 3rd paragraph of section 40-1.01D(9) with:

01-20-12

Use a California profilograph to determine the concrete pavement profile.

#### Replace the title of the table in section 40-1.01D(13)(a) with:

01-20-12

# **Concrete Pavement Acceptance Testing**

#### Replace the 2nd and 3rd paragraphs in section 40-1.01D(13)(a) with:

01-20-12

Pavement smoothness may be accepted based on the Department's testing. A single test represents no more than 0.1 mile.

Acceptance of modulus of rupture, thickness, dowel bar and tie bar placement, coefficient of friction, smoothness, and air content, does not constitute final concrete pavement acceptance.

01-20-12

# Delete item 4 in the list in the 2nd paragraph in section 40-1.01D(13)(c)(2).

# Replace items 1 and 2 in the list in the 2nd paragraph in 40-1.01D(13)(d) with:

01-20-12

- 1. For tangents and horizontal curves having a centerline radius of curvature 2,000 feet or more, the PI<sub>0</sub> must be at most 2-1/2 inches per 0.1-mile section.
- 2. For horizontal curves having a centerline radius of curvature from 1,000 to 2,000 feet including concrete pavement within the superelevation transitions of those curves, the PI<sub>0</sub> must be at most 5 inches per 0.1-mile section.

# Replace the 1st and 2nd variables in the equation in section 40-1.01D(13)(f) with:

01-20-12

- n<sub>c</sub> = Number of your quality control tests (minimum of 6 required)
- $n_v$  = Number of verification tests (minimum of 2 required)

# Replace "Your approved third party independent testing laboratory" in the 4th paragraph of section 40-1.01D(13)(f) with:

01-20-12

The authorized laboratory

# Replace item 2 in the list in the 2nd paragraph of section 40-1.01D(13)(g):

01-20-12

2. One test for every 4,000 square yards of concrete pavement with tie bars or remaining fraction of that area. Each tie bar test consists of 2 cores with 1 on each tie-bar-end to expose both ends and allow measurement.

# Replace section 40-1.01D(13)(h) with:

01-20-12

#### 40-1.01D(13)(h) Bar Reinforcement

Bar reinforcement is accepted based on inspection before concrete placement.

#### Replace the paragraph in section 40-1.02B(2) with:

01-20-12

PCC for concrete pavement must comply with section 90-1 except as otherwise specified.

# Replace the paragraphs in section 40-1.02D with:

01-20-12

Bar reinforcement must be deformed bars.

If the project is not shown to be in high desert or any mountain climate region, bar reinforcement must comply with section 52.

If the project is shown to be in high desert or any mountain climate regions, bar reinforcement must be one of the following:

- 1. Epoxy-coated bar reinforcement under section 52-2.03B except bars must comply with either ASTM A 706/A 706M; ASTM A 996/A 996M; or ASTM A 615/A 615M, Grade 40 or 60. Bars must be handled under ASTM D 3963/D 3963M and section 52-2.02C.
- 2. Low carbon, chromium steel bar complying with ASTM A 1035/A 1035M

# Replace the paragraphs in section 40-1.02E with:

01-20-12

Tie bars must be deformed bars.

If the project is not shown to be in high desert or any mountain climate region, tie bars must be one of the following:

- 1. Epoxy-coated bar reinforcement. Bars must comply with either section 52-2.02B or 52-2.03B except bars must comply with either ASTM A 706/A 706M; ASTM A 996/A 996M; or ASTM A 615/A 615M, Grade 40 or 60.
- 2. Stainless-steel bars. Bars must be descaled, pickled, polished, and solid stainless-steel bars under ASTM A 955/A 955M, Grade 60, UNS Designation S31603 or S31803.
- 3. Low carbon, chromium-steel bars under ASTM A 1035/A 1035M.

If the project is shown to be in high desert or any mountain climate region, tie bars must be one of the following:

- 1. Epoxy-coated bar reinforcement. Bars must comply with section 52-2.03B except bars must comply with either ASTM A 706/A 706M; ASTM A 996/A 996M; or ASTM A 615/A 615M, Grade 40 or 60.
- 2. Stainless-steel bars. Bars must be descaled, pickled, polished, and solid stainless-steel bars under ASTM A 955/A 955M, Grade 60, UNS Designation S31603 or S31803.

Fabricate, sample, and handle epoxy-coated tie bars under ASTM D 3963/D 3963M, section 52-2.02C, or section 52-2.03C.

Do not bend tie bars.

# Replace the 1st, 2nd, and 3rd paragraphs in section 40-1.02F with:

01-20-12

Dowel bars must be plain bars. Fabricate, sample, and handle epoxy-coated dowel bars under ASTM D 3963/D 3963M and section 52-2.03C except each sample must be 18 inches long.

If the project is not shown to be in high desert or any mountain climate region, dowel bars must be one of the following:

- 1. Epoxy-coated bars. Bars must comply with ASTM A 615/A 615M, Grade 40 or 60. Epoxy coating must comply with either section 52-2.02B or 52-2.03B.
- 2. Stainless-steel bars. Bars must be descaled, pickled, polished, and solid stainless-steel bars under ASTM A 955/A 955M, Grade 60, UNS Designation S31603 or S31803.
- 3. Low carbon, chromium-steel bars under ASTM A 1035/A 1035M.

If the project is shown to be in high desert or any mountain climate region, dowel bars must be one of the following:

115

- 1. Epoxy-coated bars. Bars must comply with ASTM A 615/A 615M, Grade 40 or 60. Epoxy coating must comply with section 52-2.03B.
- 2. Stainless-steel bars. Bars must be descaled, pickled, polished, and solid stainless-steel bars under ASTM A 955/A 955M, Grade 60, UNS Designation S31603 or S31803.

#### Replace the paragraphs in section 40-1.02G with:

01-20-12

For dowel and tie bar baskets, wire must comply with ASTM A 82/A 82M and be welded under ASTM A 185/A 185M, Section 7.4. The minimum wire-size no. is W10. Use either U-frame or A-frame shaped assemblies.

If the project is not shown to be in high desert or any mountain climate region. Baskets may be epoxy-coated, and the epoxy coating must comply with either section 52-2.02B or 52-2.03B.

If the project is shown to be in high desert or any mountain climate region, wire for dowel bar and tie bar baskets must be one of the following:

- 1. Epoxy-coated wire complying with section 52-2.03B
- Stainless-steel wire. Wire must be descaled, pickled, and polished solid stainless-steel. Wire must comply with (1) the chemical requirements in ASTM A 276/A 276M, UNS Designation S31603 or S31803 and (2) the tension requirements in ASTM A 1022/ A 1022M.

Handle epoxy-coated tie bar and dowel bar baskets under ASTM D 3963/D 3963M and either section 52-2.02B or 52-2.03B.

Fasteners must be driven fasteners under ASTM F 1667. Fasteners on lean concrete base or HMA must have a minimum shank diameter of 3/16 inch and a minimum shank length of 2-1/2 inches. For asphalt treated permeable base or cement treated permeable base, the shank diameter must be at least 3/16 inch and the shank length must be at least 5 inches.

Fasteners, clips, and washers must have a minimum 0.2-mil thick zinc coating applied by either electroplating or galvanizing.

# Replace the 1st paragraph in section 40-1.02H with:

01-20-12

Chemical adhesive for drilling and bonding dowels and tie bars must be on the Authorized Material List. The Authorized Material List indicates the appropriate chemical adhesive system for the concrete temperature and installation conditions.

#### Replace section 40-1.02I(2) with:

#### 40-1.02I(2) Silicone Joint Sealant

Silicone joint sealant must be on the Authorized Material List.

#### Replace the last sentence in section 40-1.02I(4) with:

01-20-12

01-20-12

Show evidence that the seals are compressed from 30 to 50 percent for the joint width at time of installation.

# Replace the paragraph in section 40-1.02L with:

01-20-12

Water for core drilling may be obtained from a potable water source, or submit proof that it does not contain:

- 1. More than 1,000 parts per million of chlorides as Cl
- 2. More than 1,300 parts per million of sulfates as SO<sub>4</sub>
- 3. Impurities that cause pavement discoloration or surface etching

# Replace the paragraph in section 40-1.03B with:

01-20-12

Before placing concrete pavement, develop enough water supply for the work under section 17.

### Replace the last paragraph in section 40-1.03D(1) with:

01-20-12

Removal of grinding residue must comply with section 42-1.03B.

# Replace the 1st and 2nd paragraphs in section 40-1.03E(6)(c) with:

01-20-12

Install preformed compressions seals in isolation joints if specified in the special provisions.

Install longitudinal seals before transverse seals. Longitudinal seals must be continuous except splicing is allowed at intersections with transverse seals. Transverse seals must be continuous for the entire transverse length of concrete pavement except splices are allowed for widenings and staged construction. With a sharp instrument, cut across the longitudinal seal at the intersection with transverse construction joints. If the longitudinal seal does not relax enough to properly install the transverse seal, trim the longitudinal seal to form a tight seal between the 2 joints.

If splicing is authorized, splicing must comply with the manufacturer's written instructions.

