

**PARK AND RECREATION COMMISSION**

*Sheldon Windley, Vice Chairman*

*Angie Avila, Commissioner*

*Fern White, Commissioner*

*Dan Traxler, Commissioner*

*Demi Wright, Commissioner*

**January 24, 2023**

**Ione City Hall**

**1 E. Main Street, Ione 95640**

**City Council Chambers**

**6:00 PM**

**DUE TO THE GOVERNOR'S EXECUTIVE ORDER N-25-20 ADOPTED MARCH 17, 2020,  
THE PARK AND RECREATION COMMISSION OF THE CITY OF IONE WILL BE  
CONDUCTING THEIR MEETING VIA ZOOM AND IN PERSON AT 1 E. MAIN STREET**

Join Zoom Meeting

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**THE CITY OF IONE IS A GENERAL LAW CITY DEDICATED TO  
PROVIDING LEADERSHIP, ACCOUNTABILITY, AND FISCAL  
INTEGRITY WHILE PROMOTING ECONOMIC OPPORTUNITIES AND  
MAINTAINING A HIGH QUALITY OF LIFE FOR OUR CITIZENS**

**PLEASE LIMIT PUBLIC COMMENT/TESTIMONY TO FOUR MINUTES**

**California Government Code Section 54954.3**

The Ione Park & Recreation Commission welcomes, appreciates, and encourages participation in their Meeting. The Park & Recreation Commission reserves the right to reasonably limit the total time for public comment on any particular noticed agenda item as it may deem necessary.

Full staff reports and associated documents are available for public review at the Office of the City Clerk, City Hall, 1 E. Main Street, Lone, CA. Hard copies may be obtained for \$3.60 for pages 1-5 and \$.45 for each additional page. Documents that are not available when the agenda is posted will be made available for public review at the meeting

## **AGENDA**

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. APPROVAL OF AGENDA

E. PUBLIC COMMENT: **EACH SPEAKER IS LIMITED TO 4 MINUTES**

*NOTE: This is the time for members of the public who wish to be heard on matters that do not appear on the Agenda. Persons may address the Park & Recreation Commission at this time on any subject within the jurisdiction of the Park and Recreation Commission.*

*Please be mindful of the **4 minute time limit per person**. Pursuant to the Brown Act, the Park & Recreation Commission may not take action or engage in a detailed discussion on an item that does not appear on the Agenda. However, matters that **require Commission action will be referred to staff for a report and/or recommendation for possible action at a future Commission meeting**. Is there anyone in the audience who wishes to address the Commission at this time?*

F. PRESENTATIONS/ANNOUNCEMENTS: None

G. REGULAR AGENDA:

1. Appoint Chairman and Vice Chairman
2. Howard Park Discussion Items:
  - a. Master Plan Update
    - i. Disc Golf Course
    - ii. BMX Track Project and Freestyle Pump Track
    - iii. Pickleball Court/Tennis Court Resurfacing
  - b. Committee for Soccer, Baseball, Softball
3. Train Depot Park Update
4. Development Funding Accounts Balance

H. COMMISSION MEMBERS REPORTS/FUTURE AGENDA ITEMS

I. CITY MANAGER REPORT

J. ADJOURNMENT

### **ADA COMPLIANCE STATEMENT**

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Clerk, Janice Traverso at 209-274-2412. Notification 24 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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I, Janice Traverso, the City Clerk of the City of Ione, declare under the penalty that the foregoing agenda for the January 24, 2023 meeting of the Ione Park & Recreation Commission was posted on January 19, 2023 at the office of the City of Ione, City Hall at 1 E. Main Street, Ione, CA 95640 and was available for public review at that location.

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Janice Traverso, City Clerk, City of Ione

# Agenda Item

#2a(i)

DATE: December 6, 2022

TO: Mayor Epperson and City Council

FROM: Michael Rock, City Manager

SUBJECT: Authorize the City Manager to execute an Agreement with El Dorado Disc Sports Foundation ("EDDS"), for purposes of allowing their Amador Chain Anglers Disc Golf Club (ACADGC) to utilize and maintain the Howard Park Disc Golf Course ("HPDGC").

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## **RECOMMENDED ACTION:**

1. Authorize the City Manager to execute an Agreement with EDDS for purposes of granting permission for ACADGC to use and maintain the Disc Golf Course.

## **FISCAL IMPACT:**

There is minor cost savings to the City through in-kind services from ACADGC. Possible future revenues through Disc Golf Club events.

## **BACKGROUND:**

The ACADGC has been using Howard Park for many years without an agreement outlining the responsibilities of the ACADGC or the City as property owner.

The City wishes to grant EDDS permission to use Howard Park for the purposes of operating the HPDGC in exchange for a small annual payment for reimbursement of the City's costs to operate and maintain the facilities through in-kind services from EDDS.

The Parks and Recreation Commission at their October 25, 2022, meeting recommended approval of this Agreement on a unanimous vote.

## **ATTACHMENTS:**

1. Agreement between City of Lone and EDDS



**AGREEMENT  
BETWEEN THE CITY OF IONE AND  
EL DORADO DISC SPORTS FOUNDATION**

This Agreement for the use of facilities at Howard Park is entered into this 6th day of December 2022 by and between the City of Ione ("City"), a California municipal corporation and El Dorado Disc Sports Foundation ("EDDS"), a California 501c3 public benefit nonprofit who are hereafter collectively referred to as the "Parties."

**RECITALS**

**WHEREAS**, the City owns and operates Howard Park ("Park") at 600 Church Street (Hwy 124), in Ione, California; and

**WHEREAS**, the Amador Chain Anglers Disc Golf Club ("ACADGC") through EDDS operates the Howard Park Disc Golf Course ("HPDGC") herein depicted on Exhibit A; and

**WHEREAS**, the City acknowledges that disc golf is an environmentally sustainable, low maintenance, low impact, and low-cost recreational activity that can be enjoyed by people of all ages; and

**WHEREAS**, the City wishes to grant EDDS permission to use the Park for the purposes of operating the HPDGC in exchange for a small annual payment for reimbursement of the City's costs to operate and maintain the facilities, and for certain other improvements to the Park; and

**WHEREAS**, the City wishes to grant EDDS permission to use the park in exchange for: (1) a small annual payment for reimbursement of the City's costs to operate and maintain the facilities, and (2) certain other improvements to the Park;

**NOW, THEREFORE**, in consideration of the above recitals, the mutual covenants herein contained, and such other and such other and further consideration as is hereby acknowledged, the Parties agree to the following:

**TERMS AND CONDITIONS**

**PARTIES AND DESIGNATED CONTACT PERSONS**

City Representative:  Michael Rock, City Manager 1 E. Main Street Ione, CA 95640 Tel: (209) 274-2412 Ext. 116 <a href="mailto:mrock@ione-ca.com">mrock@ione-ca.com</a>	EDDS Representative:  Sharon Keoppel, President 4960 Emil Rd. Shingle Springs, CA 95682 Tel: (916) 320-5215 <a href="mailto:sharonkeoppel@eddiscsports.org">sharonkeoppel@eddiscsports.org</a>	ACADGC Representative:  Lee Lockhart, President 7500 Lake Amador Drive Ione, CA 95640 Tel: (209) 274-4739 <a href="mailto:lakeamador@gmail.com">lakeamador@gmail.com</a>
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**1. Term:**

- A. This Agreement will be valid from date of approval through and continuing for one year from date of approval.
- B. At one year, the terms and conditions will be evaluated by all Parties.
- C. At one year, the Agreement may be extended by request of either party for two five-year terms. If the Agreement is still active at the eleventh year both parties may agree to extend the Agreement an additional five years.
- D. If either Party to this Agreement fails to perform any of its obligations under this Agreement when due and called for, that party shall be in default if it fails to cure such default within thirty (30) days after written notice from the non-defaulting Party of such default; provided, however, that if the nature of a non-monetary default is the result of a force majeure occurrence or is otherwise of a nature such that it cannot be fully cured within that thirty (30) day period, the Party in default shall have such additional time as is reasonably necessary to cure the default so long as the Party in default is proceeding diligently to complete the necessary cure after service of notice by the non-defaulting Party. If the EDDS remains in default after the 30-day cure period, the Agreement may be terminated at the City's option.

## **2. Mutual Covenants:**

### **A. The City will:**

- a. **Facilities License & Coordination.** EDDS will be the sole point of contact for any use of the disc golf course in cooperation with the City and parking areas ("City Facilities") designated by the City on a full-time basis during the term of this Agreement for disc golf related functions. The City agrees not to sub-lease to any other organization the current footprint of the Disc Golf Course.
- b. **Advertisements.** Allow the EDDS to sell banners to hang around the disc golf course in order to fundraise for the Foundation. Signs shall comply with the City's sign ordinance, as may be amended from time to time. Advertising shall be limited to commercial advertising involving offering of goods or services for sale, consistent with both constitutional and local law requirements.
- c. **Monitor.** Monitor the Park and City Facilities to ensure all commitments are being adhered to.

### **B. The EDDS will:**

- a. **Fee.** Pay the City a participation fee of \$100 per year for the term of the Agreement, or as amended at the first anniversary of this Agreement, for the purpose of helping the City offset operations and maintenance costs associated with the City Facilities. The fee will be paid by January 1<sup>st</sup> of each year of the term of the Agreement. Prior to the anniversary of the first year of this Agreements, the Parties shall negotiate in good faith an appropriate fee in a continuing effort to help the City offset rising operations and maintenance costs. In kind services, such as regularly trimming tree branches and removing debris and brush from the playing area and

maintaining all Disc Golf Course equipment (baskets, tee signs), may be substituted for the annual fee.

- b. **Disc Golf Course Use.** Conduct disc golf functions on the courts in accordance with applicable laws and City policies, including all OSHA regulations and standards. The Foundation shall not use the courses, nor permit others to use the courses in a way that will create a hazardous condition on the courses or surrounding areas. The President shall inspect the premises prior to any play to ensure no hazardous conditions are present.
- c. **Improvements.** Invest in the development of the Park through donations, grants and fundraising efforts and help the City make capital improvements to the City Facilities as grants, donations and fundraising allow. However, the Foundation shall not make any improvements or alterations to the Park or City Facilities without prior written approval from the City.
- d. **Equipment.** Provide and maintain the necessary equipment for the Foundation's intended use of the City Facilities. All the current equipment in place (baskets, tee signs, etc.) are property of Lee Lockhart until donated to the City of Lone after the first future 5-year term is completed. If at any time the City decides to terminate this agreement or further agreements, any and all HPDGC equipment would be returned to Lee Lockhart.
- e. **Insurance.** Maintain insurance as specified in Section 4 of this Agreement. The Foundation will further maintain additional property insurance covering any items kept at the courses.
- f. **Conservation.** Assist the P&R Department Staff to conserve both water and electrical power associated with the City Facilities.

### **3. Non-Exclusivity & Scheduling.**

This is a non-exclusive license for the Foundation to use the City Facilities. The Foundation shall provide City with a schedule of league games and practices by January 1<sup>st</sup> of each year before the start of the season to secure specific dates and times. The City may use the City Facilities for any other purpose it desires when not in use by the Foundation.

### **4. Insurance.**

The Foundation shall procure and maintain for the duration of this Agreement casualty and general liability insurance in commercially reasonable amounts, or as required by California Law, insuring against claims for injuries to persons or damages to property which may arise from or in connection with the Foundation's use of the City Facilities or performance under this Agreement. The coverage shall in no event be less than \$1,000,000 in primary coverage. The insurance policies must contain the following:

- a. The City, its officers, agents and employees are to be covered as additional insured. The policy shall not contain any special limitations on the scope of protection afforded to the City, its officers, agents and employees.
- b. For any claim related to this Agreement, the Foundation's insurance shall be the primary insurance as it relates to claims made against the City, its officers, officials and employees. Any insurance or self-insurance maintained by the City, its officers, officials or employees shall be excess of the Foundation's insurance and shall not contribute to it.
- c. The Foundation's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of insurer's liability.
- d. Each insurance policy required by this Section shall be endorsed to state that coverage shall not be suspended, voided or cancelled by either Party, reduced in coverage or in limits except after thirty (30) days prior (10 days for non-payment of premium) written notice by certified mail, return receipt requested, has been given to the City. The Foundation shall also provide the same notice to the City.
- e. The Foundation shall furnish the City with original endorsements effecting coverage required by this Section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City within thirty (30) days from execution of this Agreement.
- f. Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided the City, its officers, agents and employees.

## **5. Indemnity.**

The Foundation shall indemnify and hold City, its officers, agents, volunteers and employees harmless from and against all claims, damages, losses and expenses, including attorneys fees and costs arising out of the use of other activities described in this Agreement by the Foundation, caused in whole or in part by any negligent act or omission of the Foundation, its agents, volunteers or employees or anyone directly or indirectly associated with the Foundation or anyone whose acts for which the Foundation may be liable, except where such liability is caused by the active negligence, sole negligence or willful misconduct of the City, its officers, agents or employees.

## **6. Assignment.**

The Foundation agrees it will not assign the right or duties in this Agreement herein without first obtaining prior written consent of the City. Any assignment without the City's consent shall be voidable, and at the City's election, shall constitute a default of this Agreement.

## **7. Dispute Resolution.**

If, during the performance of this Agreement, a dispute arises between the Foundation and the City that cannot be settled by discussions, the Foundation shall submit to the City a

written statement within ten (10) days of the incident giving rise to the dispute. The City Manager or other City designee shall issue a written decision to the Foundation within seven (7) days. The Foundation reserves the right to appeal the decision to the City Council within 30 days after the decision is made. The City Council's decision on an appeal shall be binding and final. The Foundation and the City shall continue to perform their duties under this Agreement without interruption during the dispute period.

