



City of Grass Valley  
125 East Main Street  
Grass Valley, CA 95945  
[www.cityofgrassvalley.com](http://www.cityofgrassvalley.com)

# **CITY OF GRASS VALLEY**

REQUEST FOR PROPOSALS

FOR

**Residential and Commercial Landscaping and  
Lighting District – Landscape Maintenance Services**

Release Date: September 18, 2025

**Submittal Deadline: October 14, 2025, 5:00 PM**

# **REQUEST FOR PROPOSALS**

## **I. INTRODUCTION AND BACKGROUND**

The City of Grass Valley is in the central/western portion of Nevada County, California, approximately 30 miles east of Marysville and about 20 miles north of Auburn. Grass Valley is a historic gold mining town which incorporated as a Charter City in 1893. As western Nevada County's economic hub, the City provides a full range of services.

The City of Grass Valley is responsible for the management of Landscaping and Lighting (L&L) Districts citywide, including six (6) Residential and two (2) Commercial Zones. L&L Districts are a funding mechanism used to pay for landscaping, lighting and other improvements and services in public areas. As a form of benefit assessment, they are funded by levies placed on the property tax bills each year in a defined area of benefit and collected by the City to pay for improvements and services in those areas.

The City of Grass Valley is seeking sealed proposals from qualified landscape maintenance contractors to perform and oversee the maintenance, servicing and upkeep of all eight district areas. This Request for Proposals (RFP) includes a complete description of the scope of work anticipated, proposal requirements, instructions and selection criteria, and a schedule for the proposed work.

## **II. SCOPE OF WORK**

The Scope of Services shall include the maintenance and servicing of landscaping and associated improvements, as delineated on the original L&L improvement plans, as shown and described in this RFP, as modified through replacement or downsizing efforts over the years, as specified in the City Improvement Standards and as directed by the Engineer.

The scope of work to be performed under contract with the City includes, but is not limited to, labor, services, and furnishing of all materials, tools, equipment, supplies and transportation necessary for the ordinary upkeep and care of the landscape areas ("Zones"); to the extent generally described, as deemed necessary by the Contractor and as practical based on the varied annual funding of each zone.

The Contractor is expected to propose a reasonable base cost of services for routine maintenance of each zone. Unforeseen repairs, replacements, added planting, irrigation or improvement work will be billed at time and materials rates or negotiated as one-time contract increases based on the work involved. For several of the zones it is desired that after first achieving an acceptable, beautified appearance within the available zone budget, that the collected assessments would then be sufficient to grow a fund balance, such that every two to three years a one-time improvement project would be undertaken by the Contractor. Thus, the total annual contract amount of work and the scope of services may well vary year over year as conditions and funding dictate.

Frequency of service will likely also vary by L&L Zone and is at the contractor's discretion as needed to accomplish the scope of services requested. Some zones may require multiple visits in a week, most are expected to be maintained with weekly visits and some may only require monthly or quarterly service. The selected contractor shall provide the City with an annual schedule and coordinate with the City on regular service visit days and times.

The following is the name and brief description of each L&L Zone:

### **Residential Zone 1: Morgan Ranch**

The Morgan Ranch Zone consists of the main entryway and frontage of one of the City's more prominent and largest residential developments along Morgan Ranch Road and Ridge Road. The zone is relatively well funded, with assessments collected from 384 property owners, but has been scaled back significantly from its original expansive planting plan to keep costs within the available budget and now requires a refresh in places. Plans have been prepared by the City's landscape architect to replant and rehabilitate portions of the zone as funding allows.

Work in this zone includes the installation, maintenance and servicing of landscaping and associated improvements, as delineated on the plans attached in Attachment B. Maintenance, in general, means the furnishing of labor and materials for the *ordinary* upkeep and care of landscape areas including:

- The routine repair, removal or replacement of any plant or improvement.
- Landscaping, including cultivation, weeding, mowing, pruning, trimming, weed whacking, masticating, minor tree removal, replanting, spraying, fertilizing, and disease treatment.
- Irrigation, including the routine operation, monitoring, testing, adjustment and repair of the irrigation system.
- The removal of trimmings, rubbish, debris and solid waste
- General oversight and maintenance to preserve the tidiness of the public space and recommend beautification or efficiency repairs and improvements as necessary

### **Residential Zone 2: Ventana Sierra**

The Ventana Sierra Zone consists of two small slivers of landscaped public property along Ventana Ct and Sierra Blanca Ct, which was established as a separate area of the L&L District, but is essentially part of the overall Morgan Ranch development. The zone only has 19 properties paying assessments into the fund, but maintenance needs are limited and kept in check to match available funding.

