



**CITY OF GRASS VALLEY  
ENGINEERING DIVISION**

JULY 10, 2020

**ADDENDUM NO. 2**

FOR

**MEMORIAL PARK POOL BUILDING IMPROVEMENTS PROJECT  
PROJECT NO. 19-05**

**BID OPENING – TUESDAY, JULY 14, 2020, AT 3:30PM**

**ALL ADDENDA MUST BE SIGNED AND RETURNED  
WITH THE BIDDER'S PROPOSAL IN ORDER FOR THE  
BID TO BE CONSIDERED RESPONSIVE.**

# ADDENDUM NO. 2

**PROJECT: MEMORIAL PARK POOL BUILDING IMPROVEMENTS PROJECT  
PROJECT NO. 19-05**

**BID OPENING: TUESDAY, JULY 14, 2020, AT 3:30PM**

---

## **REVISIONS TO NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS:**

1. Section 10-1.28.1 BUILDING DEMOLITION: The following statement shall be added to this section:

"Stem walls, including rebar, shall be removed to a depth of 12 inches below the finished floor elevation of the new buildings.

2. Section 10-1.30 EARTHWORK: The following statements shall be added to this section:

Work also included in this bid item shall involve filling the area between the stem wall, women's locker room, PCC flatwork, and Caltrans Type 6A retaining wall with Class 2 aggregate base and clean native soil material from the site, as available. The final 12" depth of material placed shall consist solely of Class 2 aggregate base.

3. Section 10-1.35 UTILITY PIPE AND CONDUIT: The following statements shall be added to this section:

The City shall supply the Contractor with the water meter at no cost to the Contractor. It shall be the Contractor's responsibility to coordinate with the Public Works Department to obtain the water meter.

The cost for the perforated grate to be installed on the new 6" HDPE drainage pipe shall be considered included in the linear foot cost for this bid item.

4. Section 10-1.36 AREA DRAIN: The following paragraph shall be deleted:

This work includes constructing and installing a new drainage inlet, complete in place with inlet grate as shown on the plans, and shall conform to the provisions of the Standard Specifications and these Special Provisions.

and replaced with the following:

This work includes constructing and installing a new area drain, complete in place with inlet grate as shown on the plans, and shall conform to the provisions of the Standard Specifications and these Special Provisions.

Work under this bid item shall also include retrofitting the existing drainage vault to accept a slotted grate at the revised elevation shown on the plans, and all modifications as necessary to allow the installation of the new 18" HDPE pipe.

5. Section 10-1.36 AREA DRAIN: The following paragraph shall be added:

Full compensation for furnishing all labor, materials, including pipe, tools, equipment, and incidentals, and for doing all the work involved in the retrofit of the existing drainage vault, including, but not limited to excavation, demolition, sawcutting, disposal, backfill, compaction, forming, reinforcement, construction, finishing and installation of frames, grates and collars as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the

contract lump sum price paid for "Retrofit Existing Drainage Vault" and no additional compensation will be allowed.

6. Section 10-1.39 WATER MAIN TAP AND SADDLE: shall be deleted in its entirety and replaced with the following:

#### 10-1.39 WATER MAIN TEE INSTALLATION

This work shall consist of installing a tee on the water main line for the new water service line, as shown on the plans and as directed by the Engineer.

The Contractor's attention is directed to "Water Supply System" of the City Improvement Standards for required water line installation procedures, including flushing, disinfection and testing.

The new tee shall be installed using the appropriate Megalug mechanical restraints, or approved equal.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the installation of a tee on the water main line, including, but not limited to, excavating, coordinating a shutdown, installation, bedding, backfill, flushing, disinfecting and testing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, shall be included in the contract unit price paid for each "Water Main Tee Installation" and no additional compensation will be allowed.

7. Section 10-1.61 PREPARATION WORK FOR NEW BUILDINGS shall be added:

#### 10-1.61 PREPARATION WORK FOR NEW BUILDINGS

This work shall consist of all coordination with the City and the Public Restroom Company as necessary to install the new prefabricated buildings. Work shall also consist of installing the PCC footings for the columns, installing the Class 2 aggregate base subgrade, providing the coarse sand, staking of the front building corners, and completing all related utility work.

The contractor shall accurately locate and install the PCC footings for the entry and portico columns at the locations indicated on the plans. The Public Restroom Company shall install all necessary hardware as required to connect the columns. The installation of the footings, and the timing of the installation of the footings and the stamped PCC flatwork shall be coordinated with the Public Restroom Company.

The Contractor shall install 6" of Class 2 aggregate base underneath the building slabs, and extending 2' beyond the outside perimeter of the buildings, to the elevation shown on the plans. Installation and compaction shall be performed in accordance with the provisions in "Aggregate Base," of these Special Provisions.

The Contractor shall provide a stockpile of 20 cubic yards of coarse sand for use by the Public Restroom Company. The timing and placement of this stockpile of sand shall be coordinated with the Public Restroom Company.

The Contractor shall provide 10' offset stakes to all of the front corners of each of the buildings. The City can provide the Contractor with an AutoCAD Release 2019 drawing file, upon request, to assist with the staking.

The Contractor shall coordinate the timing of the installation of the buildings with the City and the Public Restroom Company.

The Public Restroom Company shall stub out all utility connections approximately 6 feet from the building perimeter. It shall be the Contractor's responsibility to make all final connections. The Public Restroom Company shall only stub out the electrical conduit. It shall be the Contractor's responsibility to pull all of the required conductors and make the connections in the electrical panel(s). It is the Contractor's

responsibility to complete all of the final connections as necessary to provide complete water, sewer, and electrical functionality.

The buildings are currently estimated to be ready for installation by September, however, it is possible that delays may occur.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the coordination and preparation work for the new buildings shall be included in the contract lump sum price for "Preparation Work for New Buildings" as shown on the plans, as specified in these Special Provisions and as directed by the Engineer and no additional compensation will be allowed.

8. Section 10-1.61 FINISHING ROADWAY shall be renumbered to Section 10-1.62
9. Section 10-1.62 NOTIFICATION AND SCHEDULING shall be renumbered to Section 10-1.63
10. Section 10-1.63 RECORD DRAWINGS shall be renumbered to Section 10-1.64

**REVISIONS TO CONSTRUCTION CONTRACT:**

1. The CONSTRUCTION CONTRACT shall be replaced in its entirety with the attached revised document.

**REVISIONS TO PROPOSAL AND BIDDER'S CERTIFICATES:**

1. The PROPOSAL AND BIDDER'S CERTIFICATES shall be replaced in its entirety with the attached revised document.

**REVISIONS TO IMPROVEMENT PLANS:**

1. Sheet Number 2 shall be removed and replaced with the attached revised sheet.
2. Sheet Number 3 shall be removed and replaced with the attached revised sheet.
3. Sheet Number 4 shall be removed and replaced with the attached revised sheet.
4. Sheet Number 9 shall be added to the Improvement Plans.

---

**END OF REVISIONS**

Issued By:



Bjorn P. Jones, PE  
Assistant City Engineer

7/10/2020

Date

---

I HAVE READ AND UNDERSTAND THIS ADDENDUM

---

Signature

---

Bidder

CONTRACT NO. \_\_\_\_\_

**CITY OF GRASS VALLEY  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION**

---

**CONSTRUCTION CONTRACT**

---

THIS CONTRACT is made on the date set forth below, by and between the CITY OF GRASS VALLEY, a municipal corporation within the State of California (hereinafter "CITY"), and \_\_\_\_\_, a type in business form and state of license i.e. California Corporation, (hereinafter "CONTRACTOR"). The CITY and CONTRACTOR for the consideration hereinafter mentioned agree as follows:

**ARTICLE 1: SCOPE OF WORK**

- 1.1. CONTRACTOR agrees to furnish all work, labor, tools, materials, transportation, equipment, services, and other means of construction necessary to perform and complete in a good and workmanlike manner, those certain improvements as called for, and in the manner designated in, and in strict conformity with Contract No. \_\_\_\_\_ entitled: MEMORIAL PARK POOL BUILDING IMPROVEMENTS PROJECT NO. 19-05, hereafter "PROJECT", in compliance with the Contract Documents as described in Article 3.
- 1.2. CONTRACTOR understands and agrees that the work, labor, tools, materials, transportation, equipment, incidentals, services and other means of construction for the Project shall be furnished and the work performed as required in the Contract Documents under the sole direction and control of CONTRACTOR, and subject to the inspection and approval of the CITY, or its representatives.