## **8. General Terms and Conditions.**

The terms and conditions of this Agreement shall govern and shall take precedence over any different or additional terms and conditions the Foundation may have included in any documents attached to or accompanying this Agreement. Any handwritten changes on the face of the Agreement shall be ignored and have no legal effect unless initialed by both Parties.

### **8.1 Choice of Law, Forum Selection, Entire Agreement and Modifications.**

The Agreement shall be construed under California law (without regard for choice-of-law considerations) and the policies and procedures of the City, as amended from time to time. Any action arising out of this Agreement shall be heard by a state court in California. For this purpose, the Foundation specifically and unconditionally consents to jurisdiction in El Dorado County. The Agreement constitutes the entire Agreement and understanding of the Parties and replaces any prior or contemporaneous agreements or understands, whether written or oral. Modifications to this Agreement will be valid only with a writing signed by both Parties.

### **8.2 Use of City Name or Logo.**

The Foundation agrees not to use the name, logo or any other marks (including but not limited to colors and music) owned by or associated with the City or the name of any representative of the City in any sales promotion work or advertising, or any form of publicity, without prior written permission of the City in each instance.

### **8.3 Terms of Payment.**

Payments shall be made to the City within thirty (30) days upon the City's presentation of an invoice for services rendered pursuant to this Agreement.

### **8.4 Termination.**

The City may terminate this Agreement in whole or in part for cause upon thirty (30) days written notice to the Foundation if the Foundation fails to comply with any material term or condition of this Agreement, becomes insolvent or files for bankruptcy protection or fails to comply in a material way with the requirements of this Agreement if done in accordance with Section 1B of this Agreement. Late delivery of services or services that are defective or do not conform to the requirements of this Agreement shall, subject to the limitations herein, be sufficient cause to allow the City to terminate for cause.

### **8.5 Independent Contractor.**

The Foundation shall perform its duties under this Agreement as an independent contractor and not as an employee of the City. Neither the Foundation nor any agent or employee of the Foundation shall be or shall be deemed to be an agent or employee of the City. The Foundation shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Agreement. The Foundation acknowledges that the Foundation and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation or any other employee benefit, statutory or otherwise. The Foundation shall have no authorization, express or implied, to bind the City to any agreements, liability or understanding except as expressly set forth herein. The Foundation shall be solely responsible for the acts of the Foundation, its employees and agents.

#### **8.6 Non-Waiver.**

No waiver by any Party of any default or nonperformance shall be deemed a waiver of any subsequent default or non-performance.

#### **8.7 Limitation on City Liability.**

In no event shall the City be liable for any indirect, consequential, incidental, lost profits or life expectancy damages arising out of this Agreement.

#### **8.8 Affirmative Action, Equal Employment Opportunity and Targeted Group Business.**

The City is committed to the policy that all persons shall have equal access to its programs, facilities and employment without regard to race, color, creed, religion, sex, age, marital status, disability, public assistance status, veteran status or sexual orientation and is committed to transacting business with entities and individuals who follow these practices. Accordingly, the Foundation must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Foundation will maintain non-segregated facilities for their employees and not allow their employees to perform services at any segregated facilities under its control. By entering into this Agreement, the Foundation certifies that it complies with all federal and state laws as well as with City laws and policies related to non-discrimination, equal employment opportunity and affirmative action.

#### **8.9 Compliance with Ordinances and Regulations.**

The Foundation agrees to abide by all applicable laws and regulations and all rules, notices, prohibitions instructions, or directions posted on any park or trail sign by the City. This includes field closures. The Foundation is not authorized to alter, construct, erect, or remove any structure within a park or on a trail without permission from the City. This includes the physical alteration of structures. The Foundation agrees to not assemble for the purpose of which, in fact, results in blocking or obstructing the lawful use by any other person of any portion of a park or trail or any structure in a park or on a trail or any position of access or exit to or from any park, trail, structure therein. This includes blocking off entrance drives and parking areas. The Foundation agrees not to charge admission, collect fees or payment for any activity, event, service or use of any land or facility in a park or on a trail without permission from the City. This includes charging a fee for the use of parking spaces.

#### **8.10 Severability.**

If any provision of this Agreement shall be invalid or unenforceable with respect to any Party, the remainder of the Agreement or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

#### **8.11 Survivability.**

The terms, provisions, representations and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by any of the Parties shall so survive the completion of performance and termination of this Agreement, including the making of any and all payments hereunder.

#### **8.12 Notices.**

All notices, requests, or other communications required hereunder shall be sufficient only if given in writing and shall be deemed given only when delivered personally or deposited in the United States mails by certified or registered mail, postage prepaid addressed as follows:

If to the City:  
City of Lone  
Attn: City Manager  
P.O. Box 398  
Lone, CA 95640

If to the EDDS Foundation:  
El Dorado Disc Sports  
Sharon Keoppel  
4960 Emil Rd.  
Shingle Springs, CA 95682

If to the ACADGC:  
Amador Chain Anglers Disc Golf Club  
Lee Lockhart  
7500 Lake Amador Drive  
Lone, CA 95640

Such addresses may be changed by either party by written advice as to the new address delivered to the other party at the address provided above.

#### **8.13 Multiple Counterparts.**

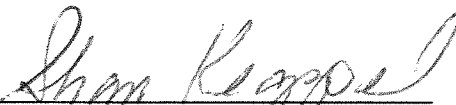
This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Facsimile or electronic signatures shall have the same effect as original signatures.

**IN WITNESS WHEREOF**, the City has caused this Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk; and the Foundation has caused this Agreement to be executed by its authorized agent.


**CITY OF IONE**

By   
Michael Rock, City Manager

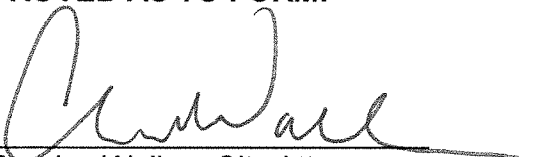
**EL DORADO DISC SPORTS  
FOUNDATION**

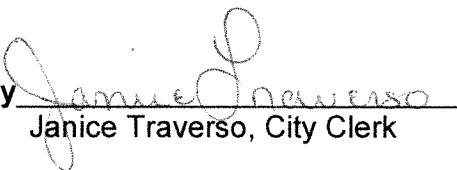
By   
Sharon Keoppel, President

**AMADOR CHAIN ANGLERS  
DISC GOLF CLUB**

By   
Lee Lockhart, President

**APPROVED AS TO FORM:**

By   
Carolyn Walker, City Attorney

By   
Janice Traverso, City Clerk



# Agenda Item

# 3

DATE: December 20, 2022

TO: Mayor Epperson and City Council

FROM: Michael Rock, City Manager

SUBJECT: Advertisement to Receive Bids for the Construction of the Train Depot Park Improvement Project

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## **RECOMMENDED ACTION:**

1. Direct staff to advertise the Train Depot Park Improvement Project to solicit bids for construction, authorizing staff in collaboration with the City Manager, City Attorney and City Engineer to make amendments and release addendum as required for legal and technical bidding administration.

