



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

REQUEST FOR PROPOSALS AND QUALIFICATIONS FOR DESIGN-BUILD SERVICES

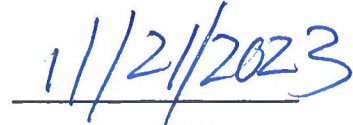
FOR

**CONDON PARK SKATEPARK
PROJECT NO.23-10**

Issued by:



Tim Kiser, City Manager



Date

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CITY OF GRASS VALLEY

CONDON PARK SKATEPARK PROJECT

PROJECT NO. 23-10

DESIGN-BUILD PROJECT SOQ/RFP

I. GENERAL INFORMATION

A. GENERAL

The City of Grass Valley (City) is requesting sealed Statements of Qualifications (SOQ's) and Proposals (collectively referenced herein as "Proposal" or "Request for Proposal") from Design-Build Teams interested in providing professional design and construction services for the City's CONDON PARK SKATEPARK (herein after referred to as "Project"). The Project will replace the existing skatepark with a new skatepark or rehab and expand the existing skatepark at Condon Park (660 Minnie Street, Grass Valley CA) and other miscellaneous park features.

All proposals must be received by the City of Grass Valley Engineering Division prior to **3:30 p.m. local time January 8, 2024**, at City Hall, 125 East Main Street, Grass Valley, CA 95945. Proposals received after said time will not be considered. To guard against premature opening, each proposal shall be submitted in a sealed package plainly marked as described below.

B. PROPOSAL SUBMISSION AND DEADLINE

Proposals shall be submitted with all documents required and properly signed by the Proposer. Proposals shall be delivered under sealed cover and plainly marked, as follows.

CITY OF GRASS VALLEY – CONDON PARK SKATEPARK PROJECT
DESIGN-BUILD PROJECT SOQ/RFP
DESIGN-BUILD TEAM'S NAME
DESIGN-BUILD TEAM'S ADDRESS
DESIGN-BUILD TEAM'S PRIMARY CONTACT PERSON, PHONE NUMBER, & EMAIL ADDRESS

The proposer's cost of services shall be submitted in a separate sealed envelope, included with the proposal package, with the firm's name and address along with the following title: Price Proposal: CONDON PARK SKATEPARK PROJECT. A breakdown of the CONDON PARK SKATEPARK PROJECT costs must be included with the overall project cost as directed elsewhere in this RFP.

Proposals may be mailed, or hand delivered to:

**Grass Valley City Hall
Attn: Zac Quentmeyer
City of Grass Valley, Engineering Division
125 East Main Street, Grass Valley, CA 95945**

Each Proposer shall carefully examine each term of this Request for Proposal (RFP); and each Proposer shall judge all the circumstances and conditions affecting his/her proposal. Failure on the part of any Proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Proposer did not understand the conditions of this Request for Proposal. Any proposal received after the date and time specified above shall not be considered.

The Proposer shall comply with all federal, state or local laws which apply to the services and products herein specified.

Submitting firms must have the ability to provide the full-range of services, or to team with subcontractors if necessary, to complete the design and construction phases of each component of the overall Project described in this RFP. A Class A – General Contractor License is required for the main construction contractor, or a combination of Class C8 – Concrete Contractor, C12 – Earthwork and Paving Contractor, and all other classes required by the categories and types of work included in the proposal.

Proposers will submit **three (3) printed copies** of their technical proposal marked clearly as previously described; **one (1) printed copy of the proposal**; and **one (1) electronic complete copy of the proposal package**, including cost of breakdown for the Project, in fully searchable pdf format on a USB drive. Each proposal must contain the sections as detailed in this RFP.

This solicitation for proposals does not commit the City of Grass Valley to enter into a Contract. The City of Grass Valley reserves the right to accept or reject any proposals, and to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals. The City may accept the proposal that it considers to be in the best interest of the City of Grass Valley, with or without negotiation.

The City reserves the right to waive any informality or minor irregularity when it is in the best interest of the City to do so, to negotiate for the modification of any proposal with mutual consent of the Proposer, to re-advertise for proposals if desired, and to accept the proposal which in the judgment of the City, even though it does not offer the lowest cost, is nevertheless deemed to offer the best value for the public and City. Any proposal which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection.

C. INQUIRIES / QUESTIONS

The proposer shall carefully examine this RFP and any addenda that may be posted on the City's website: www.cityofgrassvalley.com.

The proposer shall seek clarification of any ambiguity, conflict, omission or other error in this RFP, in writing. If the answer materially affects the RFP, the information will be incorporated into an addendum and distributed to all Proposers via the City's website. All addenda will be numbered in sequence, dated

as of the date of issue, and posted. It shall be the Proposer's responsibility to check the City's website to determine if any addenda have been posted prior to the submittal deadline.

No interpretations of the meaning of the RFP proposal documents will be made orally. All questions concerning this project shall be provided in writing according to the following Procurement Schedule. All questions must be received by the City, in the manner described below.

Faxes: To the attention of the Zac Quentmeyer, at (530) 274-4399
Emailed: To the attention of the Zac Quentmeyer, at: zacq@cityofgrassvalley.com
Mailed: City of Grass Valley, Engineering Division
Attn: Zac Quentmeyer, Project Manager
125 East Main Street,
Grass Valley, CA 95945

Questions may only be submitted to the City's Project Manager until **10:00 AM (PST) on January 3, 2024**. All questions will be answered and posted to the website by **January 4, 2024**.

II. PROJECT OVERVIEW

A. CITY OF GRASS VALLEY

This Request for Proposals is for Design-Build contract to replace the City's existing skatepark with a new skatepark or to rehabilitate and expand the existing skatepark located in Condon Park (600 Minnie Street, Grass Valley). The City has a budget of \$1,500,000 for this turnkey project which will include all design, surveying/mapping, engineering, public outreach, construction and all other actions required to provide a new/rehabbed skatepark ready for public use.

B. PROJECT OVERVIEW

This section provides a project overview for the Project to assist proposers with the minimum items the City will require be included in this Project:

- A concept that is focused on skateboarding but allows the potential impact of a mixed-use public skatepark, a sense of community, a quality street-skating environment, an engaging and aesthetically pleasing design, environmentally sustainable design, and a cohesive sense of place.
- Two Options are Required. Option #1 –Evaluate existing skatepark surfacing and skateboard elements. Provide a plan to rehab the existing skatepark and expand the footprint by approximately 5,000 square feet. Option #2 - Demo existing skatepark and rebuild a new skatepark in the existing footprint. If Option #2 is selected, this Project shall include the demolition of the existing 20,500 square foot skatepark.
- Preliminary engineering design
- Community outreach – please provide your suggested methods for community outreach (project website for public comments, public meetings, etc.)
- Identifying features to mimic natural street-skating and skatepark environments (including ledges, pads, banks, rails, stair-sets, and other natural transitions) as guided by the City and the community.
- Surveying, engineering, and design services for the construction of a skatepark for the Project, including community outreach, preliminary design, environmental documentation, engineering cost estimates, final design, plans and specifications, complete contract documents for bidding and other work as necessary to provide a complete Project.
- If required based on proposal, provide potential phasing of the project based on available funding.
- Construction bidding oversight.
- Engineering services during construction for compaction testing and to provide solutions if field conditions require a deviation from the approved plans and specs.
- Landscaping and irrigation are not included in the scope of work.