# Replace the last 2 paragraphs in section 40-1.03G with:

01-20-12

Construct additional test strips if you:

- 1. Propose different paving equipment including:
  - 1.1. Paver
  - 1.2. Dowel bar inserter
  - 1.3. Tie bar inserter
  - 1.4. Tining
  - 1.5. Curing equipment
- 2. Change concrete mix proportions

You may request authorization to eliminate the test strip if you use paving equipment and personnel from a Department project (1) for the same type of pavement and (2) completed within the past 12 months. Submit supporting documents and previous project information with your request.

# Replace the 1st paragraph in section 40-1.03l with:

01-20-12

Place tie bars in compliance with the tolerances shown in the following table:

#### **Tie Bar Tolerance**

Dimension	Tolerance
Horizontal and vertical skew	10 degrees maximum
Longitudinal translation	± 2 inch maximum
Horizontal offset (embedment)	± 2 inch maximum
Vertical depth	<ol> <li>Not less than 1/2 inch below the saw cut depth of joints</li> <li>When measured at any point along the bar, not less than 2 inches clear of the pavement's surface and bottom</li> </ol>

## Replace item 4 in the list in the 2nd paragraph in section 40-1.03l with:

01-20-12

4. Use tie bar baskets. Anchor baskets at least 200 feet in advance of pavement placement activity. If you request a waiver, describe the construction limitations or restricted access preventing the advanced anchoring. After the baskets are anchored and before paving, demonstrate the tie bars do not move from their specified depth and alignment during paving. Use fasteners to anchor tie bar baskets.

# Replace "The maximum distance below the depth shown must be 0.05 foot." in the table in section 40-1.03J with:

01-20-12

The maximum distance below the depth shown must be 5/8 inch.

#### Replace sections 40-1.03L and 40-1.03M with:

01-20-12

40-1.03L Finishing 40-1.03L(1) General

Reserved

40-1.03L(2) Preliminary Finishing 40-1.03L(2)(a) General

Preliminary finishing must produce a smooth and true-to-grade finish. After preliminary finishing, mark each day's paving with a stamp. The stamp must be authorized before paving starts. The stamp must be approximately 1 by 2 feet in size. The stamp must form a uniform mark from 1/8 to 1/4 inch deep. Locate the mark  $20 \pm 5$  feet from the transverse construction joint formed at each day's start of paving and  $1 \pm 0.25$  foot from the pavement's outside edge. The stamp mark must show the month, day, and year of placement and the station of the transverse construction joint. Orient the stamp mark so it can be read from the pavement's outside edge.

Do not apply more water to the pavement surface than can evaporate before float finishing and texturing are completed.

# 40-1.03L(2)(b) Stationary Side Form Finishing

If stationary side form construction is used, give the pavement a preliminary finish by the machine float method or the hand method.

If using the machine float method:

Use self-propelled machine floats.

- 2. Determine the number of machine floats required to perform the work at a rate equal to the pavement delivery rate. If the time from paving to machine float finishing exceeds 30 minutes, stop pavement delivery. When machine floats are in proper position, you may resume pavement delivery and paving.
- Run machine floats on side forms or adjacent pavement lanes. If running on adjacent pavement, protect the adjacent pavement surface under section 40-1.03P. Floats must be hardwood, steel, or steel-shod wood. Floats must be equipped with devices that adjust the underside to a true flat surface.

If using the hand method, finish pavement smooth and true to grade with manually operated floats or powered finishing machines.

# 40-1.03L(2)(c) Slip-Form Finishing

If slip-form construction is used, the slip-form paver must give the pavement a preliminary finish. You may supplement the slip-form paver with machine floats.

Before the pavement hardens, correct pavement edge slump in excess of 0.02 foot exclusive of edge rounding.

# 40-1.03L(3) Final Finishing

After completing preliminary finishing, round the edges of the initial paving widths to a 0.04-foot radius. Round transverse and longitudinal construction joints to a 0.02-foot radius.

Before curing, texture the pavement. Perform initial texturing with a burlap drag or broom device that produces striations parallel to the centerline. Perform final texturing with a steel-tined device that produces grooves parallel with the centerline.

Construct longitudinal grooves with a self-propelled machine designed specifically for grooving and texturing pavement. The machine must have tracks to maintain constant speed, provide traction, and maintain accurate tracking along the pavement surface. The machine must have a single row of rectangular spring steel tines. The tines must be from 3/32 to 1/8 inch wide, on 3/4-inch centers, and must have enough length, thickness, and resilience to form grooves approximately 3/16 inch deep. The machine must have horizontal and vertical controls. The machine must apply constant down pressure on the pavement surface during texturing. The machines must not cause ravels.

Construct grooves over the entire pavement width in a single pass except do not construct grooves 3 inches from the pavement edges and longitudinal joints. Final texture must be uniform and smooth. Use a guide to properly align the grooves. Grooves must be parallel and aligned to the pavement edge across the pavement width. Grooves must be from 1/8 to 3/16 inch deep after the pavement has hardened.

For irregular areas and areas inaccessible to the grooving machine, you may hand-construct grooves under section 40-1.03L(2) using the hand method. Hand-constructed grooves must comply with the specifications for machine-constructed grooves.

Initial and final texturing must produce a coefficient of friction of at least 0.30 when tested under California Test 342. Notify the Engineer when the pavement is scheduled to be opened to traffic to allow at least 25 days for the Department to schedule testing for coefficient of friction. Notify the Engineer when the pavement is ready for testing which is the latter of:

- 1. Seven days after paving
- 2. When the pavement has attained a modulus of rupture of 550 psi

The Department tests for coefficient of friction within 7 days of receiving notification that the pavement is ready for testing.

Do not open the pavement to traffic unless the coefficient of friction is at least 0.30.

#### 40-1.03M Reserved

#### Replace the 4th paragraph of 40-1.03P with:

01-20-12

Construct crossings for traffic convenience. If authorized, you may use RSC for crossings. Do not open crossings until the Department determines that the pavement's modulus of rupture is at least 550 psi under California Test 523 or California Test 524.

### Replace the 1st paragraph of section 40-6.01A with:

01-20-12

Section 40-6 includes specifications for applying a high molecular weight methacrylate resin system to pavement surface cracks that do not extend the full slab depth.

## Replace the 4th paragraph of section 40-6.01C(2) with:

01-20-12

If the project is in an urban area adjacent to a school or residence, the public safety plan must also include an airborne emissions monitoring plan prepared by a CIH certified in comprehensive practice by the American Board of Industrial Hygiene. Submit a copy of the CIH's certification. The CIH must monitor the emissions at a minimum of 4 points including the mixing point, the application point, and the point of nearest public contact. At work completion, submit a report by the industrial hygienist with results of the airborne emissions monitoring plan.

Delete the 1st sentence of the 2nd paragraph in section 40-6.02B.

01-20-12

# Replace item 4 in the list in the last paragraph in section 40-6.03A with:

01-20-12

4. Coefficient of friction is at least 0.30 under California Test 342

Replace the paragraph in section 40-6.04 with:

Not Used

01-20-12

Add to section 40:

40-7-40-15 RESERVED

01-20-12

^^^^^

# 41 CONCRETE PAVEMENT REPAIR

04-20-12

Replace "41-8" in the 3rd paragraph of section 41-7.03 with:

04-20-12

41-9



# DIVISION VI STRUCTURES 46 GROUND ANCHORS AND SOIL NAILS

04-20-12 Add to section 46-1.03B:

04-20-12

Dispose of drill cuttings under section 19-2.03B.

# Replace the 1st sentence of the 3rd paragraph of section 46-2.01A with:

04-20-12

Ground anchors must comply with section 50.

# Add to section 46-2.02B:

04-20-12

Strand tendons, bar tendons, bar couplers, and anchorage assemblies must comply with section 50.

# ^^^^^^

# 47 EARTH RETAINING SYSTEMS

02-17-12

# Replace the 2nd paragraph of section 47-2.01D with:

02-17-12

Coupler test samples must comply with minimum tensile specifications for steel wire in ASTM A 82/A 82M. Total wire slip must be at most 3/16 inch when tested under the specifications for tension testing of round wire test samples in ASTM A 370.

Replace the value for the sand equivalent requirement in the table titled "Property Requirements" in the 3rd paragraph of section 47-2.02C with:

12 minimum

01-20-12

# Replace the 1st paragraph of section 47-2.02E with:

02-17-12

Steel wire must comply with ASTM A 82/A 82M. Welded wire reinforcement must comply with ASTM A 185/A 185M.

^^^^^

# **48 TEMPORARY STRUCTURES**

09-16-11

Replace the 7th paragraph of section 48-2.01C(2) with:

09-16-11

If you submit multiple submittals at the same time or additional submittals before review of a previous submittal is complete:

1. You must designate a review sequence for submittals



2. Review time for any submittal is the review time specified plus 15 days for each submittal of higher priority still under review

**^^^^^^^** 

# 49 PILING

04-20-12 Add to section 49-1.03:

04-20-12

Dispose of drill cuttings under section 19-2.03B.

# Replace the 2nd paragraph of section 49-2.01D with:

01-20-12

Furnish piling is measured along the longest side of the pile from the specified tip elevation shown to the plane of pile cutoff.