Work in this zone includes the installation, maintenance and servicing of landscaping and associated improvements, as delineated on the plans attached in Attachment B. Maintenance, in general, means the furnishing of labor and materials for the *ordinary* upkeep and care of landscape areas including:

- The routine repair, removal or replacement of any plant or improvement.
- Landscaping, including cultivation, weeding, mowing, pruning, trimming, weed whacking, masticating, minor tree removal, replanting, spraying, fertilizing, and disease treatment
- Irrigation, including the routine operation, monitoring, testing, adjustment and repair of the irrigation system.
- The removal of trimmings, rubbish, debris and solid waste
- General oversight and maintenance to preserve the tidiness of the public space and recommend beautification or efficiency repairs and improvements as necessary

### **Residential Zone 3: Scotia Pines**

The Scotia Pines Zone consists of two parcels of public property, either side of Walsh Street at the intersection of Carpenter St and at the entrance to Condon Park. These areas are less manicured and maintain more of a wetland riparian appearance, consistent with prior flood plain and habitat restoration work along Peabody Creek that bisects both areas. No irrigation is currently in place or planned for. The zone is currently

underfunded by assessments and the maintenance should be kept to a minimum to keep a tidy but natural appearance.

Work in this zone includes the installation, maintenance and servicing of landscaping and associated improvements, as delineated on the plans attached in Attachment B. Maintenance, in general, means the furnishing of labor and materials for the **ordinary** upkeep and care of landscape areas including:

- The routine repair, removal or replacement of any plant or improvement.
- Landscaping, including cultivation, weeding, mowing, pruning, trimming, weed whacking, masticating, minor tree removal, replanting, spraying, fertilizing, and disease treatment. The removal of trimmings, rubbish, debris and solid waste.
- General oversight and maintenance to preserve the tidiness of the public space and recommend beautification or efficiency repairs and improvements as necessary.
- The annual cutting back of the cattails clogging the drainage crossing inlet on the north side of Walsh St.

#### **Residential Zone 4: Morgan Ranch West**

The Morgan Ranch West Zone was established solely for the purpose of paying for the upkeep of street lighting. No landscape maintenance is required or requested in this RFP.

#### **Residential Zone 5: Ridge Meadows**

The Ridge Meadows Zone consists of public property fronting the Ridge Meadows development along Ridge Road and a sliver of landscape area along the entrance of Ryans Lane. Funding is healthy, as landscape needs are relatively low, other than routine cleanup and servicing. The City has coordinated the one-time placement of new landscape mulch throughout the area on occasion in the past.

Work in this zone includes the installation, maintenance and servicing of landscaping and associated improvements, as delineated on the plans attached in Attachment B. Maintenance, in general, means the furnishing of labor and materials for the **ordinary** upkeep and care of landscape areas including:

- The routine repair, removal or replacement of any plant or improvement.
- Landscaping, including cultivation, weeding, mowing, pruning, trimming, weed whacking, masticating, minor tree removal, replanting, spraying, fertilizing, and disease treatment.
- Irrigation, including the routine operation, monitoring, testing, adjustment and repair of the irrigation system.
- The removal of trimmings, rubbish, debris and solid waste.
- General oversight and maintenance to preserve the tidiness of the public space and recommend beautification or efficiency repairs and improvements as necessary.

#### **Residential Zone 6: Loma Rica Ranch**

The Loma Rica Ranch Zone is the newest annexation to the L&L District and the City will be initiating maintenance of the area with this RFP. The zone is by far the most expansive and complex of all the L&L areas and consists of over 80 acres of public lands including open space, street frontage, meandering trails, pedestrian bridges, creekside riparian areas, drainage basins, picnic and play areas, among other miscellaneous improvements.

The scope of services in this area is sure to evolve as maintenance needs are dialed in; landscaping gets established, improvements age and the level of service is adjusted to best meet the available funding, while

keeping a healthy reserve in the account for unexpected repairs. The contractor should do their best to describe the extent of services included in their proposal, which at a minimum should include the base maintenance needs to sustain a neat, kept appearance and the overall functionality and efficiency of existing improvements.