## **FISCAL IMPACT:**

Funds in an amount not to exceed the amount of \$177,952 have been secured for this project through a Department of Parks and Recreation Per Capita Grant program with additional funding, as required, through the City Parks Development Impact Fee Program. In addition to the base bid, two additive bid items are included in the bid documents for landscaping improvements, and the construction of a paved parking area. This provides flexibility to advance the project in phases should the bid for all elements exceed available funds.

## **BACKGROUND:**

Construction of a Train Depot Park adjacent to the Train Depot Building for public recreation and interaction with elements of City heritage was scoped as part of City planning activities. Accordingly, engineering plans were prepared for the improvements by Weatherby-Reynolds-Fritson. Initial construction activities were initiated in previous years and amendments were made to the engineering plans based on public input. As a public project, the remaining improvements are required to be advertised and awarded in accordance with the Public Contract Code.

Staff anticipates advertisement through December and January and returning to City Council based on the outcome of the bid process for award of a construction contract.

## **ATTACHMENTS:**

Bid Documents - Train Depot Park Improvement Project



City of  
**IONE** California  
*The Castle City. Gateway to the Motherlode*

## **BID DOCUMENTS FOR THE TRAIN DEPOT PARK IMPROVEMENT PROJECT**

City of Ione  
1 East Main Street  
PO Box 398  
Ione, CA 95640  
(209) 274-2412

**Bids due: 2:00 P.M. on January 30, 2023**  
Deliver bids to the Attention of the City Clerk

**For information pertaining to the construction plans and specifications,  
contact:**

Jonathan Mitchell, City Engineer  
Telephone: (916) 662-0634, E-mail: [jmitchell@willdan.com](mailto:jmitchell@willdan.com)

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## PART I. BIDDING REQUIREMENTS

## **SECTION A.**

### **INVITATION TO BID**

**NOTICE IS HEREBY GIVEN** that sealed bids will be received at Ione City Hall, to the Attention of the City Clerk, located at 1 Main Street Ione, CA 95640. Mailed Bids shall be addressed to:

Attention: City Clerk  
City of Ione  
1 East Main Street  
PO Box 398  
Ione, CA 95640

Bids shall be accepted until **2:00 p.m.** local time on Monday January 30, 2023, and shall include the furnishing of all labor, material, tax, transportation, equipment, and services necessary for the:

### **TRAIN DEPOT PARK IMPROVEMENT PROJECT**

Bids will be opened and tabulated by or on behalf of the City Clerk at City Hall after 2:00 o'clock, p.m., on Monday, January 30, 2023. Any bids received after the time specified shall be returned unopened.

#### **A-1. Description of Work**

The proposed Work shall be performed in accordance with the plans, specifications and other Contract documents and shall include but not be limited to the following: constructing a parking area, drainage improvements, restroom building, concrete mow strip, and include alternate bid items for landscape design and construct as well as play-area surface at the locations shown on the Project Plans (Work). The Project Plans are titled Projects at Ione Train Depot.

#### **A-2. Obtaining Contract Documents**

Plans, specifications and other Contract documents may be examined and/or obtained at City Hall, located at 1 E Main Street, Ione, California. A copy of bid documents may be obtained at City Hall upon request and payment of \$10.00 or may be mailed upon request and payment of \$20.00. The amount of the payment is non-refundable. You may also view and download the plans, specifications, and other bid documents at the City website. Any Addendum shall be posted with notice through the same website, unless the potential bidder comes to the City to request a physical copy, and then such physical copy will be provided.



### **A-3. Submission of Proposals**

All proposals must be submitted no later than the time prescribed above. The Bidder is wholly responsible to see that the bid is submitted at the time and place designated for the opening of bids. Any bid received after the time and date specified shall not be considered and shall be returned unopened. Any bid may be withdrawn prior to the scheduled time for opening of the bids.

Each bid must conform and be responsive to this notice and shall be made on the official proposal forms furnished with the contract documents.

Hand delivered bids on the day of the bid opening shall be made to the City Clerk at the address set forth above. Mailed bids must be received by the City Clerk prior to the hour and date of the bid opening and shall be addressed to the City Clerk at the address set forth above.

Attention is directed to the provisions of California Business and Professions Code section 7028.15, which makes it a misdemeanor for any person without a valid contractor's license (with specific exceptions) to submit a bid to act as a Contractor to a public agency.

### **A-4. Proposal Guarantee**

Each bid must be sealed and accompanied by cash, a cashier's check, certified check or bid bond, executed on the prescribed form, in an amount not less than ten (10) percent of the total bid price payable to the City of Ione (City).

The cash, cashier's check, certified check or bid bond shall be given as a guarantee that the successful Bidder shall enter into a written contract within ten (10) days after being requested to do so and shall be considered as the stipulated amount of damages in the event the Bidder is unable to or refuses to execute a Contract for the Work. Upon an award to the successful Bidder, the security of unsuccessful Bidders shall be returned in a reasonable period of time.

Bidders are hereby notified that in accordance with the provisions of Public Contract Code section 22300, securities may be substituted for any monies, which the City may withhold pursuant to the terms of this Contract to ensure performance.

If the Bidder elects to provide a bid bond, the bond shall be furnished by a company that is authorized and licensed by the Insurance Commissioner as an "admitted surety insurer in the state of California."

### **A-5. Construction License**

The successful Bidder must possess a current valid Class "B" General Building or appropriate combination of Class C licenses.

### **A-6. Award**

The award shall be made to the lowest responsible Bidder submitting the lowest responsive bid. The lowest bid will be based on the base bid plus the sum of all the add alternatives. The City may elect to award contract for the base-bid Work only, or a combination of the base bid Work



plus additive alternative(s) Work. The award of the Contract shall be made by the City Council. The Contractor shall execute the Contract within ten (10) days after he or she has received the Contract from the City.

The City reserves the right to waive any irregularity in the proposals. No bid may be withdrawn for a period of sixty (60) days after the opening of bids.

#### **A-7. Rejection of Bids**

The City reserves the right to reject any and all bids. Any bid not conforming to the intent and purpose of the Contract documents may be rejected at the discretion of the City. The City reserves the right to make all awards in the best interest of the City.

#### **A-8. Disqualification of Bidder**

If there is a reason to believe that collusion exists among any Bidders, none of the bids of the participants in such collusion shall be considered and the City may likewise elect to reject all bids received.