# Add to section 49-3.01A:

01-20-12

Concrete must comply with section 51.

# Replace the 1st paragraph of section 49-3.01C with:

01-20-12

Except for CIDH concrete piles constructed under slurry, construct CIP concrete piles such that the excavation methods and the concrete placement procedures provide for placing the concrete against undisturbed material in a dry or dewatered hole.

# Replace "Reserved" in section 49-3.02A(2) with:

01-20-12

# dry hole:

- 1. Except for CIDH concrete piles specified as end bearing, a drilled hole that:
  - 1.1. Accumulates no more than 12 inches of water in the bottom of the drilled hole during a period of 1 hour without any pumping from the hole during the hour.
  - 1.2. Has no more than 3 inches of water in the bottom of the drilled hole immediately before placing concrete.
- 2. For CIDH concrete piles specified as end bearing, a drilled hole free of water without the use of pumps.

#### Replace "Reserved" in section 49-3.02A(3)(a) with:

01-20-12

If plastic spacers are proposed for use, submit the manufacturer's data and a sample of the plastic spacer. Allow 10 days for review.

#### Replace item 2 in the list in the 1st paragraph of section 49-3.02A(3)(g) with:

- 2. Be sealed and signed by an engineer who is registered as a civil engineer in the State. This requirement is waived for either of the following conditions:
  - 2.1. The proposed mitigation will be performed under the current Department-published version of ADSC Standard Mitigation Plan 'A' Basic Repair without exception or modification.
  - 2.2. The Engineer determines that the rejected pile does not require mitigation due to structural, geotechnical, or corrosion concerns, and you elect to repair the pile using the current Department-published version of *ADSC Standard Mitigation Plan 'B' Grouting Repair* without exception or modification.

# Replace item 1 in the list in the 1st paragraph of section 49-3.02A(4)(d)(ii) with:

01-20-12

01-20-12

 Inspection pipes must be schedule 40 PVC pipe complying with ASTM D 1785 with a nominal pipe size of 2 inches. Watertight PVC couplers complying with ASTM D 2466 are allowed to facilitate pipe lengths in excess of those commercially available. Log the location of the inspection pipe couplers with respect to the plane of pile cutoff.

# Add to section 49-3.02A(4)(d)(iv):

01-20-12

If the Engineer determines it is not feasible to use one of ADSC's standard mitigation plans to mitigate the pile, schedule a meeting and meet with the Engineer before submitting a nonstandard mitigation plan.

The meeting attendees must include your representatives and the Engineer's representatives involved in the pile mitigation. The purpose of the meeting is to discuss the type of pile mitigation acceptable to the Department.

Provide the meeting facility. The Engineer conducts the meeting.

#### Replace the 1st paragraph of section 49-3.02B(5) with:

01-20-12

Grout used to backfill casings must comply with section 50-1.02C, except:

- 1. Grout must consist of cementitious material and water, and may contain an admixture if authorized. Cementitious material must comply with section 90-1.02B, except SCMs are not required. The minimum cementitious material content of the grout must not be less than 845 lb/cu yd of grout.
- 2. Aggregate must be used to extend the grout as follows:
  - 2.1. Aggregate must consist of at least 70 percent fine aggregate and approximately 30 percent pea grayel, by weight.
  - 2.2. Fine aggregate must comply with section 90-1.02C(3).
  - 2.3. Size of pea gravel must be such that 100 percent passes the 1/2-inch sieve, at least 90 percent passes the 3/8-inch sieve, and not more than 5 percent passes the no. 8 sieve.
- California Test 541 is not required.
- 4. Grout is not required to pass through a sieve with a 0.07-inch maximum clear opening before being introduced into the grout pump.

#### Replace section 49-3.02B(8) with:

01-20-12

#### 49-3.02B(8) Spacers

Spacers must comply with section 52-1.03D, except you may use plastic spacers.

Plastic spacers must:

- Comply with sections 3.4 and 3.5 of the Concrete Reinforcing Steel Institute's Manual of Standard Practice
- 2. Have at least 25 percent of their gross plane area perforated to compensate for the difference in the coefficient of thermal expansion between the plastic and concrete
- 3. Be of commercial quality

### Add to section 49-3.02C(4):

01-20-12

Unless otherwise shown, the bar reinforcing steel cage must have at least 3 inches of clear cover measured from the outside of the cage to the sides of the hole or casing.

Place spacers at least 5 inches clear from any inspection tubes.

Place plastic spacers around the circumference of the cage and at intervals along the length of the cage, as recommended by the manufacturer.

### ^^^^^^

### 50 PRESTRESSING CONCRETE

04-20-12

Replace "diameter" in item 9 in the list in the 1st paragraph of section 50-1.02D with:

04-20-12

cross-sectional area

### Add to section 50-1.02:

09-16-11

#### 50-1.02G Sheathing

Sheathing for debonding prestressing strand must:

- 1. Be split or un-split flexible polymer plastic tubing
- 2. Have a minimum wall thickness of 0.025 inch
- 3. Have an inside diameter exceeding the maximum outside diameter of the strand by 0.025 to 0.14 inch

Split sheathing must overlap at least 3/8 inch.

Waterproofing tape used to seal the ends of the sheathing must be flexible adhesive tape.

The sheathing and waterproof tape must not react with the concrete, coating, or steel.

#### Add to section 50-1.03B(1):

01-20-12

After seating, the maximum tensile stress in the prestressing steel must not exceed 75 percent of the minimum ultimate tensile strength shown.

### Add to section 50-1.03B(2):

09-16-11

### 50-1.03B(2)(e) Debonding Prestressing Strands

Where shown, debond prestressing strands by encasing the strands in plastic sheathing along the entire length shown and sealing the ends of the sheathing with waterproof tape.

Distribute the debonded strands symmetrically about the vertical centerline of the girder. The debonded lengths of pairs of strands must be equal.

Do not terminate debonding at any one cross section of the member for more than 40 percent of the debonded strands or 4 strands, whichever is greater.

Thoroughly seal the ends with waterproof tape to prevent the intrusion of water or cement paste before placing the concrete.

^^^^^^

### 51 CONCRETE STRUCTURES

04-20-12 Add to section 51-1.03C(2)(c)(i):

04-20-12

Permanent steel deck forms are only allowed where shown or if specified as an option in the special provisions.

### Replace the 3rd paragraph of section 51-1.03C(2)(c)(ii) with:

04-20-12

Compute the physical design properties under AISI's North American Specification for the Design of Cold-Formed Steel Structural Members.

### Add to section 51-1.03E(5):

08-05-11

Drill the holes without damaging the adjacent concrete. If reinforcement is encountered during drilling before the specified depth is attained, notify the Engineer. Unless coring through the reinforcement is authorized, drill a new hole adjacent to the rejected hole to the depth shown.

### Replace "Reserved" in section 51-1.03F(5)(b) with:

04-20-12

### 51-1.03F(5)(b)(i) General

Except for bridge widenings, texture the bridge deck surfaces longitudinally by grinding and grooving or by longitudinal tining.

For bridge widenings, texture the deck surface longitudinally by longitudinal tining. Grinding and grooving is not allowed.

In freeze-thaw areas, do not texture PCC surfaces of bridge decks.

### 51-1.03F(5)(b)(ii) Grinding and Grooving

When texturing the deck surface by grinding and grooving, place a 1/4 inch of sacrificial concrete cover on the bridge deck above the finished grade shown. Place items to be embedded in the concrete based on the final profile grade elevations shown. Construct joint seals after completing the grinding and grooving.

Before grinding and grooving, deck surfaces must comply with the smoothness and deck crack treatment requirements.

Grind and groove the deck surface as follows:

1. Grind the surface to within 18 inches of the toe of the barrier under section 42-3. Grinding must not reduce the concrete cover on reinforcing steel to less than 1-3/4 inches.

Groove the ground surfaces longitudinally under section 42-2. The grooves must be parallel to the centerline.

### 51-1.03F(5)(b)(iii) Longitudinal Tining

When texturing the deck surface by longitudinal tining, perform initial texturing with a burlap drag or broom device that produces striations parallel to the centerline. Perform final texturing with spring steel tines that produce grooves parallel with the centerline.

The tines must:

- 1. Be rectangular in cross section
- 2. Be from 3/32 to 1/8 inch wide on 3/4-inch centers
- 3. Have enough length, thickness, and resilience to form grooves approximately 3/16 inch deep

Construct grooves to within 6 inches of the layout line of the concrete barrier toe. Grooves must be from 1/8 to 3/16 inch deep and 3/16 inch wide after concrete has hardened.

For irregular areas and areas inaccessible to the grooving machine, you may hand construct grooves. Hand-constructed grooves must comply with the specifications for machine-constructed grooves.

Tining must not cause tearing of the deck surface or visible separation of coarse aggregate at the surface.

### Replace the 2nd and 3rd paragraphs of section 51-2.02B(3)(b) with:

04-20-12

Concrete saws for cutting grooves in the concrete must have diamond blades with a minimum thickness of 3/16 inch. Cut both sides of the groove simultaneously for a minimum 1st pass depth of 2 inches. The completed groove must have:

- 1. Top width within 1/8 inch of the width shown or ordered
- 2. Bottom width not varying from the top width by more than 1/16 inch for each 2 inches of depth
- 3. Uniform width and depth

Cutting grooves in existing decks includes cutting any conflicting reinforcing steel.