Work in this zone includes the installation, maintenance and servicing of landscaping and associated improvements, as delineated on the plans attached in Attachment B. Maintenance, in general, means the furnishing of labor and materials for the **ordinary** upkeep and care of landscape areas including:

- The routine repair, removal or replacement of any plant or improvement.
- Landscaping, including cultivation, weeding, mowing, pruning, trimming, weed whacking, masticating, minor tree removal, replanting, spraying, fertilizing, and disease treatment
- Irrigation, including the routine operation, monitoring, testing, adjustment and repair of the irrigation system.
- The removal of trimmings, rubbish, debris and solid waste including regular emptying of trash receptacles.
- Regular blowing of trails and bridges and maintaining a buffer zone of five feet in the more overgrown riparian zones
- General oversight and maintenance to preserve the tidiness of the public space and recommend beautification or efficiency repairs and improvements as necessary

### **Commercial Zone 1: Whispering Pines**

The Whispering Pines Zone consists of the median landscape islands along the three-quarter mile stretch of Whispering Pines Lane from Centennial Dr to Brunswick Rd and the corners of the main entryways into one of the City's most prominent commercial business districts. Zone funding has historically been healthy, although current landscape improvement needs are extensive and many areas require overhauling and irrigation repairs. Plans have been prepared by the City's landscape architect to replant and rehabilitate all areas of the zone as funding allows.

Work in this zone includes the installation, maintenance and servicing of landscaping and associated improvements, as delineated on the plans attached in Attachment B. Maintenance, in general, means the furnishing of labor and materials for the **ordinary** upkeep and care of landscape areas including:

- The routine repair, removal or replacement of any plant or improvement.
- Landscaping, including cultivation, weeding, mowing, pruning, trimming, weed whacking, masticating, minor tree removal, replanting, spraying, fertilizing, and disease treatment
- Irrigation, including the routine operation, monitoring, testing, adjustment and repair of the irrigation system.
- The removal of trimmings, rubbish, debris and solid waste
- General oversight and maintenance to preserve the tidiness of the public space and recommend repairs/improvements as necessary

### **Commercial Zone 2: Litton Business Park**

The Litton Business Park Zone consists of the median landscape center roundabout island at the Sierra College Dr/ Litton Dr intersection and a 6.5-acre open space parcel along the Litton Trail south from Sierra College Dr approximately 1500 feet. Zone funding is limited and has historically been allocated to only quarterly maintenance visits and occasional one time clearing of buffer zones along the trail or tree and vegetation removal as necessary. The contractor should propose a level of service and frequency of visits

necessary to maintain these areas consistent with other L&L zones, but more extensive, regular maintenance of the entire open space area is not anticipated with this RFP contract.

Work in this zone includes the installation, maintenance and servicing of landscaping and associated improvements, as delineated on the plans attached in Attachment B. Maintenance, in general, means the furnishing of labor and materials for the **ordinary** upkeep and care of landscape areas including:

- The routine repair, removal or replacement of any plant or improvement.
- Landscaping, including cultivation, weeding, mowing, pruning, trimming, weed whacking, masticating, minor tree removal, replanting, spraying, fertilizing, and disease treatment
- Irrigation, including the routine operation, monitoring, testing, adjustment and repair of the irrigation system.
- The removal of trimmings, rubbish, debris and solid waste
- General oversight and maintenance to preserve the tidiness of the public space and recommend repairs/improvements as necessary

#### **Future Tasks:**

- As described herein, one-time improvement projects to L&L Zones may be requested as funding allows
- The City also maintains three Business Assessment Districts, which function similarly to L&Ls but are established for the maintenance of facility improvements, namely drainage facilities. Two zones are in Morgan Ranch and one in the Ridge Meadows subdivision. The City may coordinate with the Contractor for added one-time work in these areas (primarily weed whacking and culvert cleaning) as necessary.

### **III. SCHEDULE**

<u>Activity</u>	<u>Completion Date</u>
RFP Release Date	September 18, 2025
Deadline for Questions	October 9, 2025
Proposals Due	October 14, 2025
Selection of Preferred Contractor	October 21, 2025
Scope of Work Finalized and Contract Award by Council	October 28, 2025
Kickoff Meeting	November 3, 2025

### **IV. PROPOSAL FORMAT**

The proposal should be limited to specific discussions of the elements outlined in this 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:

**Contractor Information:** A brief description of the contractor's firm, including the year the firm was established, type of organization of firm (partnership, corporation, etc.), and a statement of the firm's qualification for performing the subject services.