The proposed Project must meet the safety and standards for the latest design principles for skateboarders, scooters, and BMX riders to develop their skills. The skatepark should be designed to assist with the development of gross motor skills and to assist the physical fitness of children. The design shall be naturally integrated with the surrounding environment and feature a mix of street and transitional-style terrain, with elements designed for all age groups and ability levels. The design of the Project should draw and engage local users to the skatepark and should challenge both beginners and experienced users. The skatepark should be designed as a one-of-a-kind community attraction and should provide a signature skating experience for the City.

C. PROJECT SCOPE

At a minimum, the following main tasks are anticipated to be included in the scope of work for the selected Design-Build Team:

1. Planning: The Design-Build team will coordinate with the construction contractor to obtain all necessary permits and documents required for construction (traffic control, building permits etc.) prior to commencing construction activities. The design phase of the project will also include public outreach, review of proposed skatepark elements proposed based on public outreach, and final selection of facilities with City staff.
2. Project Management: Develop and implement a project design management strategy in accordance with the City and industry standards of care. At a minimum, tasks are to include:
 - a. Conduct a project team kick-off meeting.
 - b. Conduct weekly construction meetings.
 - c. Maintain a project design and construction schedule. The initial project schedule shall be prepared prior to the project team kick-off meeting and presented at that meeting.
 - d. Identify timing and constructability issues and provide preliminary construction sequence.
 - e. Provide progress reports.
 - f. Develop a bid quantity and itemized costs for each individual project component, i.e. detailed schedule of values.
 - g. Prepare and distribute meeting agendas and minutes.
 - h. Prepare monthly billing statements.
3. Quality Assurance/Quality Control: Material/quality control inspection and testing will be provided by the Contractor. The Contractor will be required to re-do all work that does not meet the design intent identified in the approved design, specifications and drawings at no additional cost to the City, unless otherwise accepted by the City. The Contractor will be responsible for ensuring quality control of its crew and subcontractors during construction.

The Design-Build team will include a special inspector as necessary to monitor and document all work progress and ensure construction compliance with approved plan design documents. The inspector will submit all findings, daily reports, and documentation of the project progress and monitoring to the City, including early identification of any specific issues or compliance concerns to the City.
4. Design: The Design-Build team will produce design drawings and specifications required for construction of each project component. The Design-Build team shall also adhere to the industry standard of care for such public facilities, and provide plans, specifications and details for a fully complete and operable final facility. The selected Team will be required to produce As-Built documents that show all improvements, including drawings, specifications, operation and maintenance manuals, submittals and documentation with English language interpretations.
5. Construction Management: The Design-Build team shall identify timing and constructability issues to the City and provide a preliminary proposed construction sequence.

6. Construction: Construction and other required work for each individual project component will be performed by the licensed contractor portion of the Design-Build team.
7. Disposal/Recycling: Waste AC, concrete, and other debris and waste products produced during construction will be disposed of or recycled appropriately by the Contractor.
8. Start-up and Operator Training: The Design-Build team will be required to provide training for City personnel in the proper operation and maintenance of the equipment and systems installed under this contract. All costs for training will be the responsibility of the Design-Build team.
9. Project Close Out – Project As-Builts shall be supplied to the City upon completion of all construction, prior to payment of the final project invoice.

D. PROJECT BUDGET

The Guaranteed Maximum Price (GMP) Design-Build budget for this project will be \$1,500,000. The GMP shall include all design and construction costs, contingencies, indirect and reimbursable expenses, taxes and fees to complete the project. This is the limit of the available project funding for the Design-Build team.

E. SCHEDULE

The City desires to execute the Design-Build agreement by **February 2024**. The design and permitting of the project should be completed by **June 2024, with construction completion by October 30, 2024**.

See the next section for details on the procurement schedule.

F. REFERENCE DOCUMENTS

Reference documents are included in the attached Special Provisions and Design-Build Contract, which the Proposer must adhere to.

III. PROCUREMENT INFORMATION

A. PROCUREMENT SCHEDULE

The procurement schedule for the Design-Build Services is as follows:

| Task | Date |
|--|----------------------------------|
| Issue Request for Qualifications (RFQ) & Proposals | November 22, 2023 |
| Deadline for Questions and Clarifications | January 3, 2024 at 10:00AM (PST) |
| Responses and Addenda Posted | January 4, 2024 |
| Statements of Qualification and Proposal Due | January 8, 2024 at 3:30PM (PST) |
| Interview Teams (Optional) | TBD |
| Award of Contract | February 13, 2024 (tentative) |
| City Issues Notice to Proceed (NTP) | March 5, 2024 (tentative) |
| Project Kick-Off Meeting | TBD |
| Construction Completion | TBD |
| Performance Guarantee Period | One Year from Final Acceptance |

B. PROPOSAL DOCUMENT OWNERSHIP AND CONFIDENTIALITY

All submitted SOQ documents will become the property of the City, and the City reserves the right to use proposal materials at its sole discretion. Proposal documents are subject to public inspection and disclosure under the California Public Records Act, except for any financial statements or proprietary information. The City will make the final determination on whether any requested content shall be withheld from public records.

C. CITY RIGHTS

The City reserves the right to:

- Terminate the RFQ/RFP process at any time
- Re-issue the RFQ/RFP if the City determines the SOQ/proposals received are non-responsive or the public interest is best served by reissuance
- Not conduct interviews for the shortlist process
- Modify the number of shortlisted teams
- Add or remove project components throughout the RFQ/RFP process based on budget issues or public outreach recommendations

D. OVERVIEW OF THE PROJECT DELIVERY PROCESS

The City's procurement process for the Project will follow the steps listed below:

1. Request for Design-Build Team Qualifications (RFQ) and proposals (RFP)
2. SOQ and proposal review process
3. Firm interviews (optional)
4. Firm recommendation
5. In-person meetings and negotiations as necessary
6. Submittal of final price proposal
7. Recommendation to City Council for selection
8. Execution of design-build agreement

E. OBLIGATION TO KEEP PROJECT TEAM INTACT

The Design-Build Team shall make every effort to keep the Key Team Members identified in the Design-Build Team's proposal forms intact throughout the project procurement and execution process. If a Key Team Member changes at any time during the procurement process, the Design-Build Team shall submit a formal request to change the Key Team Member and provide qualifications of the new Key Team Member proposed. The City reserves the right to reject the proposed Key Team Member, and the City may disqualify a team from consideration if the Key Team Member change is determined to be not equal to the original team proposed.

