



GRASS VALLEY
A PLACE TO LIVE AND THRIVE

CITY OF GRASS VALLEY

Public Works Department

125 East Main Street
Grass Valley, CA 95945
530-274-4350

Engineering · Maintenance · Water and Wastewater · Parks and Recreation

REQUEST FOR QUOTES

WASTEWATER TREATMENT PLANT SLUDGE HEATER/BOILER REPLACEMENT PROJECT

Date: January 22, 2026

To: Class "A" - General Contractor, or a combination of Class "C10" – Electrical Contractor and Class "C36" – Plumbing Contractor

From: Trever Van Noort, Chief Treatment Plant Operator/Utilities Superintendent

Description of work:

- Work is to include the purchase of the new Sludge Heater/Boiler, the removal of the existing equipment and the installation of the new equipment. Sludge Heater specifications and location details are provided in attached project plans.

General Requirements:

- See attached City of Grass Valley Terms and Conditions for Contractor Agreements.

Work Hours:

- Work hours are flexible as the boiler room is out of the way of normal operations.
- Between October 15th and March 31st, the boiler can be offline for 7-10 days.
- Between April 1st and October 14th, the boiler can be offline for a maximum of 5 days.
- If additional time is needed to remove the existing sludge heater and install the new unit, the City can evaluate options to extend this by a few days.

Disposal and Cleanliness:

- Disposal of the existing sludge heater shall be the responsibility of the contractor.
- The work area is to be kept clean and no debris shall be left upon completion of installation.

Bids:

- Please let me know if you have any questions or if you need any additional information.
- Submit a completed bid sheet by **February 5th, 2026**, in the manner described below:

Email: To treverv@cityofgrassvalley.com

Mail: To the attention of Trever Van Noort, at

City of Grass Valley
125 East Main Street
Grass Valley, CA 95945

G:\PUBLIC WORKS\WASTEWATER\Sludge Heater Replacement\Attachment Adwg

PROJECT PLANS



WASTEWATER TREATMENT PLANT

556 FREEMAN LANE

GENERAL NOTES

1. NEW SLUDGE HEATER/BOILER IS TO MEET OR EXCEED THE SPECIFICATIONS PROVIDED FOR THE EXISTING EQUIPMENT.
2. THE EXISTING SLUDGE HEATER/BOILER IS INSTALLED IN THE BOILER ROOM AS SHOWN IN THE AERIAL IMAGE ABOVE.
3. THE EXISTING BOILER ROOM HAS DOUBLE DOORS THAT SHOULD ALLOW FOR THE REMOVAL OF THE EXISTING EQUIPMENT AND INSTALLATION OF NEW EQUIPMENT WITHOUT ANY MODIFICATIONS TO THE BUILDING BEING REQUIRED.
4. THE DOUBLE DOOR ENTRANCE TO THE BOILER ROOM IS ON THE SOUTHWEST SIDE OF THE BUILDING AND THE PATH TO THE DOORS IS PAVED.
5. THE DISPOSAL OF THE EXISTING SLUDGE HEATER/BOILER AND ALL DEBRIS CREATED BY THE INSTALLATION OF THE NEW EQUIPMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

EXISTING SLUDGE HEATER/BOILER SPECIFICATIONS:

1. THE EXISTING SLUDGE HEATER WAS FURNISHED BY RALPH B. CARTER COMPANY IN 1986 AND IS SLUDGE HEATER MODEL H658C42-G FOR SEWAGE/NATURAL GAS
2. THE COMPRESSION TANK HAS A NOMINAL CAPACITY OF 40 GALLONS
3. THE UNIT INCLUDES TWO SLUDGE THERMOMETERS AND TWO WATER THERMOMETERS: SLUDGE THERMOMETER RANGE 0° TO 200° F, WATER THERMOMETER RANGE 0° TO 250° F
4. MAIN POWER SUPPLY IS 480 VOLTS, 3 PHASE, 60 CYCLE

BOILER SECTION SPECS:

