



**REGULAR CITY COUNCIL MEETING  
MEETING AGENDA  
WEDNESDAY, APRIL 26, 2017**

**Closed Session Meeting – 6:00 PM  
Regular Meeting - 6:30 PM**

**City Hall – Beryl P. Robinson, Jr. Conference Room  
317 Broad Street, Nevada City, CA 95959**

**MISSION STATEMENT**

*The City of Nevada City is dedicated to preserving and enhancing its small town character and historical architecture while providing quality public services for our current and future residents, businesses and visitors.*

**Evans Phelps, Mayor**

**Reinette Senum, Council Member  
David Parker, Council Member**

**Duane Strawser, Vice Mayor  
Valerie Moberg, Council Member**

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The City Council welcomes you to its meetings which are scheduled at 6:30 PM on the 2<sup>nd</sup> and 4<sup>th</sup> Wednesdays of each month. Your interest is encouraged and appreciated. This meeting is recorded on DVD and is televised on local public television Channel 17. Other special accommodations may be requested to the City Clerk 72 hours in advance of the meeting. Please turn off all cell phones or similar devices. Action may be taken on any agenda item. Agenda notices are available at City Hall. Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Hall at 317 Broad Street, Nevada City, CA during normal business hours.

**ANY MEMBER OF THE PUBLIC DESIRING TO ADDRESS THE COUNCIL ON ANY ITEM ON THIS AGENDA:** After receiving recognition from the Mayor, give your name and address, and then your comments or questions. Please direct your remarks to the Councilmembers. In order that all interested parties have an opportunity to speak, please limit your comments to the specific item under discussion. All citizens will be afforded an opportunity to speak, consistent with their Constitutional rights. Time limits shall be at the Mayor's discretion. **IF YOU CHALLENGE** the Council's decision on any matter in court, you will be limited to raising only those issues you or someone else raised at the meeting or Public Hearing described on this agenda, or in written correspondence delivered to the City Council at, or prior to, the meeting or Public Hearing.

**CLOSED SESSION MEETING – 6:00 PM**

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION pursuant to Government Code §54956.9 – Significant exposure to litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 3 potential cases.

**REGULAR MEETING – 6:30 PM - Call to Order**

**Roll Call:** Moberg, Parker, Senum, Vice Mayor Strawser, & Mayor Phelps

**PLEDGE OF ALLEGIANCE**

**PROCLAMATION:**

**PRESENTATIONS:**

**BUSINESS FROM THE FLOOR**

## 1. PUBLIC COMMENT

Under Government Code Section 54954.3, members of the public are entitled to address the City Council concerning any item within the Nevada City Council's subject matter jurisdiction. Comments on items NOT ON THE AGENDA are welcome at this time. Normally, public comments are limited to no more than three minutes each. **Except for certain specific exceptions, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda.**

## 2. COUNCIL MEMBERS REQUESTED ITEMS AND COMMITTEE REPORTS:

### 3. CONSENT ITEMS:

All matters listed under the Consent Calendar are to be considered routine by the City Council and will be enacted by one motion in the form listed. There will be no separate discussion of these items unless, before the City Council votes on the motion to adopt, members of the Council, City staff or the public request specific items to be removed from the Consent Calendar for separate discussion and action.

**A. Subject:** Fire Activity Report – March 2017

**Recommendation:** Receive and file.

**B. Subject:** Joint Operational Area Firefighter Minimum Qualifications Amendment

**Recommendation:** Receive and file, informational only.

**C. Subject:** Award of Contract for Nevada City Tree Removal / Tree Mortality Grant Program in Nevada City

**Recommendation:** Pass a Motion awarding a contract to Ridge Logging in the amount of \$119,000 plus \$20,000 contingencies for Nevada City Tree Removal / Tree Mortality Grant Program and authorize the Mayor to sign.

## 4. APPROVAL OF ACTION MINUTES:

**A.** City Council Meeting – April 12, 2017

## 5. DEPARTMENT REQUESTED ACTION ITEMS AND UPDATE REPORTS:

**A. Subject:** Yuba Village Building Convergence (Commercial Street) Street Closure Request

**Recommendation:** Review and authorize street closure request per application with recommended conditions.

**B. Subject:** City of Nevada City Annual and Five Year Review and Update of the Development Fee Program

**Recommendation:** Pass Resolution 2017-XX adopting the City of Nevada City annual and five year review and update of development fees.

**C. Subject:** Appointment of City Council Representative to Nevada City Elementary School Subcommittee

**Recommendation:** Pass a motion providing a City Council representative to the Nevada City Elementary School Subcommittee.

- D. Subject:** Consideration of Ordinance Prohibiting Fireworks in Nevada City  
**Recommendation:** Due to the risk of catastrophic fire resulting from the use of fireworks in Nevada City, the Fire Chief is recommending the City Council consider providing direction to staff to develop for Council consideration an ordinance prohibiting the possession, sale and use of fireworks.

**6. PUBLIC HEARINGS:**

- A. Subject:** An Ordinance of the City of Nevada City Amending Section 9.16.010 of Chapter 9.16.010 Alcoholic Beverages of the Nevada City Municipal Code Regulating Consumption of Alcoholic Beverages in the Historical District (First Reading)  
**Recommendation:** Hold a public hearing and first reading of the proposed ordinance.

**7. OLD BUSINESS:**

- A. Subject:** “ParkEasy Nevada City” Parking Expansion Strategy  
**Recommendation:** Pass a Motion authorizing the City Manager or designee to proceed with implementation of the “ParkEasy Nevada City” Parking Expansion Strategy; provide direction to staff to develop recommendations for improving wayfinding (directional signage).

**8. NEW BUSINESS:**

**9. CORRESPONDENCE:**

**10. ANNOUNCEMENTS:**

**11. CITY MANAGER’S REPORT:**

**12. ADJOURNMENT**

**Certification of Posting of Agenda**

I, Mark Prestwich, City Manager for the City of Nevada City, declare that the foregoing agenda for the April 26, 2017 Regular Meeting of the Nevada City City Council was posted April 21, 2017 at the office of the City of Nevada City (City Hall). The agenda is also posted on the City’s website [www.nevadacityca.gov](http://www.nevadacityca.gov).

Signed April 21, 2017 at Nevada City, California

\_\_\_\_\_, Mark Prestwich, City Manager

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**CITY OF NEVADA CITY  
City Council  
Long Range Calendar**

May 10, 2017	Regular Council Meeting
May 17, 2017	Special Council Meeting – Budget Workshop (9:00AM)
May 24, 2017	Regular Council Meeting
May 29, 2017	City Hall Closed – Memorial Day Holiday
June 14, 2017	Regular Council Meeting
June 28, 2017	Regular Council Meeting

NOTE: This list is for planning purposes; items may shift depending on timing and capacity of a meeting.

**NOTICE:** *As presiding officer, the Mayor has the authority to preserve order at all City Council meetings, to remove or cause the removal of any person from any such meeting for disorderly conduct, or for making personal, impertinent, or slanderous remarks, using profanity, or becoming boisterous, threatening or personally abusive while addressing said Council and to enforce the rules of the Council.*

# REPORT TO CITY COUNCIL

City of Nevada City  
317 Broad Street  
Nevada City, CA 95959  
[www.nevadacityca.gov](http://www.nevadacityca.gov)

April 26, 2017

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**TITLE:** Fire Activity Report – March 2017

**RECOMMENDATION:** Receive and file.

**CONTACT:** Sam Goodspeed, Fire Chief

SG

**BACKGROUND / DISCUSSION:** The attached Fire Activity Report reviews the monthly responses including incident type, location and participation for Nevada City Fire Station 54.

**ENVIRONMENTAL CONSIDERATIONS:** Not applicable.

**FISCAL IMPACT:** Not applicable.

**ATTACHMENTS:**

- ✓ Station 54 Incident Responses
- ✓ Nevada City Incident Responses
- ✓ Station 54 Incident Type Summary
- ✓ Year to Date Incident Participation

## Station 54 Incident Responses

Alarm Date Between {03/01/2017} And {03/31/2017}

Alm Date	Alm Time	Location	Incident Type
03/01/2017	04:05:00	825 Old Tunnel RD /301/Gr	554 Assist invalid
03/01/2017	05:44:00	Prospect CT & Prospect ST	552 Police matter
03/01/2017	10:09:30	15153 Abbey CT /Nevada Ci	321 EMS call, excluding vehicle
03/01/2017	15:23:00	15434 State Highway 49 HW	131 Passenger vehicle fire
03/01/2017	15:40:00	2044 Nevada City HWY /Gra	735 Alarm system sounded due to
03/01/2017	18:06:00	State Hwy 49 1/8 mile sou	324 Motor Vehicle Accident with
03/01/2017	20:16:50	Tensy Ln. one mile in fro	311 Medical assist, assist EMS c
03/02/2017	11:44:57	12134 Gayle LANE /Nevada	311 Medical assist, assist EMS c
03/02/2017	14:16:26	11761 Ridge RD /Grass Val	735 Alarm system sounded due to
03/02/2017	20:16:39	760 ZION ST /Nevada City,	412 Gas leak (natural gas or LPG
03/03/2017	18:38:00	Lake Vera -Purdon Road /N	320 Emergency medical service, o
03/03/2017	22:59:00	18280 Augustine Road /Nev	600 Good intent call, Other
03/04/2017	00:07:00	173 Hallwood LN /Nevada C	321 EMS call, excluding vehicle
03/04/2017	15:24:00	428 Brunswick RD /Grass V	321 EMS call, excluding vehicle
03/05/2017	08:02:00	Gold Flat RD & State High	324 Motor Vehicle Accident with
03/05/2017	13:04:00	825 Old Tunnel RD /Grass	300 Rescue, EMS incident, other
03/05/2017	16:32:00	13360 Rocky LANE /Grass V	111 Building fire
03/05/2017	17:54:00	131 Eureka ST /Grass Vall	311 Medical assist, assist EMS c
03/05/2017	18:18:00	19 Primrose LANE /Grass V	311 Medical assist, assist EMS c
03/06/2017	07:40:00	421 Nimrod ST /Nevada Cit	733 Smoke detector activation du
03/06/2017	09:17:00	423 Nimrod ST /Nevada Cit	743 Smoke detector activation, n
03/07/2017	06:15:00	12812 Quaker Hill Cross R	321 EMS call, excluding vehicle
03/07/2017	06:46:34	Cherry Creek RD & State H	324 Motor Vehicle Accident with
03/07/2017	09:59:08	748 Zion ST /Nevada City,	324 Motor Vehicle Accident with
03/07/2017	12:36:02	423 Nimrod ST /Nevada Cit	735 Alarm system sounded due to
03/07/2017	14:40:26	423 Nimrod ST /Nevada Cit	735 Alarm system sounded due to
03/08/2017	12:19:00	State Highway 49 near the	463 Vehicle accident, general cl
03/10/2017	03:58:00	841 Old Tunnel Road /59/G	311 Medical assist, assist EMS c
03/10/2017	14:08:00	12146 Charles DR /10-11/G	743 Smoke detector activation, n
03/10/2017	18:35:00	841 Old Tunnel RD /60 Uni	522 Water or steam leak
03/11/2017	14:38:00	2090 Nevada City HWY /Gra	311 Medical assist, assist EMS c
03/12/2017	08:21:00	12552 Honeydew LANE /Gras	554 Assist invalid
03/12/2017	18:18:00	10274 Durbrow RD /Nevada	311 Medical assist, assist EMS c
03/13/2017	09:49:19	201 CHURCH ST /Nevada Cit	745 Alarm system activation, no
03/13/2017	10:58:42	Brunswick RD & Idaho Mary	611 Dispatched & cancelled en ro
03/13/2017	14:19:25	11945 Black Oak DR /Nevad	321 EMS call, excluding vehicle
03/13/2017	18:29:44	127 ARGALL WAY /Nevada Ci	321 EMS call, excluding vehicle
03/14/2017	07:10:06	12552 Honeydew LANE /Gras	311 Medical assist, assist EMS c
03/14/2017	07:55:00	Cement Hill RD & Augustin	321 EMS call, excluding vehicle
03/14/2017	16:08:00	1081 E Main ST /Grass Val	611 Dispatched & cancelled en ro
03/14/2017	17:07:08	10500 Hawke LANE /Nevada	412 Gas leak (natural gas or LPG
03/15/2017	08:08:09	867 Sutton Way /Grass Val	412 Gas leak (natural gas or LPG
03/15/2017	14:55:00	13081 John Bauer AVE /Gra	743 Smoke detector activation, n
03/16/2017	12:30:00	470 SEARLS AVE /Nevada Ci	321 EMS call, excluding vehicle
03/16/2017	13:02:00	402 Lower Grass Valley RD	320 Emergency medical service, o
03/17/2017	15:06:00	700 ZION ST /Nevada City,	745 Alarm system activation, no
03/18/2017	14:44:00	604 Long ST /Nevada City,	311 Medical assist, assist EMS c
03/18/2017	21:46:00	204 Hill ST /Grass Valley	531 Smoke or odor removal
03/18/2017	21:56:00	213 Sierra College DR /Gr	113 Cooking fire, confined to co

## Station 54 Incident Responses

Alarm Date Between {03/01/2017} And {03/31/2017}

Alm Date	Alm Time	Location	Incident Type
03/18/2017	22:15:00	625 Eskaton CIR /347/Gras	311 Medical assist, assist EMS c
03/19/2017	05:13:00	12253 Loma Rica DR /Grass	311 Medical assist, assist EMS c
03/19/2017	14:41:27	821 Zion ST /B5/Nevada Ci	321 EMS call, excluding vehicle
03/19/2017	17:04:00	107 Catherine LN /Grass V	400 Hazardous condition, Other
03/20/2017	23:11:37	12914 Lost Lake RD /Grass	554 Assist invalid
03/21/2017	12:43:00	121 Walrath AVE /Nevada C	321 EMS call, excluding vehicle
03/21/2017	16:36:00	Ridge RD & Zion ST /Nevad	463 Vehicle accident, general cl
03/22/2017	11:04:00	12546 Gayle LANE /Nevada	321 EMS call, excluding vehicle
03/22/2017	17:24:00	10057 Gold Flat RD /Nevad	322 Motor vehicle accident with
03/23/2017	03:18:00	10337 Durbrow RD /Nevada	321 EMS call, excluding vehicle
03/23/2017	11:32:00	12932 Quaker Hill Cross R	111 Building fire
03/23/2017	16:33:00	999 Sutton WAY /Grass Val	311 Medical assist, assist EMS c
03/23/2017	17:52:00	2048 Nevada City HWY /Gra	463 Vehicle accident, general cl
03/24/2017	13:31:00	11605 Alta Vista AVE /Gra	400 Hazardous condition, Other
03/24/2017	14:57:00	735 ZION ST /Nevada City,	321 EMS call, excluding vehicle
03/24/2017	17:22:00	760 ZION ST /26/Nevada Ci	320 Emergency medical service, o
03/25/2017	06:04:00	14210 Racoon Mtn. Ranch /	321 EMS call, excluding vehicle
03/25/2017	08:27:01	805 LINDLEY AVE /Nevada C	743 Smoke detector activation, n
03/25/2017	11:14:15	625 Eskaton CIR /208/Gras	321 EMS call, excluding vehicle
03/25/2017	12:19:00	Idaho Maryland RD & Sutto	611 Dispatched & cancelled en ro
03/27/2017	09:47:00	14210 Racoon Mountain RD	311 Medical assist, assist EMS c
03/27/2017	11:49:00	14545 Lava Cap Mine RD /N	611 Dispatched & cancelled en ro
03/27/2017	19:59:00	12632 Daisy Blue Mine RD	311 Medical assist, assist EMS c
03/27/2017	22:34:00	469 Searls AVE /Nevada Ci	611 Dispatched & cancelled en ro
03/27/2017	23:42:00	775 Old Tunnel RD /310/Gr	311 Medical assist, assist EMS c
03/28/2017	03:26:00	400 RAILROAD AVE /403/Nev	321 EMS call, excluding vehicle
03/28/2017	12:55:00	656 W Broad ST /Nevada Ci	321 EMS call, excluding vehicle
03/29/2017	10:41:00	15891 Greenhorn RD /Grass	311 Medical assist, assist EMS c
03/29/2017	14:10:00	14655 Greenhorn RD /Grass	311 Medical assist, assist EMS c
03/29/2017	14:34:00	14481 Lightning Tree RD /	611 Dispatched & cancelled en ro
03/29/2017	17:33:00	14655 Greenhorn RD /Grass	554 Assist invalid
03/29/2017	22:26:00	121 Dorsey DR /Grass Vall	311 Medical assist, assist EMS c
03/30/2017	07:00:00	Dorsey/Highway 20 /Grass	322 Motor vehicle accident with
03/30/2017	12:02:00	12995 Pinewoods RD /Nevad	311 Medical assist, assist EMS c
03/31/2017	09:33:00	10274 Indian TRL /Nevada	744 Detector activation, no fire
03/31/2017	11:55:14	400 RAILROAD AVE /Nevada	321 EMS call, excluding vehicle
03/31/2017	14:36:14	400 RAILROAD AVE /Nevada	554 Assist invalid
03/31/2017	21:50:52	12253 Loma Rica DR /Grass	321 EMS call, excluding vehicle

**Total Incident Count      87**

**NCC Fire**

**Nevada City Incident List**

**Alarm Date Between {03/01/2017} And {03/31/2017}**

<b>Alm Date</b>	<b>Alm Time</b>	<b>Location</b>	<b>Incident Type</b>
03/01/2017	05:44:00	Prospect CT & Prospect ST	552 Police matter
03/02/2017	20:16:39	760 ZION ST /Nevada City, CA	412 Gas leak (natural gas or LPG)
03/03/2017	06:49:00	925 MAIDU AVE /Nevada City,	311 Medical assist, assist EMS crew
03/04/2017	00:07:00	173 Hallwood LN /Nevada City,	321 EMS call, excluding vehicle
03/05/2017	08:02:00	Gold Flat RD & State Highway	324 Motor Vehicle Accident with no
03/05/2017	08:40:00	201 NEVADA ST /Nevada City,	311 Medical assist, assist EMS crew
03/06/2017	07:40:00	421 Nimrod ST /Nevada City,	733 Smoke detector activation due to
03/06/2017	09:17:00	423 Nimrod ST /Nevada City,	743 Smoke detector activation, no
03/07/2017	09:59:08	748 Zion ST /Nevada City, CA	324 Motor Vehicle Accident with no
03/07/2017	10:58:00	980 Helling WAY /Nevada City,	321 EMS call, excluding vehicle
03/07/2017	12:36:02	423 Nimrod ST /Nevada City,	735 Alarm system sounded due to
03/07/2017	14:40:26	423 Nimrod ST /Nevada City,	735 Alarm system sounded due to
03/09/2017	14:45:00	725 Nevada Street EXT /Nevada	311 Medical assist, assist EMS crew
03/13/2017	04:12:00	North bound 49 @ Sacramento	622 No Incident found on arrival at
03/13/2017	09:49:19	201 CHURCH ST /Nevada City,	745 Alarm system activation, no fire
03/13/2017	18:29:44	127 ARGALL WAY /Nevada City,	321 EMS call, excluding vehicle
03/15/2017	17:46:00	532 Nevada ST /Nevada City,	311 Medical assist, assist EMS crew
03/16/2017	12:30:00	470 SEARLS AVE /Nevada City,	321 EMS call, excluding vehicle
03/16/2017	13:02:00	402 Lower Grass Valley RD	320 Emergency medical service, other
03/16/2017	21:24:00	582 main Street /Nevada City,	554 Assist invalid
03/17/2017	10:52:00	582 Main ST /Nevada City, CA	553 Public service
03/17/2017	15:06:00	700 ZION ST /Nevada City, CA	745 Alarm system activation, no fire
03/18/2017	14:44:00	604 Long ST /Nevada City, CA	311 Medical assist, assist EMS crew
03/19/2017	14:41:27	821 Zion ST /B5/Nevada City,	321 EMS call, excluding vehicle
03/21/2017	12:43:00	121 Walrath AVE /Nevada City,	321 EMS call, excluding vehicle
03/21/2017	12:52:00	606 Gold Flat Road /Nevada	311 Medical assist, assist EMS crew
03/21/2017	16:36:00	Ridge RD & Zion ST /Nevada	463 Vehicle accident, general
03/23/2017	13:24:00	582 Main ST /Nevada City, CA	311 Medical assist, assist EMS crew
03/24/2017	14:57:00	735 ZION ST /Nevada City, CA	321 EMS call, excluding vehicle
03/24/2017	17:22:00	760 ZION ST /26/Nevada City,	320 Emergency medical service, other
03/25/2017	08:27:01	805 LINDLEY AVE /Nevada City,	743 Smoke detector activation, no
03/26/2017	17:07:00	Lower parkinglot at Pioneer	551 Assist police or other
03/27/2017	17:37:00	925 Maidu Ave /Nevada City,	311 Medical assist, assist EMS crew
03/27/2017	22:34:00	469 Searls AVE /Nevada City,	611 Dispatched & cancelled en route
03/28/2017	03:26:00	400 RAILROAD AVE /403/Nevada	321 EMS call, excluding vehicle
03/28/2017	12:55:00	656 W Broad ST /Nevada City,	321 EMS call, excluding vehicle
03/31/2017	11:55:14	400 RAILROAD AVE /Nevada	321 EMS call, excluding vehicle
03/31/2017	14:36:14	400 RAILROAD AVE /Nevada	554 Assist invalid

**Total Incident Count      38**

**Station 54 Incident Type Summary**

**Alarm Date Between {03/01/2017} And {03/31/2017}**

<b>District</b>	<b>False</b>	<b>Fire</b>	<b>Good</b>	<b>Hazard</b>	<b>Overpressu</b>	<b>Rescue</b>	<b>Service</b>	<b>Special</b>
01	0	0	0	0	0	1	1	0
02	1	1	2	3	0	8	0	0
54	2	0	1	1	0	18	5	0
84	1	2	1	1	0	5	0	0
86	0	0	1	0	0	0	0	0
87	1	0	0	1	0	0	0	0
88	0	1	0	0	0	1	0	0
GRS	0	0	0	0	0	1	0	0
NCCFD	0	0	1	0	0	1	0	0
NEV	7	0	1	2	0	13	2	0
	<u>12</u>	<u>4</u>	<u>7</u>	<u>8</u>	<u>0</u>	<u>48</u>	<u>8</u>	<u>0</u>

**NCC Fire**

**NEV Year-to-date Incident Participation**

**Activity Date Between {07/01/2016} And  
{03/31/2017}**

<b>Staff Id/Name</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Total</b>	<b>Percent</b>
NEV-I016 Bunyan-Naulty, Coleton	28	20	21	0	0	0	0	0	0	1	0	0	70	8.08
NEV-03 Cartzdafner, Kevin L	46	30	24	0	0	0	19	18	20	17	35	50	259	29.90
NEV-65 Chau, Michael	32	50	32	0	0	0	32	11	34	26	27	35	279	32.21
NEV-I013 Fonseca, Daniel	0	0	0	0	0	0	31	37	28	11	28	9	144	16.62
NEV-I011 Giranis, Steve	0	0	0	0	0	0	13	8	13	6	14	8	62	7.15
NEV-09 Goodspeed, Samuel J	37	25	31	0	0	0	15	30	25	21	15	42	241	27.82
NEV-68 Naulu, David	0	1	23	0	0	0	0	0	0	0	0	0	24	2.77
NEV-40 Nunnink, Collin	38	34	28	0	0	0	26	48	19	25	17	36	271	31.29
NEV-15 Paulus, Daniel H	19	34	33	0	0	0	37	46	31	36	25	0	261	30.13
NEV-32 Peard, Tony A	0	0	0	0	0	0	0	1	0	0	0	0	1	0.11
NEV-59 Radican, Robert	45	4	0	0	0	0	17	39	30	34	30	29	228	26.32
NEV-53 Schaake, Mathew	2	0	0	0	0	0	0	0	0	0	0	0	2	0.23
NEV-I014 Sewell, Derek	0	0	0	0	0	0	23	26	19	22	17	30	137	15.81
NEV-I015 Waller, Jacob	21	33	30	0	0	0	0	0	0	0	0	0	84	9.69

<b>Total Runs by Month</b>											
<b>Jan</b>	118	<b>Feb</b>	99	<b>Mar</b>	92	<b>Apr</b>	0	<b>May</b>	0	<b>Jun</b>	0
<b>Jul</b>	82	<b>Aug</b>	104	<b>Sep</b>	94	<b>Oct</b>	91	<b>Nov</b>	83	<b>Dec</b>	103

**Grand Total Runs: 866**

# REPORT TO CITY COUNCIL

City of Nevada City  
317 Broad Street  
Nevada City, CA 95959  
[www.nevadacityca.gov](http://www.nevadacityca.gov)

April 26, 2017

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**TITLE: Joint Operational Area Firefighter Minimum Qualifications Amendment**

**RECOMMENDATION:** Receive and file, informational only.

**CONTACT:** Sam Goodspeed, Fire Chief

**BACKGROUND / DISCUSSION:** The Joint Operations Area Chiefs have identified a need to amend the Minimum Qualifications (MQ) for entry level firefighters to include qualified persons whom have not attended a California State Fire Marshal Accredited Academy. The Alternate Minimum Qualifications (AMQ) allows experienced firefighters, who have not attended a fire academy but meet the AMQ's, to submit an application for consideration in the entry firefighter recruitment process. The current MQ's and AMQ's are shown below, AMQ's are highlighted.

Current Minimum Qualifications for Entry Level Firefighter

**EDUCATION AND EXPERIENCE**

1. Minimum age of 18 years;
2. High school diploma or General Education Degree;
3. Two (2) years of firefighting experience desirable
4. Successful completion of California State Fire Marshal Driver Operator 1A and 1B desirable.

**CERTIFICATES, LICENSES, REGISTRATIONS**

1. California State Fire Marshal Firefighter I certificate obtained through an Accredited California State Fire Marshal Firefighter I Academy.
2. Current and valid Emergency Medical Technician or Emergency Medical Technician Paramedic certification in California or National Registry with ability to meet current Sierra Sacramento Valley EMS requirements.
3. Current CPR certification
4. Valid California Driver's License with ability to obtain CDL for operations of fire apparatus within six months of appointment
5. Current and valid Candidate Physical Ability Test (CPAT)

## Alternate Minimum Qualification for Entry Level Firefighter

### **EDUCATION AND EXPERIENCE**

Minimum age of 18 years.

1. High school diploma or General Education Degree;
2. California State Fire Marshal Firefighter I certificate obtained through an Accredited California State Fire Marshal Firefighter I Academy.
3. Three (3) years full time experience in an all risk fire agency may be substituted for the required completion of the California State Fire Marshal Fire Academy. Seasonal employment will qualify as actual time worked (ex. 1 month seasonal equals 1 month full time) toward the full- time experience requirement.
4. Successful completion of California State Fire Marshal Driver Operator 1A and 1B desirable.

### **CERTIFICATES, LICENSES, REGISTRATIONS**

1. California State Fire Marshal Firefighter I certificate obtained through a recognized all risk fire agency and / or through an Accredited California State Fire Marshal Firefighter I Academy.
2. Current and valid Emergency Medical Technician or Emergency Medical Technician Paramedic certification in California or National Registry with ability to meet current Sierra Sacramento Valley EMS requirements.
3. Current CPR certification
4. Valid California Driver's License with ability to obtain CDL for operations of fire apparatus within six months of appointment
5. Current and valid Candidate Physical Ability Test (CPAT)

The AMQ's are within management authority and do not fall within the scope of mandatory bargaining. However, the Firefighters Local 3800 was given an opportunity to review the proposed changes and had no objections.

**ENVIRONMENTAL CONSIDERATIONS:** Not applicable.

**FISCAL IMPACT:** Not applicable.

**ATTACHMENTS:** None

# REPORT TO CITY COUNCIL

City of Nevada City  
317 Broad Street  
Nevada City, CA 95959  
www.nevadacityca.gov

April 26, 2017

---

**TITLE:** Award of Contract for Nevada City Tree Removal / Tree Mortality Grant Program in Nevada City

**RECOMMENDATION:** Pass a Motion awarding a contract to Ridge Logging in the amount of \$119,000 plus \$20,000 contingencies for Nevada City Tree Removal / Tree Mortality Grant Program and authorize the Mayor to sign.

**CONTACT:** Bryan K. McAlister, City Engineer

**BACKGROUND/DISCUSSION:** As a result of drought and climate conditions there have been numerous trees that have died or are dying from invasion of bark beetle. City staff successfully procured a grant for removal approximately 1,000 trees on City owned property which includes the Old Airport, Sugarloaf, Hirschman Pond, Indian Trails and Deer Creek Environs. In all areas where tree removal is being performed and within 100' of the work area, the contractor will provide fuel management and site cleanup. Fuel management shall include removal, chipping or safe dispersing of heavy fuel loads (continuous brush, downed vegetation or small trees).

Sales of timber will be used by the contractor as a means to offset costs of fuel management and tree removal.

City staff solicited bids for Nevada City Tree Removal / Tree Mortality Grant Program and received responsive bids from four local contractors on April 19, 2017. Bids received are as follows:

- Lester Enterprises, Nevada City CA \$291,572.00
- Frank Dial Logging, Grass Valley CA \$150,000.00
- Ridge Logging, Nevada City CA \$119,000.00
- Robinson Enterprises, Nevada City CA \$175,645.00

Ridge Logging was selected as the lowest responsive and responsible bidder.

**FISCAL CONSIDERATIONS:** The project is fully funded by the California Department of Forestry and Fire Protection, Tree Mortality Program Grant.

**ATTACHMENT:**

- ✓ Contract for Nevada City Tree Removal / Tree Mortality Grant Program

**CONTRACT DOCUMENTS AND SPECIFICATIONS**  
**FOR**  
**TREE REMOVAL**  
**TREE MORTALITY GRANT PROGRAM**

**CITY OF NEVADA CITY, CALIFORNIA 95959**



317  
NEVADA  
(530)

BRYAN K. MCALISTER, P.E.  
CITY ENGINEER  
BROAD STREET  
CITY, CALIFORNIA 95959  
265-2496

BID ADDENDUM NO. 1

This bid addendum is for the following project:

**NEVADA CITY TREE REMOVAL / TREE MORTALITY GRANT PROGRAM**

Bid Documents are revised as follows. Bidders shall acknowledge receipt of this addendum on the Bid Proposal, page A-6. There is no change to the bid date.

Summary of Bid Addendum

1. Revised Bid Schedule, page A-7  
The bid schedule is revised to include 4 bid items for four primary areas of Tree Removal.
  
2. Updated Scope of Work, page B-53  
Scope of Work was revised to clarify limits of work.

DATED: April 5<sup>th</sup>, 2017

CITY OF NEVADA CITY



Bryan McAlister, P.E.

City Engineer

9 Project Specifications -

This project is funded by California Department of Forestry and Fire Protection, Tree Mortality Program Grant. All work shall comply with CA State Division of Labor Standards and CA Department of Industrial Relation requirements. It is expected that Contractor will provide the highest level of quality in tree services compatible with CALFIRE Standards and Practices.

Note: Contractor shall pay Prevailing Wages based on State Wage Rate Determinations in effect on date advertised.

Scope of Work

Work generally consists of tree removal services at various locations as shown on the project maps. This includes removal of approximately 1,000 trees that have died or are dying from invasion of bark beetle and drought conditions. In all areas where tree removal is being performed and within 100' of the work area, the contractor shall provide fuel management. Fuel management shall include removal, chipping or safe dispersing of heavy fuel loads (continuous brush, downed vegetation or small trees).

Sales of timber can be used by the contractor as a means to offset costs of fuel management and tree removal.

Site cleanup shall be completed upon completion of tree removal. This shall full removal of trees and branches and/or chipping wherever possible. Where access is limited, logs and branches can be dispersed in the forested area provided that a safe fuel management approach is utilized. Ground disturbance should be minimized. Any grading disturbance areas should be stabilized using wood chips.

Limit of Work: Limit of work is within City owned parcels as shown on the maps included with contract documents. No work is anticipated within 20' of property line. If survey is required, this shall be provided by the contractor. Removal of dead or dying trees should include all areas within 200' of any roadway, trail or building structure.

BID ADDENDUM NO. 2

This bid addendum is for the following project:

**NEVADA CITY TREE REMOVAL / TREE MORTALITY GRANT PROGRAM**

Bid Documents are revised as follows. Bidders shall acknowledge receipt of this addendum on the Bid Proposal, page A-6. There is no change to the bid date.

Summary of Bid Addendum

1. Updated Scope of Work

Scope of Work shall be modified as follows: Registered forester services to be provided by the contractor for CALFIRE permitting.

DATED: \_\_\_\_\_

4/13/17

CITY OF NEVADA CITY



Bryan McAlister, P.E.

City Engineer

BID PROPOSAL

NEVADA CITY TREE REMOVAL / TREE MORTALITY GRANT PROGRAM  
Nevada City, CA

TO: City of Nevada City, City Hall, Nevada City, California.

The undersigned, as a bidder, submits the following proposal for the NEVADA CITY TREE REMOVAL / TREE MORTALITY GRANT PROGRAM in the City of Nevada City, California, and offers to perform all work and furnish all labor, materials, tools, equipment, power and water as required for the completion of said project, in accordance with the plans, specifications and all other contract documents referred to in the Notice to CONTRACTOR'S. The bidder has inspected the project site and has examined all conditions affecting the proposed work.

If this bid is accepted, the bidder agrees to execute the Agreement, and furnish to the City all required bonds and evidences of insurance, within ten (10) days after receiving written notice of the award of contract, and complete the project within **sixty (60) calendar days** after receiving written notice to proceed.

Attached to this bid and made a part hereof is a list of proposed subcontractors, setting forth all information required by Section 4104 of the Government Code.

The bidder acknowledges receipt of the following addenda:  
Bid Addendum No. 1 and 2

The undersigned is (state whether individual, partnership or corporation) individual.

DATED: 4-19-17

FIRM NAME: Ridge Logging

BY: Brian Forkner  
Signature of OWNER or Authorized

Officer

ADDRESS: 16720 Jacks Road.

Nevada City Ca, 95959

Contact Person: Brian Forkner

PHONE: (530) 265-3535

Cell # (530) 470-3881

CONTRACTOR'S LICENSE NO: A 303

EXPIRATION: 12-31-2018

**BID SCHEDULE**

**CITY OF NEVADA CITY  
NEVADA CITY TREE REMOVAL / TREE MORTALITY GRANT PROGRAM**

<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Total</b>
1. Old Airport	1	LS	<u>\$ 86,000.<sup>00</sup></u>
2. Hirschmans Pond and Indian Trails	1	LS	<u>\$ 17,000.<sup>00</sup></u>
3. Sugarloaf	1	LS	<u>\$ 4,000.<sup>00</sup></u>
4. Deer Creek Environs	1	LS	<u>\$ 12,000.<sup>00</sup></u>
<b>GRAND TOTAL</b>			<u>\$ 119,000.<sup>00</sup></u>

Note:

1. Tree removal services shall include all work as described in this contract including fuel management and site cleanup.
2. Registered forester services to be provided by the contractor for CALFIRE permits.
3. Project shall be prevailing wages.

Bid Addendum No. 1 and 2

9 Project Specifications -

This project is funded by California Department of Forestry and Fire Protection, Tree Mortality Program Grant. All work shall comply with CA State Division of Labor Standards and CA Department of Industrial Relation requirements. It is expected that Contractor will provide the highest level of quality in tree services compatible with CALFIRE Standards and Practices.

Note: Contractor shall pay Prevailing Wages based on State Wage Rate Determinations in effect on date advertised.