F. SKILLED AND TRAINED WORKFORCE COMMITMENT

The Design-Build entity shall not be prequalified or shortlisted unless the entity provides an enforceable commitment to the City that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeship occupation in the building and construction trades.

G. EXAMINATION REQUIREMENTS

Each Design-Build Team shall carefully examine the requirements of this SOQ/RFP. Each Design-Build Team shall meet all terms and conditions of the SOQ/RFP. By submitting a proposal, the Design-Build Team acknowledges acceptance of all provisions of the SOQ/RFP.

IV. SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

A. PROPOSAL ORGANIZATION

The Proposer shall provide information in accordance with the format requirements set forth in this section.

- Section 1: Acknowledgements and Qualifications
- Section 2: Proposal

Proposers shall submit their Proposals in sealed boxes or envelopes.

Narrative pages shall be 8-½ inches by 11 inches and shall be bound. The font shall be 12-point Times-New Roman or equivalent. Single line spacing is required for text. A clear and concise presentation of information is encouraged.

Proposals shall be in the English language and units of measurement shall be those used in the United States. Proposers shall incorporate graphics (e.g., diagrams and drawings) as necessary to clearly present their Proposals. Sales brochures are not desired unless directly related to the Proposal and referenced in the text. Audiovisual materials will not be accepted. The maximum number of pages that the Proposal shall contain is 30 (excluding attachments and exhibit forms).

B. ACKNOWLEDGEMENTS AND QUALIFICATIONS CONTENT

- **Proposal Transmittal Letter:** One Proposal Transmittal Letter shall be submitted from the Proposer, acknowledging, among other things, that the Proposer has completely reviewed and understands and agrees to be bound by the requirements of this SOQ/RFP. The Proposal Transmittal Letter and all attachments thereto must be signed by a representative of the Proposer who is empowered to sign it and to commit the Proposer to the obligations contained in the Proposal. If the Proposer is a partnership, the Proposal shall be signed by one or more of the general partners. If the Proposer is a corporation, an authorized officer shall sign his or her name and indicate his or her title beneath the full corporate name. Anyone signing the Proposal as an agent must file with it legal evidence of his or her authority to execute such Proposal.
- **Project Team Profile:** A complete project team profile of the proposer's Design-Build team shall be submitted. Proposers shall demonstrate their ability to undertake the Project by providing the technical experience and qualifications of the Proposer, its Significant Subcontractors, any additional team members with key experience related to the Project, and individual team members related to the design, construction, startup and testing of the Project.
- **Key Project Staff:** A list of key project staff indicating name of individual, and their role shall be submitted. Key project staff should include, but is not limited to: Project Manager, Project Superintendent, Construction Project Manager, Design Manager and Engineer of Record. For each key team member, a resume should be attached (no to exceed one single-sided page each).
- **Experience and Reference Projects:** The Proposer shall describe up to five of its most recently completed and relevant projects. This should include the General Contractor member's largest, or most similar, completed design-build project within the last five years. The projects may be public or private, but preferably located within California. A brief description of these selected projects shall be provided, including the history of operation, current status, and a description of the Proposer team's specific involvement in these project. Names and references must be current and verifiable.

C. PROPOSAL CONTENT

The Proposer shall provide the appropriate information in accordance with the content requirements set forth in the following Sections, and with the format requirements set forth in this section. Proposers are advised that, if selected, information contained in portions of Proposal will be included in or integrated into the Contract.

A detailed schedule of values per the project exhibits is required, with quantities, unit prices and total values matching the Bid Items costs.

Any exceptions to the contract or proposed scope of work must be explicitly stated and explained.

D. PROJECT SCHEDULE

The Proposer shall include a Project schedule that presents the major activities necessary to implement the Work. The schedule should commence with the Notice to Proceed and extend to completion of the Work. The Proposer should indicate proposed task start and finish dates, key interim Milestones, and proposed City meeting dates. The proposed schedule shall include all proposed major activities for completing the Work, including ordering and delivery of equipment requiring long lead times, and shall identify the interrelationship between tasks.

E. GENERAL INFORMATION

Proposals shall include the following qualification criteria in accordance with the City's Municipal Code Chapter 3.10 – Design Build Projects:

- Possession of all required licenses, registrations, and credentials in good standing that are required to design and construct the project.
- Submission of evidence establishing the design-build entity has the capacity to obtain all required payment and performance bonding, liability insurance, and errors and omissions insurance, as well as a financial statement demonstrating to the city's satisfaction that the design-build entity has the capacity to complete the project.
- Provision of a declaration that the applying members of the design-build entity have not had a surety company finish work on any project within the past five years.
- Provision of a declaration providing detail for the past five years concerning all of the following:
 1. Civil or criminal violations of the Occupational Safety and Health Act against any member of the design-build entity;
 2. Civil or criminal violations of the Contractors' State License Law against any member of the design-build entity;
 3. Any conviction of any member of the design-build entity of submitting a false or fraudulent claim to a public agency;
 4. Civil or criminal violations of federal or state law governing the payment of wages, benefits, or personal income tax withholding, or of Federal Insurance Contributions Act (FICA) withholding requirements, state disability insurance withholding or unemployment insurance payment requirements against any member of the design-build entity. For purposes of this section, only violations by a design-build entity member as an

employer shall be deemed applicable, unless it is shown that the design-build entity member, in his or her capacity as an employer, had knowledge of a subcontractor's or employee's violations or failed to comply with the conditions set forth in Section 1775(b) of the State Labor Code;

5. Civil or criminal violations of federal or state law against any design-build entity member governing equal opportunity employment, contracting or subcontracting;
 6. Any construction or design claim or litigation totaling more than fifty thousand dollars pending or settled against any member of the design-build entity over the last five years;
 7. Any debarment, disqualification or removal from a federal, state, or local government public works project. Provision of a declaration that the design-build entity will comply with all other provisions of law applicable to the project. The declaration shall state that reasonable diligence has been used in its preparation and that it is true and complete to the best of the signer's knowledge.
- In the case of a partnership or other association that is not a legal entity, a copy of the agreement creating the partnership or association and specifying that all partners or association members agree to be fully liable for the performance under the design-build contract.
 - Design build team identification.
 - List of subcontractors, subject to conditions in subdivision E below.

F. PROPOSAL FORMAT

The proposal should be limited to specific discussions of the elements outlined in this SOQ/RFP. The intent of the RFP is to encourage responses which meet the stated requirements, and which propose the best methods to accomplish the work within the stated budget. The proposal should follow the general outline in the order shown below:

- **Project Team:** An organizational chart depicting the principal staff and subconsultants proposed by the firm and the expected time allocated to each team member. A brief summary of the qualifications and experience of each team member, including their length of service with their firm and a resume.
- **Technical Approach:** The firm's proposed work plan and task description of how the firm will comply with the proposed scope of work. A discussion of what tasks may be coordinated with sub-consultants and the firm's ability to complete potential future tasks.
- **Work Listing:** The city recognizes that the design-build entity is charged with performing both design and construction. Because a design-build contract may be awarded prior to the completion of the design, it is often impractical for the design-build entity to list all subcontractors at the time of the award.
 - A. All of the following requirements shall apply to subcontractors, licensed by the state that are employed on design-build projects undertaken pursuant to this chapter.