- a. NORMAL BOILER RATING - 658 MBTUH (BOILERS ARE RATED AT APPROXIMATELY 5,900 BTU/HR/FT² OF HEATED SURFACE. BURNER CAPACITIES ARE BASED ON A SEWAGE AND NATURAL GAS PRESSURE OF 6" W.C. AT THE UNIT CONNECTIONS.)
- b. HEATED SURFACE - 112 SQUARE FEET
- c. FURNACE VOLUME - 17 CUBIC FEET
- d. NUMBER OF 3" DIAMETER FIRE TUBES - 23
- e. SHELL THICKNESS - $\frac{1}{4}$ INCH
- f. HEAD THICKNESS - $\frac{3}{8}$ INCH
- g. RELIEF VALVE CAPACITY AT 30 PSIG - 1,050 MBTUH
- h. FUEL RATE FOR NORMAL BOILER CAP - SEWAGE GAS 1,346 CFH, NATURAL GAS 858 CFH (FUEL RATES ARE BASED ON THE FOLLOWING: SEWAGE GAS HAVING A LOWER HEATING VALVE OF 550 BTU/CUBIC FOOT AND NATURAL GAS HAVING A LOWER HEATING VALVE OF 1,000 BTU/CUBIC FOOT)

HEAT EXCHANGER SECTION SPECS:

- a. NORMAL SLUDGE HEATING RATING - 500 MBTUH (SLUDGE HEATING RATINGS ARE BASED ON THE FOLLOWING: SLUDGE FLOW RATE OF 150 GPM FOR MODELS WITH 4" SLUDGE TUBES AND 300 GPM FOR MODELS WITH 6" SLUDGE TUBES, INLET SLUDGE TEMP OF 90° F AND INLET WATER TEMP OF 150° F)
- b. HEATED SURFACE - 620 SQUARE FEET (HEATED SURFACE PROVIDES AT LEAST 35% EXCESS OVER THAT REQUIRED FOR INITIALLY CLEAN TUBES)
- c. MAXIMUM HEATING WATER FLOW RATE - 71 GPM
- d. SLUDGE TUBES - 8 TUBES WITH A 4" NOMINAL DIAMETER
- e. SLUDGE SIDE PRESSURE DROP - 3.3 FEET OF WATER (PRESSURE DROP IS BASED ON AN EQUAL VOLUME FLOW OF WATER AT COMPARABLE TEMPERATURES IN THE SLUDGE TUBES)

MOTOR SPECS:

- a. BURNER MOTOR - $\frac{1}{4}$ MAXIMUM HORSEPOWER
- b. INDUCED DRAFT FAN MOTOR - $\frac{1}{6}$ MAXIMUM HORSEPOWER
- c. EXCHANGER HOT WATER PUMP MOTOR - $\frac{3}{4}$ MAXIMUM HORSEPOWER

MISCELLANEOUS:

- a. BOILER-EXCHANGER SYSTEM WATER VOLUME - 250 GALLONS
- b. EXPANSION TANK SIZE - 40 GALLONS
- c. EXISTING PRODUCT SPECIFICATION SHEETS ARE AVAILABLE UPON REQUEST





CITY OF GRASS VALLEY
Engineering Division

125 East Main Street
Grass Valley, CA 95945
530-274-4373
Fax: 530-274-4399

BID SHEET

SLUDGE HEATER/BOILER REPLACEMENT PROJECT

ITEM NO.	DESCRIPTION	UNIT OF MEAS.	EST. QTY.	UNIT PRICE	TOTAL COST
1	Purchase new Sludge Heater/Boiler	LS	1		
2	Remove existing Sludge Heater/Boiler and install new Sludge Heater/Boiler	LS	1		

TOTAL COST _____

NAME OF CONTRACTOR/SUPPLIER _____

BUSINESS ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE NUMBER _____

EMAIL _____

CA CONTRACTOR LICENSE # (IF APPLICABLE) _____

CONTRACTOR DIR # _____

THIS BID SHEET CONSTITUTES A WRITTEN BID BY THE CONTRACTOR/SUPPLIER TO PERFORM THE WORK/PROVIDE THE MATERIALS INDICATED AND TO COMPLY WITH THE CITY'S GENERAL REQUIREMENTS (ATTACHED IF APPLICABLE)

SIGNATURE: _____

DATE: _____

NAME/TITLE: _____

CONSTRUCTION SERVICES AGREEMENT
Short-Form Public Works Agreement

This agreement is entered into by and between the City of Grass Valley ("City") and _____ ("Contractor").