#### **A-9. Relief of Bidder**

Attention is directed to the provisions of Public Contract Code section 5101 and following, concerning relief of Bidders and in particular to the requirements therein that if the Bidder claims a mistake was made in his bid, the Bidder shall give the City written notice, within five (5) calendar days after the opening of bids of the alleged mistake, specifying in the notice, in detail, how the mistake occurred.

#### **A-10. Prevailing Wages**

Bidders are hereby notified that the California Director of Industrial Relations has determined the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification, or type of worker needed to execute the contract which will be awarded to the successful Bidder. The requirement to pay these wage rates and rates not so specified, is further detailed in Section E-3 of General Conditions. It shall be mandatory for the Contractor and any subcontractor under him to pay not less than the specified rates to laborers and workmen employed by them in the execution of the Contract.

In order to bid on or to be listed on the bid proposal for this Public Works Project all Contractors and subcontractors shall be registered with the Department of Industrial Relations and be qualified to perform Public Work pursuant to Section 1725.5 of the California Labor Code. Unregistered Contractors may still submit bids provided the bid is authorized by 7029.1 of the Business and Professions Code or by either section 10164 and 20103.5 of the Public Contract Code and Contractors register with the Department of Industrial Relations to perform Public Work pursuant to California Labor Code Section 1725.5 at the time the Contract is awarded. Subcontractors shall be registered prior to bid opening or within 24 hours of bid opening and paid the required penalty registration fees.

#### **A-11. Bonds**

The successful Bidder shall be required to furnish, prior to the performance of any work hereunder, a payment bond in an amount equal to one hundred percent (100%) of the Contract price, and a faithful performance bond in an amount equal to one hundred percent (100%) of the Contract price. The bonds must be approved by the City. Each bond must be furnished by a company, acceptable to the City, that is authorized and licensed by the Insurance Commissioner as an "admitted surety insurer" and which maintains at least one officer in California for conducting business. Prior to such approval, the Surety shall provide the City with at least one of the following: (1) a print-out of information from the web-site of the Department of Insurance confirming the Surety is an admitted surety insurer and attaching it to the bond; or (2) a certificate from the Governing County Clerk that the certificate of authority of the Surety has not been surrendered, revoked, cancelled, annulled or suspended and confirming that the Surety is an admitted surety and attaching the certificate to the bond. (See Cal. Code Civ. Proc. § 995.311).

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael Rock, City Manager

## **SECTION B.**

### **INSTRUCTION TO BIDDERS**

#### **B-1. Introduction**

Each bid shall be in accordance with the Contract Documents, as that term is defined in Section A-4 of the General Conditions. The Invitation to Bid will specify whether Contract Documents are available on a purchase or deposit basis. Where payment for such sets is specified, no refund shall be made.

#### **B-2. Plans and Specifications**

Additional copies of full-scale plans and specifications may be obtained at City Hall, located at 1 Main Street for the cost of reproduction (see A-2 Obtaining Contract Documents for cost).

#### **B-3. Local Conditions**

The quantities of Work or material stated in the unit price items of the Bidding Schedule are given only as a basis for the comparison of Bids, and the City does not represent or warrant that the actual amount of Work or material will correspond therewith, but reserves the right to increase or decrease the quantity of any unit price item of the Work as may be deemed necessary or expedient by the Engineer, as that term is defined in Section A-4 of the General Conditions.

The Bidder shall examine carefully the site of the Work contemplated and the Contract Documents. The submission of a proposal shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of Work to be performed and the materials to be furnished, and as to the requirements of the Contract Documents.

Where the Engineer has made investigations of surface and subsurface conditions in areas where Work is to be performed under the Contract, or in other areas, some of which may constitute possible local material sources, such investigations were made only for the purpose of study and design. Where such investigations have been made, Bidders or Contractor may, upon written request, inspect the records of the Engineer as to such investigations subject to and upon the conditions hereinafter set forth. Such inspection of records may be made at the office of the Engineer.

The records of such investigations are not a part of the Contract and are made available for inspection solely for the convenience of the Bidder or Contractor. It is expressly understood and agreed by Bidder or Contractor that neither the City nor the City Engineer ("Engineer") assumes any responsibility whatsoever with respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretation set forth therein or made by the Engineer in its use thereof and there is no representation, warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are correct or representative of those existing throughout such areas or any part thereof, or that unanticipated developments may



not occur or that materials other than, or in proportions different from, those indicated may not be encountered.

When a log of test borings showing a record of the data obtained by the Engineer's investigation of the subsurface conditions is included with the drawings, it is expressly understood and agreed by Bidder that the log of test borings does not constitute a part of the Contract, represents only the opinion of the Engineer as to the character of the materials encountered in the test borings, is included with the plans only for the convenience of Bidders and its use is subject to all of the conditions and limitations set forth in this Section. Water levels that may be shown on a log of test borings are valid only for the stated date of observation. The water level may change from season to season and from year to year.

The availability or use of information described in this Section or the special conditions is not to be construed in any way as a waiver of the provisions of this Section and a Bidder or Contractor is cautioned to make such an investigation and examination as it deems necessary to satisfy itself as to conditions to be encountered in the performance of the Work and, with respect to possible local material sources, the quality and quantity of material available from such property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the Specifications.

No information derived from such inspection of plans, records of investigations or compilations thereof made by the Engineer or its assistants, shall in any way relieve the Bidder or Contractor from any risk or from properly fulfilling the terms of the Contract.

Information derived from inspection of topographic maps, or from Plans showing location of utilities and structures shall not in any way relieve the Contractor from any risk, or from properly examining the site and making such additional investigations as it may elect, or from properly fulfilling all the terms of the Contract.

Each Bidder shall inform itself of, and the Bidder awarded a Contract shall comply with, Federal, State and Local laws, relative to the execution of the work. This requirement includes, but is not limited to, applicable laws and regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

#### **B-4. Form of Bid and Signature**

Bids shall be submitted only on the forms attached hereto and shall be enclosed in a sealed envelope and marked and addressed as hereinafter directed. The Bidder shall state in figures the unit prices or the specific sums as the case may be, for which it proposes to supply the labor, materials, supplies or machinery, and perform the work required by the Specifications. If the Bid is made by an individual, it shall be signed by the individual and the individual's full name and address shall be given; if it is made by a partnership, it shall be signed with the co-partnership name by a member of the partnership, who shall also sign the member's own name, and the name and address of each member of such partnership shall be given; and, if it is made by a corporation, the name of the corporation shall be given and it shall be signed by its duly authorized officer or

officers attested by the corporate seal, the name and titles of all officers of the corporation shall be given, and the address of the corporation and the state in which incorporated shall be stated.

Bids will be considered only from persons licensed as required under applicable provisions of the Contractor's License Law (California Business and Professions Code section 7000, et seq.) and regulations adopted pursuant thereto; and each Bidder shall insert his type of contractor's license, license number, and other requested information in the place provided in the bid. No oral, telephonic or telegraphic Bid or modification of a Bid will be considered.