**ARTICLE 2: CONTRACT PRICE**

- 2.1. The CITY agrees to pay and the CONTRACTOR agrees to accept, in full payment for the work above agreed to be done, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) subject to additions and deductions as provided in the Contract Documents.

**ARTICLE 3: CONTRACT DOCUMENTS**

- 3.1. The complete Contract consists of the following documents, to wit:
  - Notice to Contractors
  - Executed Proposal, including the Bidder's Bond
  - Construction Contract
  - Project Plans for this Project
  - Special Provisions for this Project
  - City of Grass Valley Improvement Standards (latest edition)
  - Caltrans Standard Specifications (latest edition)
  - Caltrans Standard Plans (latest edition)
  - Manual on Uniform Traffic Control Devices and California Supplement
  - Equipment Rental Rates and General Prevailing Wage Rates of the State of California, Department of Transportation, and where applicable, Federal wage rates and Section 14 Federal Fund S enclosures
  - Executed Performance Bond
  - Executed Labor and Materials Bond
  - Certification Labor Code Section 1861
  - List of Subcontractors
- 3.2. Any and all obligations of the CITY and the CONTRACTOR are fully set forth and described in

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

#### **ARTICLE 4: TIME FOR PERFORMANCE - LIQUIDATED DAMAGES**

- 4.1. The Commencement date of the Contract for determination of the time for completion shall be the date CONTRACTOR is directed to proceed by the City Engineer, as stated in the Notice to Proceed. The CONTRACTOR shall complete all work required by the Contract within **thirty-five working days** after said commencement date, as adjusted and provided for in the Contract Documents.
- 4.2. In the event CONTRACTOR does not complete all work required by the Contract within the time specified above, liquidated damages shall be imposed upon the CONTRACTOR. CONTRACTOR agrees that if all the work called for under this Contract in all parts and requirements is not completed within the performance time period set forth above, damage will be sustained by CITY. As it is and will be impracticable to ascertain and determine the actual damage the CITY will sustain, CONTRACTOR agrees to pay to CITY five hundred dollars (\$500.00) per calendar day for each and every day(s) delay in finishing the work in excess of the working days described. Time is of the essence in this contract. CONTRACTOR further agrees that CITY may deduct the amount of these damages from any moneys due or that may become due the CONTRACTOR under this Contract. To the extent appropriate, as determined by CITY in its sole discretion, CITY shall administer this Article in accordance with the California Department of Transportation Standard Specifications Section 8-1.10 Liquidated Damages, dated 2015.

#### **ARTICLE 5: INDEMNITY & HOLD HARMLESS**

- 5.1. The CITY, and all officers, agents, employees, outside parties hired to inspect and/or design the work, and volunteers thereof connected with the work, including but not limited to, the City Engineer and the Engineer, shall not be answerable or accountable in any manner for the loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person, either worker or the public; or damage to property from any cause which may have been prevented by CONTRACTOR or his or her workers or anyone employed by him/her.
- 5.2. CONTRACTOR shall be responsible for any liability imposed by law and for injuries to or death of any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time prior to its acceptance.
- 5.3. The CONTRACTOR shall indemnify and save harmless the CITY, and its officials, officers, agents, employees, or consultants and volunteers thereof connected with the work, including but not limited to, the City Engineer and the Engineer, from all claims, suits, or actions of every name, kind, and description, whether actual or alleged, brought forth on or on account of injuries to or death of any person, including but not limited to, workers or the public or damage to property resulting from the performance of the contract except where caused by the sole and active negligence or willful misconduct of the City, its officials, officers, agents, employees, consultants and volunteers. The duty of CONTRACTOR to indemnify and save harmless include the duties to defend as set forth in Civil Code Section 2778.
- 5.4. With respect to third party claims against the CONTRACTOR, the CONTRACTOR waives any and all rights to any type of express or implied indemnity against the CITY, its officials, officers, employees, agents, consultants, or volunteers.
- 5.5. It is the intent of the parties that the CONTRACTOR will indemnify and hold harmless the CITY, its officers, employees, agents and volunteers, from any and all claims, suits, or actions as set forth above, regardless of the existence or degree of fault or negligence on the part of the CITY, the CONTRACTOR, the subcontractors or employees of any of these, other than the sole or

gross negligence of the CITY, its officials, officers, employees, agents, consultants, or volunteers.

## **ARTICLE 6: INSURANCE**

6.1. Throughout the period of this agreement, the CONTRACTOR shall provide the following minimum insurance coverage as listed below. CONTRACTOR shall file with CITY certificate(s) of Insurance and endorsements, in a form acceptable to CITY, and consistent with this agreement at the time of execution of this agreement. The insurance company must be acceptable to CITY, with a Best's Rating of no less than A:VII. Documentation of such rating acceptable to the CITY shall be provided at the same time Insurance Certificates are submitted. The Current evidence of coverage provided to the City shall be for the entire required period of insurance, including the one (1) year warranty period.

6.1.1 Any deductibles must be declared to, and approved by, the City.

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

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

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

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

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

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

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

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

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

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

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

**Waiver of Subrogation:** "The Insurance Company agrees to waive all rights of subrogation against the Entity, its elected or appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the Entity.

**6.4. GENERAL LIABILITY INSURANCE:**

6.4.a. Commercial General Liability insurance no less broad than ISO form CG 00 01, covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for: premises, operations; products and completed operations; contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; broad form property damage (including completed operations); explosion, collapse, and underground hazards; personal injury liability.

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

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

1. The limits of liability shall not be less than:
  - One Million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - One Million dollars (\$1,000,000) for Personal Injury Liability
  - Two Million dollars (\$2,000,000) for Products-Completed Operations
  - Two Million dollars (\$2,000,000) General Aggregate
2. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be Two Million dollars (\$2,000,000).
3. If CONTRACTOR maintains higher limits than the specified minimum limits above, the City shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

6.4.d. Special Claims Made Policy Form Provisions:

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

1. The limits of liability shall not be less than:
  - One Million dollars (\$1,000,000) each Occurrence (combined single limit for bodily injury and property damage)
  - One Million dollars (\$1,000,000) for Personal Injury Liability
  - Two Million dollars (\$2,000,000) Aggregate for Products Completed Operations
  - Two Million dollars (\$2,000,000) General Aggregate
2. The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the Contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a Claims Made Policy.



**6.5. CONFORMITY OF COVERAGES:**

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

**6.6. ADDITIONAL REQUIREMENTS:**

- 6.6.a. Premium Payments: The insurance companies shall have no recourse against the CITY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- 6.6.b. Policy Deductibles: The CONTRACTOR shall be responsible for all deductibles in all of CONTRACTOR'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to CITY'S approval.
- 6.6.c. CONTRACTOR'S Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.
- 6.6.d. Material Breach: Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.
- 6.6.e. Duration of Coverage: City must be an additional insured for completed operations for a period of one (1) year after completion of the work.
- 6.6.f. Project Reference: The Commercial General Certificate of Insurance must reference the project specifically by project title.

**6.7. ENDORSEMENTS:**

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

**Cancellation Notice:** "Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance. Should Contractor fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Contractor's sole cost and expense.

**Waiver of Subrogation:** "The Insurance Company agrees to waive all rights of subrogation against the City of Grass Valley, its elected or appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City of Grass Valley.

"Provisions Regarding the Insured's Duties: Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the Entity, its elected or appointed officers, officials, employees or volunteers."

"Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached."

