



**CITY OF GRASS VALLEY  
ENGINEERING DIVISION**

January 14, 2022

**ADDENDUM NO. 2**

**DOWNTOWN STREETScape IMPROVEMENTS PROJECT  
PROJECT NO. 21-12**

**PROPOSAL DUE DATE – TUESDAY, FEBRUARY 8, 2022 AT  
3:30 PM**

**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: DOWNTOWN STREETScape IMPROVEMENTS PROJECT  
PROJECT NO. 21-12**

**PROPOSAL DUE DATE: TUESDAY, FEBRUARY 8, 2022, PRIOR TO 3:30PM**

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**RFQ and RFP Document:**

**Section II – Project Overview/General Information**

1. Page 4 - Replace Paragraph 3 of Section A in its entirety with the following:  
Construction activities for this project shall minimize the impact to stores/businesses and the public as much as possible. The sidewalks along the front of the stores/businesses must remain open during business hours unless otherwise approved by the Engineer. Work can occur in the existing roadway area during business hours if the work area is fenced or otherwise cordoned off or maintained in a safe condition for pedestrians. Any work operations that would lead to elevated noise levels (approximately 75 db or above) shall be completed during hours when the businesses are closed (early morning or evening).
2. Page 4 - Replace Paragraph 3 of Section C, Project Component (Additive Bid Item A), in its entirety with the following:  
The work shall be accomplished in an order that will allow continued operation of all businesses and restaurants, and allow vehicle (delivery and fire/truck/emergency) access except for approved shutdowns. The work on Mill Street can be broken down into four approximately 150' sections that can be closed if pedestrian access on the sidewalks can be maintained. Work schedules shall avoid impacts to downtown events (potential events include summer Thursday Night Markets, 4<sup>th</sup> of July festivities, a Brewfest in October, and Halloween Safe Trick or Treat), with no work allowed between Thanksgiving and New Year's Day.
3. Page 8 - Replace Section E in its entirety with the following:  
The current City of Grass Valley budget for this project is \$4,200,000. The project contract will include a Guaranteed Maximum Price (GMP) for this Design-Build project based on the preferred proposal, proposal cost estimate and subject to contract negotiations. The GMP shall include all design and construction costs, contingencies, indirect and reimbursable expenses, taxes and fees to complete the project. This finalized GMP will be the limit of the available funding for the Design-Build team.
4. Page 9 - Replace Section G in its entirety with the following:  
The City desires to execute the Design-Build agreement on or around March 8, 2022. The goal is to have the design, permitting, and majority of the project construction completed by the end of Fall 2022. Coordinating work activities to limit the impact of construction on restaurants/businesses/stores and the public is a top priority.

**Section III – Procurement Information**

1. Page 10 - Replace Section A due dates as follows:

<b>Task</b>	<b>Date</b>
Design Completion Period	60 working days from NTP
Construction Completion	150 working days from NTP

Add the following:

The City anticipates approving the underground work (water line replacement and drainage improvements) prior to full approval of the complete design. Once approved, this construction work can begin prior to final approval of the complete streetscape design.

**Exhibit 5 – Design-Build Contract:**

1. Page 2 - Replace Article 4.1 in its entirety with the following:
  - 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 **150 working days** after said commencement date, as adjusted and provided for in the Contract Documents.
  
2. Page 2 - Replace Article 5.1 in its entirety with the following:
  - 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 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.
  
3. Page 2 - Replace Article 5.3 in its entirety with the following:
  - 5.2 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 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.
  
4. Page 2 - Replace Article 5.5 in its entirety with the following:
  - 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 o the CITY, the CONTRACTO, 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.

**Exhibit 5 – Special Provisions:**

1. Section 4-1.01 – General, change the time of completion to **150 working days**.
2. Section 10-1.16 – Maintaining Traffic, replace chapter 4 in its entirety with the following:

Construction activity requiring lane closures shall conform to the following restrictions;

  - **The travel way of main arterial and collector streets, including West and East Main Street, Mill Street, and Neal Street may be reduced to one 11 foot lane of traffic in both directions between the hours of 6:00 am and 9:00 pm, as necessary and subject to the approval of the Engineer.**
  - **The current road section of the closed section of Mill Street between Neal Street and Main Street can be fully closed in approximately 150 foot sections if safe pedestrian access on the sidewalks is maintained and the work area can be fully protected.**

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**END OF REVISIONS**

Issued By:



Bjorn P. Jones, PE  
Assistant City Engineer

1/14/22  
Date

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I HAVE READ AND UNDERSTAND THIS ADDENDUM

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Signature

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Bidder