Scope of Work

Work generally consists of tree removal services at various locations as shown on the project maps. This includes removal of approximately 1,000 trees that have died or are dying from invasion of bark beetle and drought conditions. In all areas where tree removal is being performed and within 100' of the work area, the contractor shall provide fuel management. Fuel management shall include removal, chipping or safe dispersing of heavy fuel loads (continuous brush, downed vegetation or small trees).

Sales of timber can be used by the contractor as a means to offset costs of fuel management and tree removal.

Registered forester services to be provided by the contractor for CALFIRE permitting.

Site cleanup shall be completed upon completion of tree removal. This shall full removal of trees and branches and/or chipping wherever possible. Where access is limited, logs and branches can be dispersed in the forested area provided that a safe fuel management approach is utilized. Ground disturbance should be minimized. Any grading disturbance areas should be stabilized using wood chips.

Limit of Work: Limit of work is within City owned parcels as shown on the maps included with contract documents. No work is anticipated within 20' of property line. If survey is required, this shall be provided by the contractor. Removal of dead or dying trees should include all areas within 200' of any roadway, trail or building structure.

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**PART A**

**LEGAL AND PROCEDURAL DOCUMENTS**

<b>Item</b>	<b>Number</b>	<b>Title</b>	<b>Page</b>
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**NOTICE TO CONTRACTOR'S**

Sealed proposals for NEVADA CITY TREE REMOVAL / TREE MORTALITY GRANT PROGRAM will be received by the City of Nevada City at the City Hall, 317 Broad Street, Nevada City, California, 95959, until **3:00 p.m. on April 19th, 2017**, at which time, or as soon thereafter as practicable, all such proposals will be publicly opened and read in the Chambers of the City at said City Hall.

Bids shall be enclosed and sealed in an envelope addressed to the City of Nevada City at the above stated address and shall be marked "NEVADA CITY TREE REMOVAL / TREE MORTALITY GRANT PROGRAM"

The work includes the furnishing of all labor, materials, and equipment required for the job in accordance with the plans, specifications and other contract documents as set forth by the City Engineer. Such documents are on file with the City at the City Hall and are available for inspection during office hours.

A non-mandatory pre-bid meeting will be held at City Hall for Nevada City at 317 Broad Street, Nevada City, on **April 4, 2017 at 11:00 AM** to discuss the project.

\*\*\*\*\*

The City reserves the right to reject all bids; or to accept any portion of bid schedule; to reject any bid which is incomplete or irregular; to determine which proposal is, in its judgment, the lowest responsible bid of a responsible bidder and to waive any informality or minor irregularity of any bid.

DATED: March 30, 2017

CITY OF NEVADA CITY



Bryan K. McAlister, P.E.  
City Engineer

## DIVISION I

### GENERAL REQUIREMENTS

This specification and accompanying drawings cover the material to be furnished and labor to be performed of NEVADA CITY TREE REMOVAL / TREE MORTALITY GRANT PROGRAM, located in the City of Nevada City, State of California and shall consist of all work hereinafter specified and shown on the accompanying drawings.

1. General requirements of the specifications:

General requirements hereunder apply to the technical sections of the specifications as applicable whether repeated therein or not.

The term "Engineer" will hereinafter mean the office of the City Engineer preparing the drawings and specifications, or his authorized representatives. All correspondence and approvals, shop drawings, submittals, etc., called for in the specifications shall be directed to the designer.

All work shall be executed to the entire satisfaction of the Engineer, and shall consist of all work hereinafter specified and shown on the accompanying drawings. Refer to Supplemental Conditions for project specific specifications.

Should any contractor be in doubt as to the intent and meaning of the drawings and specifications, he/she shall make written inquiry of Engineer regarding the portion or portions of the work in question, from whom he/she shall receive a written answer; and if the drawings and specifications are in error or do not fully explain the portion or portions of the work in question, the inquiry and answer will be sent to the contractor.

Neither the OWNER, engineer, or his/her representative will be responsible in any manner for any oral answers to inquiries or for any oral instruction whatsoever.

## **INFORMATION FOR BIDDERS**

### 1. Inspection of Site

Each bidder shall inspect the site of the work in order to determine the location of the proposed work and the actual conditions of the site. If in the course of such inspection a bidder finds conditions which appear to conflict with the letter or intent of the contract documents, or with any other information furnished him, he may apply to the City for additional information or for clarification before submitting his bid.

The submission of a proposal by the bidder shall constitute an acknowledgment that, if awarded the contract, he has relied on his own knowledge of (a) the site of the work, (b) access to the site, (c) availability of existing utilities and (d) all other data and matters required for the performance of the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the above matters.

### 2. Examination of Contract Documents

Each bidder shall thoroughly examine the plans, specifications, and all other contract documents. The submission of a proposal shall constitute an acknowledgment that the bidder has made such examination, and the failure of a bidder to do so shall in no way relieve him from any obligation under the bid or the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document.

### 3. Interpretation of Contract Documents; Addenda

No interpretation of the plans, specifications, or other contract documents will be made orally to any bidder. Oral interpretations or clarifications will be without legal effect. Each request for such interpretation shall be in writing addressed to City Engineer, City of Nevada City, 317 Broad Street, Nevada City, California 95959, and must be received by him at least five (5) days prior to the date fixed for the opening of bids. Any such interpretations, and any supplemental instructions, will be in the form of written addenda to the specifications, which, if issued, will be sent by certified mail, with return receipt requested, to all prospective bidders at their addresses furnished for such purposes, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

### 4. Proposals

Proposals shall be made on the Bid Proposal forms supplied herein. All proposals shall state the prices proposed, both in writing and in figures, shall give all other required information and shall be signed by the bidder or his authorized representative. If the proposal is made by an individual, his name, signature, and post office address shall be shown; if made by a partnership, the name and post

office address of the firm and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name and post office address of the corporation, the state in which the corporation was formed and the title of the person signing on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope and marked as specified in the notice to CONTRACTOR'S. Any erasures, alterations, omissions, or irregularities of any kind may result in a rejection of the bid. No oral, telephonic, or telegraphic proposals or modifications will be considered.

#### 5. Bid Prices

Bid prices shall include all costs and expenses necessary for the completion of the contract, including but not limited to the furnishing of all labor and services, superintendence, material, tools, equipment, power and water, and all federal, state and local taxes. In the event of a difference between the price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid.

#### 6. List of Subcontractors

As required by Section 4104 of the Government Code, each proposal shall include (on a sheet attached to the Bid Proposal form) a statement of the names and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work of improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid. Such statement shall show also the portion of the work which will be done by each such subcontractor.

#### 7. Bidder 's Security

**No Bid bond shall be required for this project.**

#### 8. Rejection of Bids

The City reserves the right to reject all bids; to reject any bid which is incomplete or irregular, or which is not accompanied by adequate bid security; to determine which proposal is, in its judgment, the lowest responsible bid of a responsible bidder; and to waive any informality or minor irregularity in any bid.

#### 9. Award of Contract

Within forty-five (45) days after the time announced for the opening bid, the City will act either to accept a proposal or to reject all proposals. The acceptance of a proposal will be made by delivering in person or by certified mail to the successful bidder a written notice of award of the contract.

10. Execution of Contract

Within ten (10) days after receiving the notice of award of the contract, the successful bidder shall execute the Agreement, in duplicate, and furnish to the City all bonds and evidences of insurance, in proper form, as required by the General Conditions.

11. DBE Good Faith Efforts

Bidders shall submit documentation showing adequate good faith efforts for solicitation of Disadvantaged Business Enterprises (DBEs) for construction, equipment, supplies, and services. Bidders are encouraged to submit this information on the form provided in this specification (Sheets A-9, A-10) at time of bid.

Within ten (10) days after receiving the notice of award of the contract, the successful bidder shall be required to provide documentation concerning Good Faith Effort. This documentation may include mail logs, phone logs, or similar records documenting the use of the above identified sources of information about DBE firms, the prime contractor's efforts to contact them, and other efforts to meet the Good Faith Effort.

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.

BID PROPOSAL

NEVADA CITY TREE REMOVAL / TREE MORTALITY GRANT PROGRAM  
Nevada City, CA

TO: City of Nevada City, City Hall, Nevada City, California.

The undersigned, as a bidder, submits the following proposal for the NEVADA CITY TREE REMOVAL / TREE MORTALITY GRANT PROGRAM in the City of Nevada City, California, and offers to perform all work and furnish all labor, materials, tools, equipment, power and water as required for the completion of said project, in accordance with the plans, specifications and all other contract documents referred to in the Notice to CONTRACTOR'S. The bidder has inspected the project site and has examined all conditions affecting the proposed work.

If this bid is accepted, the bidder agrees to execute the Agreement, and furnish to the City all required bonds and evidences of insurance, within ten (10) days after receiving written notice of the award of contract, and complete the project within **sixty (60) calendar days** after receiving written notice to proceed.

Attached to this bid and made a part hereof is a list of proposed subcontractors, setting forth all information required by Section 4104 of the Government Code.

The bidder acknowledges receipt of the following addenda:  
Bid Addendum No. 1 and 2

The undersigned is (state whether individual, partnership or corporation) individual.

DATED: 4-19-17

FIRM NAME: Ridge Logging

BY: Brian Forkner  
Signature of OWNER or Authorized

Officer

ADDRESS: 16720 Jacks Road.

Nevada City Ca, 95959

Contact Person: Brian Forkner

PHONE: (530) 265-3535

Cell # (530) 470-3881

CONTRACTOR'S LICENSE NO: A 303

EXPIRATION: 12-31-2018

BID SCHEDULE

CITY OF NEVADA CITY  
NEVADA CITY TREE REMOVAL / TREE MORTALITY GRANT PROGRAM

Description	Quantity	Unit	Total
1. Old Airport	1	LS	<u>\$ 86,000.<sup>00</sup></u>
2. Hirschmans Pond and Indian Trails	1	LS	<u>\$ 17,000.<sup>00</sup></u>
3. Sugarloaf	1	LS	<u>\$ 4,000.<sup>00</sup></u>
4. Deer Creek Environs	1	LS	<u>\$ 12,000.<sup>00</sup></u>
<b>GRAND TOTAL</b>			<u>\$ 119,000.<sup>00</sup></u>

Note:

1. Tree removal services shall include all work as described in this contract including fuel management and site cleanup.
2. Registered forester services to be provided by the contractor for CALFIRE permits.
3. Project shall be prevailing wages.

Bid Addendum No. 1 and 2

**LIST OF SUBCONTRACTORS**

<u>NAME (DBE Y/N)</u>	<u>PLACE OF BUSINESS</u>	<u>PORTION OF WORK</u>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		

**DBE INFORMATION - GOOD FAITH EFFORTS**

Project: NEVADA CITY TREE REMOVAL / TREE MORTALITY GRANT PROGRAM

The City of Nevada City is partnering with the State of California for funding this project. It is the City’s policy to assure that Disadvantaged Business Enterprise (DBEs) have an equal opportunity to receive and participate in contracts for Federal and State funded projects. This includes procurement of construction, equipment, supplies, and services.

The bidder shall comply with the DBE “good faith effort” requirement for this project by following these basic affirmative steps:

- (1) Place qualified small and minority businesses and women’s business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business and women’s business enterprises;
- (4) Establish delivery schedules when the requirements of the work permit, which will encourage participation by small and minority-owned businesses and women-owned business enterprises;
- (5) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency Department of Commerce

**Bidders shall submit the following information to document adequate good faith efforts.**

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
_____	_____
_____	_____

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited and Dates	Date of Initial Solicitation	Follow Up Methods
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

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D. The names, addresses and phone numbers of accepted or rejected DBE firms:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

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

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E. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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**AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of 2017, between the CITY OF NEVADA CITY, a municipal corporation, hereinafter called "City," and RIDGE LOGGING, hereinafter called "Contractor."

WHEREAS, City has caused to be prepared certain plans, specifications and other contract documents pertaining to the NEVADA CITY TREE REMOVAL / TREE MORTALITY GRANT PROGRAM in said City; and

WHEREAS, after notice duly given, City has awarded the contract for such work to Contractor; NOW, THEREFORE, IT IS AGREED by and between said parties as follows:

1. Scope of Work. The contractor agrees to furnish all labor, materials, tools and equipment, required to complete the NEVADA CITY TREE REMOVAL / TREE MORTALITY GRANT PROGRAM in Nevada City, California, in accordance with the plans, specifications and other contract documents hereinafter specified. All such work shall be performed in a good and workmanlike manner and to the satisfaction of the designer of said project.

2. Contract Price. As consideration for all such work, City agrees to pay to Contractor the total sum of ONE HUNDRED AND NINETEEN THOUSAND<sup>00</sup> /100 (\$ 119,000<sup>00</sup>) Dollars, payable in the manner hereinafter set forth.

3. Contract Documents. The complete contract between the parties hereto consists of the Notice to CONTRACTOR'S, the Information to Bidders, the Bid Proposal, the Performance Bond, the Payment Bond, the General Conditions, the Plans and Specifications, and all other drawings and printed or written explanatory matter pertaining thereto. All of the foregoing documents are intended to cooperate, so that any work or requirement specified in any of them is to be carried out or observed the same as if mentioned in all.

4. Time for Performance. Within five (5) days after the execution of this Agreement, City shall give Contractor written Notice to Proceed, and thereafter Contractor shall commence the work and shall prosecute the same with due diligence until completion and acceptance by City; provided, however, that all such work shall be completed and ready for use within **sixty (60) calendar days** after Contractor receives said Notice to Proceed.

5. Extension of Time. If, because of adverse weather conditions, strikes, inability of the Contractor (through no fault on his/her part) to obtain necessary materials, or other cause beyond the reasonable control of Contractor, Contractor is unable to complete the required work within the allowed time, he shall be entitled to an extension or extensions of such time, commensurate with the unavoidable delay thus caused; provided, however that Contractor shall apply to City for approval of any such extension prior to the expiration of the time for performance as specified in the preceding paragraph.

6. Contractor's Failure to Complete Work. If Contractor fails to prosecute the work with such diligence as will insure its completion within the time hereinabove specified, or any extension thereof, or fails to complete such work within such time, or if Contractor shall otherwise violate this Agreement, City may give written notice to Contractor and his sureties of City's intention to terminate

this Agreement unless, within five (5) days after services of such notice, satisfactory arrangements are made with the City for the completion of such work or the curing of such breach; and if such arrangements are not made within such time, City may, at its option, terminate this Agreement by giving written notice of such termination to Contractor and his sureties.

7. Payments to Contractor. On or before the tenth day of each month during the progress of the work, Contractor shall submit to the Designer an itemized statement of all labor and materials incorporated into the improvement during the preceding month and the portion of the contract price applicable thereto. Upon the written approval of said statement by the Designer it shall be submitted to the City Council at its next regular or adjourned regular meeting, and within seven (7) days after approval by the City Council, City shall pay to Contractor a sum equal to ninety (90%) percent of the contract price apportionment. The remaining ten (10%) percent shall be paid to Contractor thirty-five (35) days after final acceptance of the work by City.

8. Indemnification. Contractor agrees to hold City, and its officers, agents, and employees harmless from any and all liability and claims for damages for death and personal injury, and for property damage, incident to or arising out of the operations of Contractor or any subcontractor under this Agreement, and Contractor further agrees to defend City, and its officers, agents, and employees in any and all lawsuits which may be brought for such damages caused, or alleged to have been caused, by such operations. In addition, Contractor agrees to furnish to the City evidences of insurance coverage as specified in the General Conditions. The approval of such insurance by City shall not constitute a waiver or limitation of any rights under this indemnity agreement, regardless of whether such insurance shall be held to be inapplicable to any such damage or claims therefore.

Executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

\_\_\_\_\_

CITY OF NEVADA CITY  
A Municipal Corporation

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

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature of OWNER or  
authorized officer)

## **GENERAL CONDITIONS**

### **1. Inspection of Construction**

The Engineer shall have access to the work and the site of the work at all times and the Contractor shall afford such access to the Engineer and shall furnish all relevant information requested by him. At the request of the Engineer the Contractor shall open for inspection any part of the work which has been covered up, and if any part of the work has been covered up in contravention of the instructions of the Engineer, or if on being opened up, is found not to be in accordance with the terms of the contract, the expense of opening and recovering shall be charged to the Contractor. If the work has been covered up but not in contravention of such instructions and is found to be in accordance with the terms of the contract, the actual cost of opening and recovering shall be borne by the City, and in such case, if the work of opening and recovering is done by the Contractor, it shall be considered as extra work and paid for accordingly.

### **2. Change Orders**

If for any reason it becomes necessary or desirable to change the alignment, dimensions, or design of the work, the City shall have the right to issue written change orders therefore. If the Contractor considers that any such change involves extra work, he shall immediately so notify the Engineer in writing, and shall make claim for compensation for such work not later than the first day of the month following the month in which the work was performed. If, in the opinion of the Engineer, any change order results in a change in the amount of work performed, the contract price shall be adjusted for extra work or omitted work, as the case may be.

### **3. Contractor's Employees and Subcontractors**

The Contractor shall at all times be responsible for the adequacy and efficiency of his employees and any subcontractor and the latter's employees. All workers shall have adequate skill and experience to perform properly the work assigned to them.

### **4. Errors and Omissions**

If the Contractor in the course of the work becomes aware of any error or omission in the contract documents, or of any discrepancy between such documents and the physical conditions of the work site, he shall immediately inform the Engineer, who shall take such action as he may deem necessary in order to rectify the matter. Any work done after such discovery and without the authorization of the Engineer will be at the Contractor's risk.

### **5. Warranty of Work**

For a period of one (1) year after final acceptance of the work by the City, the Contractor shall make all repairs and replacements arising out of any defective workmanship or materials. If the Contractor fails to make such repairs or replacements within ten (10) days after receiving written notice to do so, or within such further time as may be allowed by the City, the City may undertake such repairs or replacements, in which case the Contractor shall be liable to the City for the cost thereof.

6. Contractor's Responsibility for Work

The Contractor shall be responsible for the proper care and protection of the work, and of all materials delivered to the work site, until completion of the work and its final acceptance by the City.

7. Performance Bond

**No Performance bond shall be required for this project.**

8. Payment Bond

**No Payment (labor materials) bond shall be required for this project.**

9. Workmen's Compensation Insurance

The Contractor shall carry workmen's compensation insurance for all employees working on or about the site of the work, and if any work is subcontracted, the Contractor shall require each subcontractor to carry such insurance for all of the latter's employees, unless they are covered by the Contractor's insurance.

10. Public Liability Insurance

The Contractor shall carry public liability insurance insuring against all liability and claims for personal injury, death, and property damage incident to or arising out of the operations of the Contractor, or any subcontractor, under the contract, in the following amounts: \$1,000,000.00 for personal injury or death of any one person, \$1,000,000.00 for any one accident or occurrence; and \$100,000.00 property damage. Such insurance shall include, as additional insureds, the City of Nevada City, its officers, agents, and employees.

11. Evidence of Insurance: Non-Cancellation Clause

The Contractor shall deliver to the City, concurrently with the execution of the contract, certificates evidencing all insurance required by the contract, and each such certificate shall include a provision to the effect that the policy or policies cannot be canceled or materially modified unless the insurer gives the City at least fifteen (15) days written notice thereof prior to such cancellation or modification.

**PART B**  
**GENERAL CONDITIONS**

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## GENERAL CONDITIONS

### ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

*Agreement* - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement.

*Application for Payment* - The form furnished by ENGINEER which is to be used by CONTRACTOR in requesting progress payments and which is to include the schedule of values required by paragraph 14.1 and an affidavit of CONTRACTOR that progress payments therefore received on account of the Work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment.

*Bid* - The offer or proposal of the Bidder submitting on the prescribed form setting forth the prices for the Work to be performed.

*Bidder* - Any person, firm, or corporation submitting a Bid for the Work.

*Bonds* - Bid, performance, and payment bonds and other instruments of security, furnished by CONTRACTOR and his surety in accordance with the Contract Documents.

*Change Order* - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

*Contract Documents* - The Agreement, Addenda (whether issued prior to the opening of Bid or the execution of the Agreement), Instructions to Bidders, CONTRACTOR's Bid, the Bonds, the Notice of Award, these General Conditions, the Supplementary Conditions, the Specifications, Drawings and Modifications.

*Contract Price* - The total moneys payable to CONTRACTOR under the Contract Documents.

*Contract Time* - The number of days stated in the Agreement for the completion of the Work, computed as provided in paragraph 17.2.

*CONTRACTOR* - The person, firm, or corporation with whom OWNER has executed the Agreement.

*Day* - A calendar day of twenty-four hours measured from midnight to the next midnight.

*Drawings* - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

*ENGINEER* - The person, firm or corporation named as such in the Agreement.

*Field Order* - A written order issued by ENGINEER which clarifies or interprets the Contract Documents in accordance with paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

*Modification* - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by ENGINEER in accordance with paragraph 9.3, or (d) a written order for a minor change or a alteration in the Work issued by ENGINEER pursuant to paragraph 10.2. A Modification may only be issued after execution of the Agreement.

*Notice of Award* - The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

*Notice to Proceed* - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Document.

*OWNER* - A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

*Project* - The entire construction to be performed as provided in the Contract Documents.

*Resident Project Representative* - The authorized representative of ENGINEER who is assigned to the Project site or any part thereof.

*Shop Drawings* - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by CONTRACTOR, a Subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the Work.

*Specifications* - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work. The specifications are customarily organized in 16 divisions in accordance with the Uniform System for Construction Specifications endorsed by the Construction Specifications Institute. [Note: the term "Technical Provisions" formerly described what is now referred to as the Specifications. For uniformity with the usage of other professional societies the term "Project Manual" is used to describe the volume formerly referred to as "The Specifications." The Project Manual contains documents concerning bidding requirements which in general govern relationships prior to the execution of the Agreement (such as the Invitation to Bid, Instructions to Bidders, Bid Bonds and Notice of Award) and the other portions of the Contract Documents.]

*Subcontractor* - An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

*Substantial Completion* - The date as certified by ENGINEER when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purpose for which it was intended: or if there be no such certification, the date when final payment is due in accordance with paragraph 14.13.

*Work* - Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

## **ARTICLE 2 - PRELIMINARY MATTERS**

### *Execution of Agreement:*

2.1 At least three counterparts of the Agreement and such other Contract Documents as practicable will be executed and delivered by CONTRACTOR to OWNER within fifteen days of the Notice of Award; and OWNER will execute and deliver one counterpart to CONTRACTOR within ten days of receipt of the executed Agreement from CONTRACTOR. ENGINEER will identify those portions of the Contract Documents not so signed and such identification will be binding on all parties. OWNER, CONTRACTOR, and ENGINEER shall each receive an executed counterpart of the Contract Documents and additional conformed copies as required.

### *Delivery of Bonds:*

2.2 When he delivers the executed Agreement to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as he may be required to furnish in accordance with paragraph 5.1.

### *Copies of Documents:*

2.3 OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise provided in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### *Contractor's Pre-Start Representations:*

2.4 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the General Requirements (Division 1) of the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

### *Commencement of Contract Time: Notice to Proceed:*

2.5 The Contract Time will commence to run on the thirtieth day after the day on which the executed Agreement is delivered by OWNER to CONTRACTOR; or if Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the ninetieth day after the day of Bid opening or the thirtieth day after the day on which OWNER delivers the executed Agreement to CONTRACTOR. A Notice to Proceed may be given at any time within thirty days after the day on which OWNER delivers the executed Agreement to CONTRACTOR.

*Starting the Project:*

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run.

*Before Starting Construction:*

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error, or discrepancy which he may discover, however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error, or discrepancy in the Drawings or Specifications.

2.8 Within ten days after delivery of the executed Agreement by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER for approval, an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions.

2.9 Before starting the Work at the site, CONTRACTOR shall furnish OWNER and ENGINEER certificates of insurance as required by Article 5. Within twenty days after delivery of the executed Agreement by OWNER to CONTRACTOR, but before starting the Work at the site, a conference will be held to review the above schedules to establish procedures for handling Shop Drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR, and his Superintendent.

**ARTICLE 3 - CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS**

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The CONTRACTOR finds a conflict, error, or discrepancy in the Contract Documents, he shall call it to ENGINEER's attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error, or discrepancy in the Specifications or Drawings. In resolving such conflicts, errors, or discrepancies, the documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Supplementary Conditions, Specifications and Drawings. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

## **ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS**

### *Availability of Lands:*

4.1 OWNER shall furnish, as indicated in the Contract Documents and not later than the date when needed by CONTRACTOR, the lands upon which the Work is to be done, rights-of-way thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise specified in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### *Physical Conditions - Surveys and Reports:*

4.2 Reference is made to the General Requirements (Division 1) of the Specifications for identification of those surveys and investigation reports of subsurface and latent physical conditions at the Project site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparation of the Drawings and Specifications.

### *Unforeseen Physical Conditions:*

4.3 CONTRACTOR shall promptly notify OWNER and ENGINEER in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. ENGINEER will promptly investigate those conditions and advise OWNER in writing if further surveys or subsurface tests are necessary. Promptly thereafter, OWNER shall obtain the necessary additional surveys and tests and furnish copies to ENGINEER and CONTRACTOR. If ENGINEER finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

### *Reference Points:*

4.4 OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for surveying and laying out the Work (unless otherwise provided in the Supplementary Conditions), and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. He shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. CONTRACTOR shall replace and accurately relocate all reference points so lost, destroyed, or moved.

## ARTICLE 5 - BONDS AND INSURANCE

### *Performance, Payment, and Other Bonds:*

#### 5.1 No Bonds are required.

### *Contractor's Liability Insurance:*

5.3 CONTRACTOR shall purchase and maintain such insurance as will protect him from claims under workman's compensation laws, disability benefit laws, or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom – any or all of which may arise out of or result from CONTRACTOR's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the specific coverages and be written for not less than any limits of liability and maximum deductibles specified in the Supplementary Conditions or General Requirements (Division 1) or required by law, whichever is greater, shall include parties. Before starting Work, CONTRACTOR shall file with OWNER and ENGINEER certificates of such insurance, acceptable to OWNER; these certificates shall contain a provision that the coverage afforded under the policies will not be cancelled or materially changed until at least fifteen days prior written notice has been given to OWNER and ENGINEER.

Any deductibles or self-insured retentions must be declared to and approved by the OWNER. At the option of the OWNER, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the OWNER, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the OWNER 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 ENGINEER and the OWNER, its officers, officials, employees, and volunteers are to be covered as insureds 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.

2. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the ENGINEER and the OWNER, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the ENGINEER and the OWNER, 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 be cancelled by either party, except after fifteen (15) days prior written notice by certified mail, return receipt requested, has been given to the OWNER and the ENGINEER.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under *Subdivision (b) of Section 2782 of the Civil Code*.

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

CONTRACTOR shall furnish the OWNER with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the OWNER or on other than the OWNER's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the OWNER before work commences. The OWNER reserved 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 insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

*OWNER's Liability Insurance:*

5.4 OWNER shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

*Property Insurance:*

5.5 Unless otherwise provided, OWNER shall purchase and maintain property insurance upon the Project to the full insurable value hereof. This insurance shall include the interests of OWNER, CONTRACTOR, and Subcontractors in the Work, shall insure against the perils of Fire, Extended Coverage, Vandalism, and Malicious Mischief, and such other perils as may be specified in the Supplementary Conditions or General Requirements (Division 1), and shall include damages, losses, and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys, and other professionals).

5.6 OWNER shall purchase and maintain such steam boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of OWNER, CONTRACTOR, and Subcontractors in the Work.

5.7 Any insured loss under the policies of insurance required by paragraphs 5.5 and 5.6 is to be adjusted with OWNER and made payable to OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.11.

5.8 OWNER shall file a copy of all policies with CONTRACTOR before an exposure to loss may occur. If OWNER does not intend to purchase such insurance, he shall inform CONTRACTOR in writing prior to commencement of the Work. CONTRACTOR may then effect insurance which will protect the interests of himself and his Subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to OWNER. If CONTRACTOR is damaged by failure of OWNER to purchase or maintain such insurance and so to notify CONTRACTOR, then OWNER shall bear reasonable costs properly attributable thereto.

5.9 If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance and the cost thereof shall be charged to CONTRACTOR by appropriate Change Order.

5.10 OWNER and CONTRACTOR waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under paragraphs 5.5 through 5.11, inclusive, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. CONTRACTOR shall require similar waivers by Subcontractors in accordance with paragraph 6.12.

5.11 OWNER as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five days after the occurrence of loss to OWNER's exercise of this power, and if such objection be made, arbitrators shall be chosen as provided in Article 16. OWNER as trustee shall, in that case, make settlement with the insurers in accordance with the directions of such arbitrators. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

*Additional Bonds and Insurance:*

5.12 Prior to delivery of the executed Agreement by OWNER to CONTRACTOR, OWNER may require CONTRACTOR to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers as OWNER may require. If such other Bonds or such other insurance are specified by written instructions given prior to opening of Bids, the premiums shall be paid by CONTRACTOR; if subsequent thereto, they shall be paid by OWNER (except as otherwise provided in paragraph 6.7).

## ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

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### *Supervision and Superintendence:*

6.1 CONTRACTOR shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2 CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

### *Labor, Materials, and Equipment:*

6.3 CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He shall at all times maintain good discipline and order at the site.

6.4 CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment, and machinery, tools, appliances, fuel, power, light, heat, telephone, water, and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

6.5 All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

6.6 All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.

### *Substitute Materials or Equipment:*

7.1 If the General Requirements (Division 1 of the Specifications), law, ordinance, or applicable rules or regulations permit CONTRACTOR to furnish or use a substitute that is equal to any material or equipment specified, and if CONTRACTOR wishes to furnish or use a proposed substitute, he shall, prior to the conference called for by paragraph 2.9 (unless another time is provided in the General Requirements), make written application to ENGINEER for approval of such substitute certifying in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified; stating whether or not its incorporation

in or use in connection with the Project is subject to the payment of any license fee or royalty; and identifying all variations of the proposed substitute from that specified and indicating available maintenance service. No substitute shall be ordered or installed without the written approval of ENGINEER who will be the judge of equality and may require CONTRACTOR to furnish such other data about the proposed substitute as he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as OWNER may require which shall be furnished at CONTRACTOR's expense.

*Concerning Subcontractors:*

6.8 CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. A Subcontractor or other person or organization identified in writing to OWNER and ENGINEER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER or ENGINEER prior to the Notice of Award will be deemed acceptable to OWNER and ENGINEER. Acceptance of any Subcontractor, other person or organization by OWNER or ENGINEER shall not constitute a waiver of any right of OWNER or ENGINEER to reject defective Work or Work not in conformance with the Contract Documents. If OWNER or ENGINEER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award. CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization against whom he has reasonable objection. CONTRACTOR shall not without the consent of OWNER and ENGINEER make any substitution for any Contractor, other person or organization who has been accepted by OWNER and ENGINEER unless ENGINEER determines that there is good cause for doing so.

6.9 CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER or pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.10 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.11 CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER.

6.12 All Work performed for CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which shall contain

provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance provided in accordance with paragraphs 5.5 through 5.11, inclusive, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee under paragraph 5.9. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR under paragraph 5.5 through 5.11, inclusive.

*Patent Fees and Royalties:*

6.13 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work of an invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

*Permits:*

6.14 CONTRACTOR shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall also pay all public utility charges.

*Laws and Regulations:*

6.15 CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work. If CONTRACTOR observes that the Specifications and Drawings are at variance therewith, he shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to ENGINEER, he shall bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules, and regulations.

*Taxes:*

6.16 CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by him in accordance with the law of the place where the Work is to be performed.

*Use of Premises:*

6.17 CONTRACTOR shall confine his equipment, the storage of materials and equipment, and

the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

6.18 CONTRACTOR shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

*Record Drawings:*

6.19 CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show changes made during the construction process. These shall be available to ENGINEER and shall be delivered to him for OWNER upon completion of the Project. [Note: Further provisions in respect of such record drawings may be included in the General Requirements (Division 1).]

*Safety and Protection:*

6.20 CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

6.20.1 all employees on the Work and other persons who may be affected thereby,

6.20.2 all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site and

6.20.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for its safety and protection. He shall notify OWNERS of adjacent utilities when prosecution of the Work may affect them. All damage, injury, or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR: except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that Work is acceptable

6.21 CONTRACTOR shall designate a responsible member of his organization at the site whose duties shall be the prevention of accidents. This person shall be CONTRACTOR's

superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

*Emergencies:*

6.22 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If CONTRACTOR believes that additional work done by him in any emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

*Shop Drawings and Samples:*

6.23 After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for approval, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8) five copies (or at ENGINEER's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction, and the like to enable ENGINEER to review the information as required.

6.24 CONTRACTOR shall also submit to ENGINEER for approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.25 At the time of submission, CONTRACTOR shall in writing call ENGINEER's attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents.

6.26 ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but his review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by ENGINEER on previous submissions. CONTRACTOR's stamp of approval on any Shop Drawing or sample shall constitute a representation to OWNER and ENGINEER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

6.27 Where a Shop Drawing or sample submission is required by the Specifications, no related

Work shall be commenced until the submission has been approved by ENGINEER. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by CONTRACTOR at the site and shall be available to ENGINEER.

6.28 ENGINEER's approval of Shop Drawings or samples shall not relieve CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to such deviation at the time of submission and ENGINEER has given written approval to the specific deviation, nor shall any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

*[Note: Further provisions in respect to Shop Drawings and samples may be included in the General Requirements (Division 1).]*

*Cleaning:*

6.29 CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Work, and at the completion of the Work he shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents. *[Note: Further provisions in respect to cleaning may be included in the General Requirements (Division 1).]*

*Indemnification:*

6.30 CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.31 In any and all claims against OWNER or ENGINEER or any of their agents or employees by an employee of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.32 The obligations of CONTRACTOR under paragraph 6.30 shall not extend to the liability of ENGINEER, his agents, or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by ENGINEER, his agents, or employees provided such giving or failure to give is the primary cause of injury or damage.

## **ARTICLE 7 - WORK BY OTHERS**

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7.1 OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. CONTRACTOR shall afford the other CONTRACTOR'S who are parties to such direct contracts (or OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the other work as fit and proper for the relationship of his Work except as to defects and deficiencies which may appear in the other work after the execution of his Work.

7.3 CONTRACTOR shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. CONTRACTOR shall not endanger any work by others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and of the other CONTRACTOR'S whose work will be affected.

7.4 If the performance of additional work by other CONTRACTOR'S or OWNER is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves him in additional expenses or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

## **ARTICLE 8 - OWNER'S RESPONSIBILITIES**

8.1 OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2 In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objections, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

8.3 OWNER shall furnish the data required of him under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraph 14.4 and 14.13.

8.4 OWNER'S duties in respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation

reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 OWNER's responsibilities in respect of liability and property insurance are set forth in paragraph 5.4 and 5.5.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.4) shall be obligated to execute Change Orders.

8.7 OWNER's responsibility in respect of certain inspections, tests, and approvals is set forth in paragraph 13.2.

8.8 In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.8 and 15.1. Paragraph 15.2 deals with the OWNER's right to terminate services of CONTRACTOR under certain circumstances.

## **ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION**

### *OWNER's Representative:*

9.1 ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of OWNER and ENGINEER.

### *Visits to Site:*

9.2 ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. His efforts will be directed toward providing assurance for OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work of CONTRACTOR'S.

### *Clarifications and Interpretations:*

9.3 ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation entitles him to an increase in the Contract Price, he may make a claim therefore as provided in Article 11.