#### **B-5. Submission of Bids**

All Bids must be submitted not later than the time prescribed, at the place and in the manner set forth in the Invitation to Bid. Bids must be made on the prescribed Bid forms. A complete Bid requires submission of all the items listed in the "Bidder's Checklist" found in "Part II. Bidding Documents" and any other applicable documents as indicated in these Project specifications. Each Bid must be submitted in a sealed envelope addressed to the City Clerk and designated as a Bid bearing the name of the Bidder and name of the project. The Bidder is wholly responsible to see that its Bid is submitted at the time and place named for the opening of Bids.

Bids shall include all addenda or clarifications issued during the bidding period acknowledged by the Bidder's signature thereon. Failure to include or acknowledge an addendum or clarification shall result in the Bid being rejected as not responsive.

Bids shall be opened at the time and place specified in the Invitation to Bid, unless changed by addendum.

#### **B-6. Preparation of Bid**

Blank spaces in the Bid shall be properly completed. The phraseology of the Bid must not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations or provisions attached to a Bid shall render it unresponsive and shall cause its rejection. If erasures, interlineations or other changes appear on the form, each erasure, interlineation or change must be initialed by the person signing the Bid. Alternative bids will not be considered unless specifically provided for in the Bidding Schedule. No Bid received after the time fixed, or received at any place other than the place stated in the Invitation to Bid shall be considered. All Bids will be opened and read publicly. Bidders, their representatives and other interested parties are invited to be present at the opening. Where bonds are required, the Bidder shall name in its Bid the surety or sureties who have agreed to furnish the bonds.

#### **B-7. Bid Security**

All Bids shall be accompanied by a Bid Security. Such Bid Security shall include cash, cashier's or certified check made payable to the City or a Bid Bond executed by an admitted California surety insurer. The Bid Security must be enclosed in the same envelope with the Bid. The amount of the Bid Security shall be not less than ten percent (10.0%) of the total amount of the Bid.



The Attorney-in-Fact (resident agent) who executes the Bid Bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of execution of the surety bond which it covers.

Bid Bonds must be provided on the Bid Bond form set forth in Part II, Section D, Bidders Bond. The Bid Bond must be furnished by a company, acceptable to the City, which is authorized and licensed by the Insurance Commissioner as an "admitted surety insurer" in California.

#### **B-8. List of Subcontractors**

(a) Each Bidder shall set forth in his Bid on the form provided the following information in accordance with the provisions of Public Contract Code sections 4100-4113:

(1) The name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specifically fabricates and installs a portion of the work or improvement according to the Contract Documents, in any amount in excess of one-half of one percent (0.5%) of the Contractor's total Bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the Contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

(2) The portion of the work which will be done by each such Subcontractor. Only one Subcontractor shall be listed for each such portion of the work as defined in the Bid.

(3) The Bidder is considered the Contractor and shall perform at least thirty percent (30.0%) of the Work, as determined by a percentage of the value of the Work using Section C Bid Schedule and Section G Designation of Subcontractors.

(b) If the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the Contract pursuant to Section B-8(a) above, the Bidder agrees to perform that portion of the work itself.

#### **B-9. Interpretation of Contract Documents**

Any explanation desired by the Bidders regarding the meaning or interpretation of any of the Contract Documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time set for opening of Bids. Any such explanations or interpretations will be made in the form of addenda to the documents and will be furnished electronically through the City Website to all Bidders who shall submit all addenda with their Bids. Neither the Engineer nor any representative of the City is authorized to give oral explanations or interpretations of Contract Documents, and a submission of a Bid constitutes agreement by the Bidder that it has placed no reliance on any such oral explanation or interpretation. However, the Engineer may, upon inquiry by Bidder, orally direct the Bidder's attention to specific provisions of the Contract Documents which cover the subject of the inquiry.

**B-10. Modification of Bids**

A Bidder may modify its Bid by written communication provided such communication is received by the City prior to the closing time for receipt of Bids. The written communication shall not reveal the Bid price but should state the addition or subtraction or other modification so that the final prices or terms shall not be known by the City until the sealed bid is opened. The modification shall be submitted in the same manner as the original bid.

**B-11. Withdrawals of Bids**

Bids may be withdrawn without prejudice by formal written letter requests signed and received from Bidder prior to the time for opening of the Bids, and Bids so withdrawn will be returned to Bidders unopened when reached in the process of opening Bids. No bid may be withdrawn after the hour affixed for opening Bids without rendering the accompanying Bid Security subject to retention as liquidated damages in like manner as in the case of failure to execute the Contract after award, as in the Contract Documents herein provided. Negligence on the part of the Bidder in preparing his bid shall not constitute a right to withdraw the Bid subsequent to the opening of Bids. The bonds must be approved by the City. Prior to such approval, the Surety shall provide the documentation required by California Code of Civil Procedure section 995.660.

**B-12. Discrepancies**

In the case of discrepancy between unit prices and totals, unit prices shall prevail. In case of discrepancy between words and figures, words shall prevail.

**B-13. Servicing and Maintenance**

Each Bidder must, if requested, furnish evidence that there is an efficient service organization which regularly carries a stock of repair parts for the proposed equipment to be furnished and installed in the work and that the organization is conveniently located for prompt service.

**B-14. Bid Protest Procedure**

Any protest relating to the form or content of the bidding or contract documents must be submitted in writing to the City within five (5) calendar days from the date of the first "Notice of Intent to Award," is sent. Any person who submits a Bid shall be deemed to have waived any protest to the form or content of the bidding or contract documents.

(1) The protest document shall contain a complete statement of the basis for the protest.

(2) The protest shall identify the specific portion(s) of the bidding or contract documents that form the basis for the protest.



(3) The protest shall include the name, address and telephone number of the person representing the protesting party.

(4) The documents shall be transmitted by email at: [jtraverso@ione-ca.com](mailto:jtraverso@ione-ca.com) or hand delivery to City Hall, Attention City Clerk, 1 Main Street, Ione, CA 95640.

(5) Bid Protests shall not limit the City's ability to reject all Bids.

(6) The procedure and time limits set forth in this Section are mandatory and are the Bidder's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

Only a Bidder may submit a protest. Any protest relating to any particular proposal or the award of the contract must be submitted in writing to the City. The protest must be submitted in writing to the City within five (5) calendar days from the date of the first "Notice of Intent to Award," is sent.

(1) The protest document shall contain a complete statement of the basis for the protest.

(2) The protest shall identify the specific portion(s) of the proposal documents that form the basis for the protest.

(3) The protest shall include the name, address and telephone number of the person representing the protesting party.

(4) The party filing the protest shall concurrently transmit a copy of the protest document and any attached documentation to the City by email at: [jtraverso@ione-ca.com](mailto:jtraverso@ione-ca.com) or hand delivery to City Hall, Attention City Clerk, 1 Main Street, Ione, CA 95640 and to all other parties who have a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. The documents shall be transmitted by e-mail, personal delivery to all other parties.