### Replace the 2nd paragraph of section 51-2.02E(1)(e) with:

08-05-11

Except for components in contact with the tires, the design loading must be the AASHTO LRFD Bridge Design Specifications Design Truck with 100 percent dynamic load allowance. Each component in contact with the tires must support a minimum of 80 percent of the AASHTO LRFD Bridge Design Specifications Design Truck with 100 percent dynamic load allowance. The tire contact area must be 10 inches measured normal to the longitudinal assembly axis by 20 inches wide. The assembly must provide a smooth-riding joint without slapping of components or tire rumble.

04-20-12

### Delete the 2nd paragraph of section 51-4.01A.

### Replace the 3rd paragraph of section 51-4.01C(2) with:

04-20-12

For segmental or spliced-girder construction, shop drawings must include the following additional information:

- 1. Details showing construction joints or closure joints
- 2. Arrangement of bar reinforcing steel, prestressing tendons, and pressure-grouting pipe
- 3. Materials and methods for making closures
- 4. Construction joint keys and surface treatment

### 5. Other requested information

For segmental girder construction, shop drawings must include concrete form and casting details.

### Replace the 3rd paragraph of section 51-4.02B(2) with:

04-20-12

For segmental or spliced-girder construction, materials for construction joints or closure joints at exterior girders must match the color and texture of the adjoining concrete.

### Add to section 51-4.02B(2):

04-20-12

At spliced-girder closure joints:

- 1. If shear keys are not shown, the vertical surfaces of the girder segment ends must be given a coarse texture as specified for the top surface of PC members.
- 2. Post-tensioning ducts must extend out of the vertical surface of the girder segment closure end sufficiently to facilitate splicing of the duct.

For spliced girders, pretension strand extending from the closure end of the girder segment to be embedded in the closure joint must be free of mortar, oil, dirt, excessive mill scale and scabby rust, and other coatings that would destroy or reduce the bond.

### Add to section 51-4.03B:

04-20-12

The specifications for prestressing force distribution and sequencing of stressing in the post-tensioning activity in 50-1.03B(2)(a) do not apply if post-tensioning of spliced girders before starting deck construction is described. The composite deck-girder structure must be post-tensioned in a subsequent stage.

Temporary spliced-girder supports must comply with the specifications for falsework in section 48-2.

Before post-tensioning of spliced girders, remove the forms at CIP concrete closures and intermediate diaphragms to allow inspection for concrete consolidation.

^^^^^

### **52 REINFORCEMENT**

04-20-12

Add to the list in the 3rd paragraph of section 52-1.02B:

04-20-12

9. Shear reinforcement stirrups in PC girders

#### Replace section 52-6.02D with:

10-21-11

### 52-6.02D Ultimate Butt Splice Requirements

When tested under California Test 670, ultimate butt splice test samples must demonstrate necking as either of the following:

- 1. For "Necking (Option I)," the test sample must rupture in the reinforcing bar outside of the affected zone and show visible necking.
- 2. For "Necking (Option II)," the largest measured strain must be at least:

- 2.1. Six percent for no. 11 and larger bars
- 2.2. Nine percent for no. 10 and smaller bars

### **54 WATERPROOFING**

^^^^^

04-20-12

Add between "be" and "3/8 inch" in the 3rd paragraph of section 54-4.02C:

04-20-12

at least

### ^^^^^^

### 58 SOUND WALLS

08-05-11

Replace the 1st paragraph of section 58-2.01D(5)(a) with:

08-05-11

You must employ a special inspector and an authorized laboratory to perform Level 1 inspections and structural tests of masonry to verify the masonry construction complies with section 1704, "Special Inspections," and section 2105, "Quality Assurance," of the 2007 CBC.

### ^^^^^^

# DIVISION VII DRAINAGE 70 MISCELLANEOUS DRAINAGE FACILITIES

01-20-12

Replace section 70-5.02A(2) with:

01-20-12

01-20-12

### 70-5.02A(2) Plastic Flared End Sections

Plastic flared end sections must comply with ASTM D 3350.

## DIVISION VIII MISCELLANEOUS CONSTRUCTION 72 SLOPE PROTECTION

^^^^^^

01-20-12

Replace the row under "Class" in the table titled "Concreted-Rock Grading" in section 72-3.02B with:

1/2 T	1/4 T	Light	Facing	Cobble

257

### Replace the row under "Rock class" in the table titled "Minimum Concrete Penetration" in section 72-3.03E with:

1/2 T 1/4 T Light Facing Cobble

^^^^^

### 74 PUMPING EQUIPMENT AND CONTROLS

01-20-12

Replace the 1st sentence of the 1st paragraph in section 74-2.01D(2) with:

01-20-12

01-20-12

Drainage pumps must be factory certified under ANSI/HI 14.6.

## DIVISION IX TRAFFIC CONTROL FACILITIES 83 RAILINGS AND BARRIERS

10-21-11 Add to section 83-2.02D(1):

10-21-11

For a concrete barrier transition:

- 1. Remove portions of the existing concrete barrier where shown under section 15-3
- 2. Roughen the contact surface of the existing concrete barrier
- 3. Drill and bond dowels into the existing concrete barrier under section 51-1

^^^^^

### 84 TRAFFIC STRIPES AND PAVEMENT MARKINGS

01-20-12

Replace the 1st paragraph in section 84-2.04 with:

01-20-12

A double extruded thermoplastic traffic stripe consisting of two 4-inch wide yellow stripes is measured as 2 traffic stripes.

A double sprayable thermoplastic traffic stripe consisting of two 4-inch wide yellow stripes is measured as 1 traffic stripe.

Add to section 84:

01-20-12

84-6 THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS WITH ENHANCED WET NIGHT VISIBILITY

Reserved

84-7-84-10 RESERVED



^^^^^^^

### **86 ELECTRICAL SYSTEMS**

01-20-12 **Replace section 86-2.06 with:** 

01-20-12

86-2.06 PULL BOXES 86-2.06A General 86-2.06A(1) Cover Marking

Marking must be clearly defined, uniform in depth, and parallel to either the long or short sides of the cover.

Marking letters must be 1 to 3 inches high.

Before galvanizing steel or cast iron cover, apply marking by one of the following methods:

- 1. Use cast iron strip at least 1/4 inch thick with letters raised a minimum of 1/16 inch. Fasten strip to cover with 1/4-inch flathead stainless steel machine bolts and nuts. Peen bolts after tightening.
- 2. Use sheet steel strip at least 0.027 inch thick with letters raised a minimum of 1/16 inch. Fasten strip to cover by spot welding, tack welding, or brazing, with 1/4-inch stainless steel rivets or 1/4-inch roundhead stainless steel machine bolts and nuts. Peen bolts after tightening.
- 3. Bead weld the letters on cover such that the letters are raised a minimum of 3/32 inch.

### 86-2.06A(2) Installation and Use

Space pull boxes no more than 200 feet apart. You may install additional pull boxes to facilitate the work.

You may use a larger standard size pull box than that shown on the plans or specified.

A pull box in ground or sidewalk area must be installed as follows:

- 1. Embed bottom of the pull box in crushed rock.
- 2. Place a layer of roofing paper on the crushed rock.
- 3. Place grout over the layer of roofing paper. Grout must be 0.50 to 1 inch thick and sloped toward the drain hole.
- 4. Make a 1-inch drain hole in the center of the pull box through the grout and roofing paper.
- 5. Place grout between the pull box and the pull box extension, and around conduits.

The top of the pull box must be flush with the surrounding grade or the top of an adjacent curb, except in unpaved areas where the pull box is not immediately adjacent to and protected by a concrete foundation, pole, or other protective construction. Place the pull box 1-1/4 inches above the surrounding grade. Where practical, place a pull box shown in the vicinity of curbs or adjacent to a standard on the side of the foundation facing away from traffic. If a pull box is installed in a sidewalk area, adjust the depth of the pull box so that the top of the pull box is flush with the sidewalk.

Reconstruct the sump of an existing pull box if disturbed by your activities. Remove old grout and replace with new if the sump was grouted.

### 86-2.06B Non-Traffic-Rated Pull Boxes

Reserved

### 86-2.06C Traffic Pull Boxes

Traffic pull box and cover must comply with ASTM C857, "Standard Practice for Minimum Structural Design Loading for Underground Precast Concrete Utility Structures," for HS20-44 loading. You must be able to place the load anywhere on the box and cover for 1 minute without causing cracks or permanent deformations.

Frame must be anchored to the box with 1/4 by 2-1/4 inch concrete anchors. Four concrete anchors must be included for No. 3-1/2(T) pull box; one placed in each corner. Six concrete anchors must be included

for No. 5(T) and No. 6(T) pull boxes; one placed in each corner and one near the middle of each of the longer sides.

Nuts must be zinc-plated carbon steel, vibration resistant, and have a wedge ramp at the root of the thread.

After installation of traffic pull box, install the steel cover and keep it bolted down when your activities are not in progress at the pull box. When the steel cover is placed for the final time, the cover and Z bar frame must be cleaned of debris and tightened securely.