### *Rejecting Defective Work:*

9.4 ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty, or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in paragraph 13.2 or has been damaged prior to approval of final payment). He will also have authority to require special inspection or testing of the Work as provided in paragraph 13.7, whether or not the Work is fabricated, installed, or completed.

### *Shop Drawings, Change Orders and Payments:*

9.5 In connection with ENGINEER's responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.28 inclusive.

9.6 In connection with ENGINEER's responsibility for Change Orders, see Articles 10, 11, and 12.

9.7 In connection with ENGINEER's responsibilities in respect of Applications for Payment, etc., see Article 14.

*Resident Project Representative:*

9.8 If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative and assistants to assist ENGINEER in carrying out his responsibilities at the site. The duties, responsibilities, and limitations of authority of any such Resident Project Representative and assistants shall be as set forth in an exhibit to be incorporated in the Contract Documents.

*Decisions on Disagreements:*

9.9 ENGINEER will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both OWNER and CONTRACTOR. He will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes, and other matters relating to the execution of or performance under the Contract Documents shall be referred to ENGINEER for decision; which he will render in writing within a reasonable time.

9.10 Either OWNER or CONTRACTOR may demand arbitration with respect to any such claim, dispute or other matter that has been referred to ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16, such arbitration to be in accordance with Article 14.16, such arbitration to be in accordance with Article 16. However, no demand for arbitration of any such claim, dispute, or other matter shall be made until the earlier of (a) the date on which ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to ENGINEER if he has not rendered his written decision before that date. No demand for arbitration shall be made later than thirty days after the date on which ENGINEER rendered his written decision in respect to the claim, dispute, or other matter as to which arbitration is sought; and the failure to demand arbitration within said thirty days' period shall result in ENGINEER's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

*Limitations on ENGINEER's Responsibilities:*

9.11 Neither ENGINEER's authority to act under this Article 9 or else where in the Contract Documents nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any materialman, fabricator, supplier, or any of their agents or employees any other person performing any of the Work.

9.12 ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.13 ENGINEER will not be responsible for the acts or omissions of CONTRACTOR, or any

Subcontractors, or any of his or their agents or employees, or any other persons at the site or otherwise performing any of the Work.

## **ARTICLE 10 - CHANGES IN THE WORK**

10.1 Without invalidating the Agreement, OWNER may, at any time or from time to time, other additions, deletions, or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2 ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If CONTRACTOR believes that any minor change or alteration authorized by ENGINEER entitles him to an increase in the Contract Price, he may make a claim therefore as provided in Article 11.

10.3 Additional Work performed by CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.22 and except as provided in paragraphs 10.2 and 13.7.

10.4 OWNER shall execute appropriate Change Orders prepared by ENGINEER covering changes in the Work to be performed as provided in paragraph 4.3, and Work performed in an emergency as provided in paragraph 6.22 and any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by ENGINEER.

10.5 It is CONTRACTOR's responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

## ARTICLE 11 - CHANGE OF THE CONTRACT PRICE

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11.1 The Contract Price constitutes the total compensation payable to CONTRACTOR for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to OWNER and ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

11.3.2 By mutual acceptance of a lump sum.

11.3.3 On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

### *Cost of the Work:*

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foreman at the site. The expenses of performing work after regular working hours on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in

connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to OWNER who will then determine with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4 Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, traveling, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses

shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for bonds and insurance which OWNER is required to pay in accordance with paragraph 5.12.

11.5 The term Cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1--all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2 Expenses of CONTRACTOR's principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in subparagraph 11.4.5.9).

11.5.5 Costs due to negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongfully supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

*Contractor's Fee:*

11.6 The Contractor's Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows:

11.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1 for costs incurred under paragraphs 11.4.1 and 11.4.2, the Contractor's Fee shall be ten percent,

11.6.2.2 for costs incurred under paragraph 11.4.3, the Contractor's Fee shall be five percent; and if a sub contract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3 no fee shall be payable on the tasks of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

*Cash Allowance:*

11.9 It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such materialmen, suppliers or Subcontractors and for such sums within the limit of the allowances as ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

## ARTICLE 12 - CHANGE OF THE CONTRACT TIME

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12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

**ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OF ACCEPTANCE OF DEFECTIVE WORK**

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*Warranty and Guarantee:*

13.1 CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in paragraph 13.2. All unsatisfactory Work, all faulty or defective Work, and all Work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, test or approvals, shall be considered defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

*Tests and Inspections:*

13.2 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by some public body, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. All other inspections, tests and approvals required by the Contract Documents shall be performed by organizations acceptable to OWNER and CONTRACTOR and the costs thereof shall be borne by OWNER unless otherwise specified.

13.3 CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all inspections, tests or approvals. If any such Work required so to be inspected, tested or approved is covered without written approval of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation, and such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of his intention to cover such Work and ENGINEER has not acted with reasonable promptness in response to such notice.

13.4 Neither observations by ENGINEER nor inspections, tests or approvals by persons other than CONTRACTOR shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

*Access to Work:*

13.5 ENGINEER and his representatives and other representatives of OWNER will at reasonable times have access to the Work. CONTRACTOR shall provide proper and safe facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

*Uncovering Work:*

13.6 If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for his observation and replaced at CONTRACTOR's expense.

13.7 If any Work has been covered which ENGINEER has not specifically requested to observe prior to its being covered, or if ENGINEER considers it necessary or advisable that covered Work be

inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided in Articles 11, and 12.

*OWNER May Stop the Work:*

13.8 If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or if CONTRACTOR fails to make prompt payments to Subcontractors or for labor, materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

*Correction or Removal of Defective Work:*

13.9 If required by ENGINEER prior to approval of final payment, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct or defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as specified in a written notice from ENGINEER, OWNER may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR, and an appropriate deductive Change Order shall be issued. CONTRACTOR shall also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

*One Year Correction Period:*

13.10 If after the approval of final payment and prior to the expiration of one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

*Acceptance of Defective Work:*

13.11 If instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to approval of final payment, also ENGINEER) prefers to accept it, he may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by CONTRACTOR to OWNER.

*Neglected Work by Contractor:*

13.12 If CONTRACTOR shall fail to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, OWNER, after seven days' written notice to CONTRACTOR may, without prejudice to any other remedy he may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against CONTRACTOR if ENGINEER approves such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to OWNER.

**ARTICLE 14 - PAYMENTS AND COMPLETION**

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*Schedules:*

14.1 At least ten days prior to submitting the first Application for a progress payment, CONTRACTOR shall submit a progress schedule, a final schedule of Shop Drawing and a schedule of values of the Work. These schedules shall be satisfactory in form and substance to ENGINEER. The schedule of values shall include quantities and unit prices aggregating the Contract Price, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedules of values by ENGINEER, it shall be incorporated into the form of Application for Payment furnished by ENGINEER.

*Application for Progress Payment:*

14.2 At least ten days before such progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such data and schedules as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment.

*Contractor's Warranty of Title:*

14.3 CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

*Approval of Payments:*

14.4 ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing his approval of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by ENGINEER.

14.5 ENGINEER's approval of any payment requested in an Application for Payment will constitute a representation by him to OWNER, based on ENGINEER's on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to the evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval); and that CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment ENGINEER will not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, or procedures of construction, or that he has made any examination to ascertain how or for what purpose CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials or equipment has passed to OWNER free and clear of any Liens.

14.6 ENGINEER's approval of final payment will constitute an additional representation by him to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7 ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect OWNER from loss because:

14.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,

14.7.2 claims or Liens have been filed or there is reasonable cause to believe such may be filed,

14.7.3 the Contract Price has been reduced because of Modifications,

14.7.4 OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.11, or

14.7.5 of unsatisfactory prosecution of the Work, including failure to furnish acceptable submittals or to clean up.

*Substantial Completion:*

14.8 Prior to final payment, CONTRACTOR may, in writing to OWNER and ENGINEER, certify that the entire Project is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Project to determine the status of completion. If ENGINEER does not consider the Project substantially complete, he will notify CONTRACTOR in writing giving his reasons therefore. If ENGINEER considers the Project substantially complete, he will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion and the responsibilities between OWNER and CONTRACTOR for maintenance, heat and utilities. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment, and the certificate shall fix the time within which such items shall be completed or corrected, said time to be within the Contract Time. OWNER shall have seven days after receipt of the tentative certificate during which he may make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Project is not substantially complete, he will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating his reasons therefore. If, after consideration of OWNER's objections, ENGINEER considers the Project substantially complete, he will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as he believes justified after consideration of any objections from OWNER.

14.9 OWNER shall have the right to exclude CONTRACTOR from the Project after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete

or correct items on the tentative list.

*Partial Utilization:*

14.10 Prior to final payment, OWNER may request CONTRACTOR in writing to permit him to use a specified part of the Project which he believes he may use without significant interference with construction of the other parts of the Project. If CONTRACTOR agrees, he will certify to OWNER and ENGINEER that said part of the Project is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Project. Within a reasonable thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Project to determine its status of completion. If ENGINEER does not consider that it is substantially complete, he will notify OWNER and CONTRACTOR in writing giving his reasons therefore. If ENGINEER considers that part of the Project to be substantially complete, he will execute and deliver to OWNER and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, attaching thereto a tentative list of items to be completed or corrected before final payment and fixing the responsibility between OWNER and CONTRACTOR for maintenance, heat and utilities as to that part of the Project. OWNER shall have the right to exclude CONTRACTOR from any part of the Project which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

*Final Inspection:*

14.11 Upon written notice from CONTRACTOR that the Project is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

*Final Application for Payment:*

14.12 After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents--all as required by the Contract Documents, he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of the Contract Documents and the labor and services performed and the material and equipment furnished thereunder. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, materials and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, materialman, fabricator or supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify him against any Lien.

*Approval of Final Payment:*

14.13 If, on the basis of his observation and review of the Work during construction, his final

inspection and his review of the final Application for Payment--all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all his obligations under the Contract Documents, he will, within ten days after receipt of the final Application for Payment, indicate in writing his approval of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.16. Otherwise, he will return the Application to CONTRACTOR, indicating in writing his reasons for refusing to approve final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of an approved final Application for Payment, pay CONTRACTOR the amount approved by ENGINEER.

14.14 If after Substantial Completion of the Work final completion thereof is materially delayed through no fault of CONTRACTOR, and ENGINEER so confirms, OWNER shall, upon certification by ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CONTRACTOR to the ENGINEER prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

*Contractor's Continuing Obligation:*

14.15 CONTRACTOR's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval or any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Project or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any correction of defective work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents.

*Waiver of Claim:*

14.16 The making and acceptance of final payment shall constitute:

14.16.1 a waiver of all claims by OWNER against CONTRACTOR other than those arising from unsettled Liens, from defective work appearing after final inspection pursuant to paragraph 14.11 or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and

14.16.2 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

## ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

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### *OWNER May Suspend Work:*

15.1 OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

### *OWNER May Terminate:*

15.2 If CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of ENGINEER, or if he otherwise violates any provision of the Contract Documents, then OWNER may, without prejudice to any other right or remedy and after giving CONTRACTOR and his Surety seven days' written notice, terminate the services of CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be determined by ENGINEER and incorporated in a Change Order.

15.3 Where CONTRACTOR's services have been so terminated by OWNER, said terminations shall not affect any rights of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by OWNER due CONTRACTOR will not release CONTRACTOR from liability.

15.4 Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any right or remedy, elect to abandon the Project and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

*Contractor May Stop Work or Terminate:*

15.5 If, through not act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or OWNER fails to pay CONTRACTOR any sum approved by ENGINEER or awarded by arbitrators within thirty days of its approval and presentation, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' notice to OWNER and ENGINEER stop the Work until he has been paid all amounts then due.

## **ARTICLE 16 - ARBITRATION**

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16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.16, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. This Agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

16.2 Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy shall be filed with ENGINEER. The demand for arbitration shall be made within the thirty-day period specified in paragraph 9.10 where applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16.3 CONTRACTOR will carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed by him and OWNER in writing.

## **ARTICLE 17 - MISCELLANEOUS**

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*Giving Notice:*

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

*Computation of Time:*

17.2 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

*General:*

17.3 All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

17.4 A All Specifications, Drawings and copies thereof furnished by ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.5 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.10 and 14.3 and the rights and remedies available to OWNER and ENGINEER thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to them which are otherwise imposed or available by law, by special guarantees or by other provisions of the Contract Documents.

17.6 Should OWNER or CONTRACTOR suffer injury or damage to his person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.7 The Contract Documents shall be governed by the law of the place of the Project.

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## SUPPLEMENTARY CONDITIONS

### 1.1 Standard Codes

The following standard codes may be referred to herein:

Uniform Building Code (ICBO), current addition  
California Uniform Building Code (CAUBC), current edition  
Uniform Plumbing Code (IAPMO), current addition  
National Electrical Code, current addition

### 2.1 Abbreviations

Wherever the following abbreviations are used, the intent and meaning shall be interpreted as follows:

C	onc.	concrete
Elev.		elevation
Ext	.	exterior
FT	, ft.	feet
GA	, ga.	gage
MA	X., max.	maximum
MIN	., min.	minimum
L.F.		lineal feet
SQ	. FT.	square feet
DI	A.	diameter
EA.		each
NO.		number
L.S.		lump sum
	CMP	corrugated metal pipe
AB		aggregate base
	SSP	sanitary sewer pipe
PSI,	psi	pounds per square inch
	PSF, psf	pounds per square foot
TYP		typical

### 3.1 Time of Completion

The CONTRACTOR shall prosecute the work so that all portions of the projects shall be complete and ready for use within 90 calendar days after the date of notice to proceed.

#### 4.1 Damages for Avoidable Delay

In accordance with the provisions of this contract, the CONTRACTOR and the OWNER agree that OWNER will incur extra cost and expense if the work is not completed within the time allowed in the previous paragraph. Inasmuch as the amount of these damages will be difficult to compute, CONTRACTOR and OWNER hereby agree that CONTRACTOR shall pay \$100.00 per calendar day for each day beyond the time of completion for which the work has not been completed by CONTRACTOR. Completion is defined for purposes of this article as the condition of the work at the time the Engineer prepares a definitive certificate of Substantial Completion as referred to in Article 14.8 of the General Conditions.

#### 5.1 Insurance Requirements

CONTRACTOR shall purchase and maintain insurance as required under Article 5.3 of the General Conditions in amounts of coverage not less than the following amounts:

- |       |   |  |
|-------|---|--|
| 5.1.1 | General Liability:<br>(Including operations, products and completed operations) | \$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. |
| 5.1.2 | Automobile Liability:   | \$1,000,000 per accident for bodily injury and property damage.  |

#### 6.1 Indemnity

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

## 7.1. General Notes:

- A. The CONTRACTOR shall examine the working drawings: architectural, structural, mechanical and electrical, and shall notify the architect and/or engineers of any discrepancies he may find before proceeding with the work.
- B. The CONTRACTOR shall verify and be responsible for all dimensions and conditions at the site and shall notify the designer of discrepancies between the actual conditions and information shown on the drawings before proceeding with the work.
- C. All work shall conform to the minimum standards for the latest edition of the Uniform Building Code, Caltrans Standard General Specifications and such other regulating agencies exercising authority over any portion of the work.
- D. Specifications (if included) are integral to the drawings. Notify designer before proceeding with any work if any disparity arises between drawings and specifications.
- E. All work shall conform to the best practice prevailing in the various trades comprising the work.
- F. Specific notes and details shall take precedence over General Notes and Typical Details. Dimensions shall supersede scale.
- G. Details shown describe the general intent and character of the project. Any specific areas not drawn shall be similar to those details that are related in location, intent, or function.
- H. All subcontractors shall be held responsible for all conditions, ordinances, code and requirements pertinent to their category of work as dictated by regulatory agencies.
- I. All subcontractors shall be held responsible for any damage to another's work caused by subcontractor, its employees or agents.
- J. General CONTRACTOR to maintain site in a clean and neat manner. Remove and legally dispose of all debris, rubbish, etc. Remove all materials from those not intended for their application, such as paint spatters, masking materials, asphalt, etc.
- K. The Contractor shall contact the City of Nevada City, City Engineer to schedule a pre-construction meeting at least ten (10) working days prior to the start of construction (telephone 530-265-2496).
- L. Contractor shall assume sole and complete responsibility for construction of this project, including safety of all persons and property. This requirement shall apply continuously and not be limited to normal working hours. The contractor shall defend, indemnify and hold the owner and the design engineer harmless from any and all liability, real or alleged in connection with the performance of the work on this project, excepting for liability arising from the intentional negligence of the owner or engineer.
- M. The contractor is hereby notified that prior to commencing construction he is responsible for contacting all utility companies for verification at the construction site of the locations

of all underground facilities where such facilities may conflict with placement of improvements shown on this plan. Call 'Underground Service Alert' at 800-642-2444 prior to any excavation.

- N. The locations of all underground facilities shown on this plan are approximate. A reasonable effort has been made to locate and delineate all underground facilities. However, the design engineer assumes no liability for the accuracy or completeness of the existing facilities shown on here on or for the existence of other underground utilities not shown on these plans. The contractor shall verify the location of all existing facilities interfering with the construction of improvements. If so directed by the design engineer, the contractor shall stop work immediately until remedial action can be taken. Any cost resulting from the contractor's failure to report and or failure to stop work as directed will be the responsibility of the contractor.
- O. The contractor shall request construction staking for any particular phase of work no less than two working days prior to commencement of construction.
- P. The contractor is responsible for the protection of all existing monuments and other survey markers during construction. Monuments disturbed, or lost, due to construction activities will require that the contractor have them replaced, in kind, by a licensed California Land Surveyor-who will be required to file either a Corner Record, or Record of Survey, with the County-whichever will meet the requirements of L.S. Act Section 8773
- Q. The Contractor shall provide one complete set of As-Built Drawings. Any changes to the plans shall be shown on a clean set of drawings marked in red and given to the City Engineer at job completion.

## 8.1 Prevailing Wages

Contractor shall pay each laborer, workman or mechanic in accordance with Federal Prevailing Wage Rates and the California Labor Code (excerpts included herein). These wage rates are hereby made a part of this contract:

### State General Prevailing Wage Determinations in effect on date advertised

General prevailing wage determination

Journeyman and Apprentice Prevailing Wage Rates can be accessed at the following websites:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.html> and

<http://www.dir.ca.gov/das/publicworks.html>

*Reference: Labor Code 1773.2*

### Federal Prevailing Wage Determinations in effect on bid date

#### **General Decision # CA170009 01/27/2017 CA9**

General Decision County Index for CA: <http://www.wdol.gov/wdol/scafiles/davisbacon/ca.html>.

Select the county where the work will be performed. *Reference: Davis Bacon Act*

### Electronic Certified Payroll Records

- All contractors must furnish electronic certified payroll records to the Labor Commissioner using the online eCPR data system
- No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- The contractor shall post job site notices prescribed by regulation. (See 8 Calif. Code Reg. §16451(d))

Excerpts from CA Labor Code

**1771.1.** (a) A contract or or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

**1774.** The contractor to whom the contract is awarded, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract.

**1775.**

(a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contract or or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be

reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

*(Amended by Stats. 2011, Ch. 677, Sec. 1. Effective January 1, 2012.)*

### **1776.**

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract

and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 177-1.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of laws shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one

hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

*(Amended by Stats. 2014, Ch. 28, Sec. 71. Effective June 20, 2014.)*

### **1777.5.**

(a) This chapter does not prevent the employment of properly registered apprentices upon public works.

(b) (1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under a apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under

that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when

it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002–03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars

(\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

*(Amended by Stats. 2016, Ch. 746, Sec. 1. Effective January 1, 2017.)*

1813. The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

1815. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

9 Project Specifications -

This project is funded by California Department of Forestry and Fire Protection, Tree Mortality Program Grant. All work shall comply with CA State Division of Labor Standards and CA Department of Industrial Relation requirements. It is expected that Contractor will provide the highest level of quality in tree services compatible with CALFIRE Standards and Practices.

Note: Contractor shall pay Prevailing Wages based on State Wage Rate Determinations in effect on date advertised.

Scope of Work

Work generally consists of tree removal services at various locations as shown on the project maps. This includes removal of approximately 1,000 trees that have died or are dying from invasion of bark beetle and drought conditions. In all areas where tree removal is being performed and within 100' of the work area, the contractor shall provide fuel management. Fuel management shall include removal, chipping or safe dispersing of heavy fuel loads (continuous brush, downed vegetation or small trees).

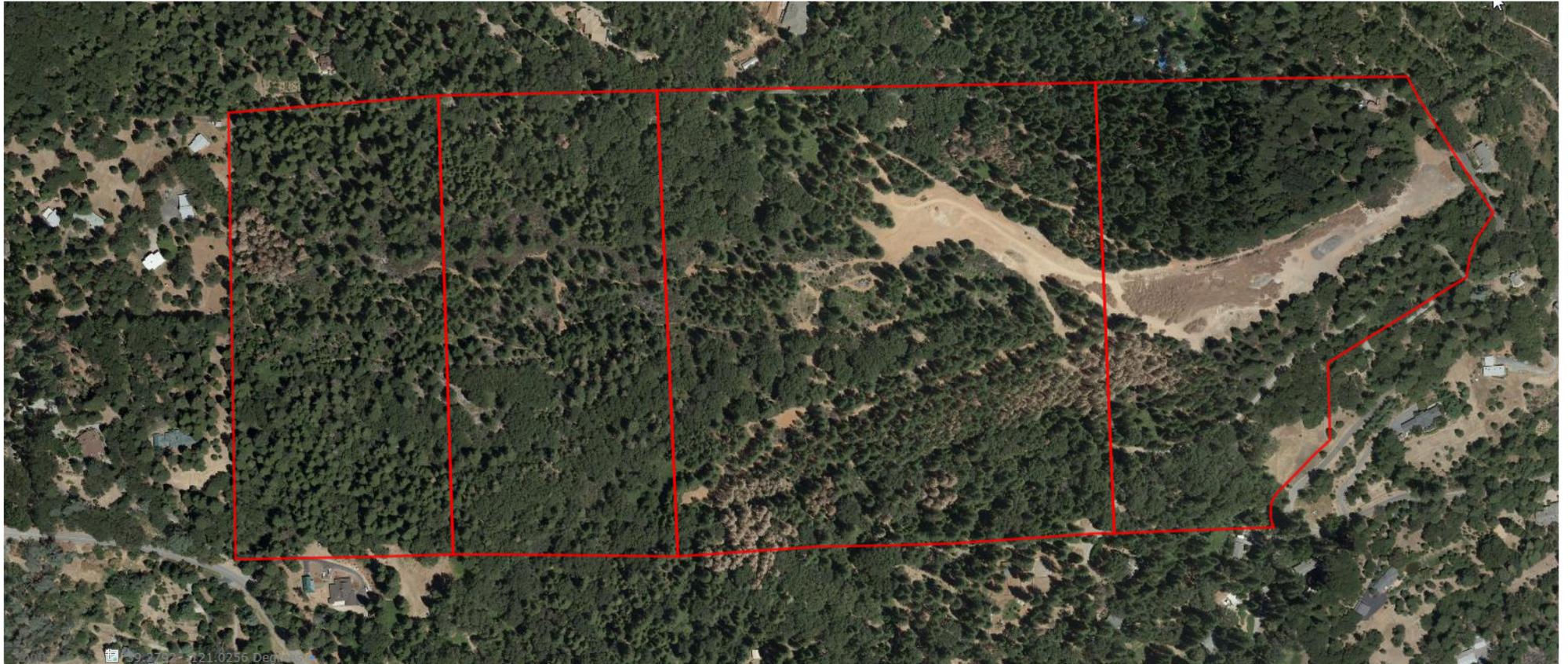
Sales of timber can be used by the contractor as a means to offset costs of fuel management and tree removal.

Registered forester services to be provided by the contractor for CALFIRE permitting.

Site cleanup shall be completed upon completion of tree removal. This shall full removal of trees and branches and/or chipping wherever possible. Where access is limited, logs and branches can be dispersed in the forested area provided that a safe fuel management approach is utilized. Ground disturbance should be minimized. Any grading disturbance areas should be stabilized using wood chips.

Limit of Work: Limit of work is within City owned parcels as shown on the maps included with contract documents. No work is anticipated within 20' of property line. If survey is required, this shall be provided by the contractor. Removal of dead or dying trees should include all areas within 200' of any roadway, trail or building structure.

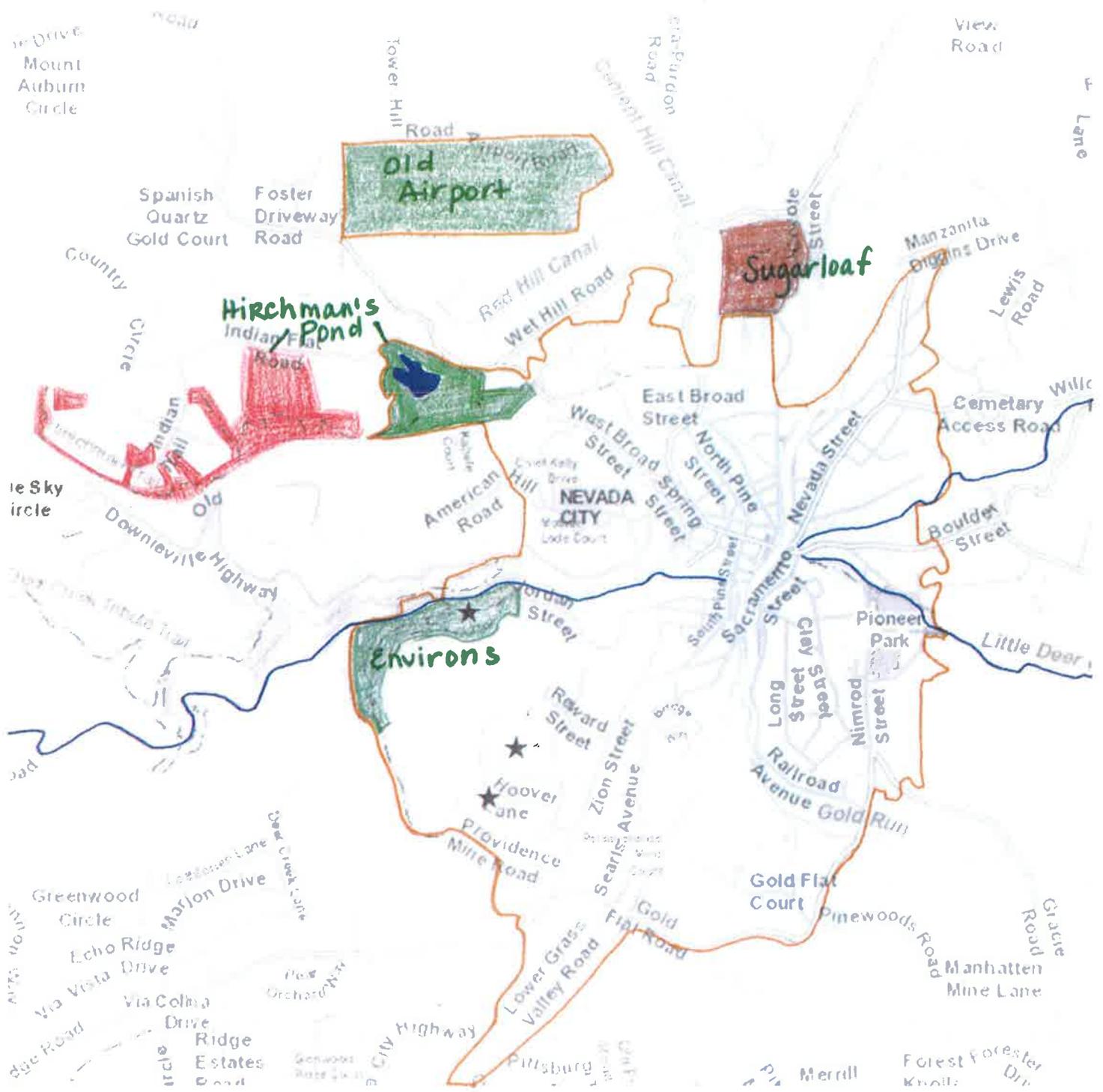












-  Project Properties in LRA - Tree Mortality
-  Project Properties in SRA - Tree Mortality
-  Water Courses
-  City Limits
-  Public Facilities: Water Treatment Plant & Schools

Project Tracking #: 16-NEW-0049

Project Name: Nevada City Tree Mortality

**CITY OF NEVADA CITY**  
**DRAFT ACTION MINUTES**  
**REGULAR CITY COUNCIL MEETING OF APRIL 12, 2017**

**NOTE:** This meeting is available to view on the City's website [www.nevadacityca.gov](http://www.nevadacityca.gov) – Go to [Quick Links](#) and Click on [Agendas & Minutes](#) and find the Archived Videos in the middle of the screen. Select the meeting date and Click on [Video](#) to watch the meeting. For website assistance, please contact Corey Shaver, Deputy City Clerk at (530) 265-2496, ext 133.

- City Council Meetings are available on DVD. To order, contact City Hall - cost is \$15.00 per DVD.
- Closed Session Meetings are not recorded.

**CLOSED SESSION MEETING – 5:00 PM**

1. Pursuant to Government Code Section 54956.8, a closed session is requested with negotiators City Manager Mark Prestwich, Assistant City Manager Catrina Olson and Consulting City Attorney Hal DeGraw regarding possible sale of City-owned property.
2. Conference with Labor Negotiators – Pursuant to Government code §54957.6 a closed session with Mark Prestwich, City Manager and Catrina Olson, Assistant City Manager as the City's designated representatives for negotiations on compensation adjustment for Police Chief and Nevada City Police Officers Association successor Memorandum of Understanding.
3. Pursuant to Government Code Section 54956.9(a), the City Attorney and contract attorney P. Scott Browne are requesting a closed session item to discuss, confer and receive advice on the pending litigation case of *Friends of Spring Street v. Nevada City, et al.* C081195, Nevada County Superior Court No. CU15080911 following receipt of a not to be published decision of the Third Appellate District Court.”
4. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION pursuant to Government Code §54956.9 – Significant exposure to litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 1 potential case.

**Action:** Staff to proceed as directed.

**REGULAR MEETING – 6:30 PM - Call to Order**

**Roll Call:** Present: Moberg, Parker, Vice Mayor Strawser & Mayor Phelps  
Absent: Senum

**PLEDGE OF ALLEGIANCE**

**PROCLAMATION:**

**PRESENTATION:**

**1. BUSINESS FROM THE FLOOR-PUBLIC COMMENT** (Per Government Code Section 54954.3)

Please refer to the meeting video on the City's website at [www.nevadacityca.gov](http://www.nevadacityca.gov).

**2. COUNCIL MEMBERS REQUESTED ITEMS AND COMMITTEE REPORTS:**

Please refer to the meeting video on the City's website at [www.nevadacityca.gov](http://www.nevadacityca.gov) for comments.

**3. CONSENT ITEMS:**

1. **Subject:** Temporary Loan of City Documents to Doris Foley Historical Library  
**Recommendation:** Pass a Motion authorizing Mayor to sign Agreement for Temporary Loan of Nevada City Documents to Doris Foley Historical Library.

2. **Subject:** Operations & Maintenance Agreement with the Department of Toxic Substances Control for Stiles Mill Property  
**Recommendation:** Pass a Motion authorizing Mayor to Sign the Operations & Maintenance Agreement.
3. **Subject:** Accounts Payable Report – March 2017  
**Recommendation:** Receive and file.
4. **Subject:** Farmers Market Street Closure Request  
**Recommendation:** Review and authorize Nevada City Farmers Market street closure request per application.
5. **Subject:** Compensation Adjustments for Part-Time Community Service Officer I Classification  
**Recommendation:** Pass a motion authorizing compensation adjustments for the City's part-time Community Service Officer I Classification.
6. **Subject:** Award of Contract for Water and Sewer Repairs at Various Locations in Nevada City  
**Recommendation:** Pass a Motion awarding a contract to CME Services in the amount of \$75,448 plus \$5,000 contingencies for Water and Sewer Repairs at Various Locations in Nevada City and authorize the Mayor to sign.
7. **Subject:** Contract for Annual Financial Audit Services  
**Recommendation:** Pass Resolution 2017-22 authorizing the Assistant City Manager to sign an agreement engaging the services of Smith and Newell CPA's to perform annual auditing services for the City of Nevada City for fiscal year 2016-2017 and 2017-2018.
8. **Subject:** Award of Contract Change Order for Sidewalk Improvements at Various Locations in Nevada City  
**Recommendation:** Pass Resolution 2017-23 awarding a contract change order to Central Valley Engineering & Asphalt, Inc., Roseville, CA in the amount of \$25,000 for sidewalk improvements at various locations and authorize the Mayor to sign.

**Action:** Motion by Parker, seconded by Moberg to approve Consent Items as presented  
**(Approved 4 – 0; Senum absent)**

#### 4. APPROVAL OF ACTION MINUTES:

##### A. City Council Meeting – March 22, 2017

**Action:** Motion by Strawser, seconded by Parker to approve March 8, 2017 Minutes as revised to note Council direction regarding minimum 21-year-old age requirement for the Cannabis Dispensary Ordinance.  
**(Approved 4 – 0; Senum absent)**

#### 5. DEPARTMENT REQUESTED ACTION ITEMS AND UPDATE REPORTS:

1. **Subject:** Nevada County Transportation Commission's (NCTC) Draft Fiscal Year (FY) 2017/18 Overall Work Program  
**Recommendation:** Review projects proposed for inclusion in the NCTC FY 2017/18 Overall Work Program (OWP) and pass Resolution 2017-24 approving the projects proposed for inclusion in the NCTC FY 2017/18 OWP.

**Action:** Motion by Strawser, seconded by Parker to Pass Resolution 2017-24 approving the projects proposed for inclusion in the NCTC FY 2017/18 OWP.  
**(Approved 4 – 0; Senum absent)**

2. **Subject:** Nevada City Chamber of Commerce Street Closure Requests  
**Recommendation:** Review and authorize Nevada City Chamber of Commerce street closure requests per application.

**Action:** Motion by Strawser, seconded by Parker to authorize Nevada City Chamber of Commerce street closure requests per application with additional information forthcoming related to the Duck Race and direct staff to research ordinance authorizing alcohol at Chamber sponsored events.  
**(Approved 4 – 0; Senum absent)**

3. **Subject:** Monthly Update on City Council Six-Month Strategic Objectives  
**Recommendation:** Receive and file.

**Action:** Received and filed.

4. **Subject:** Repayment & Indemnification Agreement between the California Department of Housing and Community Development and the City of Nevada City regarding repayment of ineligible and potentially ineligible Program costs  
**Recommendation:** Authorize mayor or mayor's staff designee to sign Agreement as is or as may be modified as to its terms.

**Action:** Motion by Strawser, seconded by Parker authorizing the Mayor or Mayor's designee to sign agreement with the California Department of Housing and Community Development as is or as may be modified to its terms.  
**(Approved 4 – 0; Senum absent)**

## 6. PUBLIC HEARINGS:

## 7. OLD BUSINESS:

- A. **Subject:** An Ordinance Amending Chapter 9.22 of Title 9 of the Nevada City Municipal Code Entitled "Prohibiting Medical Marijuana Dispensaries," and Renaming It "Medical Cannabis Dispensaries and Other Cannabis Business Activity"; Adding Chapter 17.142 Entitled "Medical Cannabis Uses and Activity" to the Nevada City Municipal Code; and Amending Chapter 17.36 Entitled "Local Business Zone," Chapter 17.40 Entitled "General Business Zone," and Chapter 17.48 Entitled "Light Industrial Zone" (2nd Reading)  
**Recommendation:** 1) Resolution 2017-XX approving the Notice of CEQA Exemption; 2) Introduce for second reading an Ordinance for the regulation of Medical Cannabis Dispensaries within City limits, waiving reading of the Ordinance; read title only, and adopt the Ordinance; 3) Direct staff to prepare fee recommendations related to the application and permitting process and develop a draft application procedure for Council's consideration; and 4) Direct staff to develop a ballot measure recommendation for the June 2018 election that would apply a tax on cannabis related businesses.