**Key Personnel:** A summary of the qualifications and experience of each key person proposed to work on this project. Any key sub-contractors proposed should be identified and their respective roles in the project.

**Qualification and Experience:** A discussion of the contractor's qualifications and ability to provide the requested services. Describe any specialized work experience that would contribute to successful execution of the work, especially projects/contracts of similar nature. Three references for work or services completed by the contractor in the last three years should be provided.

**Cost Proposal:** A schedule of proposed project costs, including monthly and annual maintenance costs per zone.

**Disclosures and Exceptions:** Any additional information deemed necessary to assist the City in the selection process, including the contractor's understanding of the work involved and further discussion of the proposed scope of services to be provided by the Contractor. Disclosures should include any potential conflict of interest, or any exceptions taken to the City's Standard Agreement or terms of this RFP.

## **V. PROPOSAL SUBMITTAL**

Proposals are to be received at the City of Grass Valley City Hall office no later than **5:00 p.m. on October 14, 2025**. The proposal should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the contractor, and who may be contacted during the period of proposal evaluation. The proposal must also include a statement acknowledging that the contractor has reviewed and accepted the City of Grass Valley sample agreement (Attachment A) with or without qualifications.

Deliver three hard copies of the proposal to City of Grass Valley, Attn: Bjorn Jones, 125 E Main St, Grass Valley, CA 95945, or one electronic version (.pdf) to [bjornj@cityofgrassvalley.com](mailto:bjornj@cityofgrassvalley.com). If sent by email, please confirm delivery. Late proposals will not be accepted.

## **VI. SELECTION CRITERIA**

A Selection Committee will perform an in-depth analysis of all proposals, carefully evaluating each one with the following criteria:

<b>CRITERIA</b>	<b>WEIGHT/POINTS</b>
Cost	40
Key Personnel	20
Work Experience/References	20
Proposal responsiveness, completeness and clarity of all required information	10
Understanding of project requirements, issues and challenges	10
<b>TOTAL</b>	<b>100</b>

Submittals will be reviewed for responsiveness, and responsive submittals will further be ranked by a selection committee in accordance with the above criteria. The contractor(s) submitting the highest rated proposal may be invited for interviews (optional).

The City reserves the right to make an award without further discussion of the submittal with the offeror. Therefore, the proposal should be submitted initially on the most favorable terms that the contractor or individual might propose.

The City reserves the right to award a contract to the contractor(s) that presents the best qualifications and whose proposal best accomplishes the desired results.

The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate with the successful contractor(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended annual cost, the unit price shall govern.

Award of a contract will not be based on discrimination based on race, religion, color, age, sex or national origin in accordance with the requirements of Title 49 CFR 26.13(b).

## **VII. BUDGET AND FINANCIAL CONDITIONS**

The contract that results from this RFP will specify a maximum “not to exceed” fee. A budget amount and payment schedule will be agreed upon between the City and the contractor during contract negotiations.

All applicable costs may be charged to the contract within the agreed upon fixed price limit. Appropriate charges may include wages and salaries, overhead, travel, materials and subcontractor costs. Contractor shall provide all necessary equipment including tools, materials, supplies, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Compensation for these items shall be considered included in the Contractor’s overhead. Only those items listed in the cost proposal shall be reimbursed by the City.

The City of Grass Valley shall not be liable for any pre-contractual expenses incurred by the Contractor in the preparation of its proposal. Pre-contractual expenses are defined as expenses incurred by the Contractor in preparing its proposal; submitting the proposal; negotiating with the City of Grass Valley related to this RFP; or any other expenses that may be incurred by the Contractor prior to the date of award of this Contract.

## **VIII. GENERAL TERMS & CONDITIONS**

**Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected contractor(s) will be required to execute a professional services agreement, a sample of which is included as **Attachment A**.

**Notice of Termination:** Upon failure of performance by the other party, or at the City’s convenience, either party may terminate the contract upon thirty (30) days written notice to the other party. If the contract is to be terminated, the contractor shall be paid the amount due for work properly completed and approved by the City, up to the date of the notice of termination, based on the actual costs to the contractor attributable to the project, less any compensation to City for damages suffered as a result of Contractor’s failure to comply with the terms of the contract.

**Conflict of Interest.** The Contractor shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact



to the City.