- 1) The design-build entity in each design-build proposal shall specify the construction trades or types of subcontractors that may be named as members of the design-build entity at the time of award. In selecting the trades that may be identified as members of the design-build entity, the design-build entity shall identify the trades deemed essential in the design considerations of the project. All subcontractors that are listed at the time of award shall be afforded the protection of all applicable laws.
- 2) All subcontracts that were not listed by the design-build entity at the time of award in accordance with subsection (A)(1) of this section shall be performed and awarded by the design-build entity in accordance with a bidding process set forth in the design-build agreement.
- 3) In a contract between the design-build entity and a subcontractor, and in a contract and any subcontractor thereunder, the percentage of the retention proceeds withheld may not exceed the percentage specified in the contract between the city and the design-build entity. If the design-build entity provides written notice to any subcontractor who is not a member of the design-build entity, prior to or at the time that the bid is requested, that a bond may be required and the subcontractor subsequently is unable or refuses to furnish a bond to the design-build entity, then the design build entity may withhold retention proceeds in excess of the percentage specified in the contract between the city and the design-build entity from any payment made by the design-build entity to the subcontractor.

- **Exceptions and Additions:** Describe any proposed exceptions, alterations or additions to the Scope of Services or other requirements of this SOQ/RFP, including the standards Professional Service Agreement.

G. LAYOUT DRAWINGS, 3D RENDERINGS OF THE SKATEPARK, SCHEDULE OF VALUES FOR THE CONDON PARK SKATEPARK

Proposers shall provide a design-build concept for the Project within the City's proposed budget of \$1,500,000. The design-build concept shall include elements identified in this proposal at a minimum. The proposal for the Project shall contain the following items:

- Layout drawings showing the proposed skatepark and facility locations.
- 3D Color renderings of skatepark design.
- Cost Estimate for the Design-Build project, including an itemized breakdown by element of the project. A detailed schedule of proposed costs shall be provided as part of this proposal, submitted in a separate sealed envelope.

V. EVALUATION AND RANKING PROPOSALS

Following the Proposal conformance and Minimum Qualifications review, the Selection Committee will evaluate the Proposals in accordance with evaluation criteria set forth herein. The City, at its sole discretion, shall have the right to seek written clarifications from any of the Proposers in order to fully understand the nature of the submittals and evaluate the Proposers. The City shall have the sole and final authority to evaluate the submitted Proposals and to determine the ranking of Proposers.

Minimally qualified proposals will be evaluated and may receive up to a maximum of 100 points. The maximum possible points under each evaluation criterion are set forth below in Table V-1. The evaluation criteria are described below. The subcriteria are also described but are not necessarily listed in order of importance and are not necessarily of equal weight.

| Table V-1 | |
|---|---------------|
| Evaluation Criteria | Points |
| Team Qualifications for Design-Build Projects | 30 |
| Technical Approach to Design-Build Projects | 45 |
| Layout Drawings, 3d Renderings of the Skatepark | 25 |
| Total | 100 |

A. PROPOSER TEAM QUALIFICATIONS FOR DESIGN-BUILD PROJECTS

Under these criteria, Proposers will be evaluated based upon their experience and qualifications in providing services similar to the proposed Work. The Proposer Qualifications criteria include the sub-criteria presented in Table A-1.

| TABLE A-1 QUALIFICATIONS CRITERIA | |
|--|---|
| Subcriteria | Evaluation Factors |
| Team Structure, Management and Working History | Soundness of team and management structure. Previous working relationships of the Proposer's team members, if any. |
| Experience and Past Performance | Design and construction experience and past performance on similar projects. Understanding of project requirements, issues, and challenges. |
| Key Project Staff Experience and Ability of Professional Personnel | Proposers shall be evaluated based on the strength of "key project staff" as well as the depth of experienced staff resources available within the Proposer structure, including: Design experience and past performance on similar projects. Construction experience and past performance on similar projects. Alternative contracting experience (Design-Build) and past performance on similar projects. |

B. TECHNICAL APPROACH FOR DESIGN-BUILD PROJECTS

The Technical approach will be evaluated on the Proposer's ability to meet the performance requirements and provide the Work described in the RFQ/RFP. The Technical Evaluation Criteria include the following sub criteria presented in Table B-1.

| TABLE B-1 TECHNICAL APPROACH CRITERIA | |
|---------------------------------------|---|
| Subcriteria | Evaluation Factors |
| Project Implementation | Approach to be followed and tasks to be performed. The Proposer shall describe the partnering approach that will be used during various phases of the Project and describe the proposed degree and nature of involvement of City and Proposer staff. |
| Design/Build | Description of the design firm(s) process of taking existing concepts to final design with a government agency involvement. Description of how the construction organizations will be integrated with the design organization during all phases of design in order to promote constructability, value engineering and efficiency of design and construction. Description of the Proposer's procedures to identify any potential causes of unacceptable design-build Work. |
| Project Schedule | Demonstrated understanding of the activities and sequencing necessary to complete the Project. |

C. TEAM INTERVIEWS (OPTIONAL)

The City, at its sole discretion, may conduct interviews of some or all of the proposal teams (shortlisted teams) to: 1) meet the team(s), 2) confirm or adjust scores based on the written Proposals, and 3) in the case of a tie between shortlisted teams, select the best apparent team for the Project.

VI. SELECTION PROCEDURE

Responses to this RFQ/RFP will be reviewed by the City and City representatives. Evaluation of the proposals shall be a competitive selection, based on the basis of overall best value to the City and not on price alone. The City shall have absolute discretion to determine the applicability and weight or relative weight of some or all of the criteria listed in the previous sections and is not required to select the lowest monetary bidder.

It is understood that if the Proposer to whom any award is made fails to enter into a contract, the award may be made to the next best Proposer, who shall be bound to perform as if she/he received the award in the first instance.

The City reserves the right to reject any or all proposals and any item or items therein, and to waive any non-conformity of proposals with this RFP/RFP, whether of a technical or substantive nature, as the interest of the City may require.

All price bids in the proposal shall include federal, state, local and other taxes. Nothing contained in this RFQ/RFP shall create any contractual relationship between the proposing Proposer and the City. The City accepts no financial responsibility for costs incurred by any proposing Proposer regarding this RFP. All Proposers will receive notification indicating acceptance or rejection of their proposal.

Subcontractors are the responsibility of the selected Proposer and there will be no contractual relationship between the subcontractor and the City.

Submission of a proposal will be deemed a binding offer to enter into a contract on the terms contained therein for 90 days from the proposal opening.