**Action:** Motion by Strawser, seconded by Parker, to adopt the Resolution 2017-25 finding that the adoption of the ordinance as corrected is not a "project" under CEQA because the ordinance will allow for the establishment of medical cannabis dispensaries to operate in a similar manner as traditional pharmacies which will not cause a direct physical change in the environment nor a reasonably foreseeable indirect physical change in the environment and even if the Ordinance could be considered a "project" it is exempt pursuant the California Environmental Quality Act (CEQA) Sections

- a. Section 15061(b) (3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment
- b. Section 15183 (projects consistent with a community plan, general plan, or zoning) since the type of business permitted by the ordinance is consistent with those contemplated by general plan and zoning, such as traditional pharmacies;
- c. Section 15301 (existing facilities) since the permitted medical cannabis dispensary business under the ordinance may locate in existing facilities, and any additions to structures would be expected to be also exempt under 15301; and
- d. Section 15303 (new construction or conversion of small structures). The medical cannabis business will be established in an urban area, and given the build out of the existing city, sufficient existing leasable property, the amount of construction that would occur is minimal to non-existent, and any such construction would be less than the thresholds established in Section 15303.

**(Approved 4 – 0; Senum absent)**

**Action:** Motion by Moberg, seconded by Strawser, to introduce the revised Ordinance for a second reading, waive reading, read title only and adopt Ordinance 2017-06 regulating Cannabis Dispensaries with the noted correction to Section 9.22.090.J(1) that limits the dispensary employee age to at least twenty-one (21) years.

**(Approved 4 – 0; Senum absent)**

**Action:** Staff also directed to 1) prepare fee recommendations related to the application and permitting process and develop a draft application procedure for Council's consideration; 2) develop a ballot measure recommendation for the June 2018 election that would apply a tax on cannabis related businesses

[Type here]

**8. NEW BUSINESS:**

**9. CORRESPONDENCE:**

**10. ANNOUNCEMENTS:**

Please refer to the meeting video on the City's website at [www.nevadacityca.gov](http://www.nevadacityca.gov).

**11. CITY MANAGER'S REPORT:**

**12. ADJOURNMENT – 8:06 p.m.**

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**Evans Phelps, Mayor**

**ATTEST:**

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**Niel Locke, City Clerk**

# REPORT TO CITY COUNCIL

City of Nevada City  
317 Broad Street  
Nevada City CA 95959  
[www.nevadacityca.gov](http://www.nevadacityca.gov)

April 26, 2017

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**TITLE:** Yuba Village Building Convergence (Commercial Street) Street Closure Request

**RECOMMENDATION:** Review and consider authorizing street closure request per application with recommended conditions.

**CONTACT:** Mark Prestwich, City Manager

**BACKGROUND / DISCUSSION:** On April 11, 2017, the City received an application for a street closure request to conduct a weekend closure of Commercial Street for a Yuba Village Building Convergence event. Yuba Village envisions a weeklong series of workshops, symposia, communal meals, and community building events, one of which is proposed to provide the community with the experience of Commercial Street as a public gathering space free from vehicular traffic. Yuba Village intends to collaborate with Charles Durrett to complete a traffic analysis of the effect of closing the street for three days.

The proposed street closure is on Commercial Street between Three Forks Parking Lot and Pine Street from June 23<sup>rd</sup> at noon to June 25 at 8:00pm. A summary of the specific event characteristics is attached.

**ENVIRONMENTAL CONSIDERATIONS:** Not applicable.

**FISCAL IMPACT:** Not applicable.

**ATTACHMENT:**

- ✓ Street Closure/Special Event Application

RECEIVED

APR 12 2017

CITY OF NEVADA CITY



## CITY OF NEVADA CITY SPECIAL EVENT

### APPLICATION / CONTRACT

#### OVERVIEW

Thank you for choosing the City of Nevada City as the location for your event. The City requires the submittal of a Special Event Application as a pre-condition of considering whether to enter into an agreement to grant temporary use of all or any portion of a public street, sidewalk or alley.

Application materials must be completed in full and submitted to the City at least 90 days prior to your event date, and no more than one year in advance of the event date. Applications are accepted on a first-come, first-served basis. A non-refundable application fee must be paid upon submission of your completed application. Fees are described in the "Fees" section below. Use "NA" for "not applicable" to questions or sections that do not apply to your event. Incomplete applications will not be accepted and will delay processing which could affect the availability of your preferred event date or location. Please note the information you provide becomes public information.

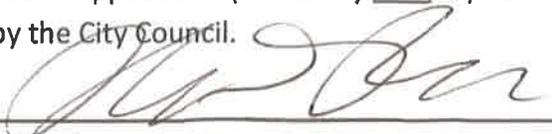
City staff review application materials and prepare a Draft Special Event Contract (which may include additional requirements to ensure a safe event) for consideration by the City Council at a formal noticed public meeting. Applicants are strongly encouraged to attend the designated City Council meeting in order to discuss their proposed event and answer related questions. Please ensure you have City Council approval before marketing or advertising your event.

#### APPLICANT AUTHORIZATION AND INDEMNITY

To the extent allowed by law, Applicant agrees to defend, indemnify, and hold harmless the City of Nevada City, its agents, officials, and employees from and against all claims, damages, losses, injuries, illness, accidents relating to, arising out of, or resulting from, the use of this Special Event Application and the information contained therein, and any resulting Contract.

Applicant acknowledges that the information provided in this Application is true and accurate to the best of Applicant's knowledge and belief.

I have read, understand and agree to comply with all the information provided in the Special Event Application (attached) and any resulting permits and Special Event Contract if approved by the City Council.

  
\_\_\_\_\_  
Signature of Applicant

4/11/2017  
\_\_\_\_\_  
Date

Thomas Spellman, Director, Yuba Village, a 501c3 public charity  
\_\_\_\_\_  
Printed Name and Title of Applicant

(Person signing must be the same person who is listed as the Applicant on page 2.)

**APPLICANT INFORMATION**

Name of Requested Event Yuba Village Building Convergence

Name of Applicant/Responsible Party Thomas Spellman

(Must match name on Page 1)

Sponsoring Organization/Company Yuba Village (a 501(c)3 public charity)

Street Address 205 N Pine St Apt/Unit/Suite \_\_\_\_\_

City Nevada City State CA Zip Code 95959

Email thomas@yubavillage.org

Daytime Phone 530-470-3796 Cell Phone 530-470-3796

**Does the sponsoring organization/party have experience producing similar events?**

Yes (Wild and Scenic Street Stage and Yuba River Bicycle Music Festival)

**Event Contact for Public Information**

Name Yuba Village Contact Phone 530-470-3796

Email info@yubavillage.org

Website http://yubavillage.org

**Day of Event Contact Information**

On-site Contact Name Thomas Spellman

On-site Contact Cell Number 530-470-3796

**Day of Event ALTERNATE Contact Information**

On-site Contact Name Charles Durrett

On-site Contact Cell Number 916-716-6721

**EVENT DETAILS**

**Event Description.** Please attach a detailed description of your event to this application (e.g. Overall summary, Is it open to the public? How will it be publicized? Is it kid/family friendly? Can it go forward rain or shine? Etc.)

**Type of Event** (Check all that apply)

- Parade/Procession
- Street Festival/Block Party
- Fundraiser
- Concert
- Run/Walk/Bicycle
- Other: \_\_\_\_\_

Has this event been produced before?  No  
 Is this an annual event?  Yes  
 Will there be an admission or entry fee?  No  
 If yes, fee per adult: \$ \_\_\_\_\_ Fee per child: \$ \_\_\_\_\_

**[For Parades Only]**

Number of units and floats for parade: \_\_\_\_\_

**Event Date(s)** June 23-25

**Expected number of:**

Attendees 100-300 Participants \_\_\_\_\_ Volunteers 10

**Event Hours** Start June 23 12:00 pm End June 25 8:00 pm

**Set-up** Date June 23 Time 8:00 am - 12:00 pm

**Break Down** Date June 25 Time 6:00 pm - 10:00 pm

**Names of street(s), sidewalk(s), alley(s) proposed to be closed** (attach additional pages or complete attached map if necessary). Note that it may be necessary to consult with a Police Sergeant (265-2626) and/or the Director of Public Works (265-2496) to accurately identify requested street closures.

Commercial St between Pine St & Entrance to 3 Forks  
 \_\_\_\_\_ between \_\_\_\_\_ & \_\_\_\_\_  
 \_\_\_\_\_ between \_\_\_\_\_ & \_\_\_\_\_  
 \_\_\_\_\_ between \_\_\_\_\_ & \_\_\_\_\_



## Yuba Village Building Convergence Commercial St Event

Yuba Village is a 501c3 public charity focused on bringing people together to build community through the collaborative creation of communal space. Yuba Village envisions a world filled with communities who prioritize the intrinsic value of human connection, the creation of place, and stories of the land. We are producing the first annual Yuba Village Building Convergence on June 20-25, a weeklong series of workshops, symposia, communal meals, and community building events, one of which will be to provide the community with the experience of Commercial St as a public gathering space in the heart of Nevada City, free from vehicular traffic.

We're planning to have a variety of activities during the weekend:

1. Friday night picnic / dinner
2. For sale: dessert / coffee / tea / cheese plates
3. Friday evening public speaker with projector and screen
4. Partner with local wine-sellers to sell wine
5. Friday evening amplified live band
6. Hay bale rides
7. An outdoor living room area with couches and chairs, chess table
8. Mobile tea/coffee service trailer
9. Booths for info about the Yuba Village and the YVBC
10. A kid zone with face-painting, games, chalk board, street chalk
11. A temporary water fountain
12. Public talks and live acoustic music and theater performances occasionally on Saturday and Sunday
13. LED lighting to enhance the ambience and to light the stage.

We will collaborate with Charles Durrett and his plan that was awarded a grant from the city to do a traffic analysis of the effect of closing the street for 3 days.

### **Amplified sound**

We will have a small amplified speaker system for live music and public speakers during a community dinner on Friday evening, and for various live music and theater performances throughout the day on Saturday and Sunday.

### **Food Vendors**

Friday evening will be a catered dinner, possibly supported by additional food vendors.

### **Food Cooking**

We will have no food cooking independent from any food vendors. Any catered dinner food will be cooked elsewhere and brought to the street location.

### **Alcohol sales**

We are exploring inviting the wine sellers who have store fronts on the street to sell their wine or to allow us to sell their wine on the street.

### **Temporary Lighting**

For the Fri, Sat, and Sun evenings, we will have temporary movable lighting to add to the street ambiance and to light the stage.

### **Stages/Platforms**

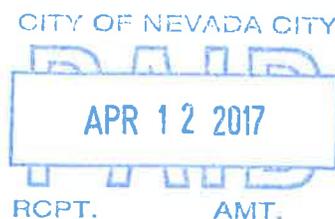
We will use the city's stage platforms to have a small outdoor stage platform for live performances and speakers.

**FEES**

The City requires the payment of a non-refundable application fee upon submission of your completed application. Late fees apply to applications filed less than 90 days in advance of an event. The City does not guarantee any application submitted less than 45 days in advance will be able to be submitted to the City Council for consideration prior to the planned event. Please select from the following table the fee(s) that apply to your application:

- \$100 Timely application for single new event OR old event with new sponsor
- \$50 Timely application for repeat of event with same sponsor
- \$25 For each additional application for new event by the same sponsor
- \$10 For each additional application for repeat of event with same sponsor
- \$75 Additional fee for applications filed less than 90 days in advance of an event

\$ 175 Total Fees



CL #1011  
\$175.00  
@

**EVENT REQUIREMENTS**

**Alcohol.** If alcohol is sold at your event, an Alcohol Permit from California Alcohol Beverage Control (ABC) is required. Please contact ABC at (916) 419-1319.

**Amplified Sound.** If the event will have amplified sound, applicant is required to have an event staff member responsible for monitoring sound levels to assure compliance with City noise standards when sound/music/noise may be audible beyond the event venue.

**Business License.** All vendors participating in an event held in Nevada City must obtain a current business license. For information about business license requirements, call City Hall at (530) 265-2496.

**Event Notification.** An event can change the normal flow of residential and business activity potentially causing a negative impact on the community. As the event organizer, you are responsible for notifying those residents and businesses that are adjacent to the planned closure prior to submission of your Application. Applicants must meet the Event Notification requirements unless the event is sponsored by the Nevada City Chamber of Commerce or has been approved and held annually in the same manner for three or more years. The preferred method of notification is the Requested Special Event Notification Form (Addendum A). Unless

otherwise exempt, your application materials must include a signed Notification Certification (Addendum B) confirming adjacent residents and businesses were notified of the planned event.

**Form of Payment.** The City accepts payment in the form of cash, personal/business check, money order or cashier's check. Please note there will be a \$25 service charge for all returned checks.

**Insurance.** The applicant and/or the sponsoring organization is required to provide proof of insurance. A current or valid Certificate of General Liability Insurance in the amount of \$1,000,000 and an endorsement (CG2026 or equivalent) naming the City of Nevada City as additional insured will be required at least 30 days prior to the event.

**Parking.** Applicants will be required to work with the Nevada City Police Department to facilitate ingress/egress requirements for event participants.

**Restrooms.** Public restrooms are limited to two, one at Robinson Plaza and one in the Commercial Street parking lot. If your event is planned for more than 50 people or in an area away from either public restroom, you may be required to provide restroom accommodations and hand washing facilities for event attendees in the quantity prescribed by the City.

**Waste Management/Recycling.** You are responsible for properly disposing of all waste and garbage throughout the term of your event, and immediately upon conclusion of the event the area must be returned to a clean condition. Therefore, the City may require the applicant to provide trash and recycling containers if the event involves food or drink vendors. Should cleanup be inadequate or damage to City property occurs, you will be billed at full recovery rates, plus overhead for cleanup and repair.

**CHECKLIST**

Thank you for completing the Special Event Application. Before you submit your application to the City of Nevada City, please make sure you have completed the following steps:

- Sign AND date your application.
- Attach a detailed event description to the application.
- Secure required insurance for the event.
- Include a Notification Certification confirming businesses and residents have been notified of the planned event.
- Calculate and include the applicable fee.

**Submit your completed application to:**

City of Nevada City  
Attn. Special Event Applications  
317 Broad Street  
Nevada City, CA 95959

[Internal Use Only]

**Police Comments:** NEED CLEARER HOURS OF OPERATION. AND  
ALONG TO BE IN BARR GARDEN CONTROLLED AREA  
AWAY FROM CHILDREN'S AREA. IS STREET CLOSURE  
CONTINUOUS? CLARITY NEEDED FOR MAY RIDE (HOW  
ROUTE, TYPE ETC) TO MANY QUESTIONS REMAIN  
FOR APPROVAL. *J.P.*

**Fire Comments:**

Must maintain 14 ft. FIRE LANE.  
No parking in RED ZONES.  
No blocking FIRE HYDRANTS.

*Sty*

**Public Works Comments:**

DPW will supply Road closed signs and stages.  
Volunteers are responsible for placement of  
signs and stages.

*[Signature]*

**Addendum B – Notification Certification**

**EVENT INFORMATION**

Sponsoring Organization Yuba Village

Event Name Yuba Village Building Convergence

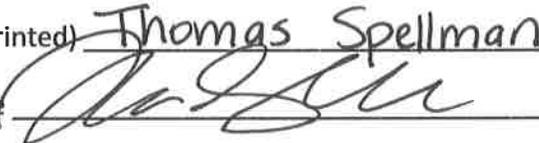
Event Date(s) June 23-25, 2017

Event Location Commercial St (btwn Pine St + 3 Forks Parking)

**Signature of Sponsor or Authorized Representative**

I acknowledge I am responsible for providing notice of my requested event to all adjacent residents and businesses and certify that the entities listed below have been notified of the requested event.

Name (printed) Thomas Spellman

Signature 

Name/Business	Address	Method of Notification
See attached		Email Hand Delivered Mail
		Email Hand Delivered Mail

**[Attach additional pages as needed]**

<b>Addendum B-</b>	<b>Notification Certification</b>	<b>Attachment</b>
<b>Business Name</b>	<b>Physical Address</b>	<b>Delivery Method</b>
Wheyward Girl	209 Commercial St, Nevada City, CA 95959	hand delivered
3 Forks	211 Commercial St, Nevada City, CA 95959	hand delivered
Nevada County District Attorney	110 Union Alley, Nevada City, CA 95959	mailed
Inner Path	200 Commercial St, Nevada City, CA 95959	hand delivered
Sacred Roots	228 Commercial St, Nevada City, CA 95959	mailed
Crazy Horse	230 Commercial St, Nevada City, CA 95959	mailed
Clavey Wines	232 Commercial St, Nevada City, CA 95959	hand delivered
Cooper's	235 Commercial St, Nevada City, CA 95959	mailed
Enid and Edgar Vintage	234 Commercial St, Nevada City, CA 95959	mailed
Sushi Q	238 Commercial St, Nevada City, CA 95959	mailed
Day Tripper Gear	241 Commercial St, Nevada City, CA 95959	mailed
Carrington Wines	242 Commercial St, Ste A, Nevada City 95959	hand delivered
JJJackson's	244 Commercial St, Nevada City, CA 95959	mailed
Judi's	246 Commercial St, Nevada City, CA 95959	hand delivered
Crystal and Glass	110 N Pine St, Nevada City, CA 95959	hand delivered
Mekka	237 Commercial St, Nevada City, CA 95959	mailed
David Silber Attorney	240 Commercial St, Suite B, NC 95959	mailed

Yuba Village Non Profit Organization  
PO Box 1478  
Nevada City, CA 95959  
April 9, 2017

Dear

Yuba Village is a non-profit organization based here in the Yuba River Watershed. Yuba Village envisions a world filled with communities who prioritize the intrinsic value of human connection, creation of place, and stories of the land. We are producing the first annual Yuba Village Building Convergence June 20th-25th 2017 with the aim of bridging community connection through building and beautifying projects.

We would like to temporarily close Commercial Street for a weekend in order to give our community the experience of a gathering space in the heart of town free of vehicular traffic.

We care about your business and believe this temporary closure could bring more business. Would you be willing to agree to a temporary street closure for 72 hours from Friday, June 23 12:00 noon -- Monday June 26, 12:00 noon?

A representative from our organization will be in touch with you personally to discuss any concerns or questions you might have. This request will be discussed at the City Council Meeting on April 26th.

Thank you for your time and consideration,  
Sincerely,

Thomas Spellman  
(530)264-5137

# REPORT TO CITY COUNCIL

City of Nevada City  
317 Broad Street  
Nevada City, CA 95959  
[www.nevadacityca.gov](http://www.nevadacityca.gov)

April 26, 2017

---

**TITLE:** City of Nevada City Annual and Five Year Review and Update of the Development Fee Program

**RECOMMENDATION:** Pass Resolution 2017-XX adopting the City of Nevada City annual and five year review and update of development fees.

**CONTACT:** Catrina Olson, Assistant City Manager

**BACKGROUND / DISCUSSION:**

During the audit for fiscal year 2014-2015 and 2015-2016 it was noted the City collected AB1600 fees but had not complied with the AB1600 reporting requirements. AB1600 requires that the City account for every fee collected and that the information be made available within 180 days after the last day of the fiscal year: a description of each fee, amount of each fee, beginning and ending balance, fees collected and interest earned, identification of fees expended.

Smith and Newell, the City's audit firm, recommended that the City review and prepare the necessary reports to be in compliance and a determination if excess funds have been collected.

After review of the AB1600 historical fee data it has come to the attention of the Assistant City Manager and the Consulting City Attorney that on November 14, 2007 the City Council adopted Resolution 2007-30 that had a 5 year report of development and impact fees which included ending balances as of June 30, 2007. It was noted that upon review of the City's financial system data that there were significant differences between the ending balances in the financial system versus the ending balances provided in the resolution that the City Council adopted. It was determined that revenues were being recorded to the correct fund, however, expenditures were being recorded in the General Fund. The Assistant City Manager has prepared a reconciliation which highlighted that adjusting entries needed to be made to adjust the balances for AB1600 fees for administration, police, fire and drainage. An entry has been posted to transfer the appropriate funds from AB1600 to the General Fund to correct the fund balances.

The attached resolution highlights the ending balances of each fund. After review of existing projects that have not been complete these revenues are eligible for expenditure on capital projects included in the City's Capital Improvement Plan.

**FISCAL IMPACT:**

A transfer of \$95,612.82 from the AB1600 restricted fund to the unassigned balance of the General Fund.

**ATTACHMENTS:**

- ✓ Resolution 2017-XX The Nevada City Annual and Five Year Review and Update of Development Fees

**RESOLUTION 2017-XX**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF NEVADA CITY  
ANNUAL AND FIVE-YEAR REVIEW AND UPDATE OF  
THE DEVELOPMENT FEE PROGRAM**

**WHEREAS**, the City of Nevada City adopted a capital improvement program by Ordinance 92-02 and established related development by Ordinance 92-02 and established related development fees by Resolutions 92-04, 93-46, 94-40 and 2003-19; and

**WHEREAS**, reviews of the City’s development fee program are required by local Ordinance and State law; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:**

1. The City Council finds that the beginning and ending balances of the development fee funds for Fiscal Year 2015-2016 and the previous five (5) years were as follows:

**Annual Review and Update of Development  
Fee Program City of Nevada City  
FY 2015/2016**

<b>AB1600 Description</b>	<b>Beginning Balance 7/1/15</b>	<b>Revenues</b>	<b>Expenditures</b>	<b>Ending Balance</b>
<b>Interest</b>	\$ 24,158.55	\$ 1,323.33	\$ -	\$ 25,481.88
<b>Other (County AB1600)</b>	\$ -	\$ 5,048.00	\$ 4,186.08	\$ 861.92
<b>Administration</b>	\$ 2,189.98	\$ -	\$ -	\$ 2,189.98
<b>Police</b>	\$ 11,273.65	\$ -	\$ 3,553.57	\$ 7,720.08
<b>Parks &amp; Recreation</b>	\$ 50,617.67	\$ -	\$ -	\$ 50,617.67
<b>Fire</b>	\$ 7,347.73	\$ -	\$ -	\$ 7,347.73
<b>Roads</b>	\$ 35,278.35	\$ -	\$ -	\$ 35,278.35
<b>Drainage</b>	\$ (33,392.36)	\$ -	\$ -	\$ (33,392.36)
<b>Water</b>	\$ 25,689.59	\$ 169.69	\$ -	\$ 25,859.28
<b>Sewer</b>	\$ 16,153.74	\$ 111.97	\$ -	\$ 16,265.71
<b>Total</b>	\$ 139,316.90	\$ 6,652.99	\$ 7,739.65	\$ 138,230.24

**Annual Review and Update of Development  
Fee Program City of Nevada City  
FY 2014/2015**

<b>AB1600 Description</b>	<b>Beginning Balance 7/1/14</b>	<b>Revenues</b>	<b>Expenditures</b>	<b>Ending Balance</b>
Interest	\$ 23,413.42	\$ 745.13	\$ -	\$ 24,158.55
Administration	\$ 1,509.97	\$ 680.01	\$ -	\$ 2,189.98
Police	\$ 7,366.48	\$ 3,907.17	\$ -	\$ 11,273.65
Parks & Recreation	\$ 50,200.99	\$ 6,038.76	\$ 5,622.08	\$ 50,617.67
Fire	\$ 5,977.17	\$ 1,370.56	\$ -	\$ 7,347.73
Roads	\$ 14,937.14	\$ 20,341.21	\$ -	\$ 35,278.35
Drainage	\$ (38,496.84)	\$ 6,502.48	\$ 1,398.00	\$ (33,392.36)
Water	\$ 8,982.17	\$ 16,707.42	\$ -	\$ 25,689.59
Sewer	\$ 5,179.24	\$ 10,974.50	\$ -	\$ 16,153.74
<b>Total</b>	<b>\$ 79,069.74</b>	<b>\$ 67,267.24</b>	<b>\$ 7,020.08</b>	<b>\$ 139,316.90</b>

**Annual Review and Update of Development  
Fee Program City of Nevada City  
FY 2013/2014**

<b>AB1600 Description</b>	<b>Beginning Balance 7/1/13</b>	<b>Revenues</b>	<b>Expenditures</b>	<b>Ending Balance</b>
Interest	\$ 22,997.49	\$ 415.93	\$ -	\$ 23,413.42
Administration	\$ 1,371.56	\$ 138.41	\$ -	\$ 1,509.97
Police	\$ 6,563.95	\$ 802.53	\$ -	\$ 7,366.48
Parks & Recreation	\$ 48,950.76	\$ 1,250.23	\$ -	\$ 50,200.99
Fire	\$ 5,698.00	\$ 279.17	\$ -	\$ 5,977.17
Roads	\$ 12,975.20	\$ 9,224.44	\$ 7,262.50	\$ 14,937.14
Drainage	\$ (41,555.95)	\$ 3,059.11	\$ -	\$ (38,496.84)
Water	\$ 6,150.65	\$ 2,831.52	\$ -	\$ 8,982.17
Sewer	\$ 1,687.35	\$ 3,491.89	\$ -	\$ 5,179.24
<b>Total</b>	<b>\$ 64,839.01</b>	<b>\$ 21,493.23</b>	<b>\$ 7,262.50</b>	<b>\$ 79,069.74</b>

**Annual Review and Update of Development  
Fee Program City of Nevada City  
FY 2012/2013**

<b>AB1600 Description</b>	<b>Beginning Balance 7/1/12</b>	<b>Revenues</b>	<b>Expenditures</b>	<b>Ending Balance</b>
<b>Interest</b>	\$ 22,581.89	\$ 415.60	\$ -	\$ 22,997.49
<b>Administration</b>	\$ 1,186.73	\$ 184.83	\$ -	\$ 1,371.56
<b>Police</b>	\$ 5,491.32	\$ 1,072.63	\$ -	\$ 6,563.95
<b>Parks &amp; Recreation</b>	\$ 47,279.39	\$ 1,671.37	\$ -	\$ 48,950.76
<b>Fire</b>	\$ 5,324.85	\$ 373.15	\$ -	\$ 5,698.00
<b>Roads</b>	\$ 7,380.55	\$ 5,594.65	\$ -	\$ 12,975.20
<b>Drainage</b>	\$ (10,375.27)	\$ 1,790.16	\$ 32,970.84	\$ (41,555.95)
<b>Water</b>	\$ 1,032.72	\$ 5,117.93	\$ -	\$ 6,150.65
<b>Sewer</b>	\$ (2,545.64)	\$ 4,237.63	\$ 4.64	\$ 1,687.35
<b>Total</b>	\$ 77,356.54	\$ 20,457.95	\$ 32,975.48	\$ 64,839.01

**Annual Review and Update of Development  
Fee Program City of Nevada City  
FY 2011/2012**

<b>AB1600 Description</b>	<b>Beginning Balance 7/1/11</b>	<b>Revenues</b>	<b>Expenditures</b>	<b>Ending Balance</b>
<b>Interest</b>	\$ 22,033.30	\$ 548.59	\$ -	\$ 22,581.89
<b>Administration</b>	\$ 1,186.73	\$ -	\$ -	\$ 1,186.73
<b>Police</b>	\$ 5,491.32	\$ -	\$ -	\$ 5,491.32
<b>Parks &amp; Recreation</b>	\$ 66,141.35	\$ -	\$ 18,861.96	\$ 47,279.39
<b>Fire</b>	\$ 5,324.85	\$ -	\$ -	\$ 5,324.85
<b>Roads</b>	\$ 7,380.55	\$ -	\$ -	\$ 7,380.55
<b>Drainage</b>	\$ 19,928.31	\$ -	\$ 30,303.58	\$ (10,375.27)
<b>Water</b>	\$ 1,030.02	\$ 2.70	\$ -	\$ 1,032.72
<b>Sewer</b>	\$ (2,540.47)	\$ -	\$ 5.17	\$ (2,545.64)
<b>Total</b>	\$ 125,975.96	\$ 551.29	\$ 49,170.71	\$ 77,356.54

- The City developed an updated Strategic Plan February 13, 2017 which included a goal for the development of an updated Capital Improvement Plan (CIP) to include projects from the existing plan that have not been completed. The Assistant City Manager is currently working with department heads to design this updated plan to be presented to Council for action on May 10, 2017. As an additional part of this goal upon completion of the CIP the Assistant City Manager will be taking steps to complete a full AB1600 study tied to the CIP.

3. Past and current development fees that have been collected have been deposited into a separate fund in a manner to avoid any commingling of the fees with other revenues and funds of the City. The expenditures on projects associated to the past and current CIP have been charged to the same fund to reflect that the revenues have been expended solely for the purpose for which the fees were collected.
4. The City Council finds that those fees previously collected as stated in Item #1 are partially expended due to projects from the CIP and those that are unexpended will remain committed toward the updated five year CIP program projects once adopted by Council.
5. The City Council finds that growth rates for the period covered in this report are likely different than past levels justifying the development of a new five year program.
6. The City Council will continue its current level of development fee mitigation as follows, pending the new AB1600 study including new rate calculations:

<b>Construction Type</b>	<b>Percent of Full Mitigation</b>	<b>Authorized By</b>
Non-residential Only	100%	Ordinance 92-02 & Resolutions 92-04, 93-46, 94-40 & 2003-19
Residential Only	100%	Ordinance 92-02 & Resolutions 92-04, 93-46, 94-40 & 2003-19

**PASSED AND ADOPTED** by the City Council of the City of Nevada City at regular meeting duly held the 26<sup>th</sup> day of April, 2017 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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**Evans Phelps, Mayor**

**ATTEST:** \_\_\_\_\_

**Niel Locke, City Clerk**

# REPORT TO CITY COUNCIL

City of Nevada City  
317 Broad Street  
Nevada City CA 95959  
[www.nevadacityca.gov](http://www.nevadacityca.gov)

April 26, 2017

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**TITLE:** Appointment of City Council Representative to Nevada City Elementary School Subcommittee

**RECOMMENDATION:** Pass a motion providing a City Council representative to the Nevada City Elementary School Subcommittee.

**CONTACT:** Mark Prestwich, City Manager

**BACKGROUND / DISCUSSION:** Due to the anticipated end of the lease of the Nevada City Elementary School, the Governing Board of the Nevada City School District has formed a subcommittee to consider and discuss potential future tenants. Superintendent Trisha Dellis recently contacted the City seeking a City Council representative to participate on the subcommittee.

**ENVIRONMENTAL CONSIDERATIONS:** Not applicable.

**FISCAL IMPACT:** Not applicable.

**ATTACHMENT:**

- ✓ April 21, 2017 Letter from Nevada City School District Superintendent Trisha Dellis



April 21, 2017

Nevada City Manager  
Mark Prestwich  
317 Broad Street  
Nevada City, CA 95959

Dear Mr. Prestwich,

Thank you for taking the time to consider our request to have a Nevada City Council Member appointed to the NCE Subcommittee. The lease for the current tenants of the old NCE School at 505 Main Street will be ending in the very near future, and the Nevada City School District will be exploring and considering future tenants. The Governing Board requested a subcommittee be formed and the following be represented in the discussion of the property:

- Economic Resource Council (ERC)
- Friends of Nevada City
- Local realtor
- City of Nevada City
- Nevada City School Board Member
- One certificated staff member
- One NCS Administrative staff member (Superintendent)

We appreciate your partnership and continued support of our local public school district and our Nevada City families.

Sincerely,

Trisha Dellis, Superintendent

# REPORT TO CITY COUNCIL

City of Nevada City  
317 Broad Street  
Nevada City, CA 95959  
[www.nevadacityca.gov](http://www.nevadacityca.gov)

April 26, 2017

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## **TITLE: Consideration of Ordinance Prohibiting Fireworks in Nevada City**

**RECOMMENDATION:** Due to the risk of catastrophic fire resulting from the use of fireworks in Nevada City, the Fire Chief is recommending the City Council consider providing direction to staff to develop for Council consideration an ordinance prohibiting the possession, sale and use of fireworks within the City of Nevada City.

**CONTACT:** Sam Goodspeed, Fire Chief

**BACKGROUND:** The Angora Fire started June 24, 2007 in South Lake Tahoe and destroyed 254 homes before it was fully contained two days before the Fourth of July. With wildland fuel moistures seeing historic lows in the last few years in Nevada County just as they were in the Tahoe Basin, this nearby incident less than 60 miles from Nevada City heightened what had already been a growing concern with the City's policy allowing the use of consumer fireworks. The City is surrounded by an ever increasing wildland fire threat as wildland fuels continue to accumulate. The 2017 summer season will be particularly risky given the amount of rain received this winter and spring. Fireworks are already banned in Grass Valley, Truckee and the unincorporated areas of the County.

The manufacture, classification and, in part, sales of safe and sane fireworks are regulated by the California State Fire Marshal under Health and Safety Code (H&SC) 12500 et. seq. While the code allows for the sale of safe and sane fireworks throughout California, it also allows local jurisdictions to prohibit or otherwise regulate the sale based upon local conditions. It is under section 12541 H&SC that the County of Nevada has chosen to prohibit the use of fireworks and that the City of Nevada City has chosen to regulate how they are sold, the hours of use, and to restrict locations where they may be used.

**DISCUSSION:** Like Nevada County, all surrounding foothill counties, except Yuba, have chosen to ban the use of safe and sane fireworks. Those counties are Plumas, Butte, Sierra, Placer, Alpine, El Dorado, and Amador. Within this seven county region, only four cities within their foothill or mountain portions still allow the sale and use of fireworks: Nevada City, Lone, Jackson and Sutter Creek in Amador County.

The City of Nevada City is surrounded by forest and brush covered lands that the California Department of Forestry and Fire Protection (CalFire) has designated to be in a Very High Fire Hazard Severity Zone. This means that each summer, environmental

factors, such as vegetative fuel loading, weather and topography combine to create a setting that is conducive to catastrophic wildland fire. Compounding the problem is the fact that within these lands are thousands of homes in which tens of thousands of people live. Given the extent that both the people and homes are at risk, fire agencies expend significant effort on fire prevention attempting to prevent that one fire that become a major fire. While statistics show that irresponsible use of fireworks does not cause a high percentage of the wildland fires, we do know they do cause fires and there is no assurance that the next fire, from whatever source, will not exceed the capabilities of the fire services and reach catastrophic proportions.

Due to the risk of catastrophic fire resulting from the use of fireworks in Nevada City, the Fire Chief is recommending the City Council consider adopting an ordinance prohibiting the possession, sale and use of fireworks within the City of Nevada City.

**ENVIRONMENTAL CONSIDERATIONS:** Not applicable, subject matter does not constitute a “project” subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15378.

**FISCAL IMPACT:** Not applicable.

**ATTACHMENT:** None.

# REPORT TO CITY COUNCIL

City of Nevada City  
317 Broad Street  
Nevada City, CA 95959  
[www.nevadacityca.gov](http://www.nevadacityca.gov)

April 26, 2017

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**TITLE:** An Ordinance of the City Council of Nevada City, California, Amending Section 9.16.010 of Chapter 9.16 of the Nevada City Municipal Code Regulating Consumption of Alcoholic Beverages in the Historical District (First Reading)

**RECOMMENDATION:** Hold a public hearing and first reading of the proposed ordinance.

**CONTACT:** Timothy A. Foley, Chief of Police

**BACKGROUND / DISCUSSION:** Currently section 9.16.010 of the Nevada City Municipal Code provides that it is unlawful for any person to drink, consume, transport, carry or possess unsealed alcoholic beverages in public areas of the historical district of Nevada City, subject to suspension by the city council for “city-sponsored events.” There currently is no provision noted to exempt Nevada City Chamber of Commerce sponsored events approved by the City Council. Nevada City Council resolution 97-03 was passed with the intent to exempt certain chamber events during 1997 only and is not applicable currently.