Steel cover must be countersunk approximately 1/4 inch to accommodate the bolt head. When tightened, the bolt head must not exceed more than 1/8 inch above the top of the cover.

Concrete placed around and under traffic pull boxes must be minor concrete.

^^^^^

### 88 GEOSYNTHETICS

01-20-12

Replace the row for hydraulic bursting strength in the table in the 2nd paragraph of section 88-1.02B with:

Puncture strength, lb min ASTM D 6241 600

Replace the value for permittivity of woven fabric in the table in the 1st paragraph of section 88-1.02E with:

01-20-12

0.05

Replace the value for apparent size opening of nonwoven fabric in the table in the 1st paragraph of section 88-1.02E with:

01-20-12

0.012

### Replace the table in the 1st paragraph of section 88-1.02G with:

01-20-12

### **Sediment Filter Bag**

Droporty	Test	Va	lues
Property	1681	Woven	Nonwoven
Grab breaking load, lb, 1-inch grip min, in each direction	ASTM D 4632	200	250
Apparent elongation, percent min, in each direction	ASTM D 4632	10	50
Water flow rate, gal per minute/sq ft min and max average roll value	ASTM D 4491	100-200	75-200
Permittivity, sec <sup>-1</sup> min	ASTM D 4491	1.0	1.0
Apparent opening size, inches max average roll value	ASTM D 4751	0.023	0.012
Ultraviolet resistance, % min retained grab breaking load, 500 hr.	ASTM D 4355	70	70

### Replace the table in the 1st paragraph of section 88-1.02H with:

01-20-12

### **Temporary Cover**

Property	Test	Values		
Property	Test	Woven	Nonwoven	
Grab breaking load, lb, 1-inch grip min, in each direction	ASTM D 4632	200	200	
Apparent elongation, percent min, in each direction	ASTM D 4632	15	50	
Water flow rate, gal per minute/sq ft min and max average roll value	ASTM D 4491	4-10	80-120	
Permittivity, sec <sup>-1</sup>	ASTM D 4491	0.05	1.0	
Apparent opening size, inches max average roll value	ASTM D 4751	0.023	0.012	
Ultraviolet resistance, % min retained grab breaking load, 500 hr.	ASTM D 4355	70	70	

### DIVISION X MATERIALS 90 CONCRETE

08-05-11

Replace the 3rd paragraph of section 90-1.01C(7) with:

08-05-1

Submit weighmaster certificates in printed form or, if authorized, in electronic media. Present electronic media in a tab-delimited format on a CD or DVD. Captured data for the ingredients represented by each batch must be line feed carriage return and one line separate record with sufficient fields for the specified data.

### Replace the 3rd paragraph of section 90-3.01C(5) with:

08-05-11

Production data must be input by hand into a pre-printed form or captured and printed by the proportioning device. Present electronic media containing recorded production data in a tab-delimited format on a CD or DVD. Each capture of production data must be followed by a line feed carriage return with sufficient fields for the specified data.

^^^^^

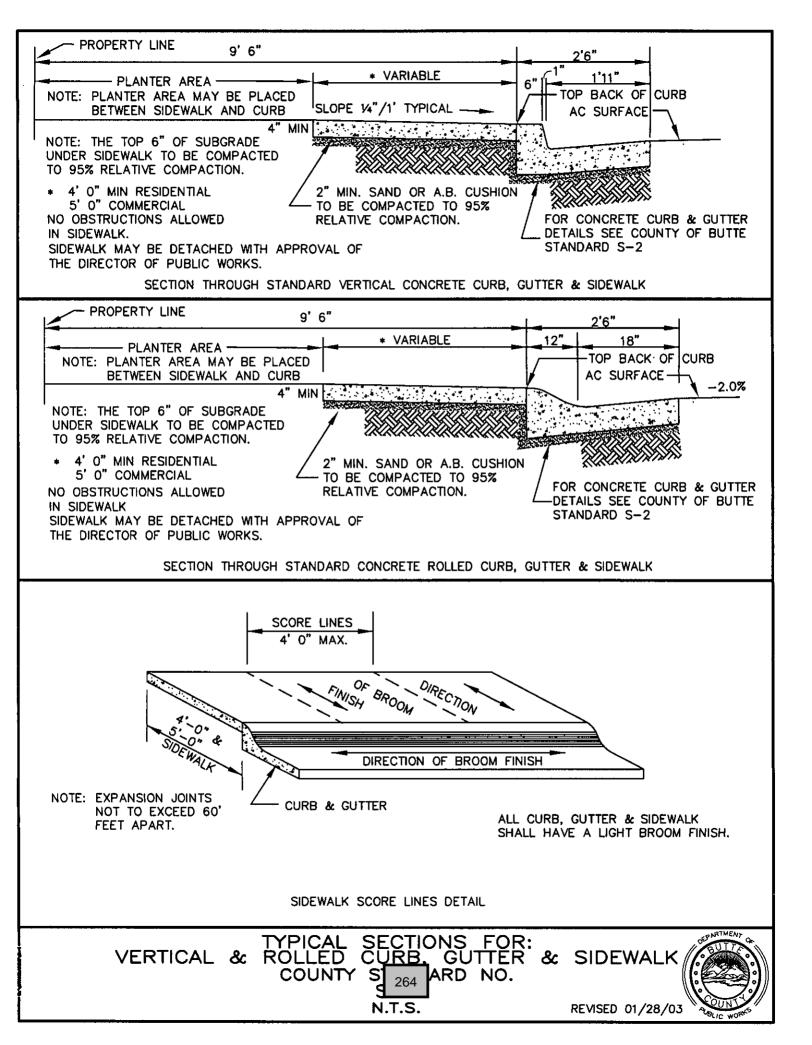
### 92 ASPHALTS

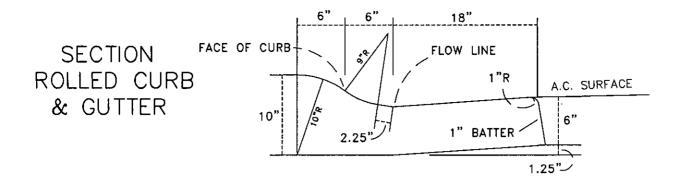
01-20-12

Replace the row for dynamic shear for original binder in the table in the 1st paragraph of section 92-1.02B with:

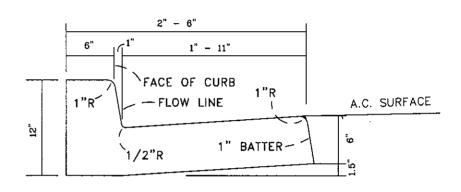
						01-	20-12
Dynamic shear,							
Test temperature at 10							
rad/s, °C	T 315	58	64	64	64	70	
min G*/sin(delta), kPa		1.00	1.00	1.00	1.00	1.00	
max G*/sin(delta), kPa		2.00	2.00	2.00	2.00	2.00	