**Non-Collusion.** Contractors submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.

**Indemnification & Insurance Requirements.** The City's standard indemnification and insurance requirements are provided in the sample contract, **Attachment A**. All costs of complying with the insurance requirements shall be included in your pricing. The selected contractor shall provide complete and valid insurance certificates within ten (10) days of the City's written request. Failure to provide the documents within the time stated may result in the rejection of the contractor's proposal.

## **IX. INQUIRIES AND ADDENDA**

Direct all inquiries regarding this RFP in writing to:

Bjorn Jones, City Engineer  
City of Grass Valley  
125 East Main Street  
Grass Valley, CA 95945  
Phone: (530) 274-4353  
Email: [bjornj@cityofgrassvalley.com](mailto:bjornj@cityofgrassvalley.com)

Questions regarding this RFP must be submitted in writing. No response will be given to verbal questions. The City reserves the right to decline a response to any question if, in the City's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner.

If it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addenda to this RFP are valid only if in writing and issued by the City of Grass Valley Public Works Division. All addenda for this RFP will be distributed via City of Grass Valley's website: <http://www.cityofgrassvalley.com/>

**It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP.** Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.

Contractors that wish to be provided notice of the availability of addenda may contact the Project Manager listed above by email and indicate they plan to respond to this RFP, so that they can be added to an email distribution list.

## **X. ATTACHMENTS**

**Attachment A:** City of Grass Valley Professional Services Agreement Template

**Attachment B:** L&L District Original Improvement Plans, Maps of L&L Boundaries

**Attachment C:** Proposal Forms

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## **ATTACHMENT A – SAMPLE MAINTENANCE AGREEMENT**

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**MAINTENANCE AGREEMENT**  
**Providing Payment of Prevailing Wages**

(City of Grass Valley / **[Company or Individual]**)

**1. IDENTIFICATION**

This MAINTENANCE AGREEMENT (“Agreement”) is entered into by and between the City of Grass Valley, a California municipal corporation (“City”), and \_\_\_\_\_, a \_\_\_\_\_ (“Contractor”).

**2. RECITALS**

- 2.1. City has determined that it requires the following maintenance services from a contractor: **[enter description of contractor’s maintenance services, i.e., landscaping, tree-trimming, brush removal, etc.]**
- 2.2. Contractor represents that it is fully qualified to perform such maintenance services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such maintenance services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Contractor agree as follows:

**3. DEFINITIONS**

- 3.1. “Scope of Services”: Such maintenance services as are set forth in Contractor’s **[enter Contractor’s proposal date]** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is **[Name and title]**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Contractor
- 3.3. “Maximum Amount”: The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).
- 3.4. “Commencement Date”: **[date]**.
- 3.5. “Termination Date”: **[date]**

**4. CAMPAIGN CONTRIBUTIONS**

This Maintenance Services Agreement is subject to Government Code Section 84308, as amended by SB 1439. That statute requires Contractor to disclose any campaign contribution by the Contractor or the Contractor's agent to a City Councilmember or other City official of more than \$250 in the aggregate within the preceding 12 months. If such contributions have been made, Contractor shall provide a signed copy of the attached Campaign Contribution Disclosure Form with Contractor's execution of this Agreement. If not, the Campaign Disclosure Form need not be completed and returned to the City.

## 5. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 17 ("Termination") below.

## 6. CONTRACTOR'S DUTIES

- 6.1. **Services.** Contractor shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 6.2. **Coordination with City.** In performing services under this Agreement, Contractor shall coordinate all contact with City through its Agreement Administrator.
- 6.3. **Budgetary Notification.** Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 6.4. **Business License.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.
- 6.5. **Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 6.6. **Appropriate Personnel.** Contractor has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. [Name of Project Manager] shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

- 6.7. Prevailing Wages.** This Agreement is subject to the prevailing wage law as more fully set forth in Section 9 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.
- 6.8. Permits and Approvals.** Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Contractor's performance of this Agreement including, but not limited to, professional licenses and permits.
- 6.9. Notification of Organizational Changes.** Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or of any subcontractor. Change of ownership or control of Contractor's firm may require an amendment to this Agreement.
- 6.10. Records.** Contractor shall maintain 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 City 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 City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## **7. SUBCONTRACTING AND ASSIGNMENT**

- 7.1. General Prohibition On Assignment.** This Agreement covers services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 7.2. Contractor Responsible.** Contractor shall be responsible to City for all services to be performed under this Agreement.
- 7.3. Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the services described in the Scope of Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to the services described in the Scope of Services. Contractor is obligated to ensure that all subcontractors performing any services under this Agreement shall be fully insured in all respects and to the same extent as set forth under Section 13 (Insurance), to City's satisfaction.