It is desirable to provide the ability for the City to suspend the prohibition of Section 9.16.010 of the Nevada City Municipal Code for certain Chamber of Commerce sponsored events where participating vendors, as part of the event, sell alcoholic drinks within the event area for fundraising purposes. Under the amended ordinance, only alcohol beverages purchased from these vendors would be permitted to be consumed in public within the event area so long as no breakable containers are used as set forth in Chapter 9.20 of the Nevada City Municipal Code.

Therefore, it is recommended **Section 9.16.010 of Chapter 9.16 (Deemed unlawful)** be amended to read as follows:

**Section 9.16.010 Deemed unlawful.**

It is unlawful for any person to drink, consume, transport, carry or possess any alcoholic beverage, except in the original package and the seal unbroken, on the public streets, parks, sidewalks and public parking lots in the historical district of Nevada City (as defined in the zoning ordinance), except the council of the city of Nevada City may by resolution suspend the provisions of this section for city-sponsored events or for approved Nevada City Chamber of Commerce-sponsored events to facilitate fund raising. Only alcohol purchased from a licensed

participating vendor of the chamber-sponsored event is covered by this exception and containers must be in compliance with Chapter 9.20 of this Title.

**ENVIRONMENTAL CONSIDERATIONS:** None

**FISCAL IMPACT:** None

**ATTACHMENT:**

- ✓ Ordinance No 2017-XX
- ✓ Nevada City Council Resolution 97-03

**ORDINANCE NO. 2017-XX**

**AN ORDINANCE OF THE CITY OF NEVADA CITY AMENDING SECTION 9.16.010 OF CHAPTER 9.16 ALCOHOLIC BEVERAGES OF THE NEVADA CITY MUNICIPAL CODE REGULATING CONSUMPTION**

**WHEREAS**, section 9.16.010 currently provides that it is unlawful for any person to drink, consume, transport, carry or possess alcoholic beverages in public areas of the historical district of Nevada City, subject to suspension by the city council for “city-sponsored events”; and,

**WHEREAS**, it is desirable to also allow the city to suspend the prohibition for certain Nevada City Chamber of Commerce events where vendors sell drinks for fund raising so long as no breakable containers are used:

**NOW THEREFORE, BE IT ORDAINED** by the City Council of the City of Nevada City as follows:

**SECTION I:**

**Section 9.16.010 of Chapter 9.16 Deemed unlawful** is amended to read as follows:

**Section 9.16.010 Deemed unlawful.**

It is unlawful for any person to drink, consume, transport, carry or possess any alcoholic beverage, except in the original package and the seal unbroken, on the public streets, parks, sidewalks and public parking lots in the historical district of Nevada City (as defined in the zoning ordinance), except the council of the city of Nevada City may by resolution suspend the provisions of this section for city-sponsored events or for approved Nevada City Chamber of Commerce sponsored events to facilitate fund raising. Only alcohol purchased from a licensed participating vender of the chamber-sponsored event is covered by this exception and containers must be in compliance with chapter 9.20 of this Title.

**SECTION II:**

**STATUTORY CONSTRUCTION & SEVERABILITY:** It is the intent of the City Council of the City of Nevada City to supplement applicable state and federal law and not to duplicate or contradict such law and this ordinance shall be construed consistently with that intention. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or

circumstance. The City Council of the City of Nevada City hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION III:

This Ordinance shall become effective thirty (30) days after the adoption date thereof and within fifteen (15) days of the passage of this Ordinance, the City Clerk shall publish this Ordinance in The Union, a newspaper of general circulation.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: \_\_\_\_\_  
Niel Locke, City Clerk

\_\_\_\_\_  
Evans Phelps, Mayor

# REPORT TO CITY COUNCIL

City of Nevada City  
317 Broad Street  
Nevada City, CA 95959  
[www.nevadacityca.gov](http://www.nevadacityca.gov)

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April 26, 2017

**TITLE:** “ParkEasy Nevada City” Parking Expansion Strategy

**RECOMMENDATION:** Pass a Motion authorizing the City Manager or designee to proceed with implementation of the “ParkEasy Nevada City” Parking Expansion Strategy; provide direction to staff to develop recommendations for improving wayfinding (directional signage).

**CONTACT:** Bryan McAlister, City Engineer

**BACKGROUND:** The City currently has three municipal parking lots and metered on-street parking throughout the Historic District. However, parking remains limited and presents daily challenges for visitors and residents alike, particularly during larger community events.

To address these challenges, the City Council requested City staff develop parking expansion options as part of their six-month strategic objectives (the City’s NCFoward Economic Plan also includes a plan to evaluate options to expand parking to enhance the community’s economic vitality). City staff approached this challenge creatively in consultation with Council-designee Vice Mayor Strawser and invested considerable time evaluating options for expanding parking options for residents and visitors. Identifying affordable, easy to implement solutions has been a key focus of this effort.

The resulting strategy has been coined “ParkEasy Nevada City” because it will provide a significant number of additional parking spaces if implemented. The strategy includes an added 154 parking spaces in 12 different locations within and nearby the Historic District, 200+ shuttle options and 20 new bicycle parking spots. The attached exhibits provide a comprehensive summary of proposed parking expansion options.

Final design of parking improvements will include Americans with Disabilities Act (ADA) parking and accessible sidewalks where required, bicycle parking in two locations and electric vehicle charging stations at two locations. Other design considerations include landscaping, trail connectivity, wayfinding (directional signage) and enhancing use of technology.

At their January 11, 2017 meeting, City Council directed staff to proceed with a public outreach strategy to receive citizen feedback on parking expansion options and to refer this proposal to the Planning Commission for review.

## **PUBLIC OUTREACH**

**Public Workshops:** A community workshop was held on February 1, 2017 and many helpful comments were received (see attached comment cards). The workshop was attended by approximately 20 people. Attendees of the workshop were divided into three groups and were dispersed to various sections of the room to review and comment on various parking options. Once each group had a chance to visit each of the three stations, staff passed out sticker dots to each of the participants. They were directed to place green dots on the preferred parking options and a red dot on an option that was considered to have fatal flaws.

An additional workshop for Nevada City business community was held at City Hall on March 1, 2017. This included an overview of the parking options and a red dot/ green dot sticker exercise to determine preferred options. Most comments centered around concerns relating to traffic, unloading zones, and parking availability in the downtown.

Staff has organized the comments in summary form in Attachment 1. Copies of written comments are provided in Attachment 2.

**Planning Commission Recommendations:** Review comments from public outreach was presented to the Planning Commission for consideration on February 16, 2017. The Planning Commission was provided with an overview of the proposed ParkEasy strategy and the meeting included a public comment period. Two members of the public spoke and were supportive of the parking options with the exception of Area E. They were opposed to the proposed parking structure option (Area E) at Washington/ Main Street. (Note, this is a County-owned parking lot and further consideration would be needed if integrated in the strategy as it affects the Courthouse, Historic District and neighboring residential and church use).

Planning Commissioners provided recommendations as follows:

- Consider clearly delineating centerlines at the Pine Street / Spring Street intersection
- Consider time zoning (yellow zones OK after 6pm)
- Consider moving Spring Street loading zones; consider flashing 'caution' lights in some places
- Consider adding stairs for pedestrian access to the sidewalk across from the proposed parking side along High Street
- Consider metering any unmetered spaces

**Public Comment Period:** Parking Exhibits were posted on the City website and made available for comment and review. The public comment period extended from January 12<sup>th</sup> through April 19<sup>th</sup>, 2017. Several e-mails and comments were received. These are also included in Attachment 2.

## **PROPOSED PARKING STRATEGY SUMMARY:**

The Parking Strategy is intended to be a tool to help the City respond to present and future parking needs and provide easy-to-implement options. The public participation process was very helpful in identifying challenges and creative solutions. Some overall considerations which were identified include:

- Reduce street congestion and wasted time for drivers searching for spaces
- Consider truck delivery and unloading areas; large trucks are not using unloading zones
- Consider increasing meter price and adding meters
- Provide more options so that employees are not competing for spaces with customers
- Keep red zones near intersections for easier maneuvering
- Provide adequate parking so that drivers are not frustrated and abandon the idea of visiting
- ADA spaces should be placed at suitable locations with regard to slope and sidewalk ramps
- Signage and wayfinding should be improved or added
- Continue to improve pedestrian-friendly streetscape environment
- Provide other alternatives such as bicycle parking, electric vehicle charging, shuttle use
- Consider parking needs for multiple types of users – residents, employees, customers, visitors
- Provide more parking options for special events
- Parking lots should be efficient and aesthetic
- Provide a mix of on-street and off-street parking that is convenient and easy to find

In response to public comments, City staff revised the parking options as follows:

1. Added parking options for Sacramento Street, Zion and Searls (7 Hills District)
2. Revised Parking Area B on Spring Street. The current proposed plan has parallel parking on both sides of the street with stalls added in some locations.
3. Removed Parking Area “I” from the current list of options. This area at the top of Broad Street is primarily residential and there are several intersections with traffic flow considerations that need to be further developed.
4. Removed Parking Area “E” from the current list of options. This is property owned by Nevada County and it provides Courthouse parking as well as public parking. Potential improvements to this parking lot should be considered in consultation with the County in the future.
5. Eliminated some of the yellow unloading zones on Broad Street and Spring Street – it was expressed in public meetings that these areas are not adequate for large trucks and could be better utilized for parking spaces.

The proposed Parking Strategy includes an added 154 parking spaces in 12 different locations. Approximately one-third of these additional spaces could be implemented by summer of 2018. The remainder could be completed by 2020. All parking improvements will include ADA spaces and accessibility improvements in accordance with current code.

requirements. The proposed parking strategy will require design of improvements for four public parking lots located at Spring Street (behind National Hotel); Clark/Sacramento; Commercial Street; and Nevada Street. This design effort will commence immediately upon approval of this parking strategy. Design of improvements is expected to occur in 2017 and early 2018 so that funding can be identified and construction scheduled within timeframes as noted herein.

**RECOMMENDATION:**

Staff is recommending the City Council authorize staff to proceed with implementation of the parking strategy. Proposed Parking Improvements are shown on Parking Exhibits A.0 through B.3. A Summary of Proposed Parking Improvements including magnitude of cost and potential funding sources is provided in Table 1.0. As a part of this parking strategy, City staff will pursue grant funds for electric vehicle charging stations, funding for trail / bridge connection to the Clark Street parking lot, and State funds for ADA sidewalk improvements.

A significant number of the solutions are affordable and can be implemented within 12 months. These are shown as ‘Short Term’ on the Overall Parking Exhibit A.0. The remaining options are ‘Near Term’ and can be implemented within two to three years. The proposed shuttle pilot project is recommended for summer 2018 in order to provide adequate time to develop the concept.

**Short Term (2017-2018)**

B	Spring - restriping - improve ADA
C	Broad - remove portions of red and yellow zones
F	Church and N Pine - less unloading, add more stalls
H	Coyote St - diagonal parking one side, parallel on other
J	Bennett - striping at Spring and Bennett
M	Zion - remove red zones and add parallel
N	Searls - add curb, remove red zones and add parallel
P	Shuttle from County Rood Center (Pilot Project)

**Near Term (2019-2020)**

A	Spring Street - City Lot Expansion with Retaining Wall
D	Nevada Parking Lot reconfigured after bridge rebuild
G	High St - diagonal parking one side, parallel on other
K	Clark and Sacramento - new parking lot with trail to DT
L	Sacramento to Zion - safety and striping
O	Commercial Street Parking lot (Electric Vehicle)

Staff is also recommending the City Council direct staff to develop recommendations for improving wayfinding (directional signage).

**ENVIRONMENTAL CONSIDERATIONS:** Not applicable.

**FISCAL IMPACT:** Preliminary cost estimates for recommended improvements are included in Attachment 4.

**ATTACHMENTS:**

1. Summary of comments from 'ParkEasy' public workshops
2. Public comments received to-date 4/20/17
3. Exhibits A.0 through B.3, Proposed Parking Improvements
4. Table 1.0 Summary of Proposed Parking Improvements

**“ParkEasy Nevada City” Parking Expansion Strategy  
April 26, 2017**

Summary of Comments from Public Workshops

<b>Public Comment Period: January – April 2017</b>	
<b>Parking Area</b>	<b>SUMMARY OF COMMENTS</b>
<b>A</b>	7 green dots; 1 red dot
Spring Street	Consider parking garage here
Parking Lot	Add meters
	Good for trail connection to proposed Clark/ Sac parking lot
<b>B</b>	4 green dots; 2 red dots
Diagonal	Not maneuverable, would cause congestion
On-Street	Need bus parking for Foundry
Spring St	Poor aesthetic, too commercial
	This could result in no activity on north side of street. Need better streetscape
<b>C</b>	2 green dots; 2 red dots
Parallel	If too close to intersection – keep red
On-Street	Eliminate unloading zones, let delivery trucks double park
Broad / Pine	
<b>D</b>	6 green dots; 0 red dots
Nevada St	Consider single entry/ exit (one way driveways)
Parking Lot	
<b>E</b>	8 green dots; 3 red dots
Courthouse	Good architecture needed for parking garage
Parking Lot	Not good for neighborhood
Main/Washing	Wrong location for parking garage
	What affect does this have on the courthouse project?
	Good use of inefficient and unattractive lot
	Need more parking for courthouse
<b>F</b>	1 green dot; no red dots
add Parallel	Need more parking at courthouse
at courthouse	

<b>G</b>	4 green dots; no red dots
Diagonal on	Good but doesn't provide ADA
High St	45 degree better for sight angle
	Would overhang into sidewalk
	Need railing and stairs to sidewalk
<b>H</b>	7 green dots; no red dots
Diagonal on	Keep parallel on freeway side and diagonal on business side
Coyote St	Use edge line at back of stall to lessen chance of overhang
	Traffic calming – speed bumps or blinking lights
<b>I</b>	3 green dots; 4 red dots
Diagonal on	Too busy for backout of diagonal
Broad St	Too congested for diagonal – merging intersections
	Would result in headlights into houses
	Too commercial for residential area
	Parked cars may overstay in residential zone
<b>J</b>	1 green dot; no red dots
parallel	
On Bennett	
<b>K</b>	8 green dots; 1 red dot
new lot at	Good idea
Clark and Sac	Could impact Gold Creek Inn and residents aesthetics, privacy
	Need to be screened from view with fencing, Needs enforcement
	Would bring in more public use – litter, visual, noise, overnight parking, transient use
<b>L</b>	3 green dots; no red dots
parallel at	
Sacramento	
<b>M</b>	1 red dot; 1 green dot
parallel at	What about bike lanes
Zion	Need to keep red zones near intersections
<b>N</b>	1 green dot; no red dots
parallel at	
Searls	

<b>O</b>	
Commercial	Electric vehicle charging – need to consider ADA
Street parking	
<b>P</b>	This option was well received in workshops
Shuttle	Start as a pilot project
Option	
<b>Other Ideas</b>	
	Deck over Freeway
	Diagonal on Bennett
	Need # of appropriate ADA Stalls with unloading, ramps, walks (Code Req'd)
	Landscaping, streetscape improvements
	wayfinding (directional signage)
	Enhanced use of technology for parking



**COMMUNITY WORKSHOP**  
**"PARKEASY NEVADA CITY"**  
 City Hall – Nevada City, CA  
 Comment Card - February 1, 2017

Name: GILBERT DEFEZ Address: 111 MILL ST. (Optional):

Preferred Parking Options: E - STRUCTURE OR IMPROVEMENT OF EXISTING LOT (A, B, C..)

Comments: MAKES BETTER USE OF AN EXISTING SPACE THAT IS INEFFICIENT AND UNATTRACTIVE

Non-Preferred Parking Options: B & I - TOO COMMERCIAL LOOKING POOR AESTHETIC (A, B, C..)

Comments: (B) - WOULD HAVE TOO COMMERCIAL OF AN APPEARANCE AND INCREASE TURNAROUND TRAFFIC AT SPRING AND MILL OR DIRECT MORE TRAFFIC DOWN MILL - ALREADY BUSY

Other Comments: \_\_\_\_\_



**COMMUNITY WORKSHOP**  
**"PARKEASY NEVADA CITY"**  
 City Hall – Nevada City, CA  
 Comment Card - February 1, 2017

Name: Valerie Hoberg Address: 517 W Broad St NE (Optional):

Preferred Parking Options: Coyote St change direction of angle parking & change to west side (A, B, C..)

Comments: \_\_\_\_\_

Non-Preferred Parking Options: \_\_\_\_\_ (A, B, C..)

Comments: \_\_\_\_\_

Other Comments: Bennett between Broad & Spring - add diagonal parking



COMMUNITY WORKSHOP  
 "PARKEASY NEVADA CITY"  
 City Hall – Nevada City, CA  
 Comment Card - February 1, 2017

different guidelines call for different widths. parking → door → buffer → bikes → thru

Name: Tom Grundy Address: 222 Sacramento St. Apt. B (Optional):  
caver456@gmail.com

Preferred Parking Options: \_\_\_\_\_ (A, B, C...)

Comments: \_\_\_\_\_

Non-Preferred Parking Options: M - reducing red zones could be bad! (A, B, C...)  
sight lines are already an issue in many places (not just M)

Comments: \_\_\_\_\_

Other Comments: - calming on High St (humps) due to large # of spaces directly across from church  
 (H) - swap sides; diagonal stalls on W side, parallel on E side, and maybe get rid of sidewalk on E side - reduce the number of street crossings  
 (M) - concerns about sufficient width for bike lanes. As a cyclist, I feel much safer without a bike lane which would encourage/instruct cyclists to be in door zones!  
 - also the red zones are important for safety - reducing them can be unsafe - both of these would increase the city's legal liability.



COMMUNITY WORKSHOP  
 "PARKEASY NEVADA CITY"  
 City Hall – Nevada City, CA  
 Comment Card - February 1, 2017

Name: [scribble] Address: lindalohappymom@yahoo.com (Optional):

Preferred Parking Options: Eliminate the yellow loading/unloading spots, let them continue to double park. (A, B, C...)

Comments: Put signs up designation what ways to go for the ADA to get around by G.

Non-Preferred Parking Options: \_\_\_\_\_ (A, B, C...)

Comments: \_\_\_\_\_

Other Comments: Need more court house parking lots  
I think you said you had a second story added for parking  
I had a hard time finding a place when I was on a survey



**COMMUNITY WORKSHOP**  
**"PARKEASY NEVADA CITY"**  
 City Hall – Nevada City, CA  
 Comment Card - February 1, 2017

Name: Alfred P. Bull Address: 11482 Ridge Road N.C. (Optional):

Preferred Parking Options: Deck over freeway in two phases (A, B, C..)

Comments: best option

Non-Preferred Parking Options: East side National Hotel parking structure / Floor level shops (A, B, C..)

Comments:

Other Comments: Open space back of Spring Street



**COMMUNITY WORKSHOP**  
**"PARKEASY NEVADA CITY"**  
 City Hall – Nevada City, CA  
 Comment Card - February 1, 2017

Name: Kristin Ansell of FREED Address: Kristin@freed.org (Optional):

Preferred Parking Options: \_\_\_\_\_ (A, B, C..)

Comments: \_\_\_\_\_

Non-Preferred Parking Options: \_\_\_\_\_ (A, B, C..)

Comments: \_\_\_\_\_

Other Comments: I would like to see more ADA accessible parking spots access ways and curbs that are easy access. Many sidewalks, like G, that are too high of slope. These may be great but don't help out ADA areas.



**COMMUNITY WORKSHOP**  
**"PARKEASY NEVADA CITY"**  
**City Hall – Nevada City, CA**  
**Comment Card - February 1, 2017**

Name: Garvin H. Harty Address: 111 Mills + (Optional):

Preferred Parking Options: 7-B (A, B, C...)

Comments: \_\_\_\_\_

Non-Preferred Parking Options: A1-B (A, B, C...)

Comments: \_\_\_\_\_

Other Comments: would like to see any new parking lights as down high to reduce light pollution

Hi Bryan,

Just wanted to give you my recommendations for the proposed angle parking near the freeway ramps. Please consider alternatives with about 45 degree angle parking for High and Coyote Streets. This angle is more compatible with streets where some drivers go more than 25 mph because they just got off the freeway, or are anticipating getting on. This angle improves the ability to see approaching vehicles when you are backing out. It may also reduce costs by allowing the existing sidewalks to remain in place.

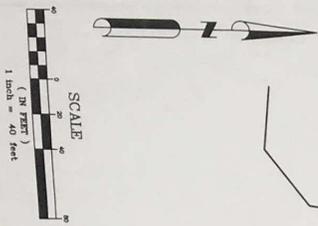
The difference in the number of parking spaces that would be provided for angles of 45 and 60 should be compared for each location.

The Coyote Street parking is rarely filled up, except for big events, so spending money to remove sidewalks does not seem worthwhile.

For delineation, the angle stalls should be at least 9 feet wide, and 18 feet long, without including overhang onto the sidewalk. With this angle parking, I recommend an edge line near the back of the parking stalls. It should be at least 10 feet from the center of the travelled way. Marking the centerline is also recommended, so that is more obvious why longer vehicles can not park in these diagonal stalls, and to clearly divide the reduced width of the travel lanes. Keeping them from hanging over the sidewalk may be difficult.

I will be out of town until 2/23, so good luck with your Planning Commission presentation.

Sincerely, Jim Brake



PARKING AREA	# STALLS PROPOSED
A	23
B	9
C	7
D	12

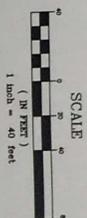
EXHIBIT "A-1"  
PROPOSED PARKING (Upon Completion)

# EXHIBIT "A-2"

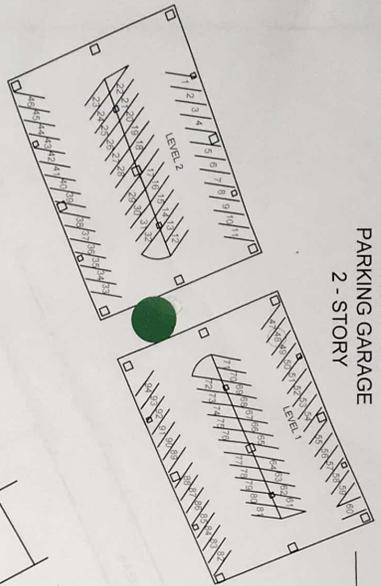
PROPOSED PARKING (Upon Completion)



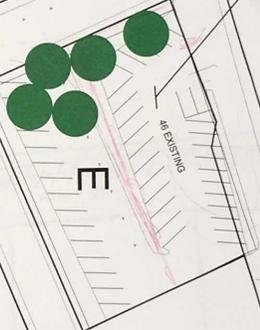
ADDED PARKING		# STA PROPC
PARKING AREA	1	8
J	4	4



PROPOSED  
PARKING GARAGE  
2-STORY



SHEET A-5



WASHINGTON ST

WASHINGTON ST

COYOTE ST.

STATE HIGHWAY 49/20

SHEET A-4

MAIN ST.

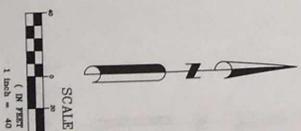
COMMERCIAL STREET

SHEET A-1

SHEET A-2

EXHIBIT "A-3"  
PROPOSED PARKING (Upon Completion)

PARKING AREA	# STA PROPC
E	48
F	4



SHEET A-5

EXHIBIT "A-4"  
PROPOSED PARKING (Upon Cor

SHEET A-3

COMMERCIAL STREET

MAIN ST.

WASHINGTON ST

COYOTE ST.

STATE HIGHWAY 49/20

HIGH ST.

.30 EXISTING

G

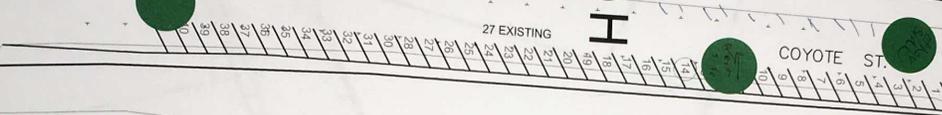
WASHINGTON ST

NEVADA ST.

AD
PARKI
ARE
G



DEAN AL



STATE HIGHWAY 49/20

**EXHIBIT "A-5"**  
**PROPOSED PARKING (Upon Completion)**

45

ADDED PARKING	
PARKING AREA	# STALLS PROPOSED
H	14

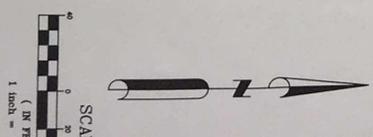
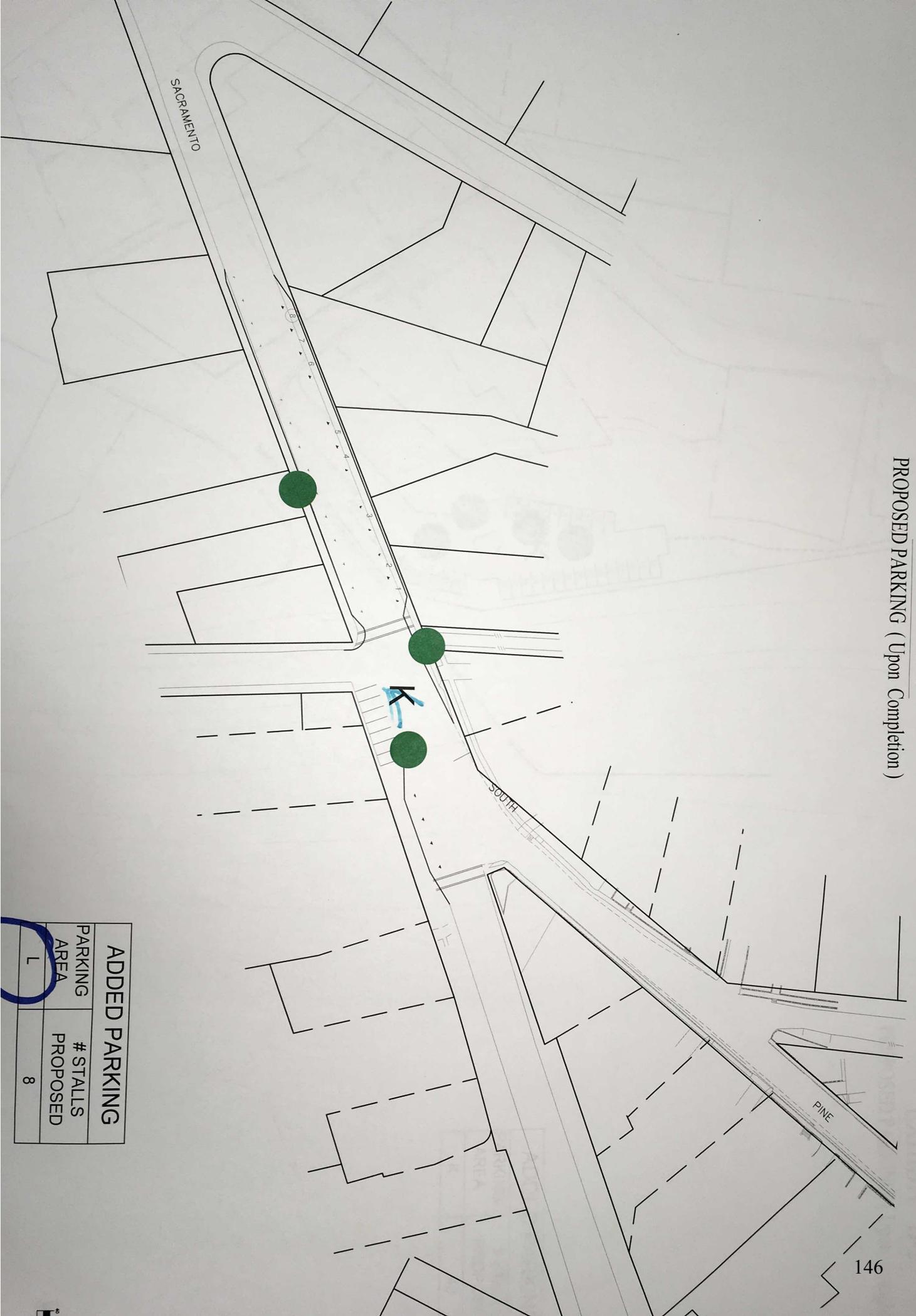


EXHIBIT "B-1"  
PROPOSED PARKING ( Upon Completion )



ADDED PARKING

PARKING AREA	# STALLS PROPOSED
L	8

# EXHIBIT "B-2"

PROPOSED PARKING ( Upon Completion )



ADDED PARKING	
PARKING AREA	# STALLS PROPOSED
K	40

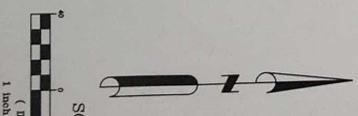
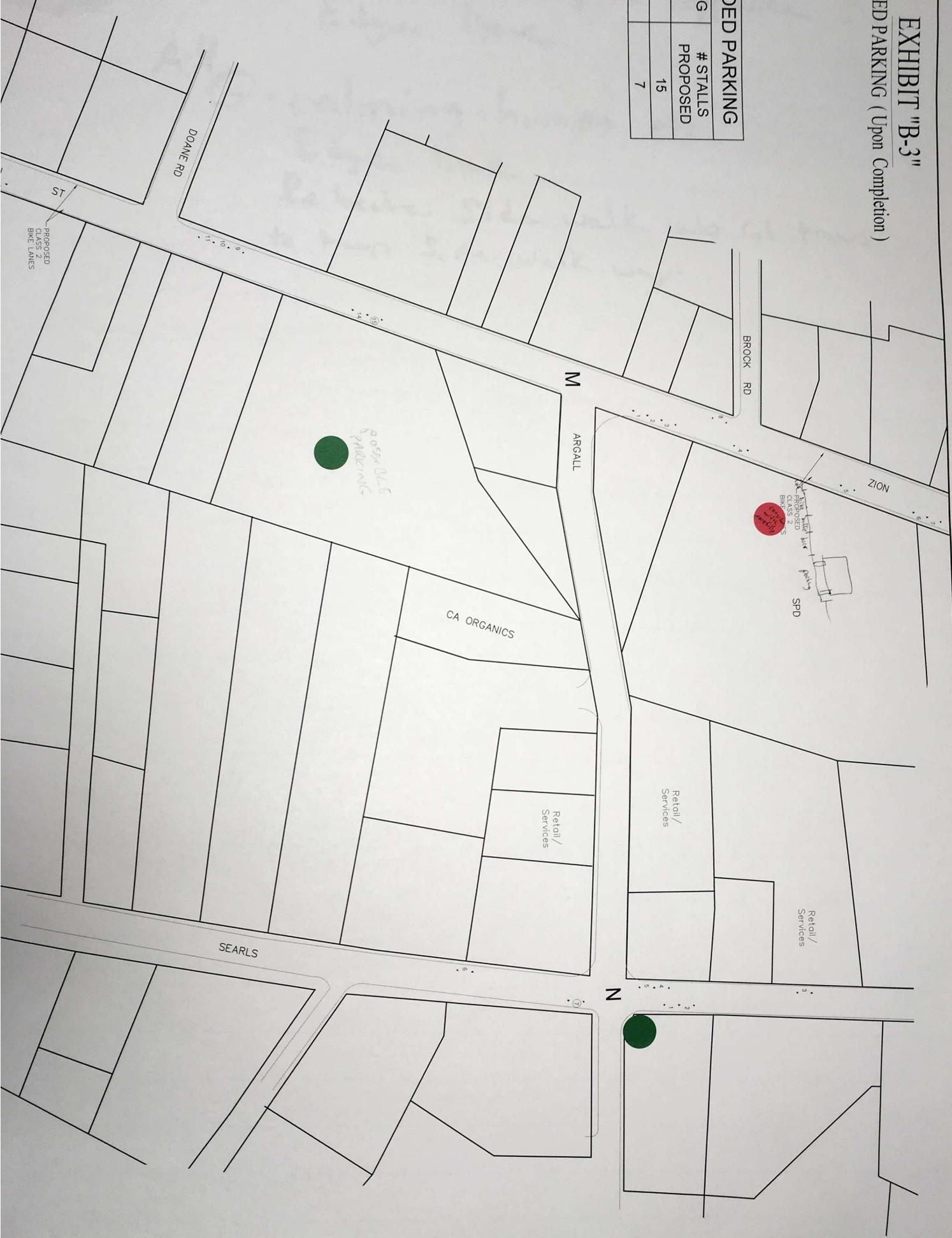


EXHIBIT "B-3"  
 ED PARKING (Upon Completion)

PROPOSED	# STALLS
G	15
	7



A-5

Move parking to opposite side  
Edge line

A-4

G-calming-humps etc.

Edge line

Relocate side walk into cal trans  
to keep safe walk way.

Spring Street Diagonal - Not Aesthetic  
- Not Maneuverable

Diagonal on Bennett

Deck over Freeway (outside investors)

Bus Parking for Foundry

Delivery Vehicle - Width, Maneuvering

C too close to intersection (typical)

Angled parking - consider backout B

D single entry? or One Way

Broad St Y Busy Street Backout?

# Nevada City Business Community Parking Expansion Workshop



**YOU'RE INVITED!**

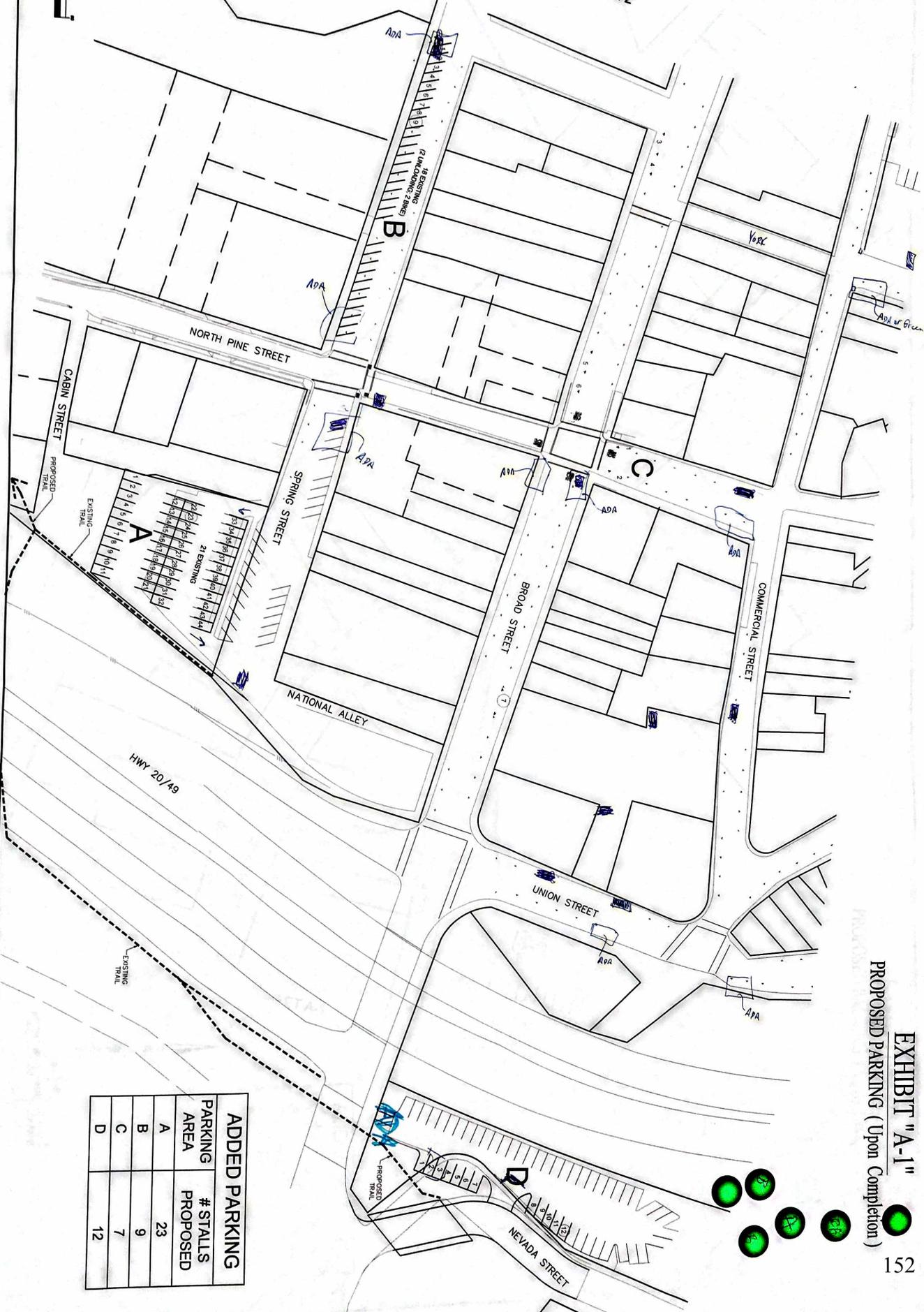
Learn More. Provide Feedback.