"The City, its officers, officials, employees, agents and volunteers shall be endorsed as an

additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. The City shall continue to be an additional insured for completed operations for (1) year after completion of the work.

The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).

The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.

The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.

#### **6.8. AUTOMOBILE LIABILITY INSURANCE:**

6.8.a. CONTRACTOR shall provide Automobile Liability insurance covering bodily injury and property damage in an amount no less than One Million dollars (\$1,000,000) combined single limit for each occurrence.

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

6.8 c. Endorsements: The City shall be named additional insured.

6.8 d. Required Evidence of Coverage: Properly completed Certificate of Insurance.

#### **ARTICLE 7: PRECEDENCE IN CONFLICTING DOCUMENTS**

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

#### **ARTICLE 8: BOND REQUIREMENTS**

- 8.1. CONTRACTOR shall furnish both a Faithful Performance Bond and a Payment Bond (hereinafter collectively "Bonds") in the full amount of the Contract on the forms provided by the CITY. CITY shall retain the Performance Bond for a one-year guarantee period from the date of the CITY'S acceptance of the work.
- 8.2. The bonds shall be obtained from a California admitted surety that is licensed by the State of California to act as surety upon bonds and undertakings and which maintains in this State at least one office for the conduct of its business. The surety shall furnish reports as to its financial condition from time to time upon request by CITY.
- 8.3. In case of any conflict between the terms of the Contract and the terms of the Bonds, the terms of the Contract shall control and the Bonds shall be deemed to be amended thereby.
- 8.4. CONTRACTOR agrees to obtain the consent of the surety, if required, to any change, extension of time, alteration, or addition to any of the terms of the Contract Documents.

#### **ARTICLE 9: COMPLIANCE WITH LAWS**

- 9.1. CONTRACTOR is an independent contractor and shall, at its sole cost and expense comply with

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

- 9.2. Without limitation, materials furnished and performance by CONTRACTOR hereunder shall comply with Safety Orders of the Division of Industrial Safety, State of California, Federal Safety regulations of the Bureau of Labor, Department of Labor; and any other applicable state or federal regulations.
- 9.3. CONTRACTOR, upon request, shall furnish evidence satisfactory to CITY that any or all of the foregoing obligations have been or are being fulfilled. CONTRACTOR warrants to CITY that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the work, and that it has, or will have, throughout the progress of the work, the necessary experience, skill, and financial resources to enable it to perform this Contract.
- 9.4. CONTRACTOR is required to ensure that material safety data sheets (MSDS's) for any material requiring a MSDS pursuant to any federal or state law are available in a readily accessible place on the Project premises. CONTRACTOR is also required to ensure (a) the proper labeling of any substance brought onto the Project premises by CONTRACTOR or any subcontractors or material suppliers, and (b) that the person(s) working with the material, or within the general area of the material, are appropriately informed about the hazards of the substance and follow proper handling and protection procedures.
- 9.5. CONTRACTOR is required to comply with Health & Safety Sections 25249 et seq. (Prop. 65), which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer.
- 9.6. CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all regulations or other requirements issued pursuant to that Act, including, without limitation, United States Department of Agriculture nondiscrimination regulations found at 7 CFR Part 15.

#### **ARTICLE 10: PROGRESS SCHEDULE**

- 10.1. The CONTRACTOR shall submit within ten (10) days (or as specified in the Special Provisions for this Project) after execution of the Contract a detailed work schedule or schedules that details the actions of the CONTRACTOR and Subcontractors working at the Site in accordance with the requirements specified in Special Provisions. This schedule(s) shall show the dates at which the CONTRACTOR will start and complete the several parts of the work and shall conform to the completion time specified in the Contract. The CITY may submit comments on the work schedule. Acceptance of the schedule by CITY shall not constitute approval of the Plan by CONTRACTOR for completion of the work.
- 10.2. The CONTRACTOR shall review and, if necessary, revise the progress schedule at least once a month or as specified in the Special Provisions for this Project. In any event, the CONTRACTOR shall submit a current schedule to the Engineer at the Engineer's request at any time during the Contract period.
- 10.3. No progress payments will be made for any work performed until a satisfactory schedule has been submitted and approved by the Engineer. An updated schedule shall be required from the CONTRACTOR if the project falls ten (10) working days behind schedule. For delays or portions

of delays for which the CONTRACTOR is responsible, no payment will be made or time extension allowed for increase in work force, equipment, and working hours needed to put the Project on schedule.

#### **ARTICLE 11: PROMPT PAYMENT PROVISIONS**

- 11.1. Prompt payment provisions in accordance with Section 20104.50 of the Public Contract Code shall apply to this contract.
- 11.2. If CITY fails to make a progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from CONTRACTOR, CITY shall pay interest to CONTRACTOR equivalent to 0.833% per month (10% per annum).
- 11.3. CITY shall review each payment request as soon as practicable after receipt to determine whether the payment request is proper. Any payment request determined to be an improper payment request shall be returned to CONTRACTOR as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

#### **ARTICLE 12: ANTITRUST CLAIM ASSIGNMENT**

- 12.1. In entering into a Public Works contract or a subcontract to supply goods, services, or materials pursuant to this Contract, the CONTRACTOR and all subcontractors shall offer and agree to assign to CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment shall be made and become effective at the time the CITY tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

#### **ARTICLE 13: PREVAILING WAGES**

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

#### **ARTICLE 14: SEVERABILITY.**

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

#### **ARTICLE 15: COMPLETE AGREEMENT**

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

#### **ARTICLE 16: INTERPRETATION**

- 16.1.** The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.
- 16.2.** In case of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

**ARTICLE 17: GOVERNING LAW**

- 17.1.** This Contract is subject to the laws and jurisdiction of the State of California. Venue for any legal proceeding brought in conjunction with this Contract shall be the Superior Court of the County of Nevada, State of California. Contractor waives any federal court removal rights it may have pursuant to any applicable law.

**ARTICLE 18: BID ITEMS**

ITEM NO.	DESCRIPTION	UNIT OF MEAS.	EST. QTY.	UNIT PRICE	TOTAL COST
1	Mobilization	LS	1		
2	Traffic Control System	LS	1		
3	Clearing and Grubbing	LS	1		
4	Demolition and Removal	LS	1		
5	Earthwork	LS	1		
6	Aggregate Base	CY	123		
7	Drainage Pipe (6" HDPE)	LF	8		
8	Drainage Pipe (18" HDPE)	LF	144		
9	Rock Slope Protection	LS	1		
10	Sewer Service Pipe (6" SDR 26)	LF	75		
11	Water Service Pipe (2" Poly)	LF	60		
12	Irrigation Service Pipe (1" Poly)	LF	25		
13	Electrical Conduit (2" Sch 80 PVC)	LF	171		
14	Electrical Conduit (6" Sch 80 PVC)	LF	74		
15	Area Drain (24"x24")	EA	1		
16	Retrofit Existing Drainage Vault	EA	1		
17	Sewer Service Wye (6")	EA	1		
18	Sewer Cleanout and Backflow Preventer	EA	1		
19	Water Main Tee Installation	EA	1		
20	Gate Valve and Box (2")	EA	1		
21	Irrigation Backflow Assembly (1" RP)	EA	1		
22	Pull Box	EA	3		
23	Electrical and Data Connection	LS	1		
24	Retaining Wall Footing	LF	64		
25	CMU Retaining Wall	SF	136		
26	Landscape Block Wall	SF	124		
27	Minor Concrete (Curb)	LF	126		
28	Minor Concrete (Curb and Gutter)	LF	67		
29	Minor Concrete (Curb Ramp, Sidewalk)	SF	551		
30	Minor Concrete (Stamped Patio)	SF	1729		
31	Minor Concrete (Commercial Driveway)	SF	258		
32	Detectable Warning Surface	EA	1		
33	Hot Mix Asphalt (3" Depth)	SY	395		
34	Remove and Replace HMA (4" Depth)	SF	271		
35	Adjust Valve Cover to Grade (Salvage/Replace)	EA	2		
36	Shoulder Backing	CY	5		
37	Chain Link Fencing	LF	111		
38	Chain Link Gate	EA	1		
39	Concrete Bumper	EA	7		
40	Painted Traffic Markings	SF	23		
41	Painted Traffic Stripes	LF	275		
42	Roadside Sign	EA	1		
43	Irrigation System	LS	1		