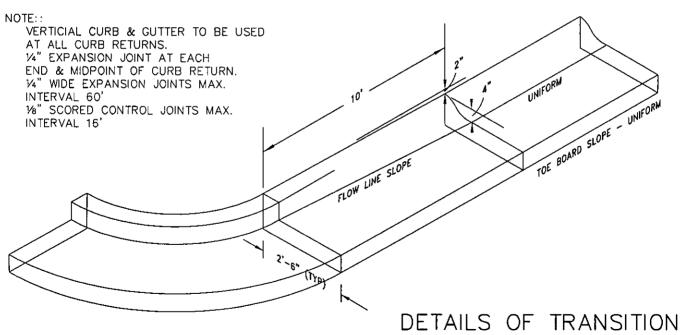
BUTTE COUNTY STANDARD DETAILS





SECTION
VERTICAL CURB
& GUTTER



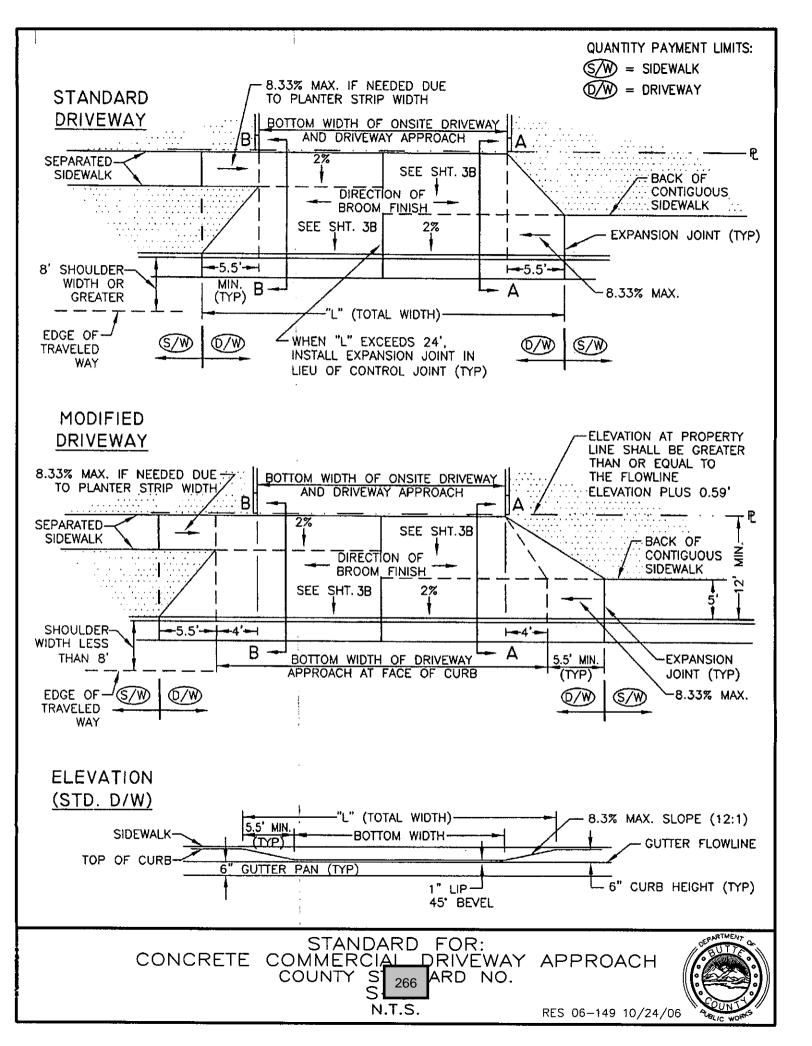


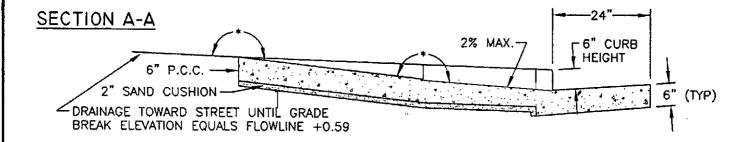
DETAILS OF TRANSITION FROM ROLLED CURB & GUTTER TO VERTICAL CURB & GUTTER

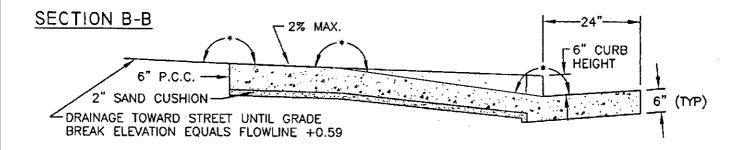
TYPICAL STANDARDS FOR CONCRETE: VERTICAL AND ROLLED CURB & GUTTER COUNTY S 265 ARD NO.

N.T.S.







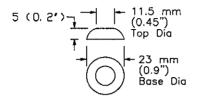


\* MAX. ALGEBRAIC DIFFERENCE OF 17.5%

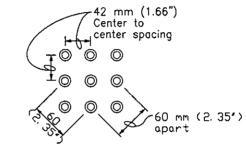
### NOTES:

- 1. STANDARD S-3A SHALL BE USED FOR COMMERCIAL AND INDUSTRIAL DEVELOPMENTS, RESIDENTIAL DEVELOPMENTS WITH GREATER THAN 8 ONSITE PARKING SPACES AND PRIVATE STREET SUBDIVISIONS.
- 2. MODIFIED DRIVEWAY SHALL BE USED WHERE ROADWAY SHOULDER IS LESS THAN 8'.
- 3. BOTTOM WIDTH OF STANDARD DRIVEWAY AT FACE OF CURB:
  - A) ONE WAY 16' MINIMUM, 24' MAXIMUM
  - B) TWO WAY 24' MINIMUM, 30' MAXIMUM
- 4. BOTTOM WIDTH OF MODIFIED DRIVEWAY AT FACE OF CURB:
  - A) ONE WAY 28' MINIMUM, 32' MAXIMUM
  - B) TWO WAY 32' MINIMUM, 38' MAXIMUM





### RAISED TRUNCATED DOME



### RAISED TRUNCATED DOME PATTERN (IN-LINE)

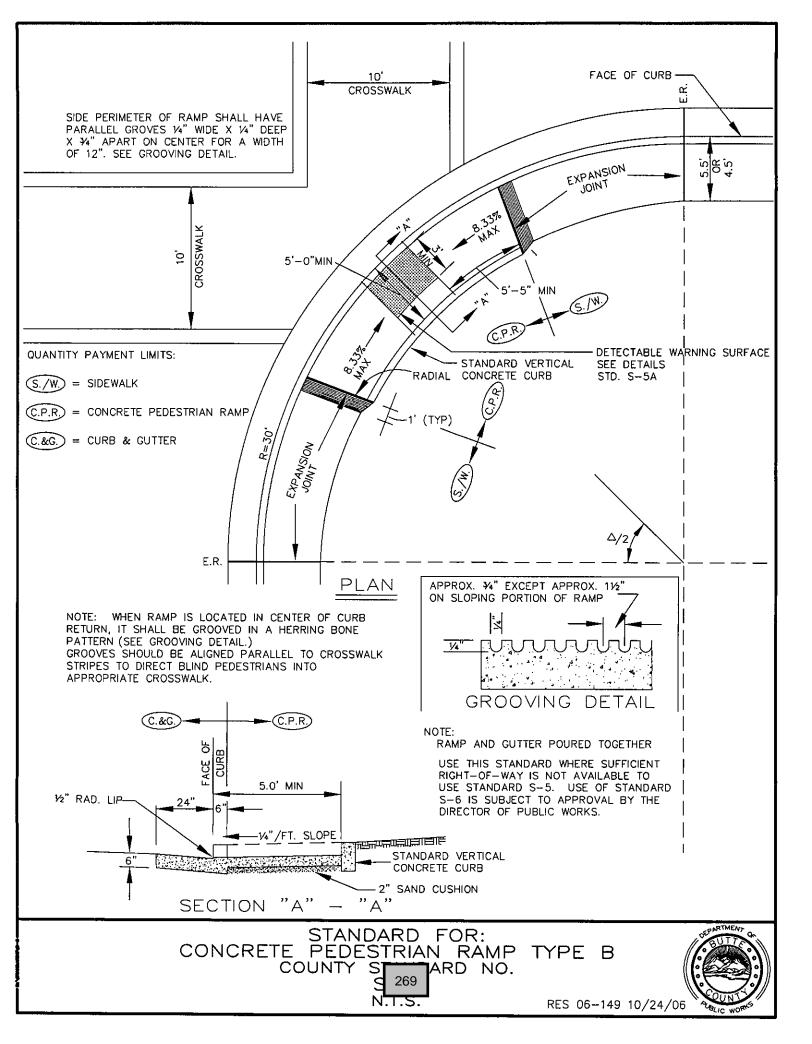
### NOTES:

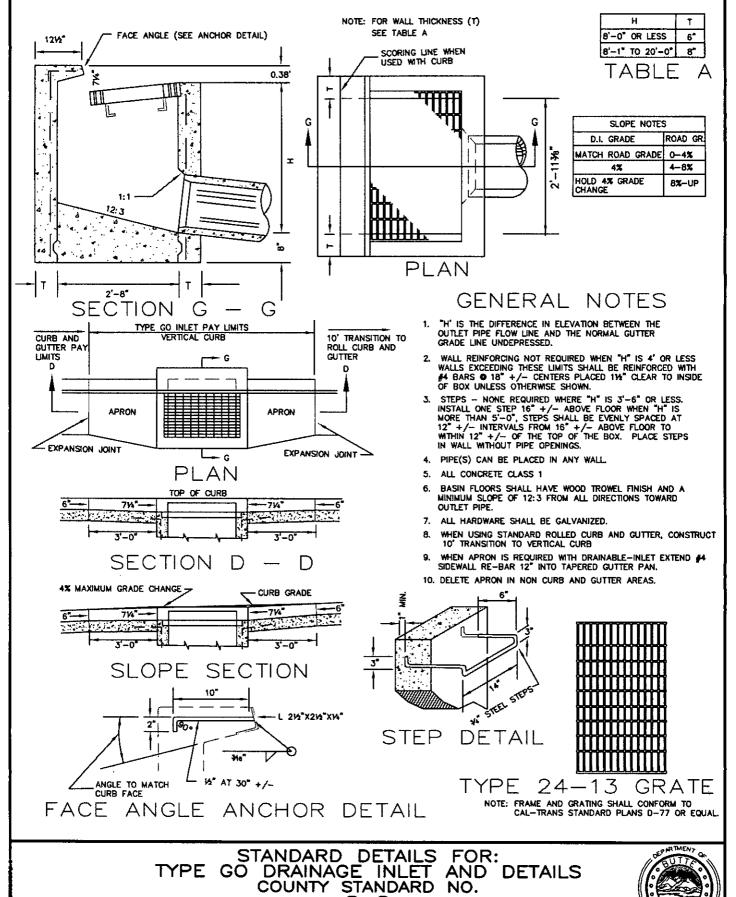
- Pedestrian ramps shall have a detectable warning surface that extends the full width and 914 mm (3'-0") depth of the ramp. Detectable Warning Surfaces shall conform to the details on this plan and the requirements in the Special Provisions.
- 2. The edge of the detectable warning surface nearest the street shall be between 150 mm (6") and 205 mm (8") from the gutter flowline.