*The City of Nevada City is seeking the Business Community's feedback on  
Downtown and 7-Hills District parking expansion options.*

**Wednesday, March 1, 2017**

9:00 a.m. to 11:00 a.m.

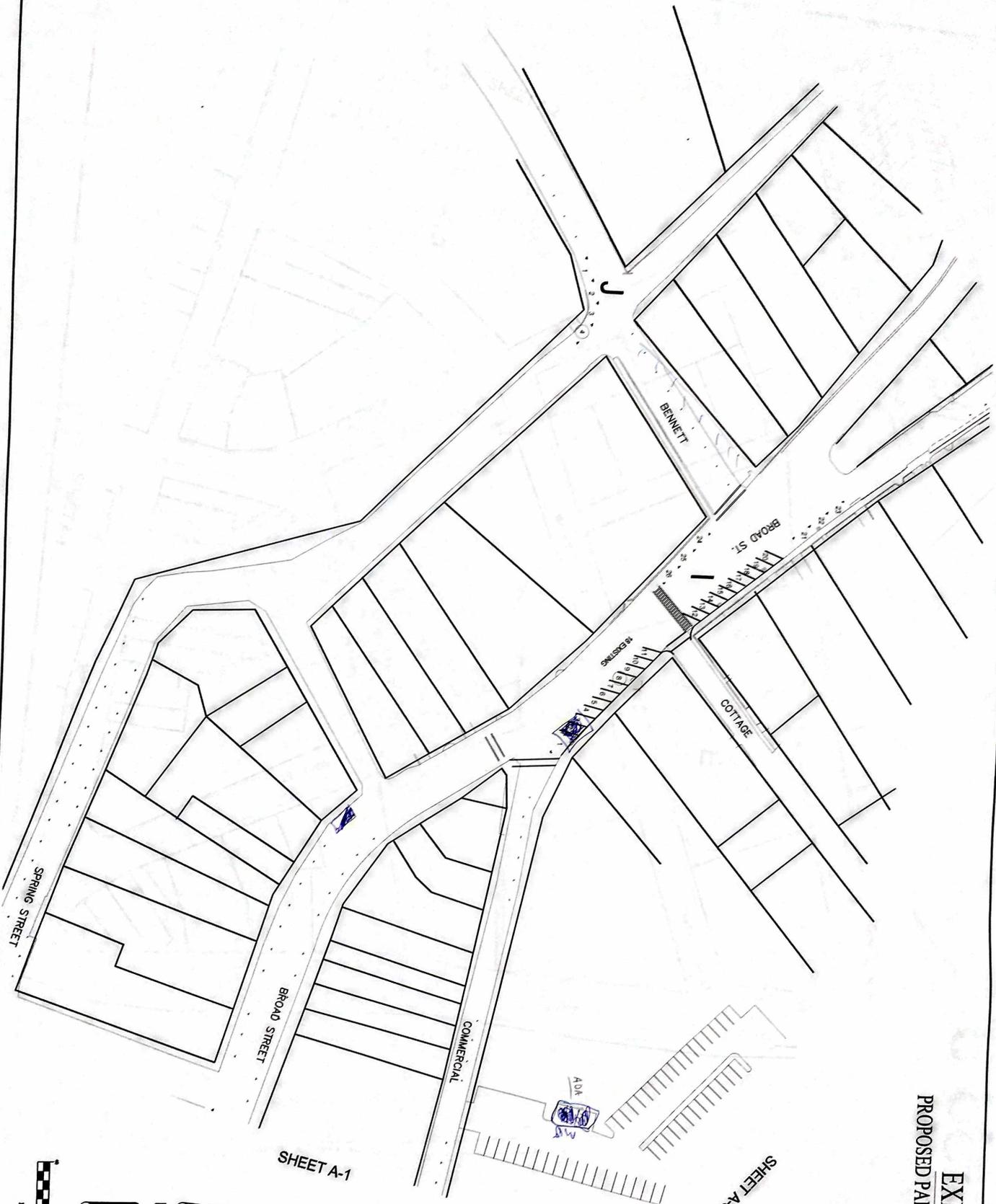
City Hall, 317 Broad Street



ADDED PARKING	
PARKING AREA	# STALLS PROPOSED
A	23
B	9
C	7
D	12

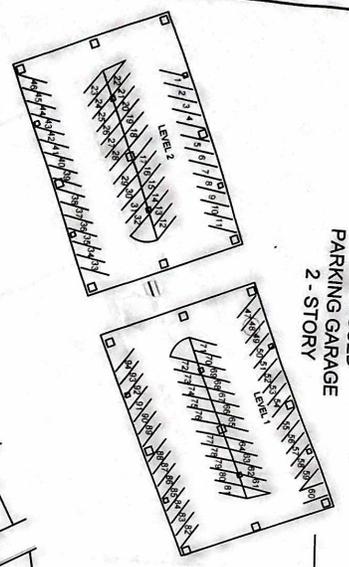
**EXHIBIT "A-1"**  
**PROPOSED PARKING (Upon Completion)**

**EXHIBIT "A-2"**  
PROPOSED PARKING ( Upon Completion )



ADDED PARKING	
PARKING AREA	# STALLS PROPOSED
I	8
J	4

PROPOSED  
PARKING GARAGE  
2-STORY



SHEET A-5

EXHIBIT "A-3"  
PROPOSED PARKING (Upon Completion)

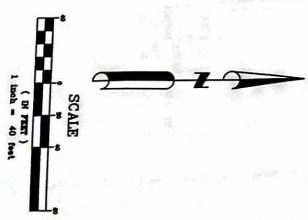


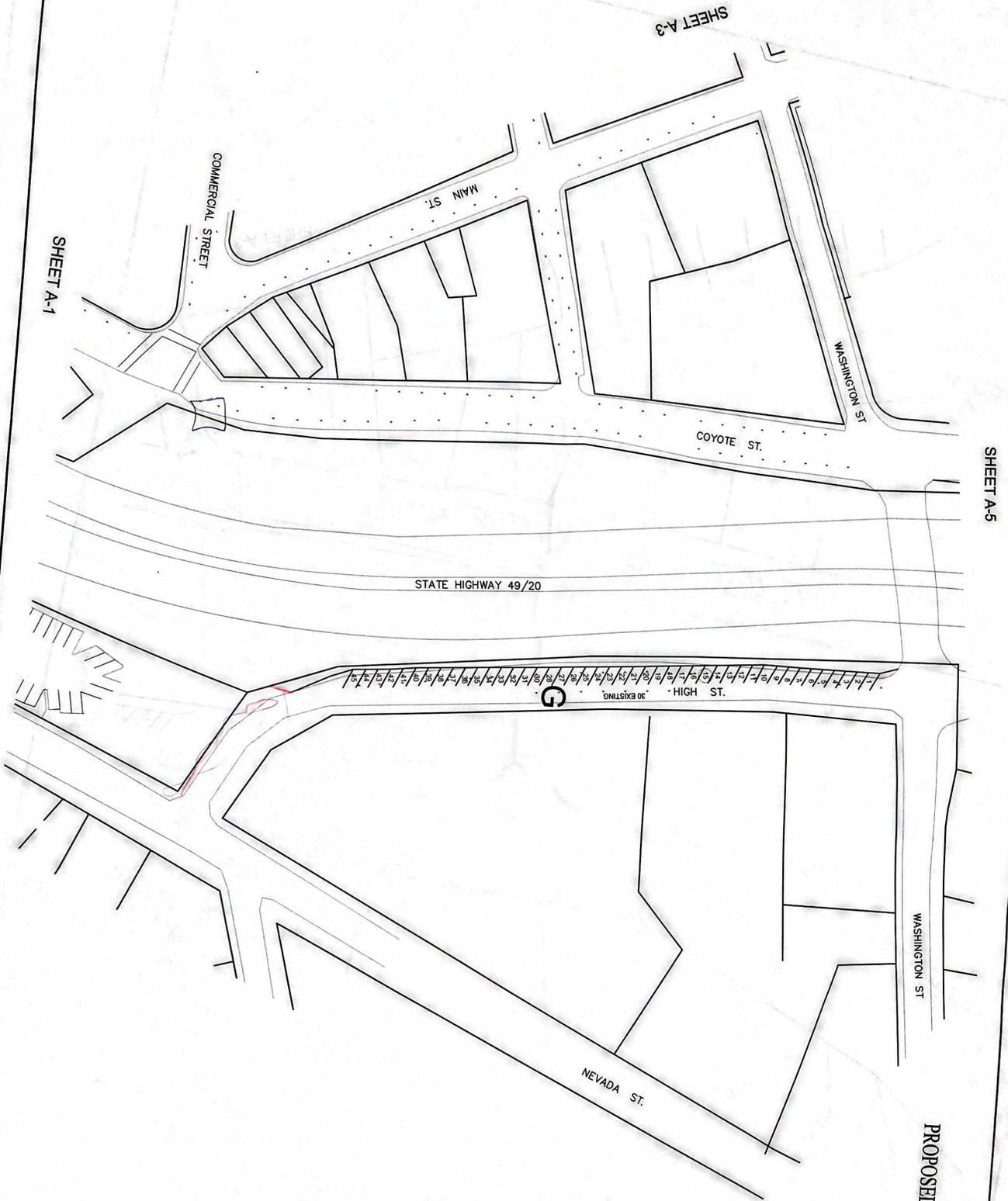
SHEET A-2

SHEET A-1

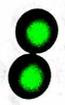
SHEET A-4

ADDED PARKING	
PARKING AREA	# STALLS PROPOSED
E	48
F	4

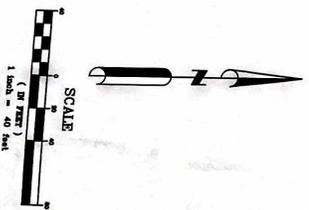




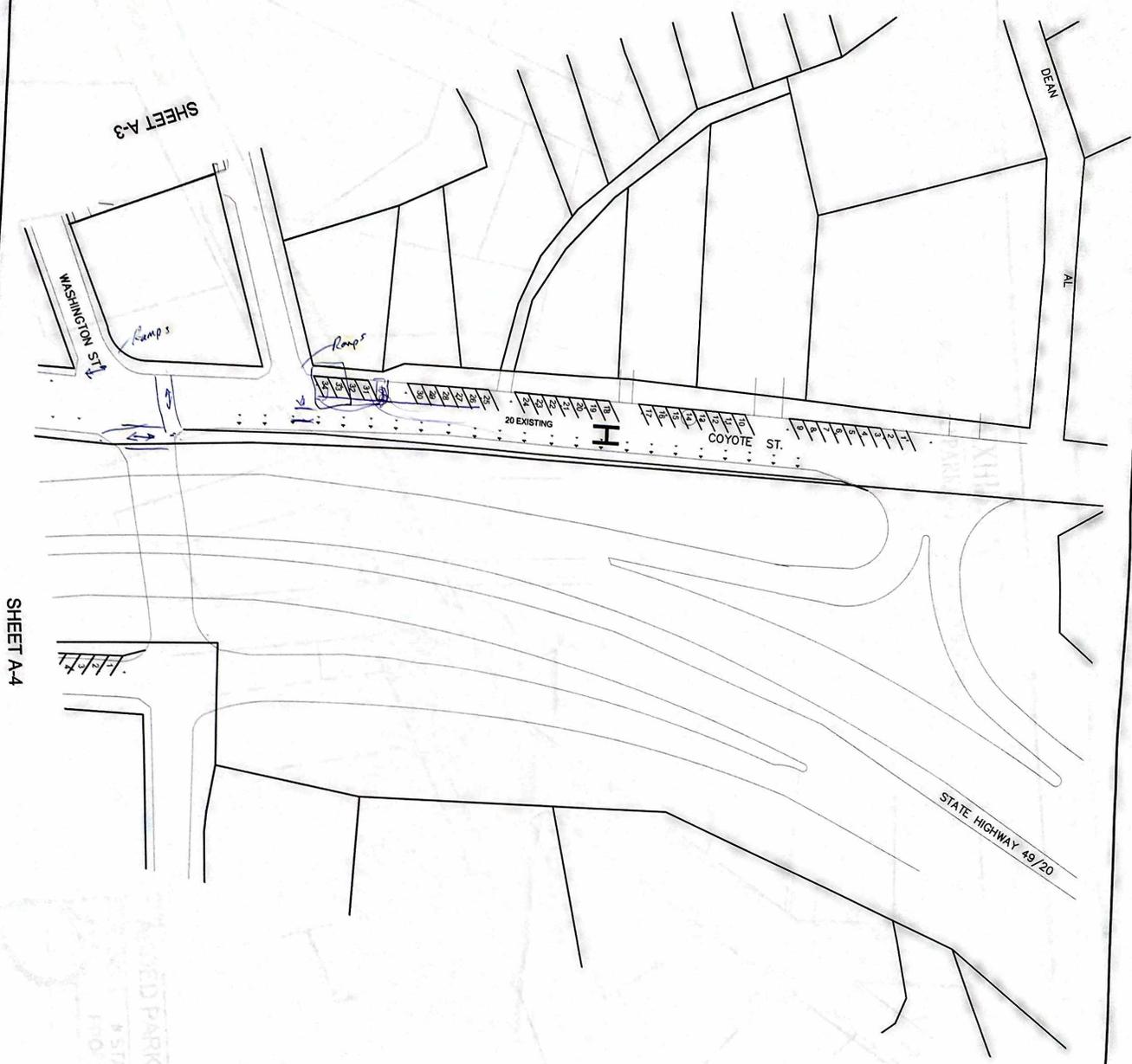
**EXHIBIT "A-4"**  
**PROPOSED PARKING (Upon Completion)**



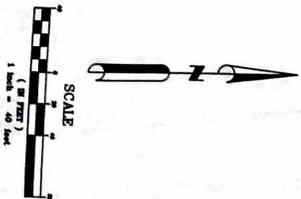
ADDED PARKING	
PARKING AREA	# STALLS PROPOSED
G	15



**EXHIBIT "A-5"**  
**PROPOSED PARKING (Upon Completion)**



ADDED PARKING	
PARKING AREA	# STALLS PROPOSED
H	14

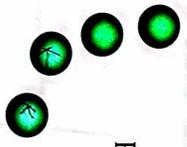


SHEET A-3

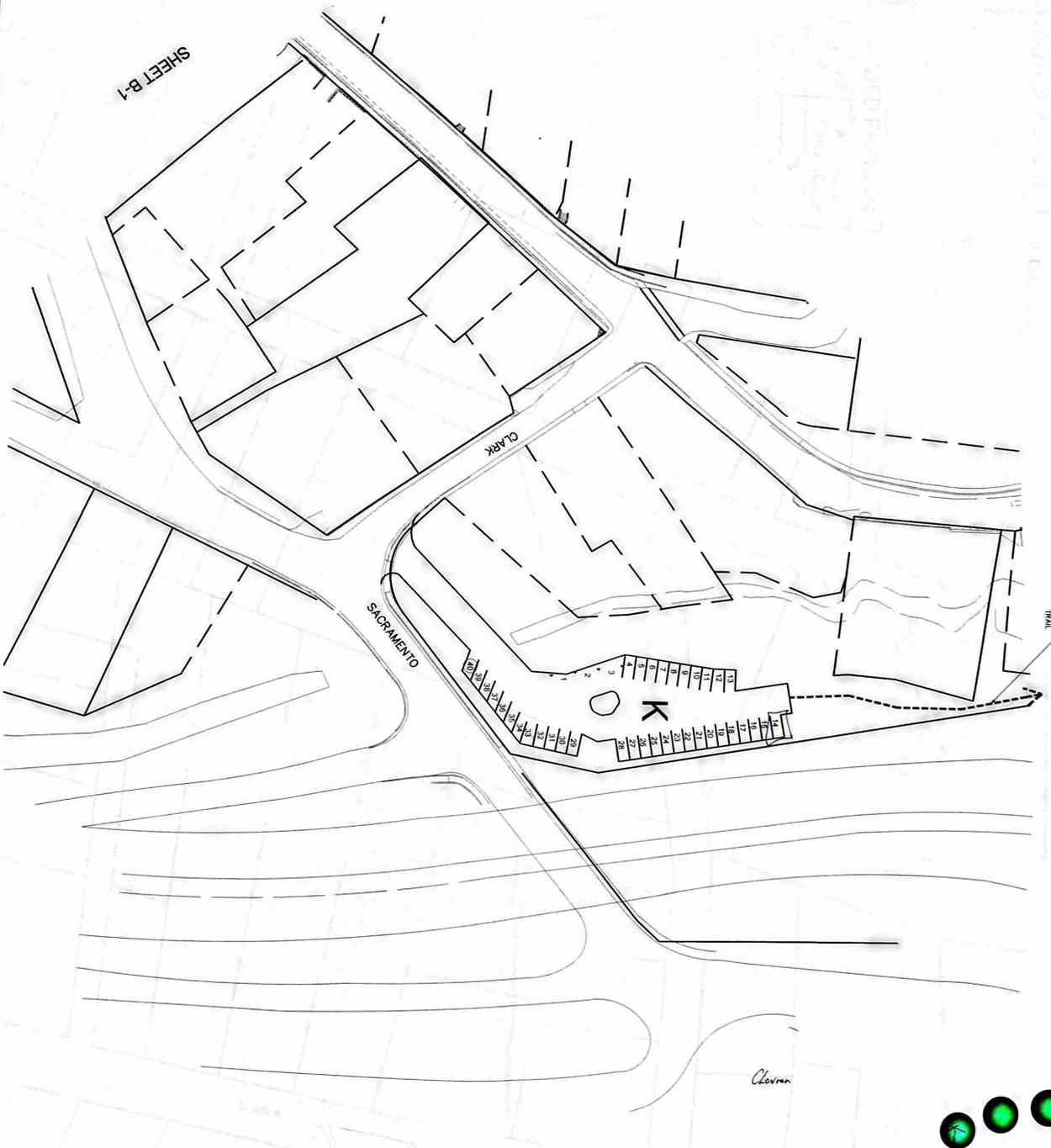
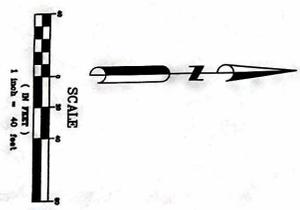
SHEET A-4

PROPOSED PARKING  
 14 STALLS  
 170' x 100'

EXHIBIT "B-2"  
PROPOSED PARKING (Upon Completion)



ADDED PARKING PARKING AREA	# STALLS PROPOSED
K	40



SHEET B-1

Feb 1, 2017

### ParkEasy Email Notification Sign-up List

(Please write legibly!)

NAME	EMAIL ADDRESS
Chris Schack	DPW Superintendent
Valerie Weber	City Council
ROBERT EITEL	bobe@goldcreekinn.com
Tom Gandy	cover456@gmail.com
JOHN CHASE	J-Chase@newmery.com
JIM BRAKE	jbjimbrake@gmail.com
RAY BRYARS	RAYBRYARS@YAHOO.COM
Mark Prostwick	CITY MANAGER
Stuart Shepse	StuartShepse@yahoo.com
Linda Russell	linda.happy@ymondy.com
Alfred P. Bull	(530) 264-6418
ELIZABETH DIETZ	elizabethdieter@yahoo.com
Kristin Ansell	Kristin@freed.org
Gavin Healy	gavin@balderscpaint.com
Glenda Zankov	



February 28th, 2017

To: Nevada City Planning Commission, Nevada City Council and Nevada City Administration

Reference: "Park Easy Nevada City" Proposed Plan, Parking Area "K" Comments, Concerns & Ideas

Thank you for addressing the need to create additional parking for the City of Nevada City. I commend the efforts for the proposed plan, as it appears to address the absolute need for additional parking, with a fiscally responsible plan. Growing up in the area, and turning of age to drive, I have witnessed 30 years of parking challenges in Nevada City, and this plan looks like it should significantly address the current and short term future of parking needs throughout the city. Like many of the citizens and business owners of the City, there will be both positive and negative impacts that may directly or indirectly affect adjacent residences and property owners. The overall plan I believe will ultimately prove positive for the City and its residences. In many of the proposed parking sections there is already parking in-front, or adjacent to such properties, and the impact of rearranging the spaces to create better traffic flow and achieving more spaces will be minimum impact or use changes.

While in general I am in favor of the Park Easy Nevada City Proposal, I do want to address some immediate concerns that could have a have a direct negative impact to my business, residence and neighbors. The area of concern is specifically in regards to the new proposed parking lot "K" and the trail/park connection to the downtown area behind the National Hotel.

Currently our guests enjoy the peace and quiet of the Gold Run Creek Canyon both from the private balconies and expansive creek side patio and gardens. It is the unique feature of this year round running creek and waterfall and spacious green belt that draws our guests to stay at the property with privacy they expect. This could be severely jeopardized by the development of Parking Lot "K" and connecting pedestrian trail/park, unless certain measures are taken to mitigate the nuisances.

**Property Description and Impact of 301 & 317 S. Pine Street "Gold Creek Inn B&B":**

96% (1,213 of 1,262 linear ft) of our property line is shared with City owned property or easements. 44% (538 linear ft) would be directly affected with the build-out of the proposed Parking Lot "K" and connecting pedestrian trail/park. Essentially the property would become a fishbowl to public access, and limit the privacy for both residence and guests, of the Inn. See Attachment Property Map for reference. Page 4.

Four of the five guest rooms face the direction of both the proposed parking lot and pedestrian trail. Three of the rooms have private balconies that face the same direction, as well as the parlor, dining room, creekside patio, and creekside common deck, where many of the guests eat outside during the summer months.

A forty space parking lot will dramatically increase the visual and sound nuisances that come with parking lots. The position of the proposed lot is visible from many points along the east facing slope of the Bed & Breakfast, where headlights would beam into the windows and grounds as cars come and go. As with most public parking areas, the potential for loitering, litter and noise would follow. Including the opening and closing of car doors; the occasional horn honk from locking/unlocking doors, car stereos blaring music, and the occasional car alarm going off.

The Parking lots' purpose is to directly connect the Downtown district via a pedestrian trail. The trail would also encourage more local pedestrian foot traffic from local neighborhoods, schools and the 7 Hills District. The pedestrian trails' access funnels down to a 5ft to 8ft wide section for several hundred feet. The foot/bike traffic corridor looks directly into the B&B's backyard and rooms. Essentially a continuous migration of pedestrian traffic will pass along our property. Current estimated foot traffic is 2-6 people a week. That is 104-312 people per year. After the parking lot and thru trail is built that could increase to 100-400 people a week. Increasing to 5,200-20,800 people per year. This will be a significant impact to the land use. The direction of traffic will go both ways, as the people who park will be leaving and returning to their vehicles. Essentially doubling the use. See Photo Illustrations of View Shed from B&B and Cottage. Page 5-7.

**Consideration:**

If proposed parking lot "K" moves forward for development, we hope the City takes into GREAT consideration of the adjacent property owners along S. Pine St, and Clark Street whom will be directly impacted. The potential nuisances could be mitigated by including in the design phase to install an appropriate physical barrier, with a combination of solid fencing and landscaping to protect the privacy of the property owners while adhering to the City Standards of promoting and beautifying the city by keeping within the historical aesthetics that make this such a great place to live, and tourists to visit.

The City should also consider the impact of the trail/park. As with most open space trails and parks, to define a line of private property can come in the form of privacy fencing, and or signs. Both of which can take away the natural beauty of the open space and view Shed. At a minimal it would be good to see the delineation of private property with public park property with the implementation of a more appropriate open fence design using natural materials such as stone, or wood. One suggested, and very common park delineation for trails could be the use of a split rail cedar fence. This would serve several purposes. See photo examples below. Page 8.

First would be for the safety of trekkers and cyclist. The trail is cut sharply into a steep ravine for half the distance of the trail to the proposed pedestrian bridge. The steep slope at the edge of the trail could lead severe personal injury if one were to slip, or trip at the edge of the inclined trail, 20ft to 30ft directly to the creek and boulders on our property. The split-cedar-rail type fence would significantly reduce the accidental falling factor. See photo illustrations below. Page 9.

Secondly, a well-defined trail with property delineation would help prevent trekkers and cyclist from trampling the native vegetation and promotion of erosion in the steep ravine along the park. The fact that the parcel was once a place of mining activity, it is important not to disturb the topsoil. The current Park Sign (See Attached Photo. Page 10) States: "This area is subject to a deed restriction recorded in Nevada County On September, 2nd, 2016 in Book Type OR, 14 pages. This Deed restriction was recorded because arsenic and lead released by mining activities are present on this parcel in concentrations that do not allow for unrestricted use. Human contact with the soil and rock on this parcel should be avoided." Placing a split rail fence along the trail will discourage the excavation of mining tailings, exposing the arsenic and lead. This is currently occurring without a public trail and park, as many transients continually dig up material around the site and pan it down in the creek in search of gold. This activity would likely increase as the trail and park become open to the public.

Finally, with the potential of 20-140+ pedestrians using the parking lot and trail connection to downtown, daily will have a significant impact to the privacy of our property, as well as the potential for extended loitering, and garbage. Like any public City park, the appropriate recycling, and garbage bins should be put in place to reduce the amount of litter that will inevitably be tossed in the woods, along the creek and in the parking lot. The current lot is already subject to seasonal workers in the Fall season whom take up nightly camping, and it is currently not very accessible. With an easily accessible lot as proposed, the potential for overnight camping will no doubt increase. It seems that if the appropriate parking signs and enforcement are in place, it could reduce the potential of this overnight activity. There should be time limits for parking with some exceptions for City issued Permits. This would provide Local workers and residences to use parking as appropriate, and also reduce the potential of abandoned vehicles, overnight camping, or late night loitering in the park area. See current Park Sign, Proposed Park Sign and Parking Sign Example. Page 11.

My wife and I walk twice daily along the proposed trail and city park. I would conservatively estimate that we currently pick up a full grocery bag's worth of litter 5 out of 7 days a week. The trash collected ranges from as little as gum a wrapper, liquor, beer, and soda bottles or cans and "to go" food containers, to abandoned bikes, clothing, and broken down furniture. Where there is more public walking traffic and parking lots, there will come more trash. There should be at least the appropriate city maintained recycling bin, garbage can, and pet waste baggies located at both ends of the trail system and in the parking lot.

We look forward to the expansion and re-arrangement of parking throughout the City, as it will ease the pressure of parking for residents, tourists and businesses. We just hope that with the proper planning and implementation that it will have a positive impact and not a negative impact to us and our neighbors whom will be more impacted with an entirely new large lot built in a Zone designated as R1.

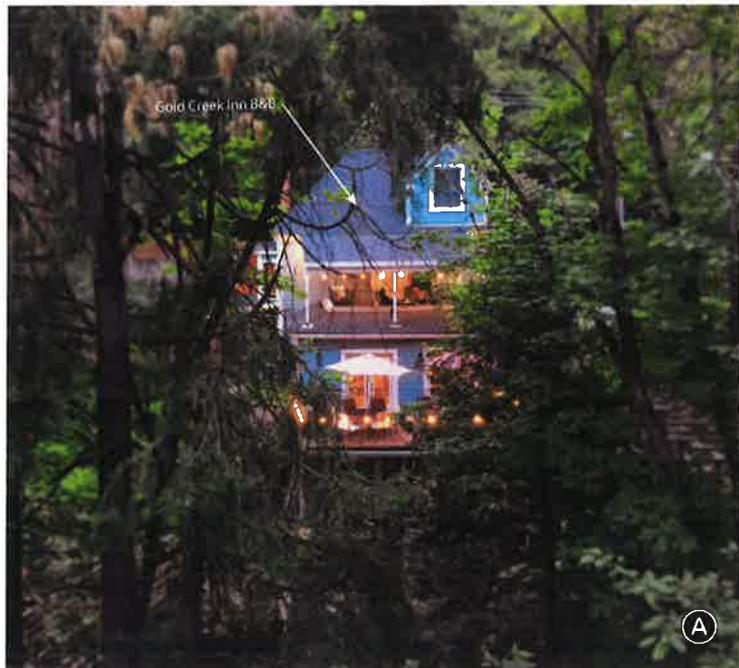
Thank you for reading our comments, concerns and Ideas in relation to the "K" Parking lot.

Regards,

Bob & Jep Eitel

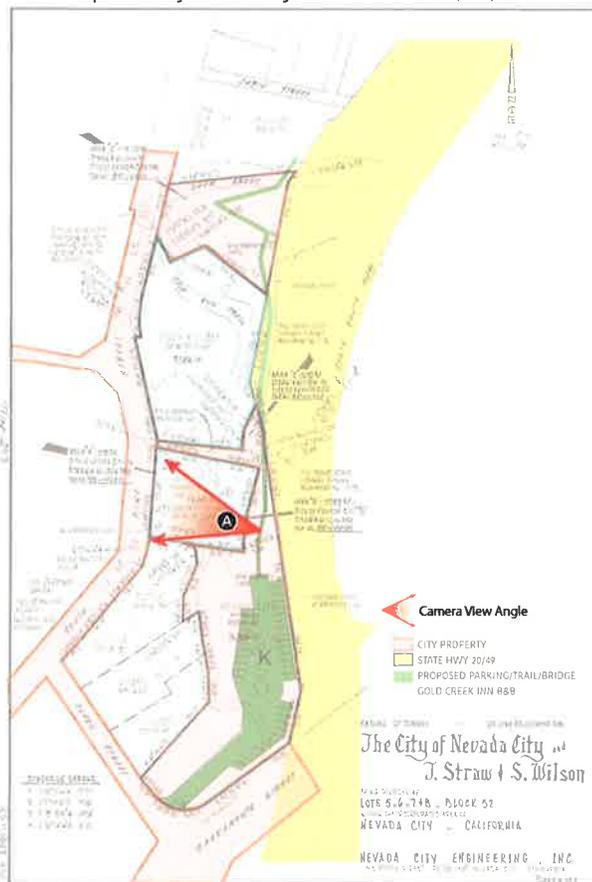
Gold Creek Inn B&B  
301 & 317 S. Pine St.  
Nevada City, CA. 95959  
Phone: (530) 264-7548  
Email: bob@goldcreekinn.com





View to B&B from Proposed Parking lot K

Map overlay Drawn by Robert Eitel 02/08/2017





View of Proposed Pedestrian Trail from Cottage

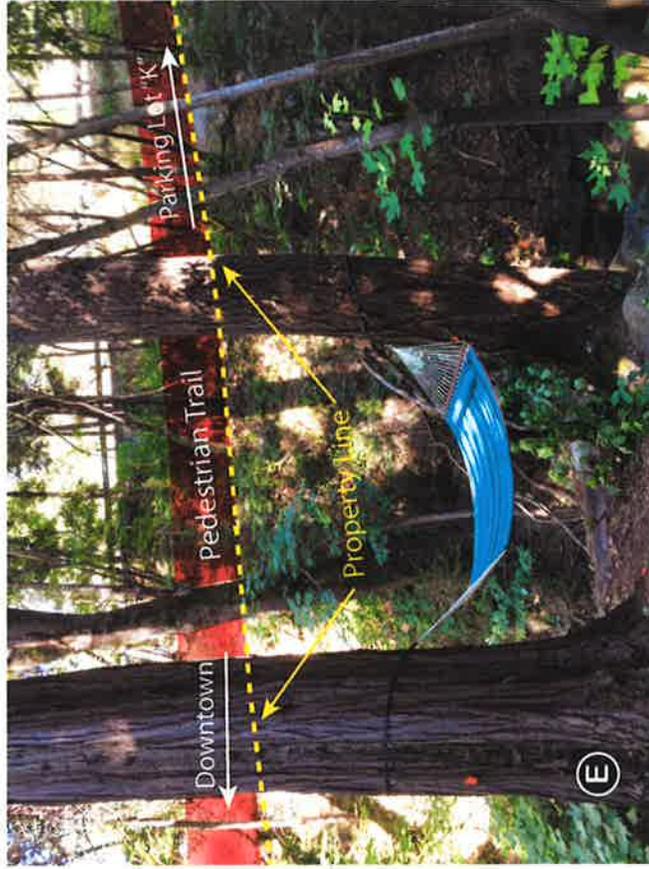


View of Proposed Pedestrian Trail & Parking Lot from B&B



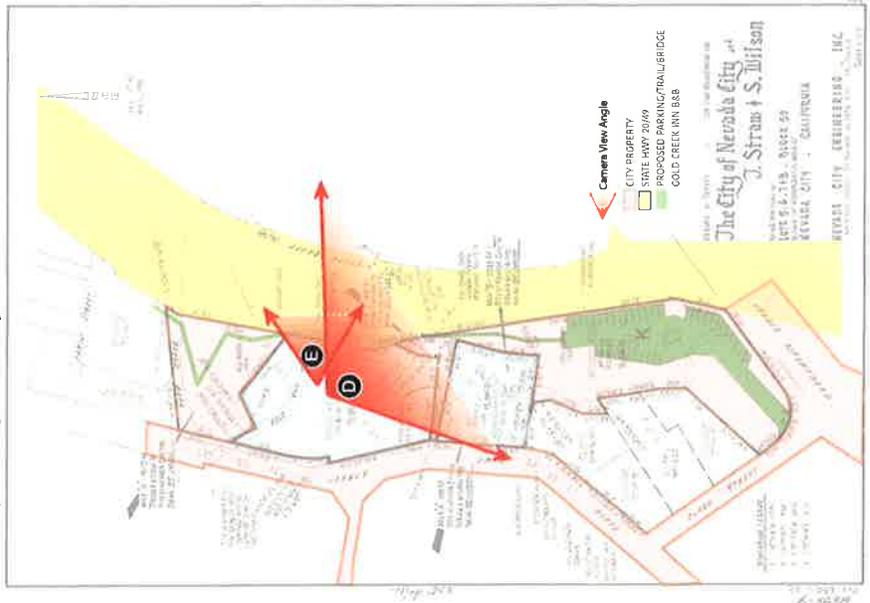


View of Proposed Pedestrian Trail from Backyard of Cottage



View of Proposed Pedestrian Trail from Backyard of Cottage

Map overlay Drawn by Robert Eitel 02/08/2017



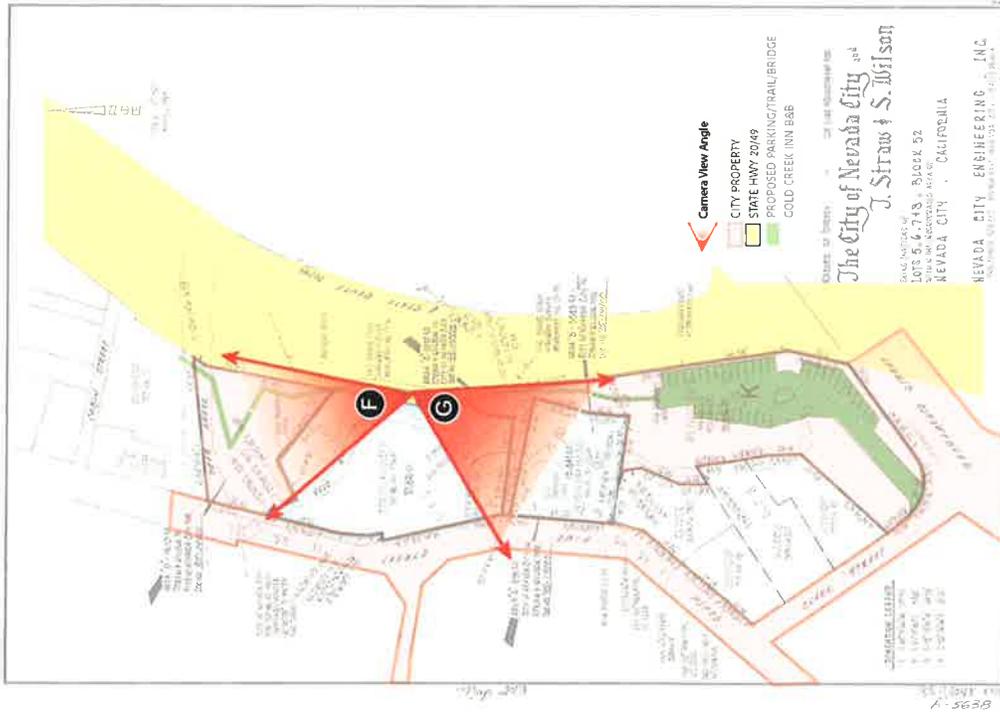


Split Cedar Rail Fence Example 1



Split Cedar Rail Fence Example 2

Map overlay Drawn by Robert Eitel 02/08/2017



View of the Proposed Pedestrian Trail facing the B&B from the trail



View of the Proposed Pedestrian Trail facing proposed Park & Bridge



**Current Hazard Sign**

**Note: Sign has been missing since mid Feb 2017**

March 1, 2017

MEETING SIGN-IN SHEET		
Project: Downtown Parking		Meeting Date: 8:45 - 11:00
Facilitator: Brian McAlister City Eng.		Place/Room: City Council Chambers
Name	Phone	E-Mail
Wm Falconi <sup>Assist</sup> City Eng	265-2496	WJ Falconi@gmail.com
Alfred P. Bull	<sup>cell</sup> (530) 264-6418	www.northernnevadairailway.com
Cathy Whitley	265-2692	Cathy@nevadacitychamber.com
Garret Walther	913-8514	garret_walther@sbcglobal.net
Patricia Spooner	265-2132	precia@sbcglobal.net
Rita Fuenzalida	265-3653	Java John's
Hea Davis	265-0448	Earth Store
Teresa Mann	913-3864	teresa@jj-jacksons.com
Laurie Oberholz	265-5433	laurieoberholz3@hotmail.com
Evans Phelps	265-243	evansphelps@gmail.com
Charles J. Bennett	265-9980	Charles.J.Bennett@coloware.com



**COMMUNITY WORKSHOP**  
**"PARKEASY NEVADA CITY"**  
**City Hall – Nevada City, CA**  
**Comment Card - March 1, 2017**

Name: \_\_\_\_\_ Address: \_\_\_\_\_ (Optional): \_\_\_\_\_

Preferred Parking Options: \_\_\_\_\_ (A, B, C...)