44	Landscaping	LS	1		
45	Preparation Work for New Buildings	LS	1		

\_\_\_\_\_  
**Name of Contractor/Company**

**TOTAL COST: \$**\_\_\_\_\_

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

**“CITY”**

**CITY OF GRASS VALLEY**

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

Lisa Swarthout, Mayor

Date: \_\_\_\_\_

**Award of Contract No. \_\_\_\_\_**

By the City Council On:

Date: \_\_\_\_\_

**APPROVED AS TO PROCEDURE**

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

Bjorn P. Jones, PE

Assistant City Engineer

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

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

Michael G. Colantuono

City Attorney

Date: \_\_\_\_\_

**ATTEST:**

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

Andy Heath

Acting City Clerk

Date: \_\_\_\_\_

**“CONTRACTOR”**

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

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

Officer Signature # 1

(Signature Notarized)

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

Print Name and Title

Date: \_\_\_\_\_

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

Officer Signature # 2

(Signature Notarized)

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

Print Name and Title

Date: \_\_\_\_\_

**Licensed in accordance with an act providing for the registration of Contractors,**

Contractor's License Number: \_\_\_\_\_

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

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



## **ATTACHMENTS**

1. Certification Labor Code Section 1861
2. Bond for Labor & Materials
3. Bond for Faithful Performance
4. List of Subcontractors

**CERTIFICATION**  
**LABOR CODE SECTION 1861**

STATE OF CALIFORNIA  
CITY OF GRASS VALLEY

I, the undersigned, do hereby certify:

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

Executed at : \_\_\_\_\_

On: \_\_\_\_\_

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

**CONTRACTOR - EMPLOYER**

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## BOND FOR LABOR AND MATERIALS

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

### **MEMORIAL PARK POOL BUILDING IMPROVEMENTS PROJECT, PROJECT NO. 19-05**

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

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

THE CONDITION of this obligation is such, that if the Contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons referred to in Civil Code 9100, amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or amount due the Franchise Tax Board as provided in Civil Code 9554, that the surety or sureties herein will pay for the same, in amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought in this bond, the said surety will pay reasonable attorneys' fee to be fixed by the court.

This bond shall insure to the benefit of any of the persons referred to in Civil Code 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. Any such right of action shall be subject to the provisions of Civil Code 8608 and 9566.

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

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

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

\_\_\_\_\_  
\*SURETY Attorney-In-Fact  
(Signature must be notarized)  
Date: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR  
(Signature must be notarized)  
Date: \_\_\_\_\_

Address of Surety: \_\_\_\_\_

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

## BOND OF FAITHFUL PERFORMANCE

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

The condition of the above obligation is that if said principal as Contractor in the contract hereto annexed shall faithfully perform each and all of the conditions of said contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material, other than material, if any, agreed to be furnished by the CITY, necessary to perform and complete, and to perform and complete in a good workmanlike manner, and to guarantee acceptable performance of the work for a period of one year following the acceptance of the project, the work of **MEMORIAL PARK POOL BUILDING IMPROVEMENTS PROJECT NO. 19-05** in strict conformity with the terms and conditions set forth in the contract hereto annexed, and after a period of one year following the acceptance of the project, then this obligation shall be null and void, otherwise to remain in full force and effect; and the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any wise, affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

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

\_\_\_\_\_  
\*SURETY Attorney-In-Fact  
(Signature must be notarized)  
Date: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR  
(Signature must be notarized)  
Date: \_\_\_\_\_

Address of Surety:\_\_\_\_\_

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

## LIST OF SUBCONTRACTORS

The Contractor shall list the name, address, and contractor's license classification and number of each Subcontractor required to be listed by Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, and the Special Provisions, and designate the portion and percentage of the work to be performed by the Subcontractor, to whom the bidder proposes to subcontract portions of the work. ***The California contractor license designation and number shall be included for all subcontractors doing work in excess of one half of one percent of the total Project bid price, or one thousand dollars (\$1,000.00), whichever is greater.***

Subcontractor Name, Address & Email	License Designation Number	Description of Portion of Work Contracted With Applicable Bid Item(s)	% of Work per Bid Item	Dollar Amount of Work



**CITY OF GRASS VALLEY  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION**

**PROPOSAL  
AND  
BIDDER'S CERTIFICATES**

**FOR**

**MEMORIAL PARK POOL BUILDING IMPROVEMENTS PROJECT  
PROJECT NO. 19-05**

**Bidder's Name:** \_\_\_\_\_

**Bid Opening Date:**\_\_\_\_\_ **Time:**\_\_\_\_\_

---

## PROPOSAL

---

Proposal to the City of Grass Valley, State of California, in the County of Nevada for the

### **MEMORIAL PARK POOL BUILDING IMPROVEMENTS PROJECT PROJECT NO. 19-05**

NAME OF BIDDER \_\_\_\_\_

BUSINESS P.O. BOX \_\_\_\_\_

BUSINESS STREET ADDRESS \_\_\_\_\_  
(Required, even if P.O. Box is used)

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE NUMBER (    ) \_\_\_\_\_

FAX NUMBER (    ) \_\_\_\_\_

EMAIL \_\_\_\_\_

CONTRACTOR'S LICENSE NUMBER \_\_\_\_\_

CONTRACTOR'S DIR NUMBER \_\_\_\_\_

The project to be done and referred to herein is in City of Grass Valley, State of California, located at Memorial Park, 350 Race Street, and is to be constructed in accordance with the Department of Transportation Standard Plans, dated 2018, the Standard Specifications, dated 2018, the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and the General Prevailing Wage Rates.

The project plans and specifications for the work to be done were approved and are entitled:

### **CITY OF GRASS VALLEY MEMORIAL PARK POOL BUILDING IMPROVEMENTS PROJECT PROJECT NO. 19-05**

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

Envelopes containing bids shall be marked -

### **MEMORIAL PARK POOL BUILDING IMPROVEMENTS PROJECT PROJECT NO. 19-05**

**NOT TO BE OPENED UNTIL 3:30 P.M., JULY 14, 2020.**

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

If this proposal shall be accepted and the undersigned shall fail to enter into the Contract and furnish the two bonds in the sums required by the State Contract Act, with surety satisfactory to the City of Grass Valley, within 8 days, not including Sundays and legal holidays, after the bidder has received notice from the City of Grass Valley that the Contract has been awarded, the City of Grass Valley may, at its option, determine that the bidder has abandoned the Contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and same shall be the property of the City of Grass Valley.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the City of Grass Valley in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:



**BID ITEMS**  
**MEMORIAL PARK POOL BUILDING IMPROVEMENTS PROJECT**  
**PROJECT NO. 19-05**

ITEM NO	ITEM	UNIT OF MEAS	EST QTY	UNIT PRICE	ITEM TOTAL
1	Mobilization	LS	1		
2	Traffic Control System	LS	1		
3	Clearing and Grubbing	LS	1		
4	Demolition and Removal	LS	1		
5	Earthwork	LS	1		
6	Aggregate Base	CY	123		
7	Drainage Pipe (6" HDPE)	LF	8		
8	Drainage Pipe (18" HDPE)	LF	144		
9	Rock Slope Protection	LS	1		
10	Sewer Service Pipe (6" SDR 26)	LF	75		
11	Water Service Pipe (2" Poly)	LF	60		
12	Irrigation Service Pipe (1" Poly)	LF	25		
13	Electrical Conduit (2" Sch 80 PVC)	LF	171		
14	Electrical Conduit (6" Sch 80 PVC)	LF	74		
15	Area Drain (24"x24")	EA	1		
16	Retrofit Existing Drainage Vault	EA	1		
17	Sewer Service Wye (6")	EA	1		
18	Sewer Cleanout and Backflow Preventer	EA	1		
19	Water Main Tee Installation	EA	1		
20	Gate Valve and Box (2")	EA	1		
21	Irrigation Backflow Assembly (1" RP)	EA	1		
22	Pull Box	EA	3		
23	Electrical and Data Connection	LS	1		
24	Retaining Wall Footing	LF	64		
25	CMU Retaining Wall	SF	136		
26	Landscape Block Wall	SF	124		