STANDARD FOR:
DETECTABLE WARNING SURFACE
COUNTY S ARD NO.

N.T.S.

RES 06-149 10/24/06

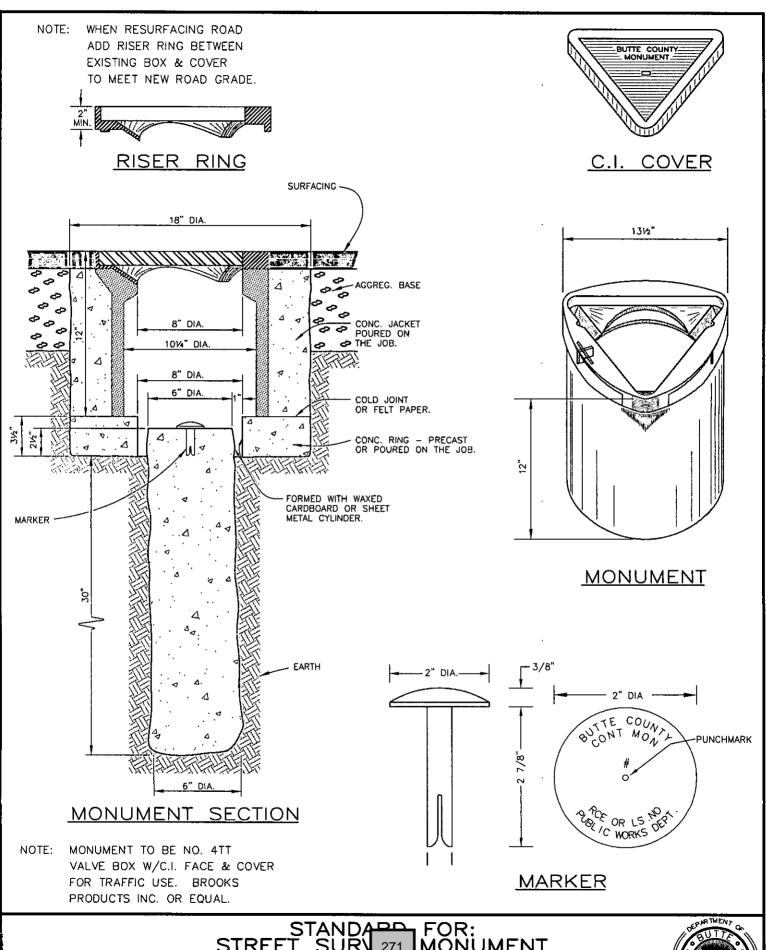




<u>.8</u>

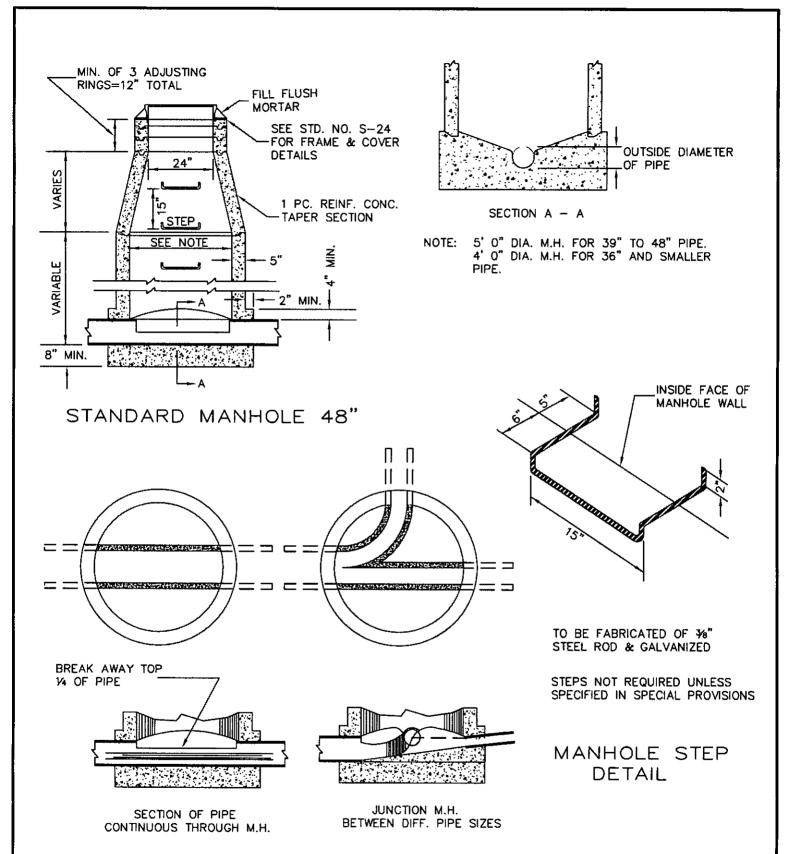
270

RES 06-149 10/24/06



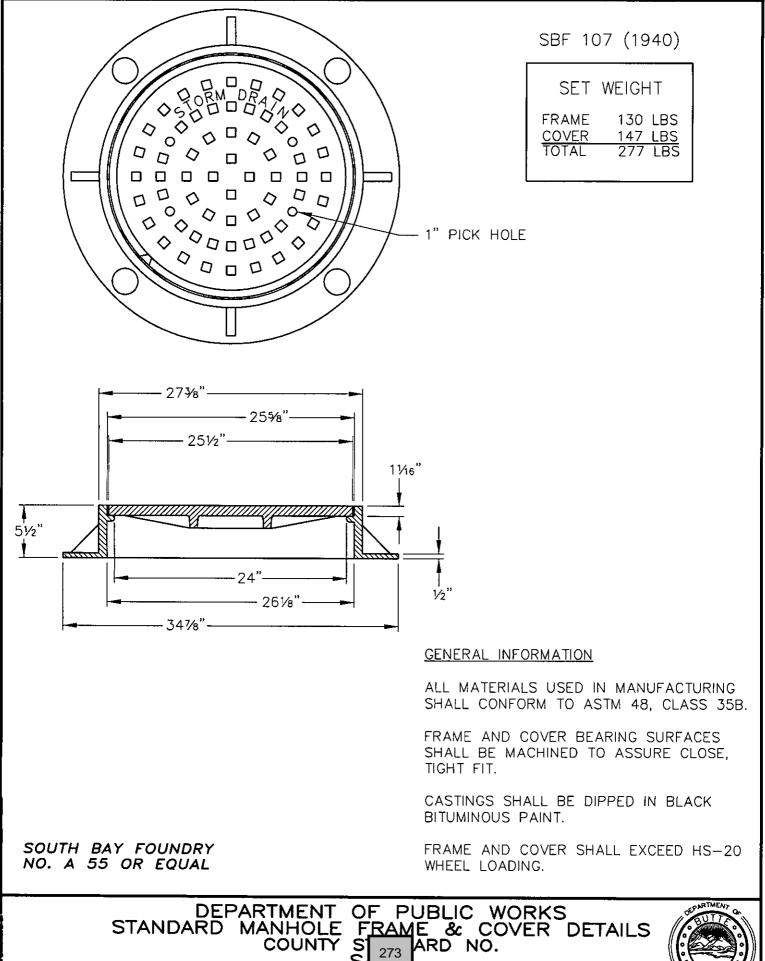
STANDARD FOR:
STREET SURV 271 MONUMENT
COUNTY STANDARD NO.
S-11
N.T.S.





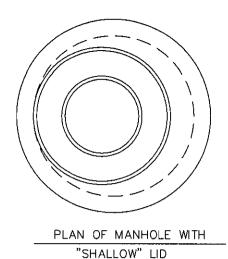
SHAPING BOTTOM OF MANHOLE

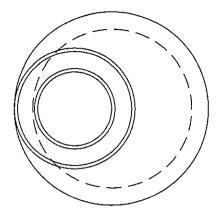




COUNTY

N.T.S.

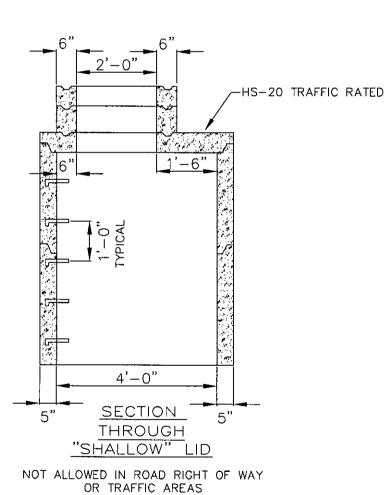




PLAN OF MANHOLE WITH ECCENTRIC TAPER

6"

5"





4'-0"

DEPARTMENT OF PUBLIC WORKS ECCENTRIC MANHOLE DETAILS COUNTY S 274 ARD NO.

N.T.S.