Comments: \_\_\_\_\_

Non-Preferred Parking Options: A-3 (garage) (A, B, C...)

Comments: That good for the neighborhood.

Other Comments: \_\_\_\_\_

## Bryan McAlister

---

**From:** Rebecca Coffman <[rcoffman@rebeccacoffman.com](mailto:rcoffman@rebeccacoffman.com)>  
**Sent:** Wednesday, March 01, 2017 8:30 AM  
**To:** Bryan McAlister  
**Cc:** Bill Falconi  
**Subject:** Parking Workshop Today

Hi BRyan,

I am out of town and was unable to make it back up to Nevada City last night so I am going to miss your Parking Workshop today. I am so bummed. I hope it goes well. I think what you are proposing, including the development of a new remote parking area on the far side of the Deer Creek bridge, are all good ideas.

If I can be of help in reviewing any plans or contributing in anyway in the future, I'd look forward to doing so.

Have a great workshop.

Rebecca

---

REBECCA COFFMAN and Associates  
19215 B-4 Ranch Road, Nevada City, CA 95959  
off: 530.265.3355 cell: 510.599.5815  
[rebeccacoffman.com](http://rebeccacoffman.com)

## Bryan McAlister

---

**From:** Elizabeth Campbell <escampbell801@gmail.com>  
**Sent:** Friday, April 14, 2017 6:26 PM  
**To:** Bryan McAlister  
**Subject:** ParkEasyPlan

Dear Bryan McAlister,

I am opposed to the "ParkEasyPlan" that would increased parking in a very congested traffic area. The main area of concerned is the east side of Broad extending between the South Y to the North Y as shown on A-2 of the schematics.

I believe diagonal parking on that section of Broad Street has a two fold problem. While it is easier to diagonally park than parallel park, it is far more difficult and dangerous to back out of a diagonal parking space on a very busy and congested street where your view of traffic is difficult to ascertain.

Secondly, the headlights of the cars parked diagonally at night will shine bright headlights into the bedrooms of the homes on that section of Broad Street. I am sure of this as I live further up East Broad Street and headlights of cars turing around in front of my home light up my bedroom frequently.

I plan to attend the April 26, 2017 meeting on this matter.

Thank you for your consideration of my area of concern.

Elizabeth S. Campbell  
541 East Broad Street  
Nevada City



David Parker &lt;davidsparkyparker569@gmail.com&gt;

---

**Parking**

1 message

**Mike Badgwell** <mikebadg@gmail.com>

Wed, Apr 12, 2017 at 2:29 PM

To: David Parker &lt;davidsparkyparker569@gmail.com&gt;

David,

I'm now speaking for myself, Lynn, my neighbors immediately North (Liz Ely and Dave) and their neighbors (Karla and Doug), and our cross Cottage neighbors (Lee Good and Stuart Shepse.) We would all be directly and adversely impacted by diagonal parking in front of our houses on Broad Street.

We feel the last thing needed by this dangerous and confusing intersection of Broad-Cottage-Bennett- West Broad Street-East Broad Street is more cars parked in it! We feel that way because we have bird's eyes view and as the tv ad says - "We've seen a thing or two."

The inevitable beaming of headlights into our living rooms and bedrooms at all hours, night and day, would markedly compromise our privacy - just to have "shopping center parking" in a neighborhood zoned for residential!

To state our position, all eight of us oppose the plan calling for diagonal parking in front of our homes. We intend to be at any and all city Council meetings where this or other related issues are discussed.

Speaking for the above mentioned Nevada City citizens,

J. Michael Badgwell MD, FAAP  
Lynn F. Badgwell CPA

Sent from my iPad

## Bryan McAlister

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**From:** Mike Badgwell <mikebadg@gmail.com>  
**Sent:** Tuesday, March 28, 2017 12:16 PM  
**To:** Bryan McAlister  
**Subject:** Re: ParkEasy Plan

Bryan,

Thank you so much. The Plan's name (ParkEasy) implies that the primary goal of the plan is to make parking easier.

I believe the primary goal should be to improve safety, followed by neighborhood aesthetics and what it does in the long run for our economy.

My neighbors and I will be at the meeting to support that position.

J.Michael Badgwell MD, FAAP

Sent from my iPad

On Mar 27, 2017, at 3:20 PM, Bryan McAlister <[Bryan.McAlister@nevadacityca.gov](mailto:Bryan.McAlister@nevadacityca.gov)> wrote:

< div>

Hi Mike,

Here are the schematic plans showing Parking options as presented in workshops. We welcome any comments you may have.

The proposed parking plan and a summary of community feedback will be presented to City Council on April 26<sup>th</sup> at 6:30PM.

Thanks,

Bryan McAlister, PE, PLS  
City Engineer  
City of Nevada City  
(530) 265-2496 x126  
cell (530) 559-1326

<Parking Exhibits for PC.pdf>

## Bryan McAlister

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**From:** Charles Durrett <charles.durrett@cohousingco.com>  
**Sent:** Wednesday, March 29, 2017 1:30 PM  
**To:** Bryan McAlister  
**Subject:** parking

Bryan,

I looked at the parking study. Looks good except the diagonal parking on Broad Street.

- Makes the street look commercial and it's not.
- Backing out is dangerous with Commercial (and Broad Street) on-coming traffic right there.

The city should have me study some of the two or three story options. None of them will fly at all unless the architecture is just right and that's the way it's supposed to be.

Thanks,

Chuck

Charles R. Durrett  
Principal Architect

McCamant & Durrett Architects  
The Cohousing Company  
241-B Commercial Street  
Nevada City, CA 95959  
530-265-9980 office  
916-716-6721 cell phone  
[www.cohousingco.com](http://www.cohousingco.com)

## Bryan McAlister

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**From:** Ana Acton <Ana@freed.org>  
**Sent:** Friday, February 24, 2017 3:43 PM  
**To:** Bryan McAlister  
**Cc:** Kristin Ansell; Jennifer Snyder  
**Subject:** RE: Nevada City ParkEasy Plan

Thank you for the meeting today!

I believe you captured our discussion and here are a couple of additions:

- The City has sloping historic streets and many constraints but the 'built environment' can be improved for accessibility
- All new construction or reconstruction of sidewalk, plaza (boardwalk) or new parking should include ADA improvements – i.e. ramps, landings, unloading and designated parking, **business entrances, etc**
- The proposed Added Parking should have the appropriate # of ADA stalls with unloading, based on code
- New ADA stalls will be placed at flatter sections of the streets near ramps (you helped identify some suitable locations today)
- If the slope of the street or some other constraint is preventing full ADA compliance, then the on-street stall could be painted green (20min) which can also be used for ADA parking (**this should not be in place of the required # of ADA parking spots but in addition to**)
- FREED is available to help with suggestions for prioritizing sidewalk improvements or ramp locations for reconstruction
- For building reconstruction, renovation or new construction – the County Building Official provides plan check and inspection for building code compliance.
- Prior to adding electric vehicle charging stations, the City will review current requirements for equivalent ADA access

Have a great weekend!

Ana

**From:** Bryan McAlister [mailto:Bryan.McAlister@nevadacityca.gov]  
**Sent:** Friday, February 24, 2017 3:32 PM  
**To:** Ana Acton <Ana@freed.org>  
**Subject:** Nevada City ParkEasy Plan

Hi Ana,

Thanks for meeting with you today. I look forward to working with you on improvements. Attached are the latest parking exhibits. I'd like to incorporate your comments into the public input from parking workshops. Here are my notes. Feel free to add or revise.

**City of Nevada City  
Measure "S" Oversight Committee  
Special Meeting**

**Minutes for February 9, 2017**

**Hearing from public: No Comments**

**Roll Call:**

**Present: Rod Brown, Patti Foster, Mike Barber, Conley Weaver, Niel Locke**

**Absent: none**

**Staff: Bill Falconi, Bryan McAlister**

**Report:**

**Bill gave the Committee a copy of the Ordinance 2006-02 . Section 18 states: "All of the funds generated from this revenue source shall be restricted to use exclusively for the repair, replacement, construction or re-construction of the City's streets, including sidewalks, pathways and street drainage and for no other purpose." He also gave the Committee a copy of the Pavement Improvement Plan which is a "living document" that can be modified as necessary to provide the desired results for Ordinance 2006-02.**

**Conley Weaver proposed that any work for the Parkeasy Project which would use Measure "S" funds be brought to the Committee for review and recommendation before these funds are expended. This proposal was voted upon by the Committee and approved.**

**Unless further meetings are deemed necessary by the Committee, the next scheduled meeting will be May 18, 2017.**

## Bryan McAlister

---

**From:** Rod Brown <rodney\_e\_brown@yahoo.com>  
**Sent:** Sunday, February 12, 2017 11:16 AM  
**To:** Bryan McAlister; Bryan McAlister  
**Subject:** Parking book

Hi Bryan,

Here is the book I was talking about. There are many parking-related topics in it, but Chapter 14 is most relevant to Nevada City. It discusses pricing parking to keep spaces open and benefits to local merchants. There are also a number of anecdotes that directly relate to Nevada City's situation.

Of course, I realize that policy decisions are ultimately up to the council.

<https://www.amazon.com/High-Cost-Free-Parking-Updated/dp/193236496X>

Thanks for sharing the info with the Measure S committee last week.

Thanks,  
Rod



COMMUNITY WORKSHOP  
"PARKEASY NEVADA CITY"  
City Hall – Nevada City, CA

February 1, 2017

Planning Commission 2-16-17

AGENDA

1. Introductions
2. Presentation
3. Q&A
4. Break Into 3 Groups to review maps and make comments
5. Review Comments together – open discussion
6. Dots / Comment Cards
7. Next Steps

No Public Comments

Planning Commission Comments

Pine Street Century Safety

Time zoning (after 6 yellow)

Spring Street Loading X - remove

Courthouse Parking lot goal w/ Stephen

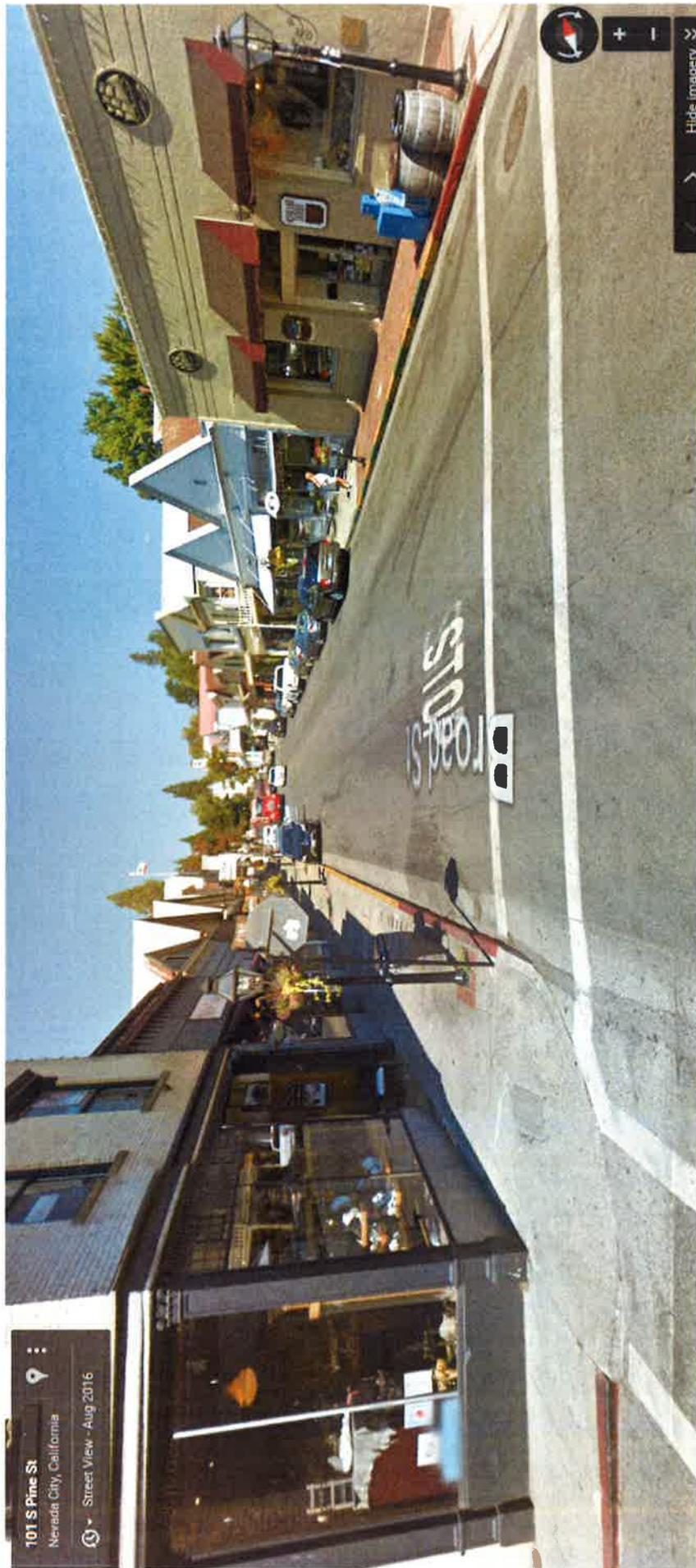
Coyle Speeds - Flashing Lights

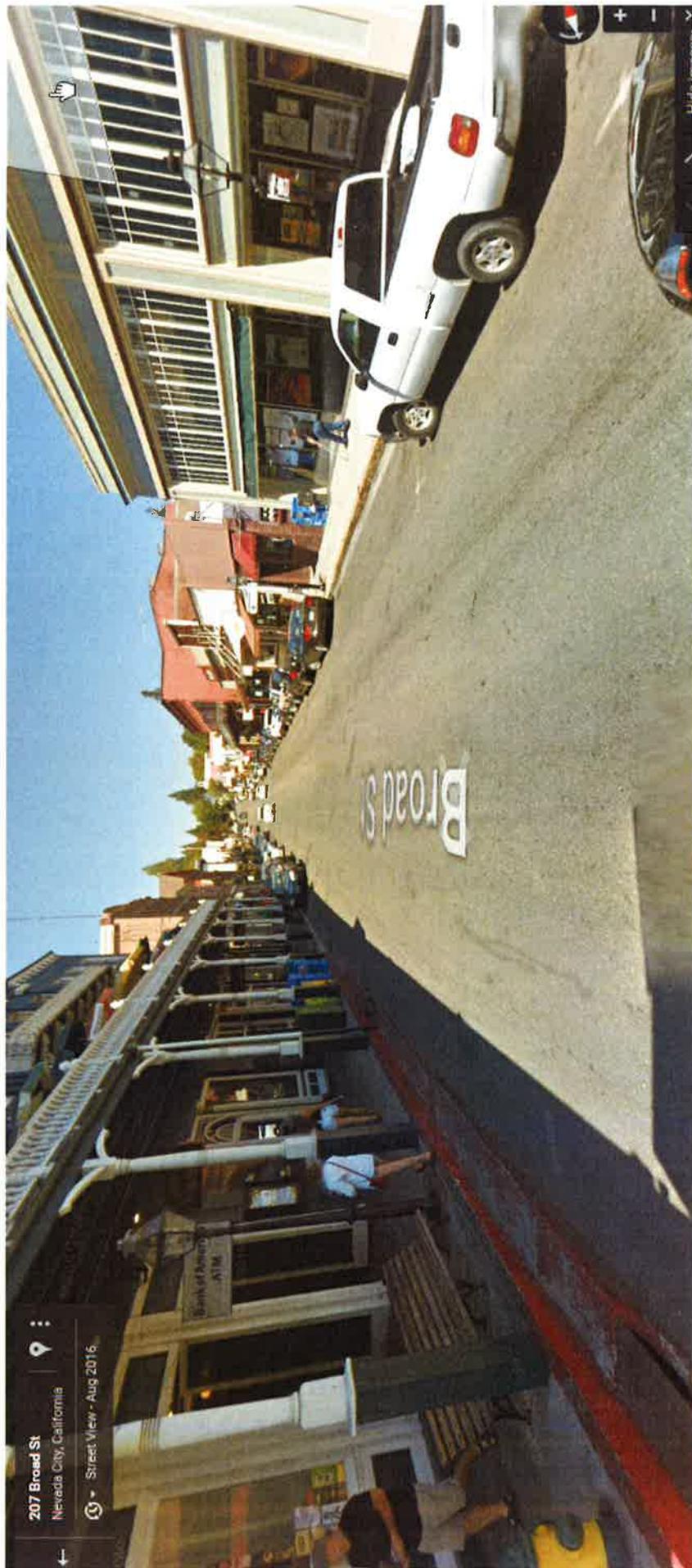
Bike Lane - Stop

High Street - Signs

get more - Meter Money



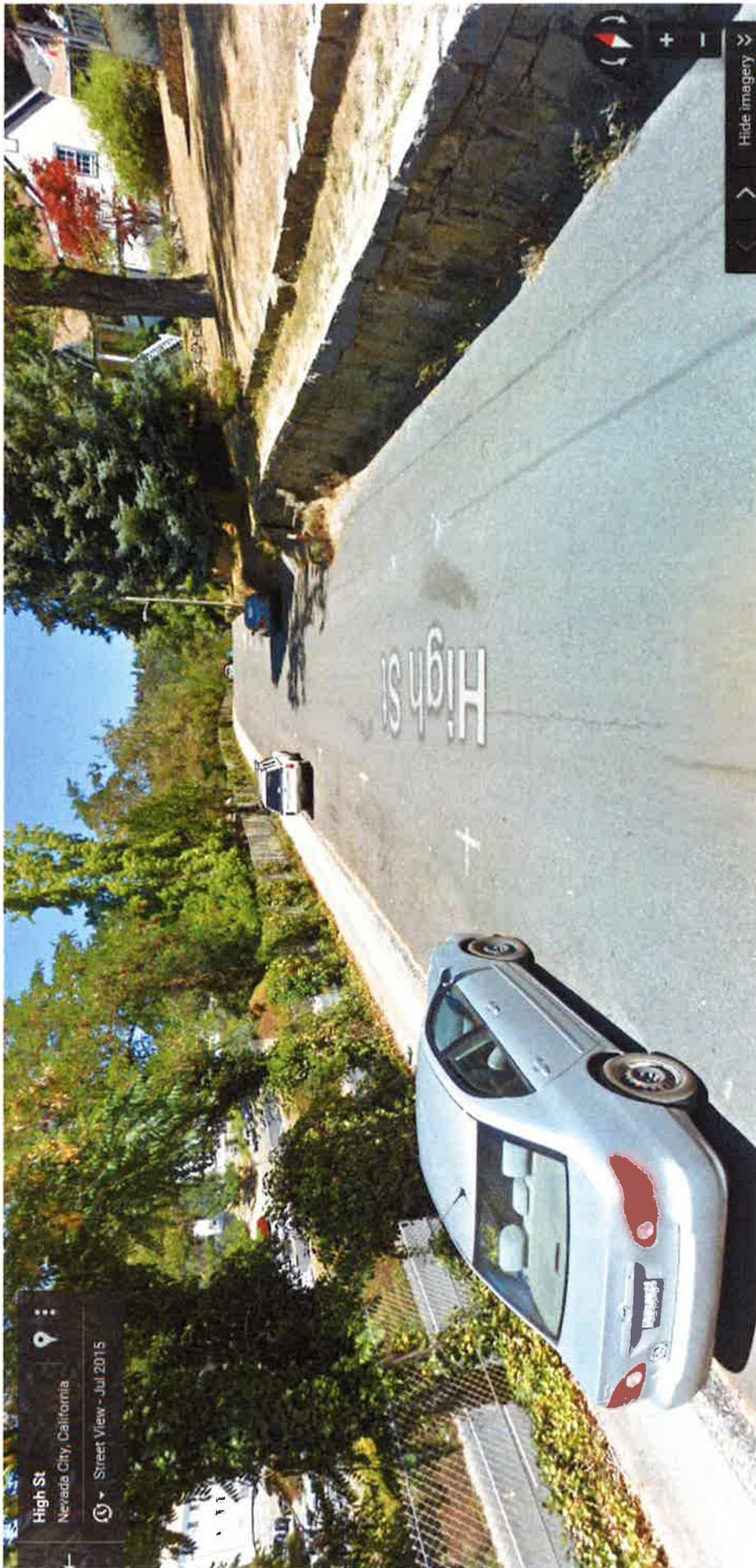


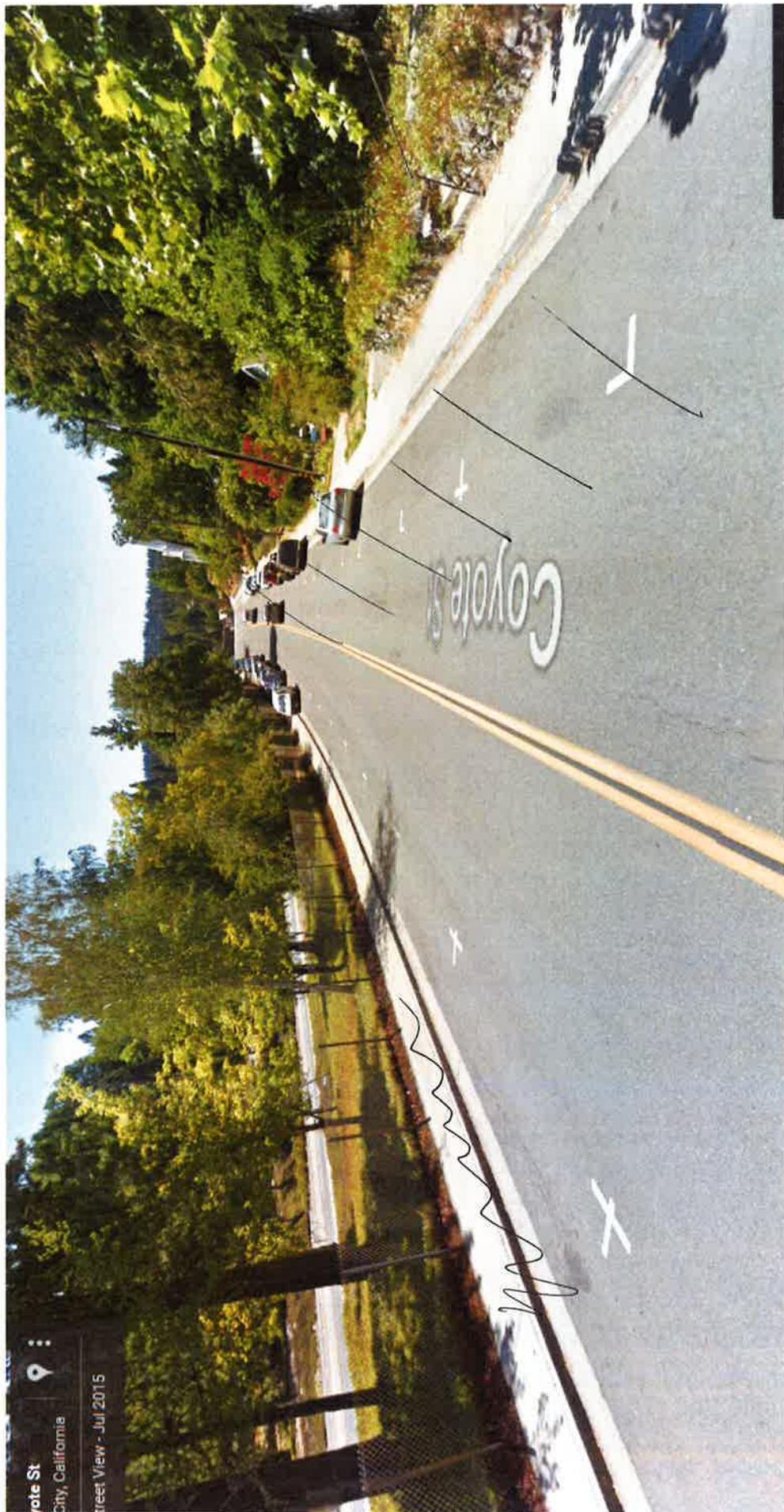


207 Broad St

Nevada City, California

Street View - Aug 2016





Lee Good  
450 Broad Street  
Nevada City California 95959

March 30, 2017

Mark Prestwich  
City Manager  
City of Nevada City  
317 Broad Street  
Nevada City California 95959

Dear Mark:

I read with disbelief that Nevada City proposes converting parallel parking in single-family residential zoning to angled parking.

Angled parking doesn't belong in a single-family residential zone.

Nevada City's genteel historical setting would be lost to parking-lot frenzy found in any strip mall, or shopping center, in any town, anywhere. The City would lose at least some of the visitors this plan seeks to provide parking for.

If the buildings themselves are limited to residential use, the streets they front should reflect residential use. Low density housing and high density parking shouldn't coexist.

By adding angled parking in a residential zone, the City would devalue properties fronting these parking spaces, condemning them to a world that is neither residential nor commercial, removing them from a residential environment at the same time that they are unsuited to commercial use. Because of their original – historical - design, these single-family homes are not suitable for commercial use. Even those properties that could be sensibly converted to legal commercial standards are ineligible for commercial use because of zoning restrictions. If they were converted, their new use would further exacerbate the parking problems this proposal is designed to alleviate.

Angled parking directs car lights into the living rooms and bedrooms of homes facing Broad Street, twenty-four hours each day. Most who live close to town already know when the bars are closing because of patrons chatting as they walk to their cars. Directing bright lights into the homes further compromises privacy expected in a residential zone.

Nevada City rightfully prides itself on its historical appeal, an appeal grown naturally from our roots – not constructed after-the-fact. Originally there were no cars. Cars need accommodation, but cramming charming wide streets with congestion equal to that found in parking lots is giving the City over to today's automobiles instead of nurturing the acclaimed appeal Nevada City enjoys as a living link to California history.

Creating angled parking by at the Broad Street Y effectively robs the City of a grand entry into our historic core, replacing it with a parking-lot atmosphere. Instead of an historically attractive approach, visitors would enter a bottleneck of cars coming and going. Additionally, this proposed change in parking is likely to increase rather than lessen traffic challenges resulting from the amazing number of cars prone to U-turns at this intersection.

Loss of vintage character isn't worth the trade-off for a few parking spaces. The loss of historical accuracy is an affront to existing ordinances preserving our history, as well as to all citizens who strive to maintain the unique character of Nevada City.

One of the goals of sound zoning is making and keeping clear boundaries between zones. Cities that allow commercial to bleed into residential tend to lose all residential presence in their downtown areas, losing some of the heart of their downtown. We've all seen downtown areas become dangerous after dark because there's no vested interest in maintaining civility where no one lives.

This proposal is a violation of good planning, detracts from the essential image of town, and robs Nevada City of its claim to being a unique historical town.

Adding noise, lights, and congestion while pulling down property values for homes in single family residential areas is wrong.

Respectfully,

A handwritten signature in cursive script that reads "Lee Good".

Lee Good



# Nevada City Chamber of Commerce

**NEVADA CITY**  
“National Register  
of Historic Places”

Designated September 23, 1985

March 8, 2017

City Council Members  
City of Nevada City  
317 Broad Street  
Nevada City, CA 95959

Re: *Park Easy Nevada City – Parking Expansion*

Dear City Council Members:

On behalf of the Nevada City Chamber of Commerce, we wholeheartedly endorse the “Park Easy” proposal that is being considered for Nevada City. We realize the city staff has spent a lot of time to create this plan and it has been well thought out.

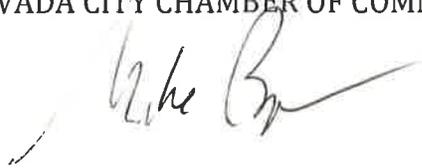
There is a perception that parking is difficult in Nevada City. The thinking is that finding a parking space is a problem during the day, night and weekends. Adding these new parking spots should greatly diminish that conception.

We are thrilled with the potential of adding 200 plus parking spaces to our town. Along with the new parking spaces, it is our understanding there will be 20 new bicycle parking spots and four new electric vehicle-charging stations. These additions will entice more visitors and add to Nevada City’s draw as a destination spot. Nevada City businesses will directly benefit when more parking is available.

Thank you for creating this extensive parking plan; we believe it is in the best interest of the City to bring these ideas to fruition.