27	Minor Concrete (Curb)	LF	126		
28	Minor Concrete (Curb and Gutter)	LF	67		
29	Minor Concrete (Curb Ramp, Sidewalk)	SF	551		
30	Minor Concrete (Stamped Patio)	SF	1729		
31	Minor Concrete (Commercial Driveway)	SF	258		
32	Detectable Warning Surface	EA	1		
33	Hot Mix Asphalt (3" Depth)	SY	395		
34	Remove and Replace HMA (4" Depth)	SF	271		
35	Adjust Valve Cover to Grade (Salvage/Replace)	EA	2		
36	Shoulder Backing	CY	5		
37	Chain Link Fencing	LF	111		
38	Chain Link Gate	EA	1		
39	Concrete Bumper	EA	7		
40	Painted Traffic Markings	SF	23		
41	Painted Traffic Stripes	LF	275		
42	Roadside Sign	EA	1		
43	Irrigation System	LS	1		
44	Landscaping	LS	1		
45	Preparation Work for New Buildings	LS	1		

**TOTAL COST: \$**\_\_\_\_\_

**Name of Contractor/Company**

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the Engineering Department does not express or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary, or advisable by the Engineer.

## LIST OF SUBCONTRACTORS

The Bidder shall list the name, address, email and contractor's license classification and number of each Subcontractor required to be listed by "Subcontractor List" of the Standard Specifications, and the Special Provisions, and designate the portion and percentage of the work to be performed by the Subcontractor, to whom the bidder proposes to subcontract portions of the work. ***The California contractor license classification and number shall be included for all subcontractors doing work in excess of one half of one percent of the total Project bid price, or one thousand dollars (\$1,000.00), whichever is greater.***

Subcontractor Name, Address & Email	License Number, DIR Number	Description of Portion of Work Subcontracted/ Bid Item(s)	Dollar Amount of Work

## LIST OF PROPOSED SUBSTITUTIONS

Pursuant to Public Contract Code Section 3400, the following substitutions are proposed as “Equals” for those set forth in the Contract. All data substantiating the proposed substitutions shall be submitted to the City upon request.

<b>Contract Section</b>	<b>Name of Product to be Substituted Out</b>	<b>Name and Manufacturer of Proposed Product To Be Substituted</b>	<b>Model/Quantity of Proposed Product</b>
-----------------------------	--	--	---

---

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder \_\_\_\_\_,  
proposed subcontractor \_\_\_\_\_,  
hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

***The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Certifications are part of this Proposal. Signing this Proposal on the signature portion thereof shall also constitute an endorsement and execution of these certifications. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.***

## PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not \_\_\_\_\_, been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works Contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

## PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

## PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

***The bidder must place a checkmark after "has" or "has not" and "yes" or "no" in one of the blank spaces provided. The above Statements and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of these Statements. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.***

**NON-COLLUSION AFFIDAVIT**  
(Title 23 United States Code Section 112  
and Public Contract Code Section 7106)

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

***The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.***

## DEBARMENT AND SUSPENSION CERTIFICATION

(Title 49, Code of Federal Regulations, Part 29)

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

***The above Certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.***



Accompanying this proposal is \_\_\_\_\_

(Insert the words "Cash(\$\_\_\_\_\_)", "Cashier's Check",  
"Certified Check", or "Bidder's Bond", as the case may be)

in an amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

**IMPORTANT NOTICE:** *If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.*

Licensed in conformance with an act providing for the registration of Contractors,

License No. \_\_\_\_\_ Classification(s) \_\_\_\_\_

**ADDENDA** - This Proposal is submitted with respect to the changes to the Contract included in addenda number/s \_\_\_\_\_

(Fill in addenda numbers if addenda have been received and insert in this Proposal any Bid Item sheets that were received as part of the addenda.)

**All Addenda must be signed and returned with the Bidder's Proposal in order for the Bid to be considered responsive.**

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature & Title of Bidder

\_\_\_\_\_  
Date

Business Address: \_\_\_\_\_

Place of Business: \_\_\_\_\_

Place of Residence: \_\_\_\_\_

**BIDDER'S BOND  
CITY OF GRASS VALLEY**

KNOW ALL PEOPLE BY THESE PRESENTS, that we \_\_\_\_\_ as PRINCIPAL, and \_\_\_\_\_ as SURETY, are held and firm bound unto the City of Grass Valley, hereinafter called the **CITY**, in the penal sum of **TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID** of the Principal above named, submitted by said Principal to the **CITY** for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:**

**WHEREAS**, the Principal has submitted the above-mentioned bid to the City of Grass Valley, for certain construction specifically described as follows for which bids are to be opened at Grass Valley, California on Jul 14, 2020, at 3:30 p.m., for **MEMORIAL PARK POOL BUILDING IMPROVEMENTS PROJECT, PROJECT NO. 19-05**

**NOW THEREFORE**, if the aforesaid Principal is awarded this Contract, and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written Contract, in the prescribed form, in accordance with the bid, and files the two bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals on this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

SURETY

PRINCIPAL

ADDRESS:

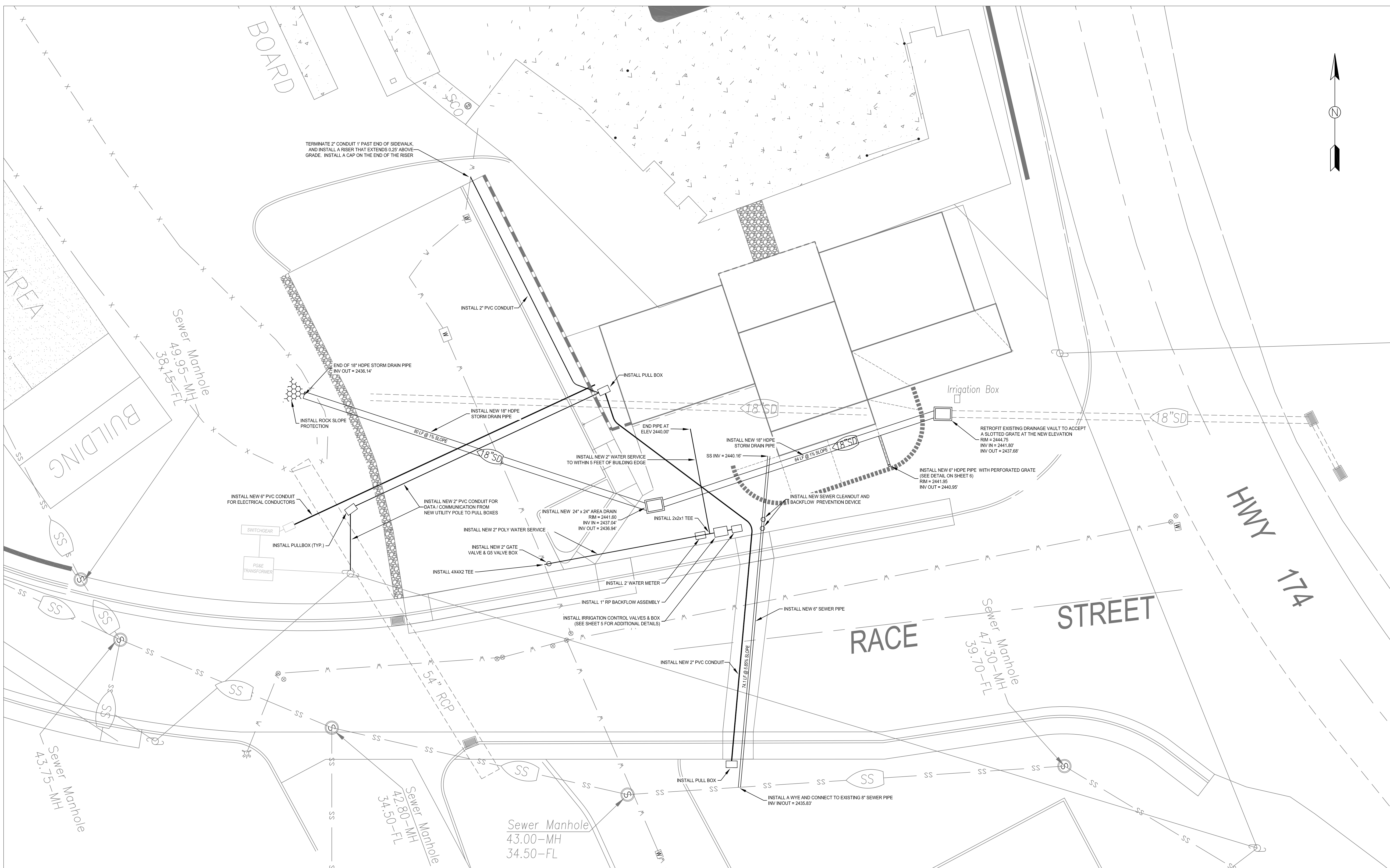
**NOTE:** Signatures of those executing for the surety must be properly acknowledged.