VII. TERMS AND CONDITIONS

A. CONFLICT OF INTEREST

Except for items that are clearly promotional in nature, mass produced, trivial in value and not intended to invoke any form of reciprocation, employees of the City of Grass Valley may not accept gratuities, entertainment, meals, or anything of value whatsoever from current or potential suppliers. The offer of such gratuity to any employee of the City shall be cause for declaring such supplier to be an irresponsible bidder and preventing them from bidding.

B. SIGNED SUBMISSION OF PROPOSALS

The submission of proposals must be signed in longhand by the offeror with his/her usual signature. Submission of proposals by partnerships must be signed with the partnership name by the principal partner, followed by the signature and designation of partner signing; submission of proposals by corporations must be signed with legal name of corporation of president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall be typed or printed below the signature.

C. ADDENDUM OF THE RFP

If it becomes necessary to revise any part of this SOQ/RFP, an addendum will be provided in writing to all offerors via the City's website. All addenda issued during the time of bidding will be incorporated into any resulting contract.

D. LATE SUBMISSION OF PROPOSALS

Any submission of proposals received after the due date and time specified in SOQ/RFP will not be considered.

E. WITHDRAWAL OF SUBMISSION OF PROPOSALS

Any service provider may withdraw his/her submission of proposals, either personally or by written or facsimile request at any time prior to the time set for the proposals' opening, provided that written confirmation of any facsimile withdrawal of the signature of the service provider is placed in the mail and postmarked prior to the time set for the opening thereof.

Negligence on the part of the service provider in preparing his/her submission of proposals confers no right of withdrawal or modification of his/her submission after such submission has been opened.

F. LETTERS OF OBJECTION

Any offeror believing that any part of the RFQ/RFP, including the specifications and/or the evaluation procedures, is discriminatory against the offeror or precludes the offeror from being given reasonable consideration in the evaluation process must submit a letter five (5) days prior to the scheduled opening date specified in the cover letter, to the City's Purchasing Manager clearly stating the specific objection and the areas of concern to the offeror and including proposed method for resolution of such objections. Offerors are cautioned that any such objections not timely raised in the manner specified herein shall not be considered. The City, upon timely receipt of any such letter of objection, shall consider the offeror's objection and, when in the opinion of the City, a modification of the SOQ/RFP shall service the best interest of the City; revisions to the SOQ/RFP, in the form of a written addendum shall be issued to all offerors.

G. PUBLIC INFORMATION

After the date specified for the opening of the SOQ/RFP, all materials received relative to this proposal will become public information and be available for inspection. The City reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged to be responsive.

H. SERVICE PROVIDER'S COST TO DEVELOP PROPOSAL

Costs for developing proposals in response to this RFP are entirely the obligation of the service provider and shall not be chargeable in any manner to the City of Grass Valley.

I. PROPOSAL VALIDITY PERIOD

Submission of a proposal will signify the supplier's Agreement that his/her proposal is valid for at least ninety (90) days from the date of opening.

J. PERMITS & LICENSES

Proposer shall secure and maintain in force during the period covered by any contract resulting from this specification all licenses and permits required by law for the operation of their business, including a City of Grass Valley business license.

K. BOOKS AND RECORDS

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

L. ACCESS TO BOOKS AND RECORDS

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

M. CONTRACT TERMS AND CONDITIONS

Proposer shall agree to all terms and conditions identified in the attached sample contract, including adherence to terms of indemnity, insurance and project bonding requirements.

EXHIBITS

The information provided in Exhibits 1-4 is not guaranteed to be accurate. It is the responsibility of the proposer to verify all information.