1. Contractor represents that he or she is fully qualified to perform the requested services and is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this agreement and as listed in Attachment A – Terms and Conditions for Contractor Agreements

2. The services to be performed are described as follows:

(Note: Do not use this agreement for projects involving trenches deeper than 4-feet.)

3. Contractor's compensation shall be \$ _____ plus authorized incurred expenses. In no event shall the total payment for services and expenses under this Agreement exceed \$ _____.

4. The agreement commences _____ and expires _____ unless City terminates the agreement earlier. No cause or notice is required to terminate this agreement.

5. Contractor shall provide only the services described herein. Any change in the services of Contractor requires an express amendment to the agreement signed by Contractor and City.

6. Contractor shall perform the requested services in a safe and professional manner. In performing this agreement, Contractor shall comply with all City, county, state, or federal laws, rules, regulations, policies, or ordinances, including, but not limited to, any that pertains to workplace safety, grooming and professionalism, and the prohibition of discrimination, harassment, workplace violence, or misuse of City property.

7. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act as agent on behalf of City. City and its agents shall have no control over the conduct of Contractor except as set forth in this agreement. Contractor shall not represent that he or she is in any manner an employee of City. Any business cards issued to contractor are for the purpose of identification only.

8. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend City, its officers, agents, employees, and volunteers, from and against any and all claims, losses, costs, and expenses due to the death or injury to any person and injury to any property which actually or allegedly arise out of or are in connection with any intentional, reckless, negligent, or otherwise wrongful acts, errors, or omissions in the performance of this agreement by Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by active negligence, sole negligence, or willful misconduct of City, its officers, officials, employees, and volunteers. Such costs and expenses include reasonable attorney's fees incurred by counsel of City's choice. The Contractor's attention

is directed to Section 3 “Indemnification” of Attachment A.

The provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide City with the fullest protection possible under the law. Contractor acknowledges that City would not enter into this agreement in the absence of Contractor's commitment to indemnify and protect City as set forth herein.

- 9. Contractor shall maintain insurance as required in Section 4 “Insurance” of Attachment A. These are minimum insurance required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor’s liability under this agreement. The full coverage and limits afforded under Contractor’s policies of Insurance shall be available to City and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to City.
- 10. All data, documents, discussion, or other information developed or received by Contractor or provided for performance of this agreement are deemed confidential and shall not be disclosed by Contractor without City's prior written consent. . City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of the agreement. The Contractor’s attention is directed to Section 5 “Ownership of Written Products” of Attachment A
- 11. Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this agreement.

For CONTRACTOR

Signature

Date

For CITY

Signature

Date

Attachment A – Terms and Conditions for Contractor Agreements

1. GENERAL REQUIREMENTS

- 1.1. CONTRACTOR shall provide a copy of their W-9 for tax purposes.
- 1.2. CONTRACTORS shall have or obtain a City Business License.
- 1.3. All construction work shall be performed in accordance with the City of Grass Valley Improvement Standards. CONTRACTOR shall provide material submittals for review and approval prior to starting work.
- 1.4. 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, CONTRACTOR shall forthwith report the same to the City in writing.
- 1.5. CONTRACTOR represents that it is fully qualified to perform such construction services by virtue of its experience and the training, education and expertise of its principals and employees.
- 1.6. This Agreement is subject to provisions of Public Contract Code section 6109, which prohibits CONTRACTOR from performing work with a subcontractor who is ineligible to perform work pursuant to Labor Code sections 1777.1 and 1777.7.
- 1.7. This Agreement is subject to 8-hour work day and 40 hour week and wage and hour penalty laws including, but not limited to, Sections 1810 and 1813 of the Labor Code. CONTRACTOR shall forfeit as a penalty to City \$25.00 for each worker employed in violation of the provisions of the Labor Code.
- 1.8. City may terminate this Agreement for any reason on five days' written notice. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination. On termination, Contractor shall be paid based on work satisfactorily performed at the time of termination.
- 1.9. Unless valued at under fifty thousand dollars (\$50,000), this Agreement is subject to Government Code Section 84308, as amended by SB 1439 (2022), SB 1181 (2024), and SB 1243 (2024). CONTRACTOR shall disclose any contribution to an elected or appointed City official's campaign or committee in an amount of more than five hundred dollars (\$500) made within 12 months preceding the Commencement Date, by CONTRACTOR, its, her, or his agent, or another party affiliated with CONTRACTOR. CONTRACTOR shall provide a signed copy of the attached Campaign Contribution Disclosure Form to City prior to, or concurrent with, CONTRACTOR's execution of this Agreement and no later than the Commencement Date.
- 1.10. In entering into a public works contract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR offers and agrees to assign to the 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 public works contract. This assignment shall be made and become effective at the time the City tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.
- 1.11. At any time during the term of the Contract the CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.
- 1.12. CONTRACTOR shall exercise reasonable care in locating all utility facilities within the area of work. If such utility facilities are not indicated in the plans and specifications with reasonable accuracy, CONTRACTOR shall immediately notify the City. CONTRACTOR will be compensated for the cost of locating, removing, relocating, or repairing damage to utility facilities that conflict with the work, including the cost of equipment required to be idle during such work.