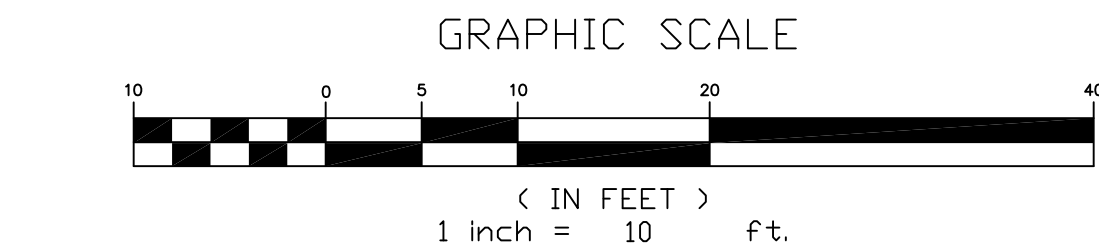


G:\ENR\GIS\DWG\119-03 Memorial Pool Building Release\1000 Contract Preparation (05262)\110 Plans\119-03 Memorial Park Pool - Design.DWG



#### UTILITY INSTALLATION NOTES

1. THE CONTRACTOR SHALL POTHOLE AND VERIFY THE LOCATION OF ALL EXISTING UTILITIES THAT MAY PROPOSE A CONFLICT. VERIFICATION OF THE UTILITY LOCATIONS SHALL BE PROVIDED TO THE ENGINEER, PRIOR TO STARTING WORK.
2. THE LAYOUT FOR THE NEW UTILITIES SHALL BE APPROVED IN THE FIELD BY THE ENGINEER PRIOR TO INSTALLATION.
3. NEW UTILITIES SHALL BE INSTALLED WITHIN FIVE (5) FEET OF THE EDGE(S) OF THE PROPOSED BUILDING(S).
4. TRENCH BEDDING, BACKFILL, AND PAVING SHALL BE COMPLETED PER CITY OF GRASS VALLEY DETAIL ST-2.
5. THE PUBLIC RESTROOM COMPANY WILL INSTALL THE UTILITY LINES FROM THE BUILDINGS TO WHERE THE LINES END WITHIN FIVE (5) FEET OF THE EDGE(S) OF THE PROPOSED BUILDING(S). IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE THE FINAL CONNECTIONS AND ENSURE CONTINUITY.
6. THE EXISTING CHAIN LINK FENCE AT THE BACK OF SIDEWALK SHALL BE PROTECTED, AND REMOVED AND REPLACED AS NECESSARY TO INSTALL NEW IMPROVEMENTS.



NOTE:  
THE CITY OF GRASS VALLEY OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

CITY OF GRASS VALLEY ENGINEERING DIVISION

## MEMORIAL PARK POOL BUILDING IMPROVEMENT PROJECT 19-05

UTILITY PLAN



DRAWN BY: ZLL  
CHECKED BY: BPJ  
DATE: JUN 2020

DRAWING NUMBER:

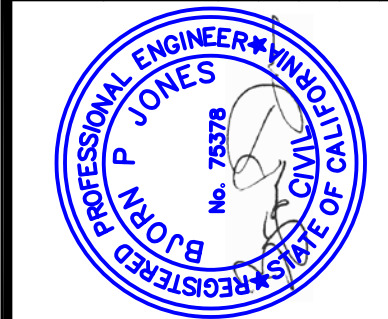
2162

SHEET NUMBER:

3 OF 9

#### REVISIONS

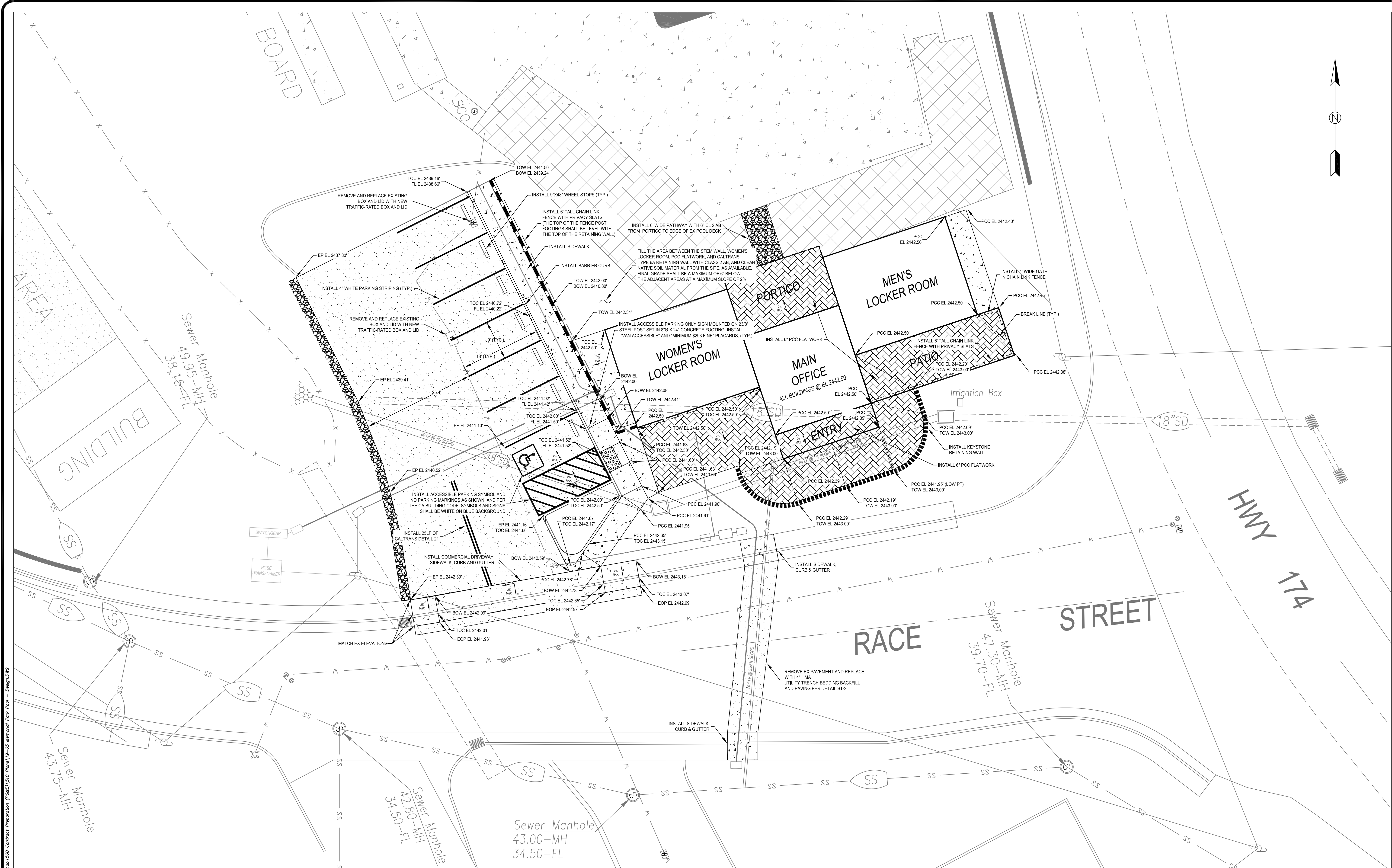
No.	Description	Engr Init	By	APPROVAL	Date
1	ADDENDUM #2	ZL	BU		7/10/20