Sincerely,

NEVADA CITY CHAMBER OF COMMERCE

  
Mike Byrne, President

P - Shuttle from County Lot

# OVERALL EXHIBIT

## PROPOSED PARKING ( Upon Completion )

SHORT TERM (2017-2018)	
B	5
C	7
F	4
H	14
J	4
M	15
N	7
<b>SUBTOTAL</b>	<b>56</b>

NEAR TERM (2019-2020)	
A	23
D	12
G	15
L	8
K	40
<b>SUBTOTAL</b>	<b>98</b>
<b>TOTAL</b>	<b>154</b>

OPTIONS NOT INCLUDED	
E	-
I	-

ADDED PARKING		
PARKING AREA	# STALLS PROPOSED	
A	23	*M
B	5	*M
C	7	*M
D	12	
E	-	**
F	4	*M
G	15	
H	14	
I	-	**
J	4	
K	40	
L	8	
M	15	
N	7	
<b>TOTAL</b>	<b>154</b>	

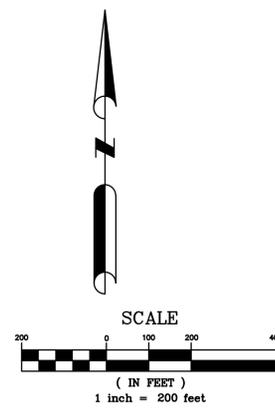
\*M POSSIBLE NEW METERS  
 \*\* NIC WITH THIS PLAN

SHUTTLE OPTION	
COUNTY LOT	200+ STALLS

ALTERNATIVES	
BICYCLE PARKING	20 
ELECTRIC VEHICLE CHARGING	4 



⑮ M - Zion (not shown)  
 ⑦ N - Searls (not shown)

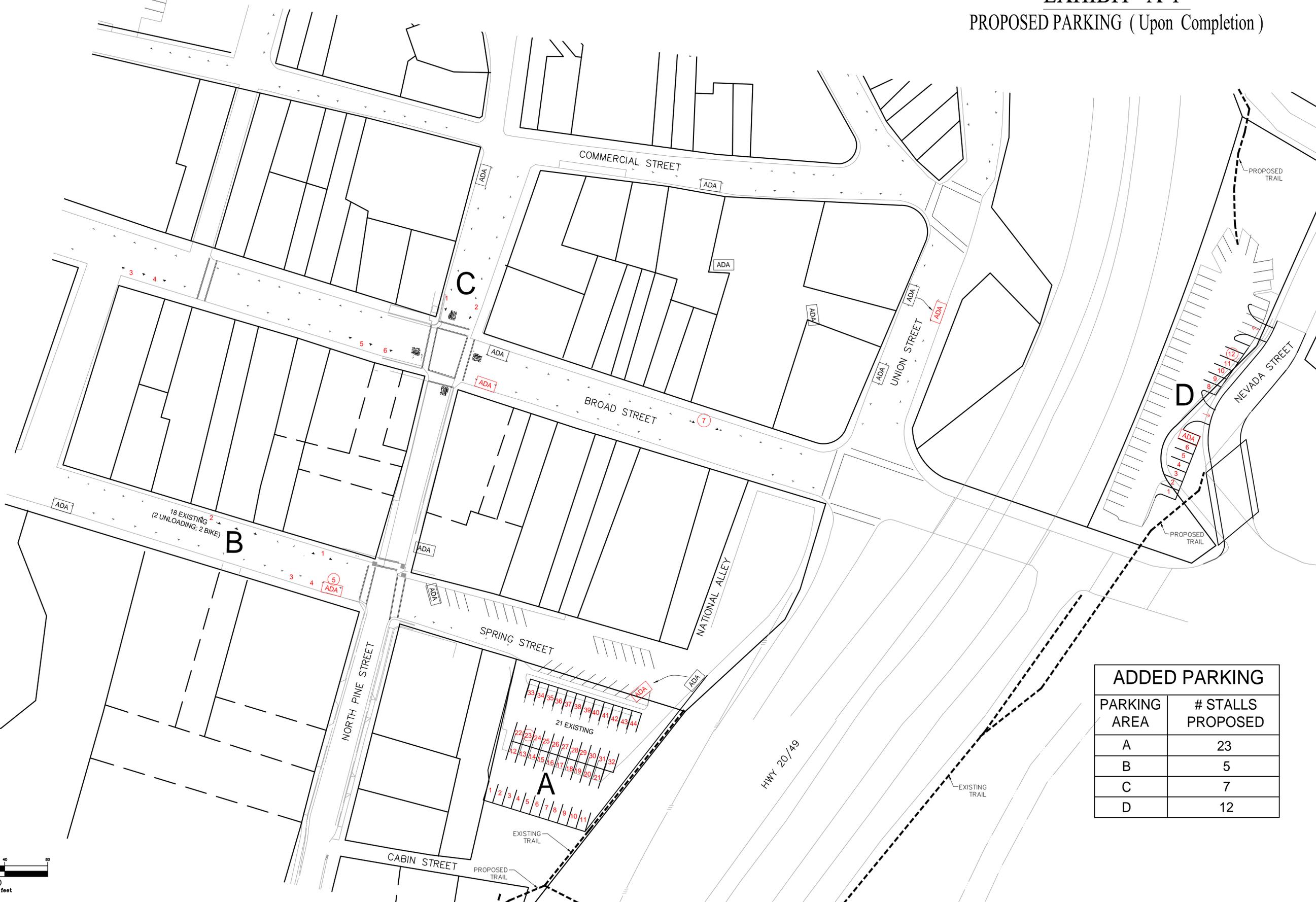


CITY OF NEVADA CITY  
 317 BROAD STREET  
 NEVADA CITY, CALIFORNIA 95959  
 (530) 265-2496

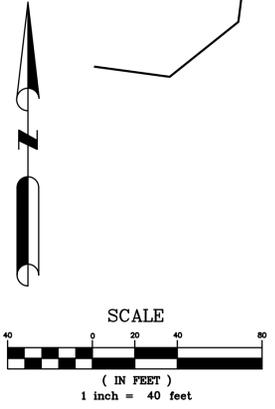
# EXHIBIT "A-1"

## PROPOSED PARKING (Upon Completion)

SHEET A-2

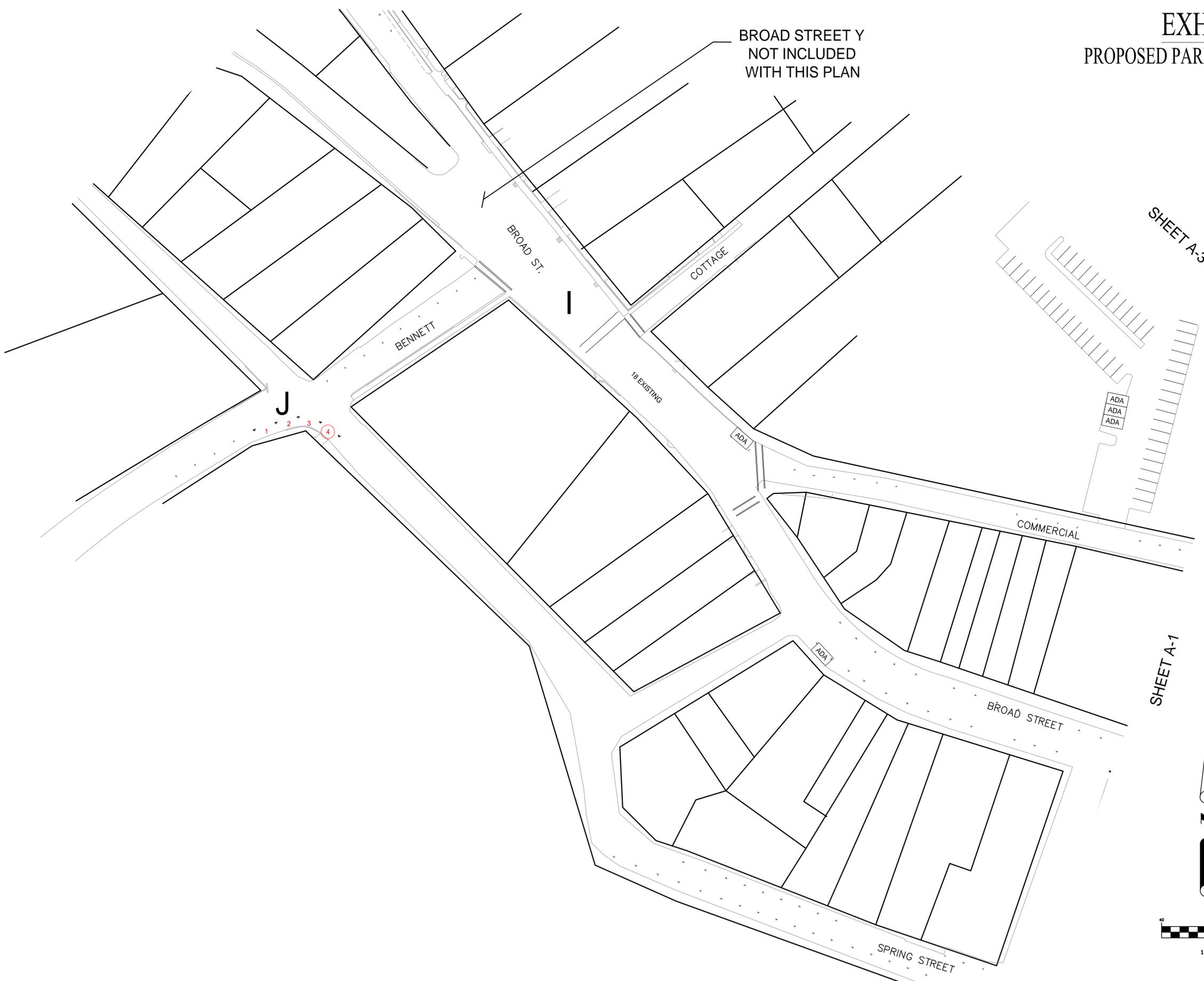


ADDED PARKING	
PARKING AREA	# STALLS PROPOSED
A	23
B	5
C	7
D	12



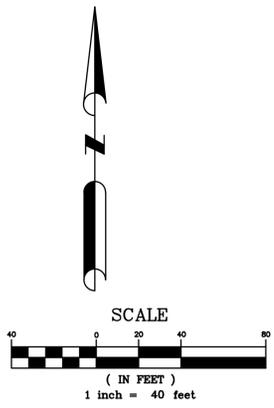
**EXHIBIT "A-2"**  
**PROPOSED PARKING ( Upon Completion )**

BROAD STREET Y  
 NOT INCLUDED  
 WITH THIS PLAN



ADDED PARKING	
PARKING AREA	# STALLS PROPOSED
I	**
J	4

\*\* NIC WITH THIS PLAN



# EXHIBIT "A-3"

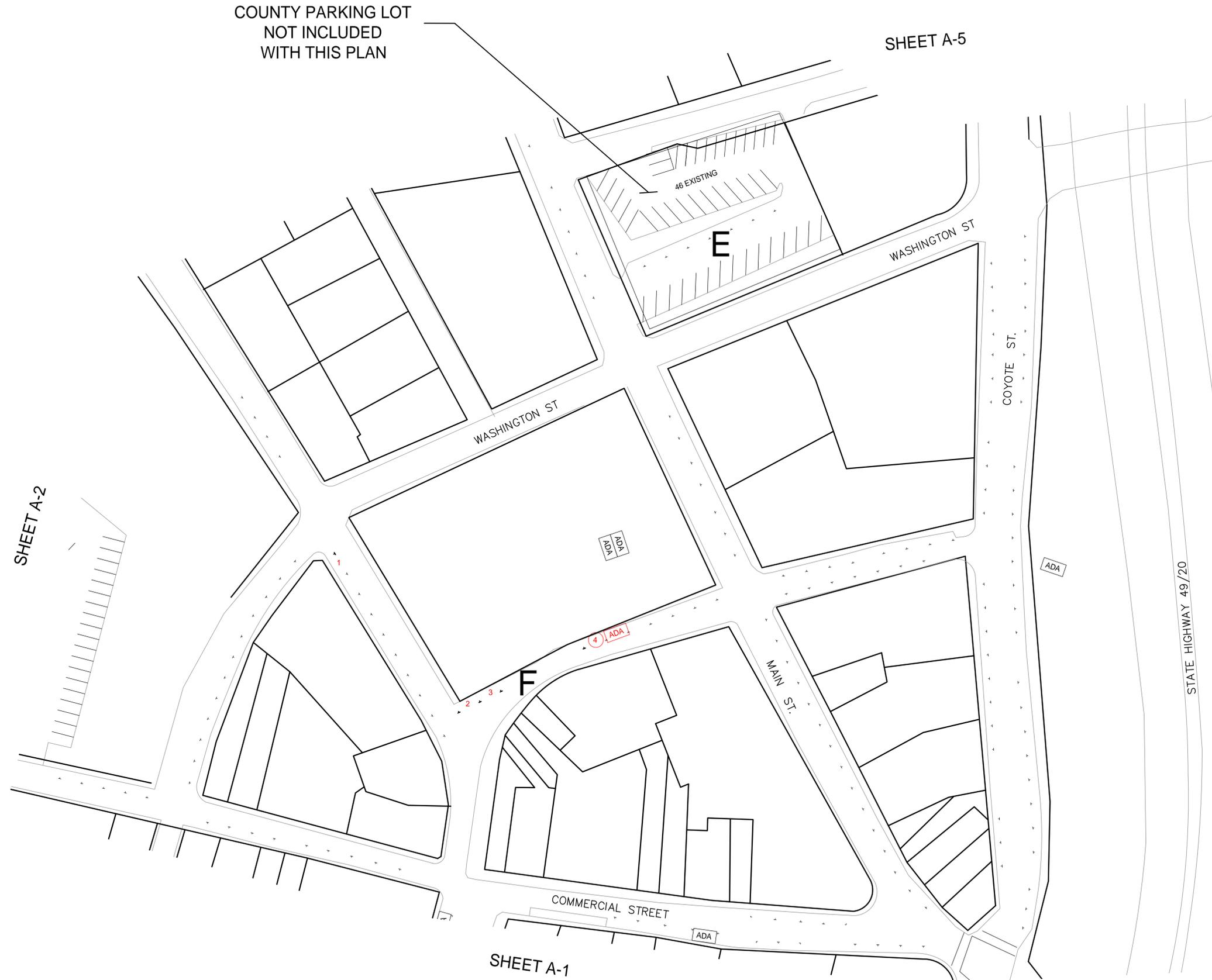
## PROPOSED PARKING ( Upon Completion )

COUNTY PARKING LOT  
NOT INCLUDED  
WITH THIS PLAN

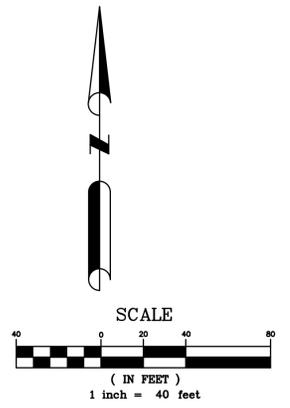
SHEET A-5

ADDED PARKING	
PARKING AREA	# STALLS PROPOSED
E	**
F	4

\*\* NIC WITH THIS PLAN

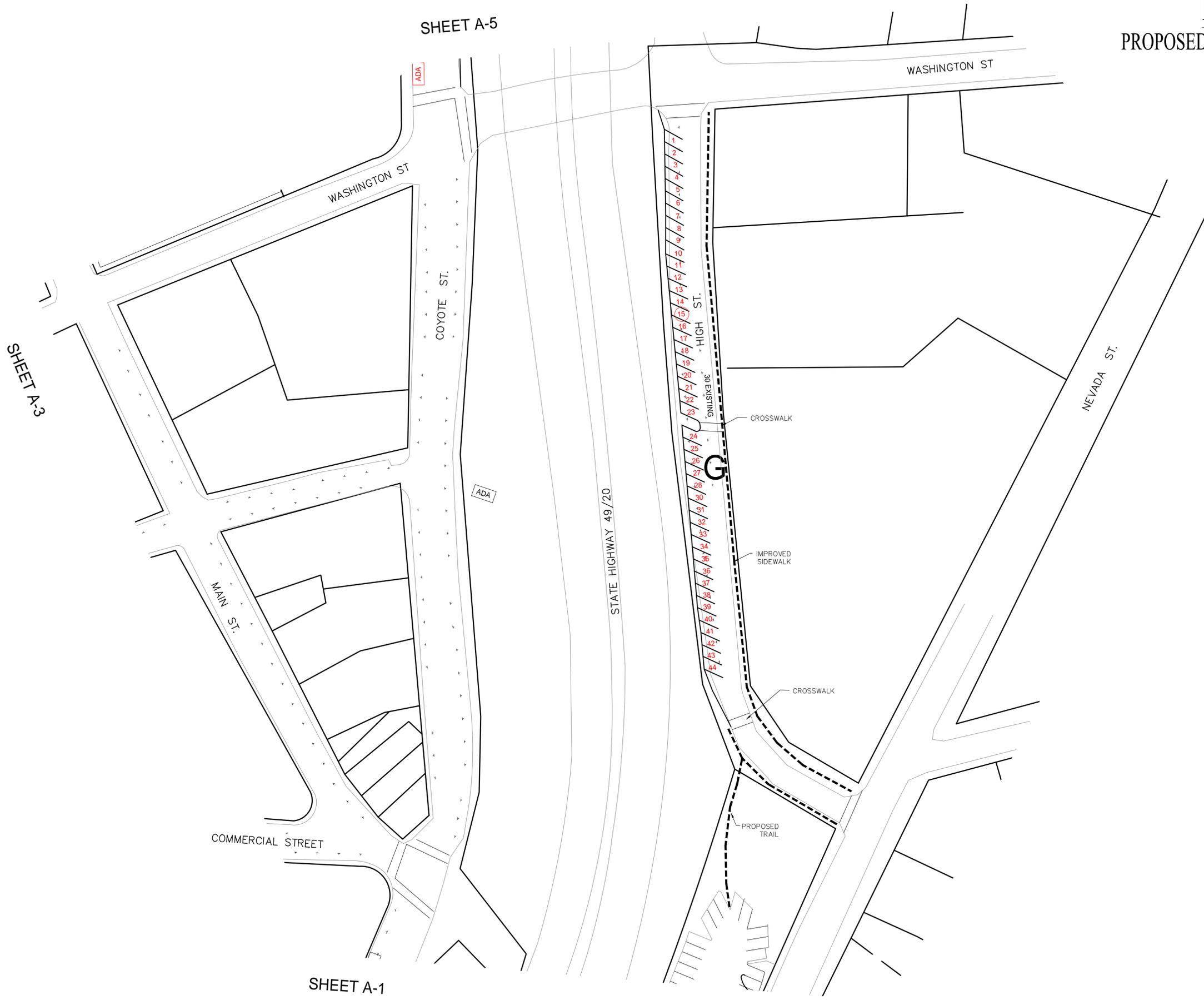


SHEET A-4

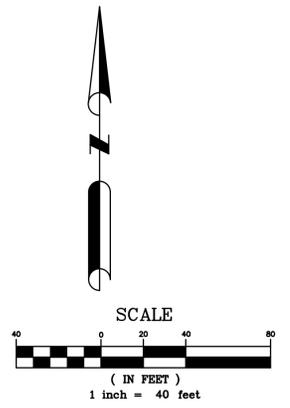


# EXHIBIT "A-4"

PROPOSED PARKING (Upon Completion)



ADDED PARKING	
PARKING AREA	# STALLS PROPOSED
G	15



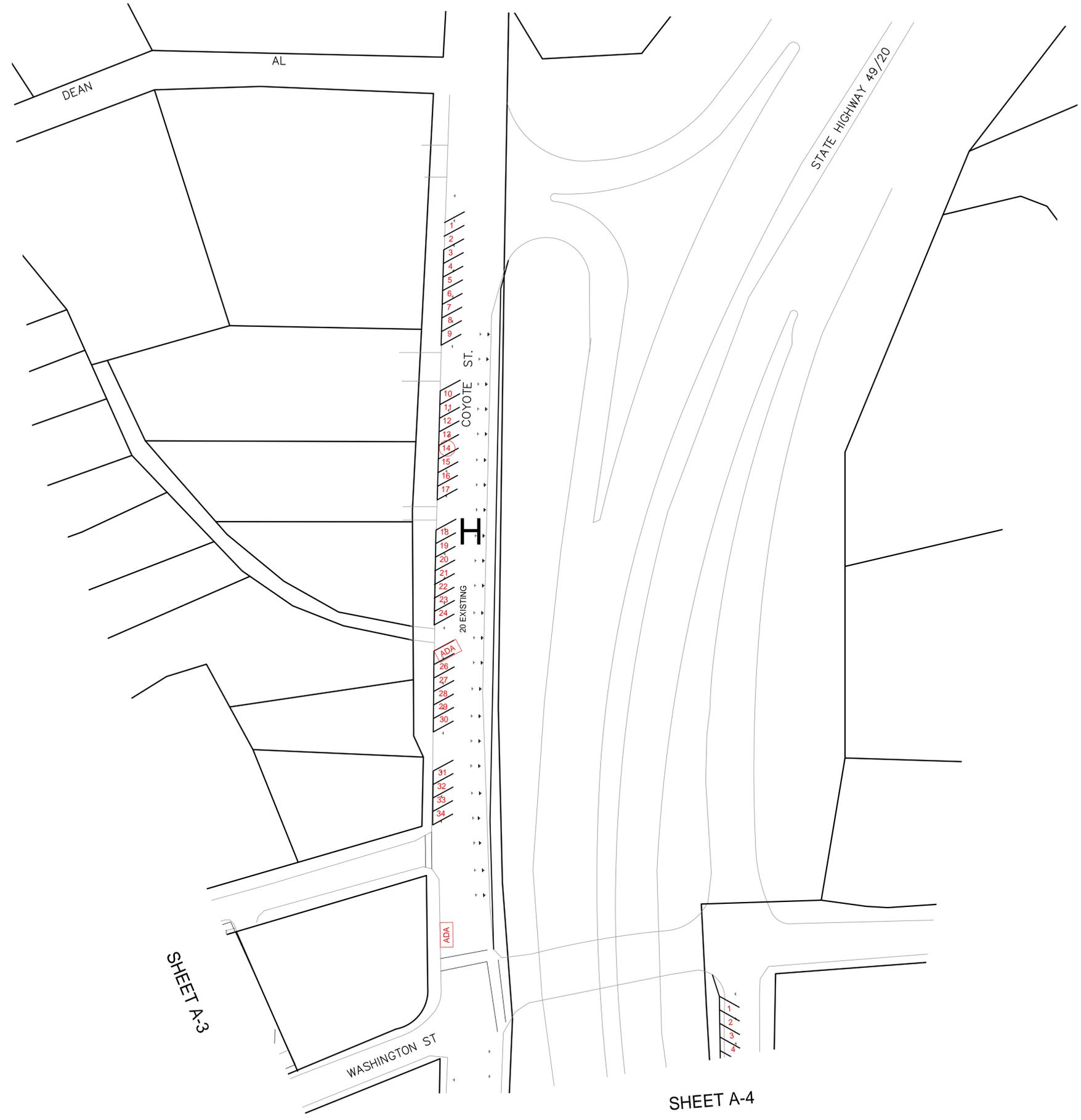
SHEET A-5

SHEET A-3

SHEET A-1

# EXHIBIT "A-5"

PROPOSED PARKING (Upon Completion)



ADDED PARKING	
PARKING AREA	# STALLS PROPOSED
H	14

SHEET A-3

SHEET A-4

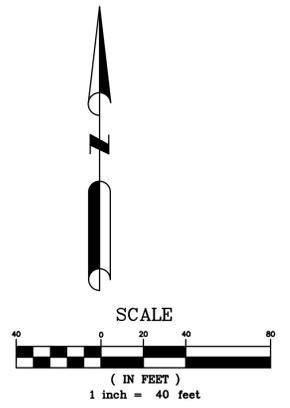
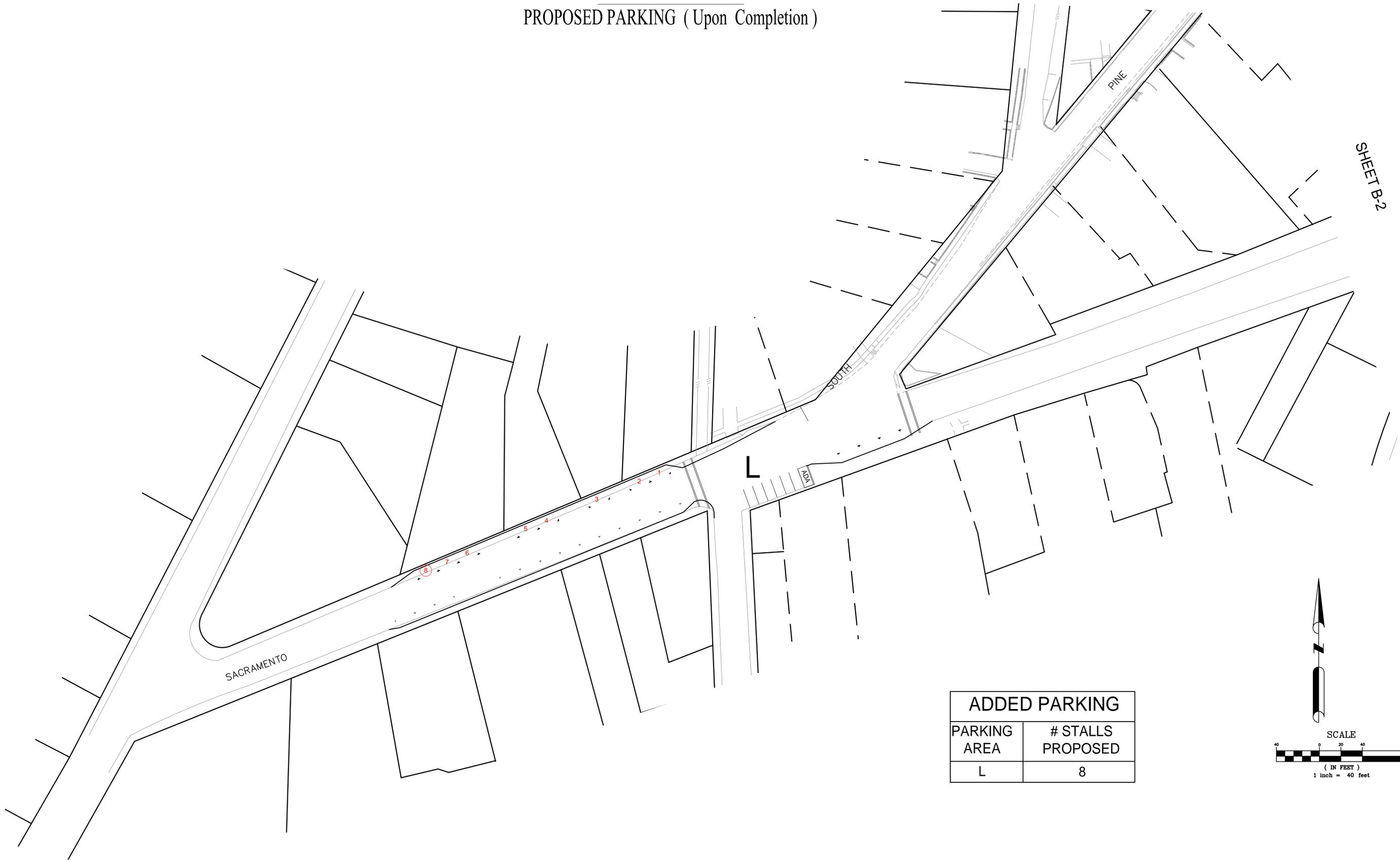
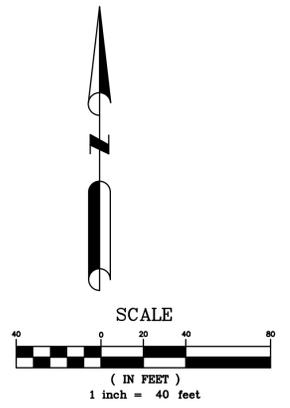


EXHIBIT "B-1"  
PROPOSED PARKING (Upon Completion)

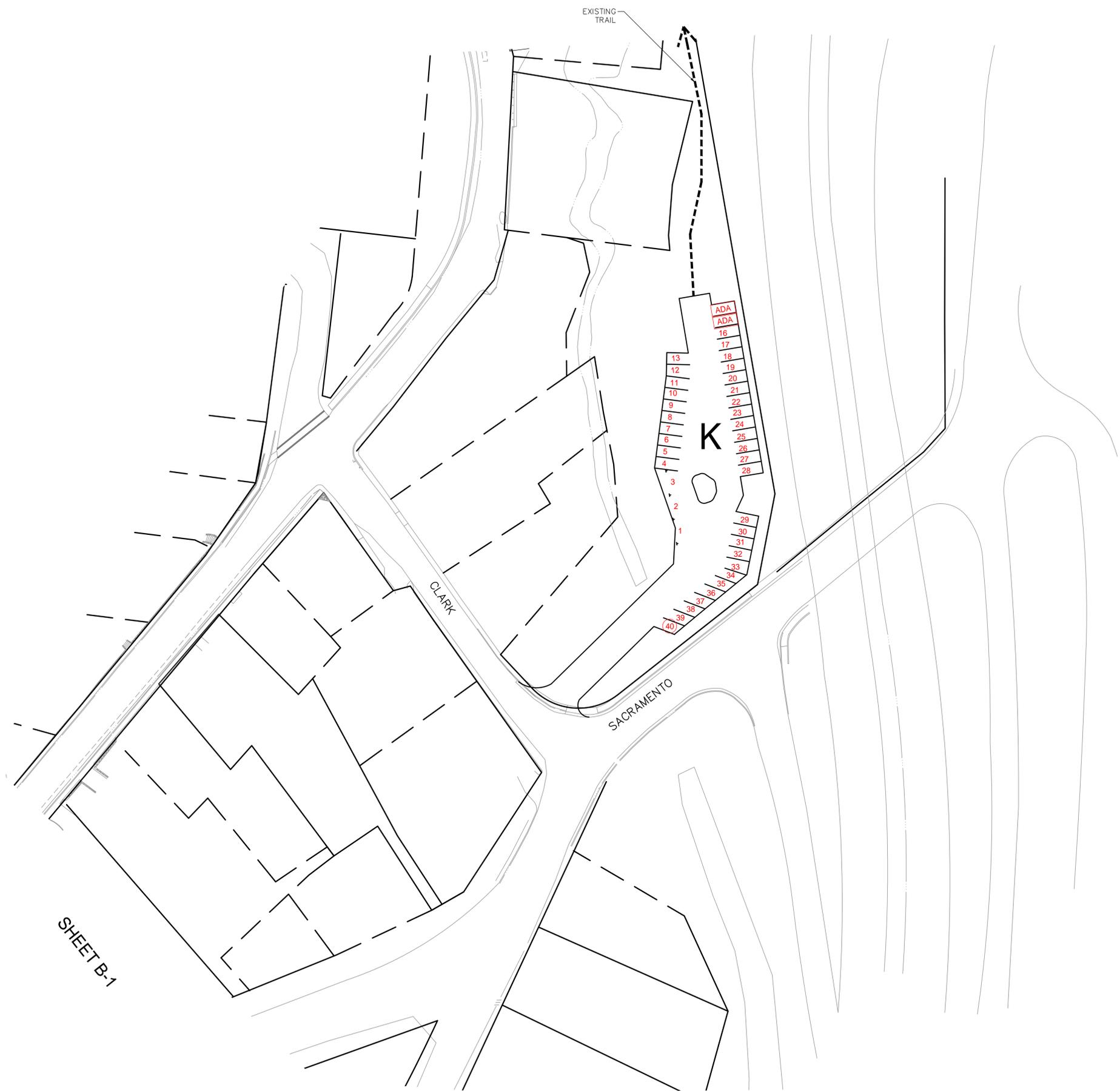


SHEET B-2

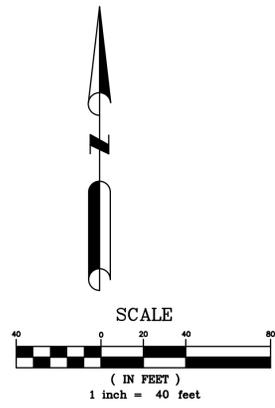
ADDED PARKING	
PARKING AREA	# STALLS PROPOSED
L	8



**EXHIBIT "B-2"**  
**PROPOSED PARKING ( Upon Completion )**



ADDED PARKING	
PARKING AREA	# STALLS PROPOSED
K	40



SHEET B-1

# EXHIBIT "B-3"

PROPOSED PARKING (Upon Completion)

ADDED PARKING	
PARKING AREA	# STALLS PROPOSED
M	15
N	7

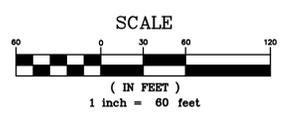
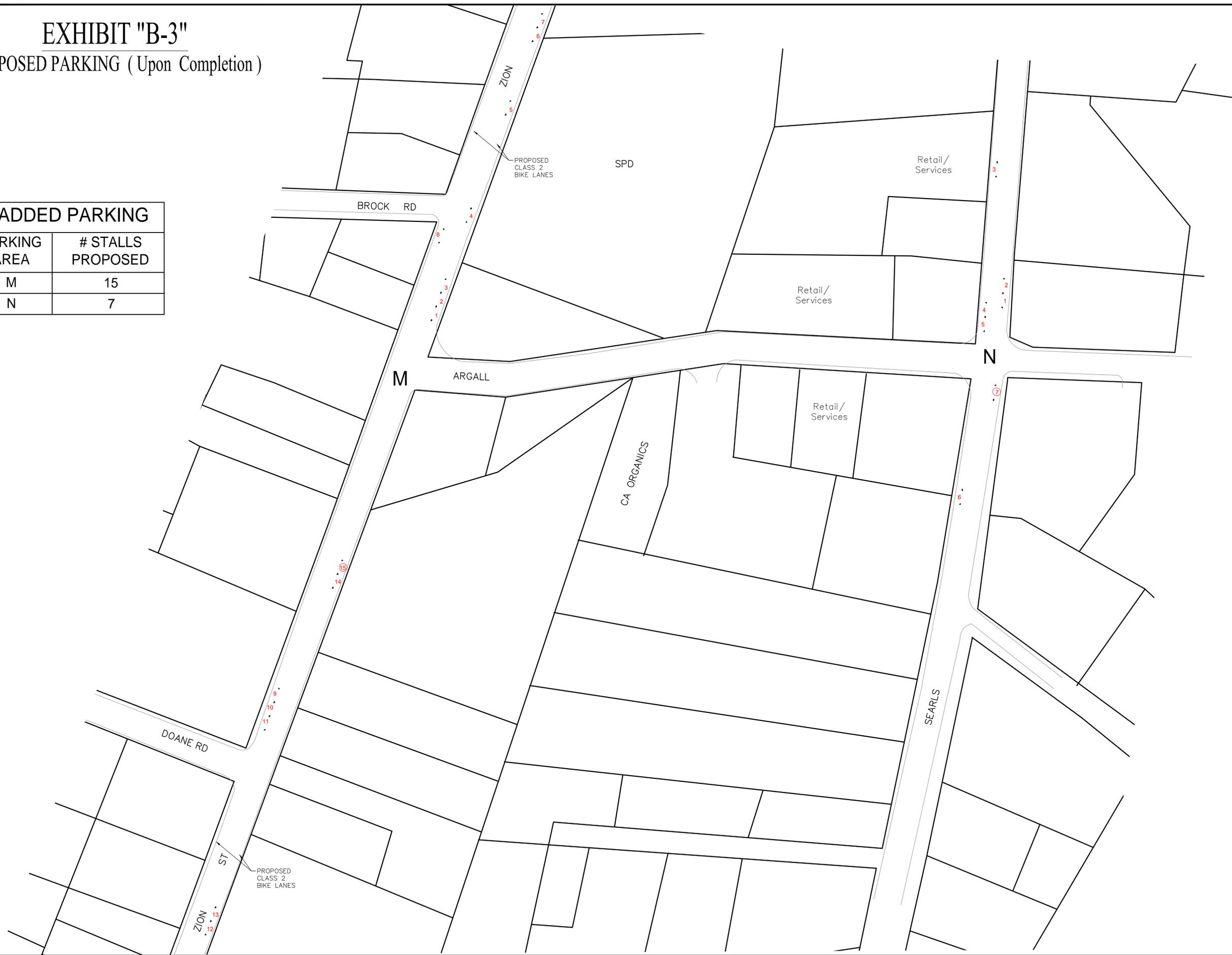


Table 1.0

<b>“ParkEasy Nevada City” Parking Expansion Strategy</b>								
<b>PROPOSED PARKING IMPROVEMENTS - SUMMARY</b>								
<b>Parking Area</b>	<b>Brief Description</b>	<b># new stalls proposed</b>	<b>Added ADA</b>	<b>Bicycle Parking</b>	<b>Elec Charging</b>	<b>Added Meters</b>	<b>Magnitude of Cost</b>	<b>Potential Funding Sources</b>
A	Spring Street - City Lot Expansion with Retaining Wall	23	✓	✓		Option	\$360,000	Parking Fees, Meas S (repave existing)
B	Spring - restriping - improve ADA	5	✓			✓	\$7,000	Parking Fees, General Fund Streets
C	Broad - remove portions of red and yellow zones	7				✓	\$7,000	Parking Fees, General Fund Streets
D	Nevada Parking Lot reconfigured after bridge rebuild	12	✓	✓	✓		\$50,000	Federal Bridge program, Meas S (repave ex)
E	Courthouse Parking Lot *						*	
F	Church and N Pine - less unloading, add more stalls	4				✓	\$2,000	General Fund Streets
G	High St - diagonal parking one side, parallel on other	15					\$120,000	Parking Fees, Meas S (street maint only)
H	Coyote St - diagonal parking one side, parallel on other	14	✓				\$60,000	Parking Fees, Meas S (street maint only)
I	Broad Street *						*	
J	Bennett - striping at Spring and Bennett	4					\$1,000	General Fund Streets
K	Clark and Sacramento - new parking lot with trail to DT	40	✓				\$200,000	CMAQ, State Resource Agency (Trails)
L	Sacramento to Zion - safety and striping	8					\$15,000	General Fund, Meas S (repave existing)
M	Zion - remove red zones and add parallel	15					\$4,000	General Fund Streets
N	Searls - add curb, remove red zones and add parallel	7					\$18,000	General Fund, Meas S (street maint only)
O	Commercial Street Parking lot	-	✓	✓	✓		\$30,000	Grant for Elec Vehicle Charging
P	Shuttle from County Rood Center	-	✓		✓		\$10,000	Ridership Fee, Pilot Project funding