2. PREVAILING WAGE

- 2.1. Per Labor Code Section 1771.1(a): "A CONTRACTOR or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered CONTRACTOR to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided CONTRACTOR is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."
- 2.2. CONTRACTOR acknowledges that it has examined the prevailing rate of per diem wages as established by the California Director of Industrial Relations. 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.
- 2.3. CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects.
- 2.4. Pursuant to Section 1773.2 of the Labor Code, the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute the Agreement shall be those determined by the Director of Industrial Relations of the State of California. The City retains these on file at City Hall and will make them available to any requesting party. Pursuant to Section 1775 of the Labor Code, CONTRACTOR shall forfeit as a penalty \$200 per day for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under this Agreement.

3. **INDEMNIFICATION**

3.1. **CONTRACTOR**

- 3.1.1. 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.
- 3.1.2. 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.
- 3.1.3. To the fullest extent permitted by law, CONTRACTOR shall indemnify and save harmless the CITY, and its officials, officers, agents, employees, 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, and volunteers. The duty of CONTRACTOR to indemnify and save harmless include the duties to defend as set forth in Civil Code Section 2778.
- 3.1.4. 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.
- 3.1.5. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth herein from each and every subcontractor or any other person or entity involved in the performance of work under this Agreement on Contractor's behalf.
- 3.1.6. With respect to third party claims against CONTRACTOR, CONTRACTOR waives any and all rights to any type of express or implied indemnity against the CITY, its officials, officers, employees, agents, or volunteers.