PROJECT NUMBER:

19-05





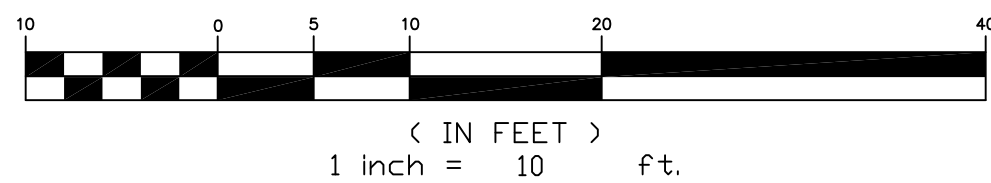
CONSTRUCTION NOTES

- THE CONTRACTOR SHALL POT HOLE AND VERIFY THE LOCATION OF ALL EXISTING UTILITIES THAT MAY PROPOSE A CONFLICT. VERIFICATION OF THE UTILITY LOCATIONS SHALL BE PROVIDED TO THE ENGINEER, PRIOR TO STARTING WORK.
- THE CONTRACTOR SHALL OBTAIN A BUILDING PERMIT FROM THE CITY OF GRASS VALLEY BUILDING DIVISION PRIOR TO STARTING WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH ALL OF THE REQUIREMENTS OF THE BUILDING PERMIT, AND TO FINAL THE PERMIT.
- IN THE AREAS OF THE MAIN OFFICE, THE MEN'S LOCKER ROOM, AND THE WOMEN'S LOCKER ROOM, THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING THE CLASS 2 AB SUBGRADE AT A THICKNESS OF 6 IN. WITH THE TOP SUBGRADE ELEVATION OF 2441.67 FT. THIS SUBGRADE SHALL EXTEND 2 FT OUTSIDE THE PERIMETER THE BUILDINGS. PUBLIC RESTROOM COMPANY WILL COMPLETE THE UTILITY CONNECTIONS, INSTALL A 2 IN THICK LAYER OF SAND, AND THEN SET THE BUILDINGS.
- THE CONTRACTOR SHALL SUPPLY A STOCKPILE OF 20 CY OF COARSE SAND FOR USE BY PUBLIC RESTROOM COMPANY. THE CONTRACTOR SHALL COORDINATE THE TIMING AND PLACEMENT OF THIS SAND WITH PUBLIC RESTROOM COMPANY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE SETTING OF THE MAIN OFFICE, THE MEN'S LOCKER ROOM, AND THE WOMEN'S LOCKER ROOM, AND ALL OTHER ASSOCIATED WORK, WITH PUBLIC RESTROOM COMPANY AND THE CITY.
- THE CONTRACTOR SHALL CONNECT THE NEW PCC FLATWORK TO THE BUILDING FOUNDATIONS PER PUBLIC RESTROOM COMPANY TYPICAL SUBGRADE/PAD SECTION DETAIL.
- PCC FLATWORK AND IMPROVEMENTS ABUTTING THE NEW BUILDINGS SHALL BE COORDINATED WITH PUBLIC RESTROOM COMPANY AND CONSTRUCTED AFTER THE BUILDINGS ARE SET.
- THE LAYOUT FOR THE NEW IMPROVEMENTS SHALL BE APPROVED IN THE FIELD BY THE ENGINEER PRIOR TO INSTALLATION.
- THE NEW SIDEWALK, CURB AND GUTTER SHALL MATCH THE GRADE OF THE EXISTING SIDEWALK AT THE CONNECTION POINTS.
- THE NEW CURB AND GUTTER SHALL MATCH THE GRADE OF THE EXISTING EDGE OF PAVEMENT.

LEGEND

- |  |  |  |   |
|--|--|--|---|
|  | INSTALL 6" PCC SIDEWALK/FLATWORK       |  | INSTALL CALTRANS RETAINING WALL TYPE 6A (CASE 1)    |
|  | INSTALL 6" STAMPED PCC (SLATE PATTERN) |  | INSTALL KEYSTONE COMPAC STRUCTURAL RETAINING WALL   |
|  | INSTALL 3" HMA ON 8" CL 2 AB           |  | INSTALL 6" TALL CHAIN LINK FENCE WITH PRIVACY SLATS |
|  | INSTALL 6" CL 2 AB / SHOULDER BACKING  |  |   |
|  | BARE SUBGRADE                          |  |   |

GRAPHIC SCALE



NOTE:

THE CITY OF GRASS VALLEY OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

CITY OF GRASS VALLEY ENGINEERING DIVISION

MEMORIAL PARK POOL BUILDING  
IMPROVEMENT PROJECT 19-05  
CONSTRUCTION PLAN



DRAWN BY: ZLL  
CHECKED BY: BPJ  
DATE: JUN 2020

DRAWING NUMBER:

2162

SHEET NUMBER:

4 OF 9

REVISIONS

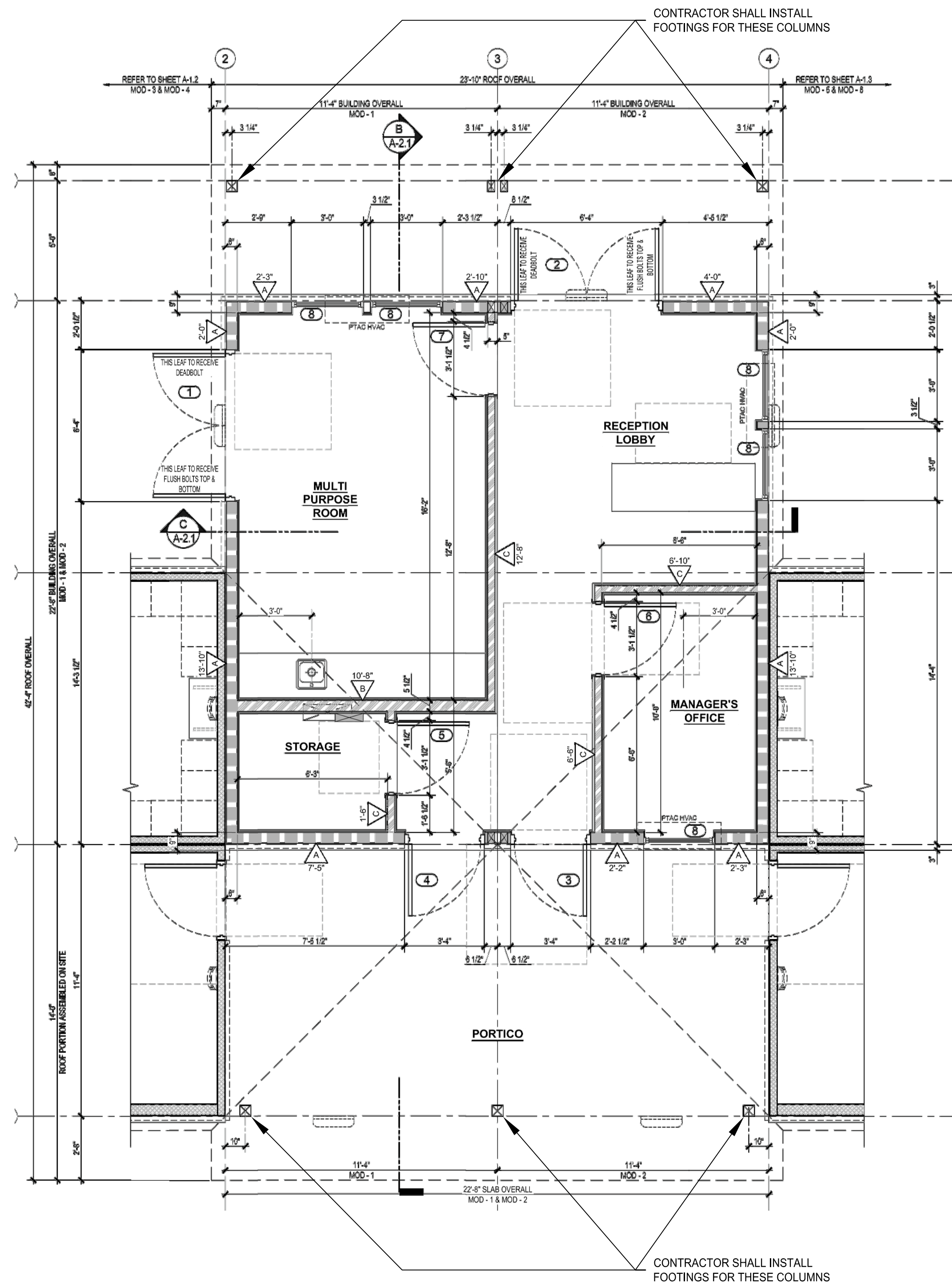
No.	Description	Engr Init	By	APPROVAL
1	ADDENDUM #2	ZL	BU	Date 7/10/20