- 7.4. Compensation for Subcontractors.** Contractor shall be liable and accountable for all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

## **8. COMPENSATION**

- 8.1. General.** City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the Maximum Amount in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 8.2. Invoices.** Contractor shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.
- 8.3. Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor shall be solely responsible for calculating, withholding, and paying all taxes.
- 8.4. Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Contractor.

## **9. LABOR CODE**

- 9.1. Prevailing Wage Law.** Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.
- 9.2. Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification.
- 9.3. Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars (\$200.00), or any greater penalty provided in the Labor Code, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, the difference

between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

- 9.4. Apprentices.** Contractor shall comply with the provisions of Labor Code section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.
- 9.5. Payroll Records.** Pursuant to Labor Code section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code section 1811 and Labor Code section 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776. Pursuant to Labor Code section 1776, such records must be maintained for at least three years after completion of work.
- 9.6. 8-Hour Workday.** This Agreement is subject to 8-hour workday and wage and hour penalty laws, including, but not limited to, Labor Code section 1810 and Labor Code section 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour workday and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to 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 City \$25.00, 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(s) 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.
- 9.7. Registration with DIR.** Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code section 1771 and Labor Code section 1725.5 requiring registration with the Department of Industrial Relations (DIR). Contractors shall be registered through the Department of Industrial Relation's (DIR) Public Works Program for state and local public works contracts, for maintenance work valued at more than \$15,000.

## **10. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Contractor in the performance of this Agreement (such written material and electronic files are collectively known as "written products") shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law.

Contractor may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor.

## 11. RELATIONSHIP OF PARTIES

- 11.1. **General.** Contractor shall be a wholly independent contractor as to the City under this Agreement.
- 11.2. **No Agent Authority.** Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 11.3. **Independent Contractor Status.** Under no circumstances shall Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 11.4. **Indemnification of CalPERS Determination.** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## 12. INDEMNIFICATION

- 12.1. **Definitions.** For purposes of this Section, "Contractor" shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 12.2. **Contractor to Indemnify City.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend City from and against all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor or failure to comply with any provision in this Agreement.
- 12.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Contractor shall not be required to indemnify



City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

- 12.4. Attorneys' Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Contractor shall not be entitled to any refund of attorneys' fees, defense costs or expenses if it is adjudicated to have been non-negligent.
- 12.5. Defense Deposit.** The City may request a deposit for defense costs from Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.
- 12.6. Waiver of Statutory Immunity.** The obligations of Contractor under this Section are not limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City.
- 12.7. Indemnification by Subcontractors.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor's behalf.
- 12.8. Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Contractor's indemnification obligations apply whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

### **13. INSURANCE**

- 13.1. Insurance Required.** Contractor shall maintain insurance as described in this Section and shall require its subcontractors, Contractors, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Contractor. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 13.2. Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Contractor shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: [insert project name]
  - Documentation of Best's rating acceptable to the City.
  - Original endorsements effecting coverage for all policies required by this Agreement.
  - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
- 13.3. Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence,  
\$2,000,000 aggregate
- General Liability:
  - General Aggregate: \$2,000,000
  - Products Comp/Op Aggregate \$2,000,000
  - Personal & Advertising Injury \$1,000,000
  - Each Occurrence \$1,000,000
  - Fire Damage (any one fire) \$ 50,000
  - Medical Expense (any 1 person) \$ 5,000
- Workers' Compensation:
  - Workers' Compensation Statutory Limits
  - EL Each Accident \$1,000,000
  - EL Disease - Policy Limit \$1,000,000
  - EL Disease - Each Employee \$1,000,000
- Automobile Liability
  - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

- 13.4. General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 13.5. Worker's Compensation Insurance.** Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Contractor will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 13.6. Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 13.7. Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

An employee of the City signing this Agreement may, in his or her sole discretion, waive the requirement for Professional Liability Insurance by initialing here:

Initials: \_\_\_\_\_

Name: \_\_\_\_\_

- 13.8. Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 13.9. Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of Grass Valley must be endorsed as an additional insured for each policy required herein, for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Contractor’s insurance policies shall be primary as respects any claims related to or as the result of the Contractor’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Contractor’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 13.10. Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Contractor does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Contractor under this Agreement. 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 this Agreement.
- 13.11. Insurance Notices.** 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. Contractor shall provide no less than 30 days’ notice of any cancellation or material change to policies required by this Agreement. Contractor shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Grass Valley, Attn: [insert department or individual], 125 East Main Street, Grass Valley, CA 95945.
- 13.12. Contractor’s Insurance Primary.** The insurance provided by Contractor, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-

insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

**13.13. Waiver of Subrogation.** Contractor hereby waives all rights of subrogation against the City. Contractor shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

**13.14. Report of Claims to City.** Contractor shall report to the City, in addition to the Contractor's insurer, all insurance claims submitted to Contractor's insurer in connection with the services under this Agreement.

**13.15. Premium Payments and Deductibles.** Contractor must disclose all deductibles and self-insured retention amounts to the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement. City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Contractor shall be responsible for all premiums and deductibles in all of Contractor's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

**13.16. Duty to Defend and Indemnify.** Contractor's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or early termination of this Agreement.

## 14. MUTUAL COOPERATION

**14.1. City Cooperation in Performance.** City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.

**14.2. Contractor Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Contractor's performance in connection with this Agreement, Contractor shall render any reasonable assistance that City may require in the defense of that claim or action.

## 15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Contractor's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

[Name]  
City of Grass Valley  
[Department/Division]  
125 E. Main Street

If to Contractor:

[Name]  
[Address]  
[Address]  
Telephone:

Grass Valley, CA 95945  
Telephone: (530) 274-[XXXX]  
Facsimile: (530) 274-4399

Facsimile:

With courtesy copy to:

Michael G. Colantuono  
Grass Valley City Attorney  
Colantuono, Highsmith & Whatley, PC  
420 Sierra College Drive, Suite 140  
Grass Valley, CA 95945  
Telephone: (530) 432-7357  
Facsimile: (530) 432-7356

## 16. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 6.10 (Records), paragraph 11.4 (Indemnification of CalPERS Determination), Section 12 (Indemnification), paragraph 13.8 (Claims-Made Policies), paragraph 14.2 (Contractor Cooperation in Defense of Claims), and paragraph 19.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

## 17. TERMINATION

- 17.1. City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Contractor. Contractor agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2. Contractor Termination.** Contractor may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 17.3. Compensation Following Termination.** Upon termination, Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 17.4. Remedies.** City retains all available legal and equitable remedies for Contractor's breach of this Agreement.

## 18. INTERPRETATION OF AGREEMENT

- 18.1. Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.2. Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Contractor with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Contractor.
- 18.3. Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 18.4. Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.5. Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.6. No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

## 19. GENERAL PROVISIONS

- 19.1. Confidentiality.** All data, documents, discussion, or other information developed or received by Contractor for performance of this Agreement are deemed confidential and Contractor shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 19.2. Conflicts of Interest.** Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for

Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 19.3. Multiple Phased Projects.** Pursuant to Government Code section 1097.6, Contractor's duties and services under this Agreement shall not include preparing or assisting City with any portion of City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with City. City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor, if any, pursuant to this Agreement.
- 19.4. Non-assignment.** Contractor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Contractor.
- 19.5. Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 19.6. No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 19.7. Time of the Essence.** Time is of the essence for every provision of this Agreement.
- 19.8. Non-Discrimination.** Contractor shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 19.9. Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Contractor of any breach of

any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

- 19.10. Excused Failure to Perform.** Contractor shall not be liable for any failure to perform if Contractor presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Contractor.
- 19.11. Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all such other rights, powers or remedies.
- 19.12. Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 19.13. Venue.** The venue for any litigation shall be the Superior Court of California for the County of Placer and Contractor hereby consents to sole jurisdiction in that court for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 19.14. Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

*[Signature Page Follows]*



**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”  
City of Grass Valley

“Contractor”  
[Name of Company or Individual]

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Attest:**

By: \_\_\_\_\_  
Taylor Day, City Clerk

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

**Approved as to form:**

By: \_\_\_\_\_  
Michael G. Colantuono, City Attorney

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

## WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

**Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the City with your application.**

No City Councilmember or other City official may accept, solicit, or direct a campaign contribution of more than \$250 from any party<sup>1</sup> or agent<sup>2</sup> for 12 months after the City approves a contract. This prohibition commences when your application is filed, or the proceeding is otherwise initiated.