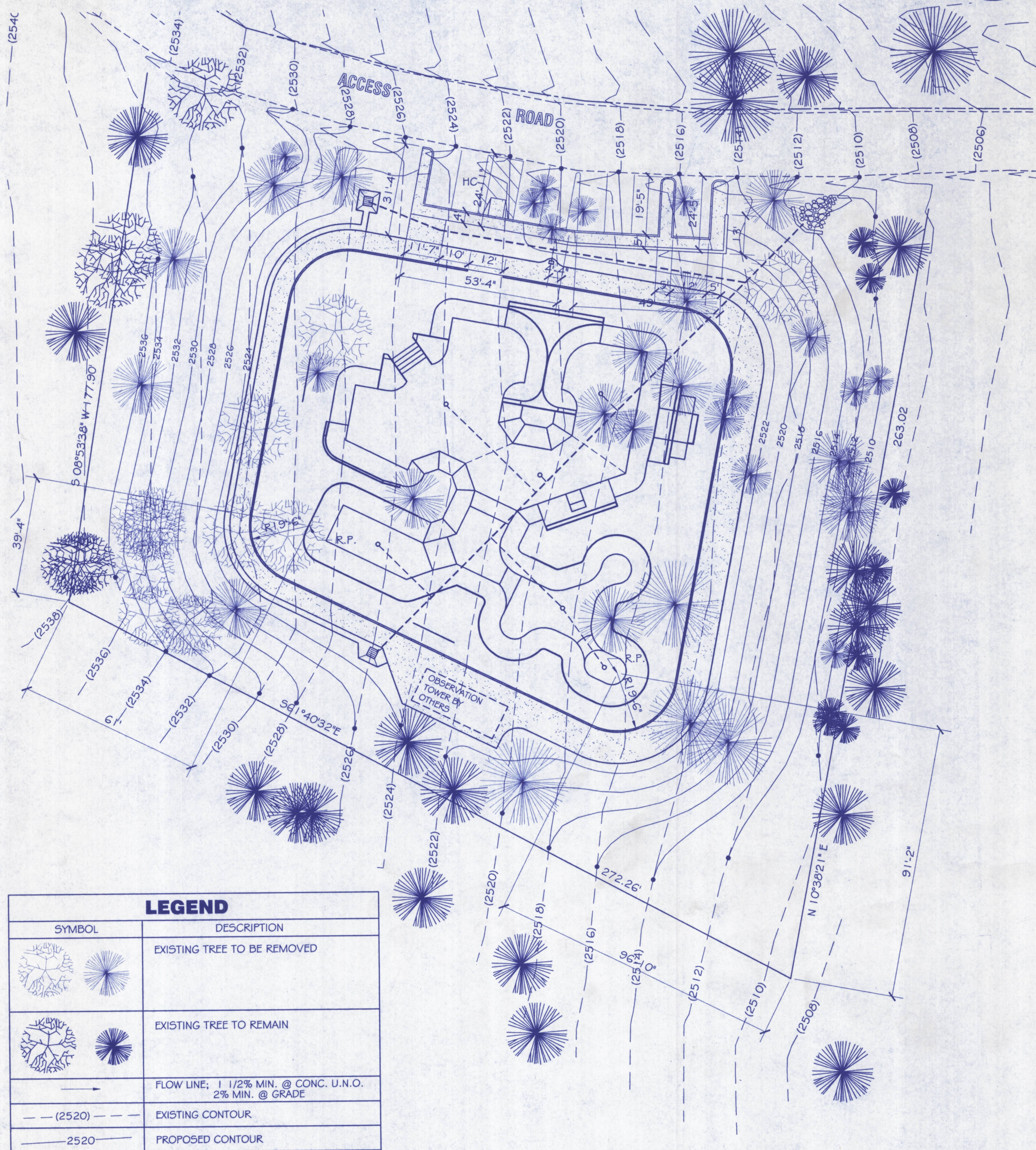
Exhibit 1: Existing Skate Park Plans

Exhibit 2: Pictures of Existing Skate Park

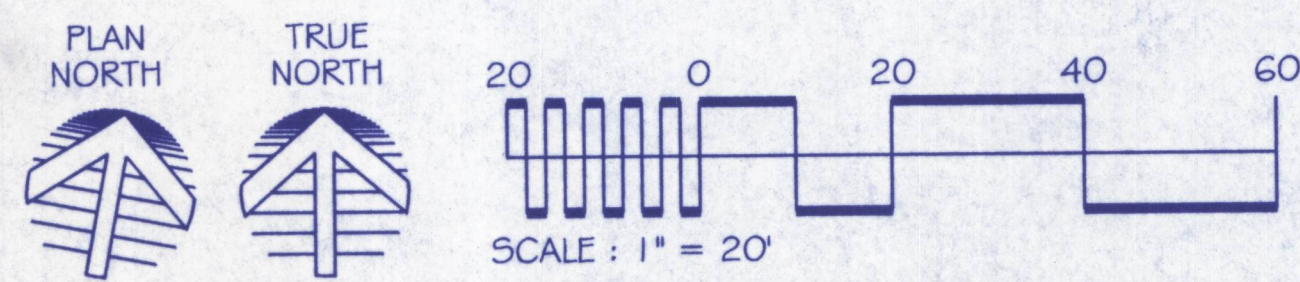
Exhibit 3: Mandatory Subcontract/MOU Language for BSCC (Prop 64) Grantees

Exhibit 4: Design-Build Contract

Grass Valley Skatepark, Grass Valley, California



| LEGEND | |
|--------|--|
| SYMBOL | DESCRIPTION |
| | EXISTING TREE TO BE REMOVED |
| | EXISTING TREE TO REMAIN |
| | FLOW LINE; 1 1/2% MIN. @ CONC. U.N.O. 2% MIN. @ GRADE |
| | EXISTING CONTOUR |
| | PROPOSED CONTOUR |



SITE PLAN

Project Directory

Landscape Architect:

Wormhoudt Landscape Architecture
849 ALMAR AVE. C-280
SANTA CRUZ, CA 95060
PHONE: 831.426.8424
FAX: 831.426.8411

General Notes

1. ALL CONCRETE SHALL BE 5" THICK WITH #4 REINFORCING BARS @ 12" O.C., BOTH DIRECTIONS.
2. ALL BASE ROCK SHALL BE 3/4" CLASS 2-AB, 4" DEPTH, UNLESS NOTED OTHERWISE.
3. ALL EDGES AND CORNERS OF CONCRETE FEATURES SHALL HAVE 3/4" RADII, UNLESS NOTED OTHERWISE.
4. CONTRACTOR SHALL VERIFY AND COORDINATE FINISH GRADES AND CURB EDGES WITH SITE CONDITIONS. CONTRACTOR SHALL IMMEDIATELY REPORT ANY CONFLICTS OR DISCREPANCIES TO THE LANDSCAPE ARCHITECT.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY RAIN WATER OR DEBRIS FROM THE PROJECT SITE, AS NEEDED, DURING CONSTRUCTION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING GROUND ELEVATIONS AND OVERALL TOPOGRAPHY OF THE SITE, AS WELL AS, ALL SITE DIMENSIONS PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT IN WRITING OF ANY DIFFERENCES IN TOPOGRAPHY OR SITE DIMENSIONS THAT DIFFER FROM THOSE SHOWN ON THE PLANS.
7. THE CONTRACTOR SHALL ESTIMATE EARTHWORK QUANTITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ARRANGE FOR IMPORT OR EXPORT OF SOIL MATERIALS AS REQUIRED TO COMPLETE THE GRADING AS SHOWN ON THE PLANS. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR ANY EXPORT OR IMPORT REQUIRED.
8. THE CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING IMPROVEMENTS WITH A SMOOTH TRANSITION TO EXISTING GRADES AND TO AVOID ANY ABRUPT OR APPARENT CHANGES IN GRADES OR CROSS SLOPES, LOW SPOTS OR HAZARDOUS CONDITIONS.
9. ANY CHANGES OR DEVIATIONS IN THESE PLANS WITHOUT WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT SHALL ABSOLVE THE LANDSCAPE ARCHITECT OF ANY AND ALL RESPONSIBILITY OF SAID CHANGE OR DEVIATION.
10. WRITTEN DIMENSIONS ARE TO TAKE PRECEDENCE OVER SCALED DIMENSIONS. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES FOUND IN THE FIELD.
11. REFER TO SPECIFICATIONS FOR CONCRETE EXPANSION AND CONTROL JOINT INFORMATION.

Vicinity Map

N.T.S.



List of Drawings

| | |
|-----|-----------------------------------|
| T-1 | TITLE SHEET |
| L-1 | CONSTRUCTION PLAN |
| L-2 | HARDSCAPE GRADING & DRAINAGE PLAN |
| L-3 | SOFTSCAPE GRADING & DRAINAGE PLAN |
| L-4 | DETAILS |
| L-5 | DETAILS |
| L-6 | DETAILS |

Abbreviations

| | | | |
|--------|------------------------|--------|------------------------|
| @ | CONC. | AT | CONCRETE |
| CL | CENTER LINE | CL | CENTER LINE |
| DIAM. | DIAMETER | DIAM. | DIAMETER |
| D.D. | DECK DRAIN | D.D. | DECK DRAIN |
| GALV. | GALVANIZED | GALV. | GALVANIZED |
| H.P. | HIGH POINT | H.P. | HIGH POINT |
| I.D. | INSIDE DIAMETER | I.D. | INSIDE DIAMETER |
| MAX. | MAXIMUM | MAX. | MAXIMUM |
| MIN. | MINIMUM | MIN. | MINIMUM |
| N.I.C. | NOT IN CONTRACT | N.I.C. | NOT IN CONTRACT |
| R. | RADIUS | R. | RADIUS |
| R.P. | RADIUS POINT | R.P. | RADIUS POINT |
| REBAR | STEEL REINFORCING BAR | REBAR | STEEL REINFORCING BAR |
| TC | TOP OF CURB | TC | TOP OF CURB |
| T.O.W. | TOP OF WALL | T.O.W. | TOP OF WALL |
| T.P. | TANGENT POINT | T.P. | TANGENT POINT |
| TYP. | TYPICAL | TYP. | TYPICAL |
| U.N.O. | UNLESS NOTED OTHERWISE | U.N.O. | UNLESS NOTED OTHERWISE |
| W/ | WITH | W/ | WITH |
| N.T.S. | NOT TO SCALE | N.T.S. | NOT TO SCALE |
| O.C. | ON CENTER | O.C. | ON CENTER |
| VERT. | VERTICAL | VERT. | VERTICAL |
| BOT. | BOTTOM | BOT. | BOTTOM |
| ALT. | ALTERNATE | ALT. | ALTERNATE |
| CONT. | CONTINUOUS | CONT. | CONTINUOUS |
| THK. | THICK | THK. | THICK |
| TS | TUBULAR STEEL | TS | TUBULAR STEEL |