PROJECT NUMBER:  
19-05

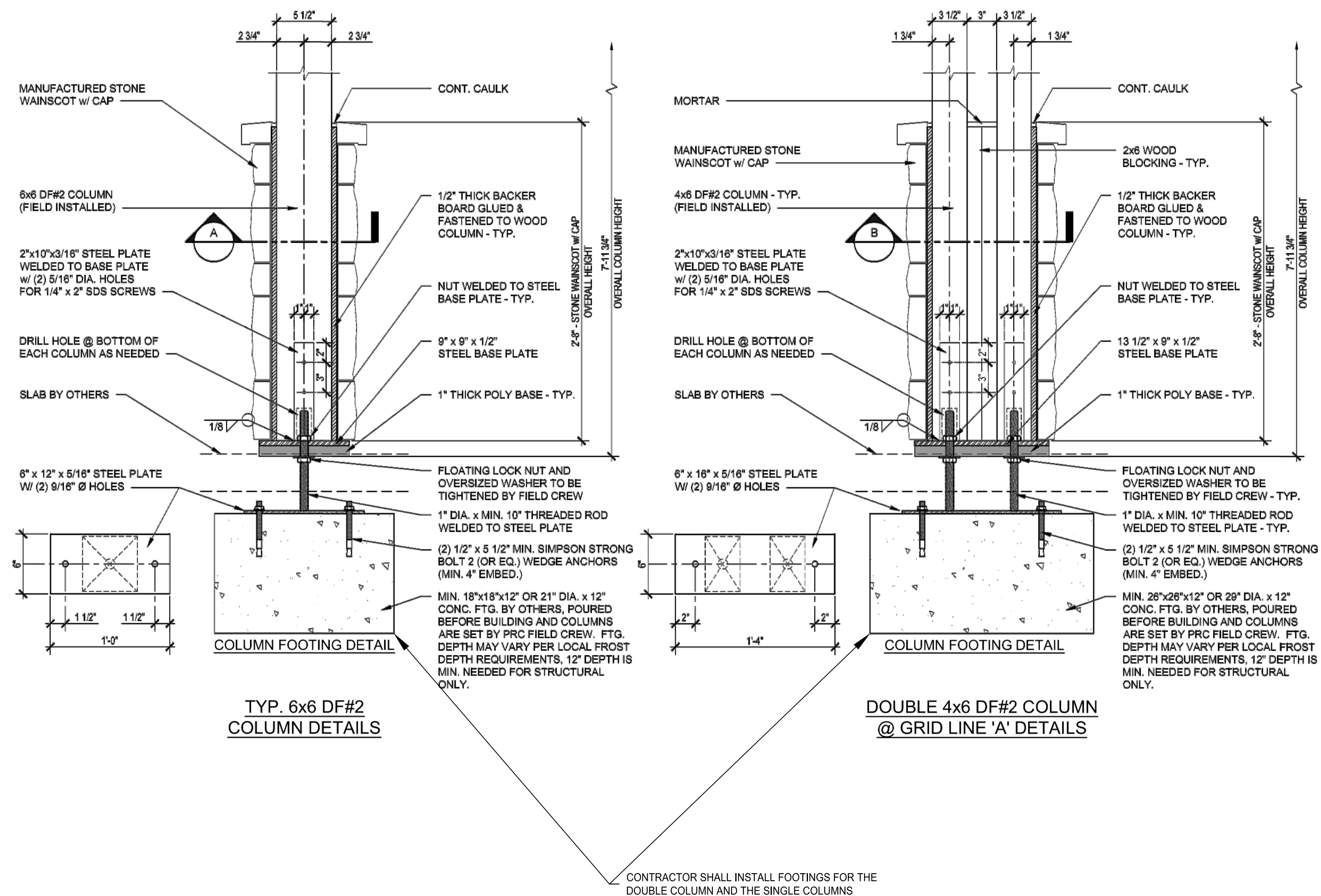


G:\ENR\DESIGN\MT\19-05 Memorial Park Pool Building\19-05 Memorial Park Pool - Design.DWG



- NOTES:
- THE CONTRACTOR SHALL LAY OUT THE LOCATIONS OF THE (5) SINGLE COLUMN FOOTINGS AND THE (1) DOUBLE COLUMN FOOTING.
  - THE LOCATIONS OF THE FOOTINGS SHALL BE APPROVED IN THE FIELD BY THE ENGINEER.
  - AFTER THE LOCATIONS ARE APPROVED BY THE ENGINEER, THE CONTRACTOR SHALL CONSTRUCT THE PCC FOOTINGS ACCORDING TO DETAIL 2, SHEET 9. THE FOOTINGS SHALL BE INSTALLED PRIOR TO THE INSTALLATION OF THE BUILDINGS.

1 LAYOUT OF COLUMN FOOTINGS  
- NOT TO SCALE



- NOTES:
- THE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR INSTALLING THE PCC FOOTINGS. THE STEEL PLATES, WEDGE ANCHORS, THREADED RODS, NUTS, AND OTHER INCIDENTAL HARDWARE SHALL BE INSTALLED BY THE THE PUBLIC RESTROOM COMPANY.

2 COLUMN FOOTINGS  
- NOT TO SCALE

NOTE:  
THE CITY OF GRASS VALLEY OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

CITY OF GRASS VALLEY ENGINEERING DIVISION

# MEMORIAL PARK POOL BUILDING IMPROVEMENT PROJECT 19-05 CONSTRUCTION DETAILS

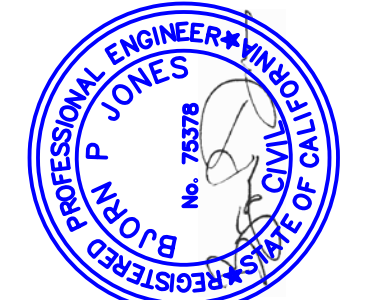


DRAWN BY: ZLL  
CHECKED BY: BPJ  
DATE: JUN 2020

DRAWING NUMBER:  
**2162**  
SHEET NUMBER:  
**9 OF 9**

REVISIONS

No.	Description	Engr Init	By	Date
1	ADDENDUM #2	ZL	BU	7/10/20



PROJECT NUMBER:  
**19-05**

APPROVAL