A party to a City proceeding must disclose on the record of the proceeding any campaign contribution of more than \$250 made to any City Councilmember or other City official by the party or agent in the preceding 12 months. No party to a City proceeding, or agent, shall make a campaign contribution to a City Councilmember or other city official during the proceeding and for 12 months after the City approves the contract.

Any City Councilmember or other City official who received a campaign contribution of more than \$250 in the preceding 12 months from any party or agent to a proceeding shall disclose that fact on the record of the proceeding, and shall abstain from participating in the proceeding. However, if any City Councilmember or other City official returns the portion of the campaign contribution in excess of \$250 within 30 days of knowing about the contribution and the relevant proceeding, he or she may participate in the proceeding.

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<sup>1</sup> "Party" is defined as any person who files an application for, or is the subject of, a proceeding.

<sup>2</sup> "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether you or your agent made a campaign contribution of more than \$250 to a City Councilmember or other City official in the preceding 12 months, all such contributions in that time must be aggregated.

Names of current City Councilmembers and other City officials are available on the City's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the City Clerk.

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

### (a) Document:

- ☐ License
- ☐ Lease
- ☐ Permit
- ☐ Franchise
- ☐ Other Contract
- ☐ Other Entitlement

Name and address of any party, or agent, who has contributed more than \$250 to any City Councilmember or other City official in the preceding 12 months:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

### (b) Date and amount of contribution:

Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

### (c) Name of City Councilmember or other City official to whom contribution was made:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

(d) I certify that the above information is provided to the best of my knowledge.

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_ Phone \_\_\_\_\_

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## **ATTACHMENT C – PROPOSAL**

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

# **CITY OF GRASS VALLEY**

**PROPOSAL**

**FOR**

**Residential and Commercial Landscaping and  
Lighting District – Landscape Maintenance Services**

**PROPOSER NAME: \_\_\_\_\_**

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## CONTRACTOR INFORMATION

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NAME OF CONTRACTOR \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

EMAIL \_\_\_\_\_

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

CONTRACTOR'S LICENSE NUMBER/CLASSIFICATION(S) \_\_\_\_\_

*I warrant that no official or employee of the City has an interest, has been employed or retained to solicit in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City.*

*I warrant that this proposal is made without previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.*

*I have reviewed the City's Standard Agreement form and the Terms and Conditions of this RFP and take no exceptions unless otherwise listed herein.*

*I declare under penalty of perjury that I have the authority to execute this proposal and that the foregoing is true and correct.*

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

SUBMITTED BY (Name and Title) \_\_\_\_\_

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## **KEY PERSONNEL**

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Provide a summary of the qualifications, experience and role of key personnel to be assigned to work on this project. Attach resume(s) or additional sheets as needed.

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## WORK EXPERIENCE

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Provide locations and contact information regarding three (3) work or services that have been completed by your company in the last three years

LOCATION AND OWNER/AGENCY \_\_\_\_\_

CONTACT PERSON AND INFO \_\_\_\_\_

DATES PERFORMED \_\_\_\_\_

TYPE OF WORK PERFORMED \_\_\_\_\_

CONTRACT AMOUNT \_\_\_\_\_

LOCATION AND OWNER/AGENCY \_\_\_\_\_

CONTACT PERSON AND INFO \_\_\_\_\_

DATES PERFORMED \_\_\_\_\_

TYPE OF WORK PERFORMED \_\_\_\_\_

CONTRACT AMOUNT \_\_\_\_\_

LOCATION AND OWNER/AGENCY \_\_\_\_\_

CONTACT PERSON AND INFO \_\_\_\_\_

DATES PERFORMED \_\_\_\_\_

TYPE OF WORK PERFORMED \_\_\_\_\_

CONTRACT AMOUNT \_\_\_\_\_



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## COST PROPOSAL

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ZONE	L&L NAME	MONTHLY COST	ANNUAL COST
R1	Morgan Ranch		
R2	Ventana Sierra		
R3	Scotia Pines		
R5	Ridge Meadows		
R6	Loma Rica Ranch		
C1	Whispering Pines		
C2	Litton Business Park		

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

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## **ADDITIONAL INFORMATION**

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Discuss any details of the scope of services to be provided, exceptions taken or any disclosures that the City should be made aware of. Attach additional sheets as needed.