| | |
|---|------------|
| X | DETAIL NO. |
| 3 | SHEET NO. |

Wormhoudt
Landscape Architecture
849 Almar Avenue C-280
Santa Cruz, CA 95060
Tel: 831.426.8424
Fax: 831.426.8411

revisions



Grass Valley Skatepark
Grass Valley, California

date: 10.15.99
checked: Z.A.W.
drawn: C.J.P.
scale: AS NOTED

TITLE SHEET

drawing number
T-1
of 7 sheets

City Dwg No. 1841

Grass Valley Skatepark
Grass Valley, California

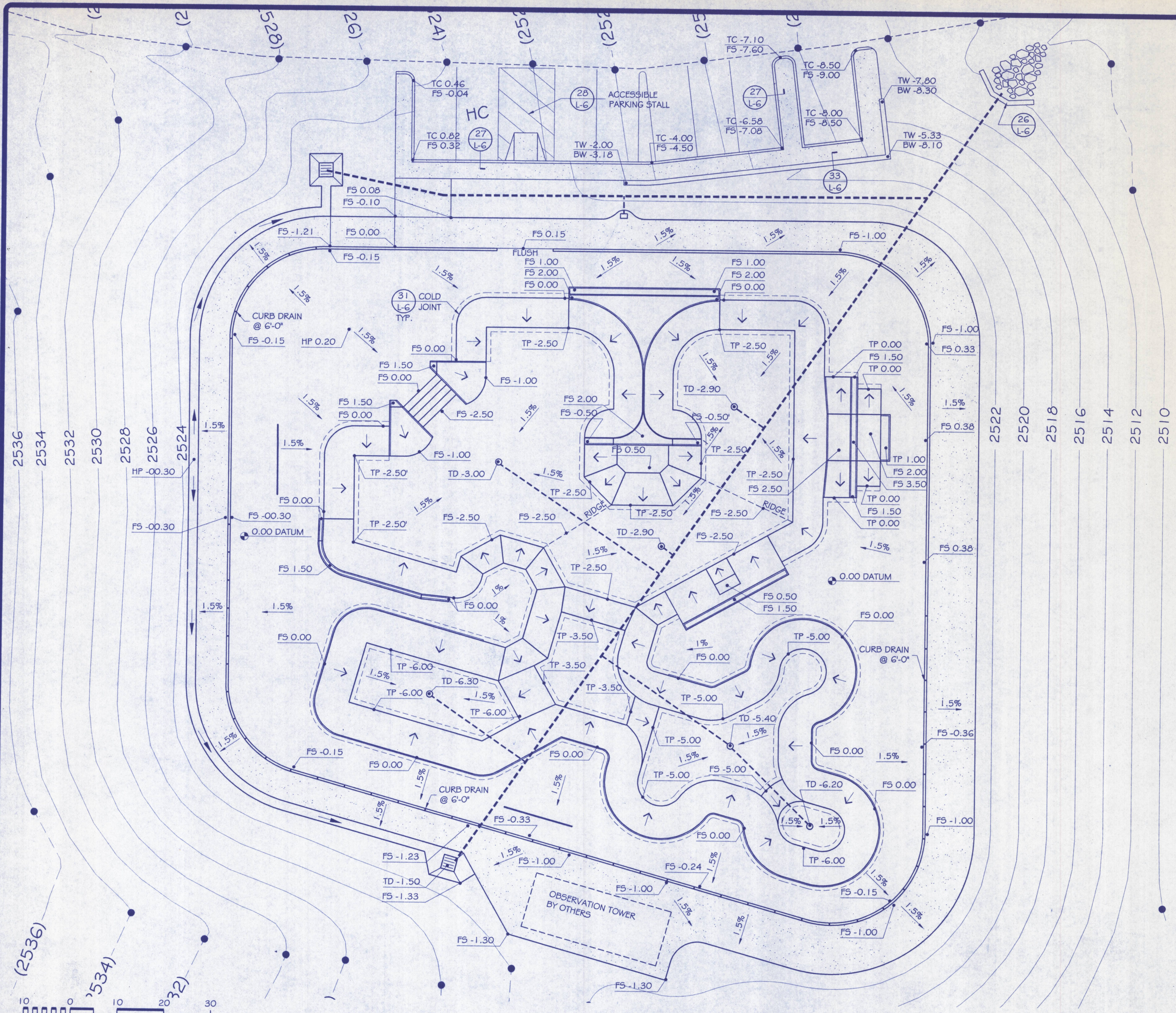
| |
|---------------------------|
| date: 10.15.99 |
| checked: Z.A.W. |
| drawn: C.J.P. |
| scale: 1" = 10'-0" |

HARDSCAPE GRADING & DRAINAGE PLAN

drawing number

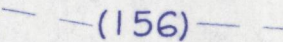
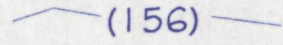
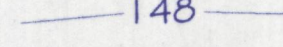

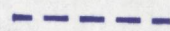
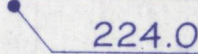

L-2

of 7 sheets



HARDSCAPE GRADING & DRAINAGE PLAN

- NOTES:**
-
1. 0.00 DATUM = ELEVATION 2524.00
 2. REFER TO SOFTSCAPE GRADING PLAN, SHEET L-3 FOR REMAINDER OF GRADING INFORMATION.

| GRADING & DRAINAGE LEGEND | |
|---|--|
| SYMBOL | DESCRIPTION |
|  (156) | EXISTING CONTOUR TO BE REMOVED |
|  (156) | EXISTING CONTOUR TO REMAIN |
|  148 | PROPOSED CONTOUR |
|  | 12"Ø CMP DRAINLINE |
|  | 6"Ø SCHED 40 PVC DRAINLINE |
|  224.0 | SPOT ELEVATION |
|  | FLOW LINE; 1 1/2" MIN. @ CONC. U.N.O. 2% MIN. @ GRADE |
| TW | TOP OF WALL ELEVATION |
| TD | TOP OF DRAIN GRATE ELEVATION |
| BW | BOTTOM OF WALL ELEVATION |
| TC | TOP OF CURB ELEVATION |
| FS | FINISHED CONCRETE SURFACE ELEVATION |
| TP | TANGENT POINT ELEVATION |
| HP | HIGH POINT ELEVATION |