(5) Bid Protests shall not limit the City's ability to reject all Bids.

(6) The procedure and time limits set forth in this section are mandatory and are the Bidder's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

#### **B-15. Disqualification of Bidders**

More than one Bid from an individual, firm, partnership or corporation under the same or different names shall not be considered. Reasonable grounds for believing that any individual,



firm, partnership or corporation is interested in more than one Bid for the work contemplated may cause the rejection of all Bids in which the individual, firm, partnership or corporation is interested. If there is reason for believing that collusion exists among the Bidders, any or all Bids may be rejected. Bids in which the price is obviously unbalanced may be rejected.

All Bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this Contract is in violation of the competitive bidding requirements of the Public Contract Code and may render void any Contract let under such circumstances.

#### **B-16. Award of Contract**

The City reserves the right to accept or reject any and all Bids after the date of opening, and to waive any informality or irregularity in any Bid. No Bid can be withdrawn for sixty (60) calendar days.

The City reserves the right to reject any or all Bids, including, without limitation, the right to reject any non-conforming, non-responsive, unbalanced, or conditional bids.

Before a Bid is considered for award, the City may, in addition to the Experience Qualifications form set forth in Part II, Section F, below, require a Bidder to submit a statement of facts and detail as to his business, technical organization and financial resources and equipment available and to be used in performing the work. Additionally, the City may require evidence that the Bidder has performed other work of comparable magnitude and type. The City expressly reserves the right to reject any Bid if it determines that the business and technical organization, equipment, financial and other resources or other experience of the Bidder (including the Bidder's Subcontractors) is not sufficiently qualified for the work bid upon and, therefore, justifies such rejection.

The award of the Contract, if it is awarded, shall be to the responsible Bidder submitting the lowest responsive bid. Within seven (7) days after the date of bid opening, the responsible low responsive Bidder shall deliver to the City, in a form acceptable to the City, a complete cost breakdown for the project herein bid.

The issuance by the City of a notice to the successful Bidder of the award of the Contract ("Notice of Award") shall be deemed the Award of Contract ("Award") once the City Council has approved by resolution the Award and all necessary documents have been provided by the Contractor.

#### **B-17. Contract Bonds**

The successful Bidder shall furnish both a Performance Bond and a Payment Bond in the amounts specified in the forms attached hereto.

These Bonds shall be furnished in the forms enclosed following the Contract and shall be satisfactory to the City and shall be obtained from a responsible corporate surety (or sureties) acceptable to the City, which is licensed by the State of California to act as surety upon bonds and

undertakings and which maintains in this State at least one office for the conduct of its business. The surety (or sureties) shall furnish reports as to its financial condition from time to time as requested by the City. The premiums for said Bonds shall be paid by the successful Bidder.

These Bonds shall be furnished by companies who are authorized and licensed by the Insurance Commissioner as an "admitted surety insurer." The surety shall provide the City with the documentation required by Section 995.660 of the California Code of Civil Procedure.

If any surety becomes unacceptable to the City or fails to furnish reports as to its financial condition as requested by the City, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

In the event of any conflict between the terms of the Contract and the terms of the Bonds, the terms of the Contract shall control and the Bonds shall be deemed to be amended thereby. Without limiting the foregoing, the City shall be entitled to exercise all rights granted to it by the Contract in the event of default, without control thereof by the surety, provided that the City gives the surety notice of such default at the time or before the exercise of any such right by the City, and, regardless of the terms of said Bonds, the exercise of any such right by the City shall in no manner affect the liability of the surety under said Bonds.

#### **B-18. Substitution of Securities for Monies Withheld**

Bidders are hereby notified that in accordance with the provisions of Public Contract Code section 22300, securities may be substituted for any monies which the City may withhold pursuant to the terms of the Contract to insure performance.

#### **B-19. Execution of Contract**

The successful Bidder will be notified in writing by the City of the award of the Contract within ninety (90) days after opening of Bids. Accompanying the City's Notice of Award will be the Contract, in duplicate, which the successful Bidder will be required to execute and return, together with the Performance and Payment Bonds, and the required certificates and policies of insurance together with the required endorsements thereto (or equivalent) for the Contractor and the workers' compensation certificate (see Section F-1 of the General Conditions), to the City within ten (10) days following receipt of such Notice of Award. Failure to do so shall be just cause for annulment of the award and for forfeiture of the Bid Bond which shall be retained as damages, and it is agreed that the bond sum is a fair estimate of the amount of damages that the City will sustain by reason of such failure. The City will promptly determine if such Contract, Bonds and insurance are complete and as required by the Contract Documents, and upon such determination will forward a fully executed copy of the Contract and a Notice to Proceed with the Work to the successful Bidder. Signature by both parties constitutes execution of the Contract. In the event of failure of the lowest responsible Bidder to sign and return the Contract with acceptable Bonds and insurance as prescribed herein, the City may award the Contract to the next lowest responsible Bidder, and, in the event that the next lowest Bidder fails to sign and return the Contract with acceptable Bonds and insurance, the City may award the Contract to the then next lowest responsible Bidder, etc.



**B-20. Return of Bid Securities**

All Bid Securities will be held until the Contract has been finally executed, after which all Bid Securities, other than any Securities which have been forfeited, will be returned to the respective Bidders.

**B-21. Power of Attorney**

The Attorney-in-Fact (resident agent) who executes the Performance Bond and Payment Bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

**B-22. Time of Completion**

The time of completion of the Work to be performed hereunder is of the essence in this Contract. Delays and extensions of time may be allowed in accordance with the provisions of the General Conditions. The time allowed for the completion of the work is **sixty (60) working days. If the City proceeds with Add Alternate A and/or Add Alternate B, an additional twenty (20) working days shall be added to the Contract for a total of four hundred (80) working days.**

**B-23. Licensing Requirements for Contractors**

All Bidders, including general contractors and specialty contractors, shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents.

**B-24. Prevailing Wages**

Copies of the prevailing rate of per diem wages shall be on file at the local office of the State Department of Industrial Relations and available to any interested party. Copies of the prevailing rate of per diem wages shall also be on file at each job site.

In order to bid on or to be listed on the bid proposal for this Public Works Project all Contractors and subcontractors shall be registered with the Department of Industrial Relations and be qualified to perform Public Work pursuant to Section 1725.5 of the California Labor Code. Unregistered Contractors may still submit bids provided the bid is authorized by 7029.1 of the Business and Professions Code or by either section 10164 and 20103.5 of the Public Contract Code and Contractors register with the Department of Industrial Relations to perform Public Work pursuant to California Labor Code Section 1725.5 at the time the Contract is awarded. Subcontractors shall be registered prior to bid opening or within 24 hours of bid opening and paid the required penalty registration fees.