4. **INSURANCE**

- 4.1. In the event any of the required policies are canceled prior to the completion of the project and 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 CONTRACTOR.
- 4.2. **CONTRACTOR**
 - 4.2.1. Throughout the period of this agreement, 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.
 - 4.2.2. Any deductibles must be declared to, and approved by, the City.
- 4.3. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**
 - 4.3.1. 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.
 - 4.3.2. 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.
 - 4.3.2.1. Each Worker's Compensation policy shall be endorsed with the following specific language:
 - 4.3.2.1.1. **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."
 - 4.3.2.1.2. **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."
 - 4.3.3. 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:
 - 4.3.3.1. One Million dollars (\$1,000,000) each accident for bodily injury by accident
 - 4.3.3.2. One Million dollars (\$1,000,000) policy limit for bodily injury by disease
 - 4.3.3.3. One Million dollars (\$1,000,000) each employee for bodily injury by disease
 - 4.3.4. 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.
 - 4.3.5. 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.
- 4.4. **GENERAL LIABILITY INSURANCE**
 - 4.4.1. **CONTRACTOR**
 - 4.4.1.1. 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.
- 4.4.1.2. 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).
- 4.4.1.3. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:
- 4.4.1.3.1. The limits of liability shall not be less than:
- 4.4.1.3.1.1. One Million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- 4.4.1.3.1.2. One Million dollars (\$1,000,000) for Personal Injury Liability
- 4.4.1.3.1.3. Two Million dollars (\$2,000,000) for Products-Completed Operations
- 4.4.1.3.1.4. Two Million dollars (\$2,000,000) General Aggregate
- 4.4.1.3.2. 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).
- 4.4.1.3.3. 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.
- 4.4.1.4. Special Claims Made Policy Form Provisions:
- 4.4.1.4.1. 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:
- 4.4.1.4.2. The limits of liability shall not be less than:
- 4.4.1.4.2.1. One Million dollars (\$1,000,000) each Occurrence (combined single limit for bodily injury and property damage)
- 4.4.1.4.2.2. One Million dollars (\$1,000,000) for Personal Injury Liability
- 4.4.1.4.2.3. Two Million dollars (\$2,000,000) Aggregate for Products Completed Operations
- 4.4.1.4.2.4. Two Million dollars (\$2,000,000) General Aggregate
- 4.4.1.4.3. 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.
- 4.5. CONFORMITY OF COVERAGES
- 4.5.1. 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.
- 4.6. ADDITIONAL REQUIREMENTS:
- 4.6.1. 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.
- 4.6.2. Policy Deductibles: 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.
- 4.6.3. 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.
- 4.6.4. Material Breach: Failure of 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.
- 4.6.5. Duration of Coverage: City must be an additional insured for each policy required herein, and for completed operations for a period of one (1) year after completion of the construction work.
- 4.6.6. The insurance provided to the City shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by the City.
- 4.6.7. Project Reference: The Commercial General Certificate of Insurance must reference the project specifically by project title.
- 4.7. ENDORSEMENTS:
- 4.7.1. Each Commercial General Liability policy shall be endorsed with the following specific language:
- 4.7.1.1. "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."
- 4.7.1.2. CONTRACTOR
- 4.7.1.2.1. "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."
- 4.7.1.2.2. "Waiver of Subrogation: The Insurance Company agrees to waive all rights of subrogation against the City of Grass Valley, its elected or appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City of Grass Valley."
- 4.7.1.2.3. "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."
- 4.7.1.2.4. "The City, its officers, officials, employees, agents and volunteers shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of CONTRACTOR. The City shall continue to be an additional insured for completed operations for (1) year after completion of the work."

- 4.7.1.3. 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).
- 4.7.1.4. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- 4.7.1.5. The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.
- 4.7.1.6. The policy shall not contain a Contractor's 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.

4.7.2. 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

4.8. **AUTOMOBILE LIABILITY INSURANCE:**

- 4.8.1. 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.
- 4.8.2. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.
- 4.8.3. Endorsements: The City shall be named additional insured.
- 4.8.4. The endorsements listed above for each General Liability Policy shall also apply to the Automobile Liability Policy.
- 4.8.5. Required Evidence of Coverage: Properly completed Certificate of Insurance.

4.9. **DOCUMENTATION**

- 4.9.1. At all times during the term of this Agreement, CONTRACTOR shall maintain on file with City's Risk Manager copies of all documents listed as "required evidence of coverage" in this Agreement, including a certificate or certificates of insurance showing that the required policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. CONTRACTOR shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 4.9.2. The Certificate of Insurance must reference the project name.
- 4.9.3. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notice of Cancellation is: City of Grass Valley, Attn: Public Works Department, 125 E Main Street, Grass Valley, CA 95945.
- 4.9.4. Current Evidence of Coverage must be provided for the entire required period of insurance.
- 4.9.5. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days. Failure to exercise the right to request such certified copies shall not constitute a waiver of the right to exercise this right later.

5. OWNERSHIP OF WRITTEN PRODUCTS

- 5.1. All reports, documents or other written material including, but not limited to, digital and electronic reports, documents or other written materials, and hard copies and originals thereof ("written products" herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. 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.
- 5.2. Pursuant to Government Code section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000, all such documents and this Agreement are subject to examination and audit by the State Auditor at the request of the City or as part of any audit of the City for a period of three years after final payment under this Agreement.