5"

Fed Project No.: CML 5425(022)
Town of Paradise CIP No.: 2100.50.8901.9363
Project Name: Pearson-Recreation Drive Signalization Project
Date: 8/23/2012

### Town of Paradise Construction Cost Estimate

TEM NO		UNIT		UNIT PRICE	
1	MOBILIZATION	LS	1 1	10,000.00	\$10,000
2	WATER POLLUTION CONTROL PROGRAM	LS	11	10,000.00	\$10,000
3	TRAFFIC CONTROL SYSTEM	LS	11	85,000.00	\$85,000
4	REMOVE EXISTING CURB, GUTTER AND SIDEWALK	SY	642	9.00	\$5,77.8.
5	REMOVE EXISTING RETAINING WALL	LS	1	750.00	\$750
6	REMOVE EXISTING ROADSIDE SIGN	EA	7	125.00	\$875.
7	REMOVE EXISTING TREE	EA	7	500.00	\$3,500.
8	REMOVE EXISTING CHAIN LINK FENCE	LF	69	10.00	\$690.
9	RELOCATE EXISTING SCHOOL CROSSING GUARD SHACK	LS	1	1,000.00	\$1,000.
10	RELOCATE EXISTING ROADSIDE SIGN	EA	2	200.00	\$400.
11	RELOCATE EXISTING MAILBOX	EA	15	250.00	\$3,750.
12	RELOCATE EXISTING BACKFLOW PREVENTION DEVICE	EA	1	1,000.00	\$1,000.
13	RELOCATE EXISTING IRRIGATION VALVE ADJUST EXISTING STORM DRAIN MANHOLE COVER TO	EA	1	450.00	\$450.
14	GRADE	EA	6	1,500.00	\$9,000.
15	ADJUST EXISTING VALVE BOX TO GRADE	EA	15	450.00	\$6,750.
16	ADJUST EXISTING WATER METER BOX TO GRADE	EA	14	450.00	\$6,300.
17	CLEARING AND GRUBBING	LS	1	5,000.00	\$5,000.
18	DRIVEWAY DEMOLITION	SY	668	15.00	\$10,020.
19	DEMOLITION	SY	12,639	15.00	\$189,585.
20	ROADWAY EXCAVATION	LS	1	50,000.00	\$50,000.
21	KEYSTONE RETAINING WALL NO. 1	SF	113	35.00	\$3,955.
22	KEYSTONE RETAINING WALL NO. 2	SF	185	35.00	\$6,475.
23	AGGREGATE BASE CLASS 2	CY	3,631	55.00	\$199,705.
24	INSTALL NEW ROADSIDE SIGN	EA	40	250.00	\$10,000.
25	INSTALL NEW 6-FOOT HIGH CHAIN LINK FENCE	LF	80	75.00	\$6,000.
26	INSTALL NEW 3-FOOT HIGH CHAIN LINK FENCE POST	EA	1	100.00	\$100.
27	CONCRETE RETAINING CURB	LF	212	25.00	\$5,300.
28	CONCRETE VERTICAL CURB AND GUTTER	LF	1,571	25.00	\$39,275.0
29	CONCRETE SIDEWALK	SF	4,454	6.00	\$26,724.0
30	CONCRETE SIDEWALK  CONCRETE PEDESTRIAN CURB RAMP	SF	1,044	15.00	
31	CONCRETE PEDESTRIAN CORB RAIMF	SF			\$15,660.0
32	HOT MIX ASPHALT (TYPE A)	TON	6,683	22.00	\$147,026.0
30000			3,850	75.00	\$288,750.0
33	HOT MIX ASPHALT (CONFORM AREAS)	TON	50	90.00	\$4,500.0
	GRIND 3.6" EXISTING ASPHALT CONCRETE PAVEMENT	SY	2,570	1.80	\$4,626.0
35	15" DIA. HDPE STORM DRAIN PIPE	LF	48	60.00	\$2,880.0
36	48" DIA. STORM DRAIN MANHOLE	EA	1	5,000.00	\$5,000.0
37	STORM DRAIN DROP INLET (STD S-8 TYPE GO)	EA	1	2,000.00	\$2,000.0
38	4" WHITE THE PAGE A STILL TRAFFIC STRIPE FOR PARKING LOT	LS	1	2,000.00	\$2,000.0
39	4" WHITE THERMOPLASTIC TRAFFIC STRIPE DETAIL 8	LF	4,119	0.55	\$2,265.4
40	4" WHITE THERMOPLASTIC TRAFFIC STRIPE DETAIL 27B	LF	893	0.55	\$491.1
41	4" YELLOW THERMOPLASTIC TRAFFIC STRIPE DETAIL 32	LF	6,958	0.55	\$3,826.9
42	8" WHITE THERMOPLASTIC TRAFFIC STRIPE DETAIL 38A	LF	310	1.10	\$341.0
43	6" WHITE THERMOPLASTIC TRAFFIC STRIPE DETAIL 39	LF	2,530	1.10	\$2,783.0
44	6" WHITE THERMOPLASTIC TRAFFIC STRIPE DETAIL 39A 4" DOUBLE YELLOW THERMOPLASTIC TRAFFIC STRIPE	LF	400	1.10	\$440.0
45	DETAIL 21	LF	88	0.50	\$44.0
46	4" DOUBLE YELLOW THERMOPLASTIC TRAFFIC STRIPE DETAIL 22	LF	254	0.55	¢120.7
47	12" YELLOW THERMOPLASTIC CROSSWALK	SF			\$139.7
48	THERMOPLASTIC PAVEMENT MARKINGS AND LEGENDS	SF	937	5.75	\$5,387.7 \$6,526.2
1000000	The state of the s		1,135	5.75	
49 50	PAVEMENT MARKER (RETROREFLECTIVE-RECESSED)	EA LS	206	8.00	\$1,648.0
	TRAFFIC SIGNALS AND LIGHTING		1	180,000.00	\$180,000.0
51	15" BOX TREE	EA	4	150.00	\$600.0
52	5 GALLON SHRUB	EA	6	30.00	\$180.0
53	1 GALLON SHRUB	EA	12	20.00	\$240.0
54	1 GALLON GROUND COVER	EA	8	15.00	\$120.0
55	TREE WELL TOPSOIL	CY	1	80.00	\$80.0
56	PRE-EMERGENT	SF	350	0.10	\$35.0
57	SOIL PREPARATION	SF	350	0.50	\$175.0
58	BARK MULCH	CY	3	65.00	\$195.00
59	IRRIGATION SYSTEM	SF	545	1.50	\$817.50
60	TREE WELL	EA	2	1,580.00	\$3,160.00
61	90 DAY LANDSCAPE MAINTENANCE	LS	1	1,500.00	\$1,500.00

Subtotal \$1,380,819.00

Construction Contingency (@ 10%) \$138,081.00

Construction Engineering (@ 8%) \$105,708.00

ENGINEERS ESTIMATE TOTAL \$1,624,608.00

RCE No. 45328 Exp. 09/30/12



### Town of Paradise Council Agenda Summary Date: October 9, 2012

Agenda Item: 7d

Originated and Reviewed by:

Lauren Gill, Assistant Town Manager

**Subject:** Small modification to the approved FY2012/13 Budget related to

the Administrative Analyst (Business & Housing) position

### **Council Action Requested:**

1. Consider the transition in the Town Manager's office and ensure appropriate staffing; AND

2. Approve a small modification to the approved FY2012/13 Budget; including the unfreezing of the Administrative Analyst (Business & Housing) position effective immediately and the elimination of the Administrative Assistant II position that was to be implemented 01/01/2013.

### **Background:**

The Administrative Analyst (Business & Housing) position was frozen as of September 6, 2012 as a result of the employee's decision to terminate her employment due to urgent personal family matters. As a temporary measure, the Housing Coordinator has been performing the duties of this position, in part, as well as the Housing Analyst duties, until more housing funds are secured.

In the 2012/13 budget, an Administrative Assistant II position was proposed as a consolidated position to encompass the Business and Housing Administrative Analyst duties along with the Executive Assistant support to the Town Manager. After further review, it has been deemed inconsistent to classify the predominately grant funded Administrative Analyst (Business & Housing) position to a lower level position since the nature of work and level of responsibility will not decline.

### **Discussion:**

As the retirement of the Town Manager and his Executive Assistant grows near, it has become abundantly clear that the Administrative Analyst position needs to be filled sooner rather than later. This is a critical position to assist not only the Interim Town Manager in her duties, but also to maintain the grant related functions that are required by the grant monies that the Town receives. The position is predominately paid for by grant funds and will be performing and assisting with a large share of grant related work, while the actual oversight of all grants are under the Interim Town Manager's position as approved by the 2012/13 budget.

Filling the position prior to the departure of the current Executive Assistant will allow a short period of time for a valuable hand-over to the new Administrative Analyst. This approval will ensure appropriate staffing in a timely manner by filling a critical role necessary for the successful transition and execution of the duties of the Town Manager's office.

### **Recommendation:**

It is recommended that the budget be slightly modified to fill the Administrative Analyst (Business & Housing) position to continue assisting the Assistant Town Manager with numerous grant funded projects. In addition, this position will be taking over the current duties of the Executive Assistant to the Town Manager.

In order to create a smooth and successful transition when the Assistant Town Manager assumes the role of Interim Town Manager on January 1, 2013, staff is recommending that Council fund this position prior to January 1, 2013 (probable hire date of November 15, 2012) so that the position can be filled and training can take place before January 1, 2013.

### **Fiscal Impact Analysis:**

This recommended budget adjustment will have a small, approximately \$1,454, impact to the General Fund as the position is predominantly funded by grants.