Herb Shop Records

Spencer Construction

Grass Valley Skatepark
Donor: Michael Peterson and Heather
Donor: Todd and Janice Taylor

GRASS VALLEY SKATEPARK
RULES AND REGULATIONS
1. NO SKATING AFTER DARK
2. NO SKATING WHILE DRUNK OR UNDER THE INFLUENCE OF DRUGS
3. NO SKATING WHILE WEARING A HAT OR ANY OTHER HEADWEAR
4. NO SKATING WHILE WEARING SHOES THAT ARE NOT DESIGNED FOR SKATING
5. NO SKATING WHILE WEARING SLIPPERS, SANDALS, OR ANY OTHER UNSUITABLE FOOTWEAR
6. NO SKATING WHILE WEARING JEWELRY OR ANY OTHER ACCESSORIES
7. NO SKATING WHILE WEARING A COAT OR ANY OTHER CLOTHING THAT COULD GET CAUGHT IN THE WHEELS
8. NO SKATING WHILE WEARING A BAG OR ANY OTHER BAGGAGE
9. NO SKATING WHILE WEARING A PHONE OR ANY OTHER ELECTRONIC DEVICE
10. NO SKATING WHILE WEARING A CAMERA OR ANY OTHER PHOTOGRAPHIC EQUIPMENT
11. NO SKATING WHILE WEARING A VIDEO CAMERA OR ANY OTHER VIDEO EQUIPMENT
12. NO SKATING WHILE WEARING A RECORDING DEVICE OR ANY OTHER AUDIO EQUIPMENT
13. NO SKATING WHILE WEARING A TOOL OR ANY OTHER SHARP OBJECT
14. NO SKATING WHILE WEARING A FIREARM OR ANY OTHER WEAPON
15. NO SKATING WHILE WEARING A POISONOUS OR FLAMMABLE SUBSTANCE
16. NO SKATING WHILE WEARING A CORROSIVE OR IRRITANT SUBSTANCE
17. NO SKATING WHILE WEARING A RADIOACTIVE SUBSTANCE
18. NO SKATING WHILE WEARING A BIOLOGICAL HAZARD
19. NO SKATING WHILE WEARING A CHEMICAL HAZARD
20. NO SKATING WHILE WEARING A NUCLEAR HAZARD
21. NO SKATING WHILE WEARING A BIOHAZARD
22. NO SKATING WHILE WEARING A CHEMICAL WASTE
23. NO SKATING WHILE WEARING A RADIOACTIVE WASTE
24. NO SKATING WHILE WEARING A BIOLOGICAL WASTE
25. NO SKATING WHILE WEARING A CHEMICAL WASTE
26. NO SKATING WHILE WEARING A RADIOACTIVE WASTE
27. NO SKATING WHILE WEARING A BIOLOGICAL WASTE
28. NO SKATING WHILE WEARING A CHEMICAL WASTE
29. NO SKATING WHILE WEARING A RADIOACTIVE WASTE
30. NO SKATING WHILE WEARING A BIOLOGICAL WASTE

Grass Valley Skatepark
Donor: Brian and Renée Smith
Donor: Praline Youth and is Will Proper

PLEASE REPORT
FACILITY PROBLEMS
TO THE CITY OF GRASS VALLEY

WELCOME TO THE GRASS
VALLEY SKATEPARK



WE HOPE YOU ENJOY THIS FACILITY WHICH WAS CREATED IN
PARTNERSHIP WITH OUR COMMUNITY. PLEASE OBSERVE THE
RULES, RESPECT THE PARK, AND HAVE FUN!











EXHIBIT 3

MANDATORY SUBCONTRACT / MOU LANGUAGE FOR BSCC GRANTEES

Grant recipients awarded funding through the Board of State and Community Corrections (BSCC) **must** include specific language in all subcontracts/Memorandums of Understanding (MOUs) that use these monies for grant-funded project activities and expenditures. The following narrative is required, per contract with the BSCC:

Non-Discrimination Clause and Civil Rights Compliance: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

Books and Records: Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

Access to Books and Records: Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

Project Access: Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff, and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

EXHIBIT 4

CONTRACT NO.

CITY OF GRASS VALLEY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

DESIGN-BUILD 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: CONDON PARK SKATEPARK NO. 23- 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

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:
 - Project Plans for this Project developed in accordance with the Proposal
 - Special Provisions developed in accordance with the Proposal
 - City of Grass Valley Improvement Standards (latest edition)
 - Caltrans Standard Specifications, (latest edition)
 - Caltrans Standard Plans, (latest edition)
 - 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 **166 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, (latest edition)

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 and/or the Grass Valley School District 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 and/or the Grass Valley School District, 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 and/or the Grass Valley School District, 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 and/or the Grass Valley School District 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 and/or the Grass Valley School District 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.

9.7. CONTRACTOR shall comply with the following provisions

- Public Contract Code § 6109 prohibits a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- Public Contract Code § 9204 requires the City and contractors to follow a claims resolution process for public works contract disputes.
- Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
- Public Contract Code §§ 10263, 22300 which allow CONTRACTOR to substitute securities for any monies withheld by the AGENCY to ensure performance under the Contract.
- CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to AGENCY under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of AGENCY. In addition, pursuant to Government Code Section 8546.7, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of AGENCY or as part of any audit of AGENCY, for a period of three (3) years after final payment under the Agreement.

9.8. CONTRACTOR shall comply with the Required Federal Contract Clauses set forth in Attachment 6 to this Agreement and incorporated herein by this reference.

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.
- 13.2. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813 as follows:

Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to AGENCY \$200.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

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

17 BID ITEMS

| BID ITEM | DESCRIPTION | TOTAL COST |
|-------------|-------------|------------|
| 1 | | |
| 2 | | |
| 3 | | |

TOTAL COST _____ **\$**

- (1) Costs are to be all inclusive, including materials, labor, shipping, tax, etc.
(2) A detailed schedule of values will be required.

Name of Contractor/Company _____

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

"CITY"

CITY OF GRASS VALLEY

By: _____
Jan Arbuckle, Mayor

Date: _____

Award of Contract No. _____

By the City Council On:

Date: _____

APPROVED AS TO PROCEDURE

By: _____
Tim Kiser, PE
City Manager

Date: _____

APPROVED AS TO FORM

By: _____
Michael G. Colantuono
City Attorney

Date: _____

ATTEST:

By: _____
Taylor Day
Deputy 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:

CONDON PARK SKATEPARK NO. 23-10

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 **CONDON PARK SKATEPARK PROJECT NO. 23-10** 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, DIR number, and designate the portion or percentage of work to be performed by the Subcontractor, to whom the bidder proposes to subcontract portions of 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 ten thousand dollars (\$10,000.00) whichever is greater.*

| Subcontractor Name, Address and Email | License Designation Number | DIR Number | Description of Portion of Work Contracted | % of Contract Work | Dollar Amount of Work |
|--|---|-----------------------|--|-----------------------------------|----------------------------------|
| | | | | | |
| | | | | | |
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