6. PAYMENT

- 6.1. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved, complete in place, shall be included in the total price for each of the items of work, and no additional compensation will be allowed.
- 6.2. CONTRACTOR shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 6.3. CONTRACTOR shall not perform additional services unless prior written approval is given by the City. CONTRACTOR shall not be reimbursed for any additional expenses incurred unless prior written approval is given by the City through a fully executed written amendment. CONTRACTOR shall not undertake any such work without prior written approval of the City.
- 6.4. Notwithstanding any other terms of this Agreement, no payments shall be made to CONTRACTOR until City is satisfied that services of such value have been rendered pursuant to this Agreement.
- 6.5. This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.
- 6.6. To the extent applicable, this Agreement is subject to the provisions of Public Contract Code section 9204, which mandates certain procedures regarding the resolution of public works claims. This Agreement is further subject to the provisions of 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. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
- 6.7. This Agreement is subject to the requirements of Public Contract Code section 22300 regarding retainage.
- 6.8. Pursuant to Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay the City \$200 per day for each and every day of unauthorized delay beyond the date of termination described on the Bid Sheet. Such amount shall be deducted from any monies due to CONTRACTOR and shall be considered liquidated damages. CONTRACTOR agrees such liquidated damages are reasonable under the circumstances.

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 commissioner shall accept, solicit, or direct a contribution of more than \$500 from any party,¹ financially interested participant,² or agent³ while a proceeding is pending or for 12 months subsequent to the date a final decision is rendered by the City. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

A party to a City proceeding shall disclose on the record of the proceeding any contribution of more than \$500 made to any councilmember or commissioner by the party, or agent, during the preceding 12 months. No party to or participant in a City proceeding shall make a contribution of more than \$500 to a councilmember or commissioner during the proceeding and for 12 months following the date a final decision is rendered by the City. No agent to a party or participant shall make a contribution in any amount to a councilmember or commissioner during the proceeding and for 12 months following the date a final decision is rendered by the City.

Prior to rendering a decision on a City proceeding, any councilmember or commissioner who received contribution of more than \$500 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any councilmember or commissioner receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of making the decision, or knowing about the contribution and the relevant proceeding, whichever comes last, that councilmember or commissioner shall be permitted to participate in the proceeding.

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

² "Participant" is defined as any person who actively supports or opposes a particular decision in a proceeding.

³ "Agent" is defined as a person who represents a party in connection with a proceeding for compensation who appears before or otherwise communicates with the City for the purpose of influencing the 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 a campaign contribution of more than \$500 has been made by you or your agent to a councilmember or commissioner within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current City councilmembers and commissioners 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, participant, or agent who has contributed more than \$500 to any councilmember or commissioner within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount \$ _____

Date _____ Amount \$ _____

Date _____ Amount \$ _____

(c) Name of councilmember or commissioner 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 _____

To be completed by City:

Document No: _____

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the ____ day _____, 20__ at _____, California.

CONTRACTOR's Signer's Name

CONTRACTOR's Signer's Title

CONTRACTOR's Business Name

Business Address:

Mailing Street Address

City, State, Zip Code

Telephone #

[Required for projects greater than \$25,000]

PAYMENT BOND

CITY PROJECT NAME

IN THE CITY OF GRASS VALLEY, CALIFORNIA

WHEREAS, the City of Grass Valley, as AGENCY has awarded to **CONTRACTOR's Business Name**, as CONTRACTOR, a contract for the above-stated project;

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of _____

[DESCRIBE IN WORDS; 100% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR], (\$ _____) Dollars, which is one hundred percent (100%) of the total contract amount for the above-stated project, 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 CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the plaintiffs and AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the specifications accompanying it shall in any manner affect SURETY's obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

(Continued on Next Page)

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals as of the dates set forth below:

CONTRACTOR*	CONTRACTOR's Signer's Name, Title	_____
	CONTRACTOR's Business Name	_____
	Mailing Street Address	_____
	City, State, Zip Code	_____
	Telephone #	_____
	Date:	_____
Surety*	Surety Signer's Name / Title	_____
	Surety's Business Name	_____
	Mailing Street Address	_____
	City, State, Zip Code	_____
	Telephone #	_____
	Date:	_____

*Provide CONTRACTOR and Surety name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney and Notary Acknowledgement must be attached. Seals and dates of signing must also be included.

(EXECUTE IN DUPLICATE)