**B-25. Escrow of Bid Documents**

Upon award of the job to the successful Bidder, and at the time of execution of this Contract, Contractor shall present all documentation used by the successful Bidder in arriving at

the bid upon which the Contract was awarded ("Bid Documentation") to the Engineer's office. Such documentation shall be presented in a sealed envelope or box. Notice to Proceed will not be granted until City receives notice that such documentation has been received. This Bid Documentation shall include, but not be limited to any documents, pictures, or writings which relate to, arise out of, or constitute in any way notes, memoranda, phone logs, subcontractor and materialmen estimates, computations, or the like used by, complied by, or drafted by the successful Bidder or its agents in arriving at its bid for the Project.

## PART II. BIDDING DOCUMENTS

Contractor's Name: \_\_\_\_\_

## SECTION A.

### BIDDER'S CHECKLIST

All items on the Bidder's Checklist must be initialed and dated for the Proposal to be considered complete. The City reserves the right to award a Contract in a manner and on the basis which will best serve the City, taking into consideration the information in the statement of Bidder's Experience/Qualifications and past work history with the City.

The Bidders' attention is especially called to the following forms which must be executed in full as required.

#### A-1. (a) Bid Schedule

The unit prices bid must be shown in the space provided. The total bid price must be shown in the space provided.

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

#### (b) Bid Form

To be filled in and signed by the Bidder.

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

#### A-2. Bond Accompanying Bid

This bond is to be executed by the Bidder and the surety company unless bid is accompanied by cash or certified check. The amount of this bond shall be not less than ten (10) percent of the total amount bid and may be shown in dollars or on a percentage basis.

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

#### A-3. Noncollusion Declaration

A Noncollusion Declaration must be filled out, signed, notarized and submitted with the bid proposal for the bid documents to be considered complete.

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

#### A-4. Experience/Qualifications

A statement of the Bidder's Experience/Qualifications must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

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

Contractor's Name: \_\_\_\_\_

**A-5. Designation of Subcontractors**

A Designation of Subcontractors must be filled out and submitted with the bid proposal for the bid documents to be considered complete.

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

**(1) Registration with the Department of Industrial Relations**

The Bidder acknowledges that the Bidder and all listed subcontractors are currently registered with the Department of Industrial Relations. If the Bidder is unregistered it shall be registered prior to Contract award. Subcontractors if unregistered may at the latest be registered within 24 hours of bid opening and pay the required penalty registration fees.

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

**A-6. Proof of Registration with the California Secretary of State**

The Bidder shall furnish with their bid proof of registration with the California Secretary of State for the bid documents to be considered complete.

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

Contractor's Name: \_\_\_\_\_

**A-7. Insurance Requirements**

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability (1J)	\$1,000,000	\$1,000,000	XCU and Broad Form Property Additional Insured Waiver of Subrogation Primary Non-Contributory Separation of Insureds 3 year "tail" completed operations
Auto Liability (2F)	\$1,000,000 ("Any Auto")		Additional Insured Waiver of Subrogation
Work Comp (3A) Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation
Builder's Risk (5A)	Value of Project	Value of Project	Named Insured Loss Payee Waiver of Subrogation
Contractor's Pollution Legal Liability (6A)	\$1,000,000	\$1,000,000	Additional Insured Waiver of Subrogation 3 year "tail"

\*\*\*Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable.

This is a summary only. Please refer to General Conditions, Section F "Insurance and Liability" of these Project specifications.

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



Contractor's Name: \_\_\_\_\_

**A-8. Project Inspection**

The Bidder certifies that he has toured the project site and is familiar with the work involved.

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

**A-9. Bond Requirements**

The Bidder understands that a performance bond issued by an approved surety equaling one hundred percent (100.0%) of the Contract amount shall be required. A payment bond equaling one hundred percent (100.0%) of the Contract amount shall also be required.

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

**A-10. Public Contract Code Section 2203 Certification**

The Bidder acknowledges that, if his bid is \$1,000,000 or greater, he must fill-out, sign and submit the Public Contract Code Section 2203 Certification to the bid proposal for the bid documents to be considered complete.

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

**A-11. Completion**

The City makes no guarantee as to the method of work chosen by the Bidder. It is the Bidder's responsibility to plan and schedule the work in order to complete the work in the time specified in the Supplemental Conditions.

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

**A-12. Addenda**

The Bidder acknowledges that he must sign and attach any applicable addenda to the bid proposal.

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

Contractor's Name: \_\_\_\_\_

## SECTION B.

### BID PROPOSAL FORM

Proposal To: The Honorable Mayor and City Council

City of Ione

Ione, California

The undersigned Bidder hereby proposes to furnish and deliver all necessary labor, tools, material, tax, transportation, services, equipment and other means of construction to perform the work required for the completion of the projects entitled **Train Depot Park Improvement Project** in accordance with the plans, specifications and other contract documents, together with all Addenda issued by the City of Ione prior to the opening of the bid proposals, if any, now on file at City Hall located at 1 Main Street, Ione, California 95640. The amount set forth on the Bid Schedule includes all labor, materials, transportation and services necessary to complete Work, including State of California and local sales or use taxes, license or permit fees, if any.

Bidder declares that it has read the accompanying Invitation to Bid and Instructions to Bidders, has carefully examined the location(s) of the proposed work, and has examined all Contract documents, drawings and addenda issued by the City, and that it will contract with the City to construct and complete the project in satisfactory condition, has completed the Bidder's checklist and all other bid documents set forth in Part II, Sections B through G.

If awarded the Contract, the Bidder expressly agrees to begin work not later than the date listed on the notice to proceed. The Bidder further agrees to complete all Work required under the Contract within **sixty (60) working days**. **If the City proceeds with Add Alternate A and/or Add Alternate B, an additional twenty (20) working days shall be added to the Contract for a total of eighty (80) working days**, upon the issuance of the Notice to Proceed, as to accept in full payment the price indicated on the Bid Schedule.

The Bidder acknowledges and understands that a waiting period from the time of bid opening until award may be ninety (90) days during which time the bid may not be withdrawn. The Bidder further acknowledges that it has adjusted the bid price to include all possible items which may influence the proposal during the waiting period. Requests for bid price change due to the delay shall not be agreed to by the City.

As provided in the Bidder's Checklist, enclosed is a ( ) cash deposit, ( ) cashier's check, ( ) surety bid bond ( ) certified check (check as appropriate) in an amount of not less than ten percent (10.0%) of the amount of the bid. If a bid bond was submitted, the name of the Surety is \_\_\_\_\_, and the bid bond provided is in an amount not less than ten percent (10%) of the amount bid. If the enclosure is a check or bond, it is made payable to the City of Ione.

The undersigned Bidder agrees that the enclosed cash deposit, cashier's check, certified check or surety bond accompanying this proposal, shall be left on deposit with the fund out of which the expenses of preparation and printing of the plans and specifications, estimates of cost,

Contractor's Name: \_\_\_\_\_

and publication of notice are paid. The undersigned Bidder further agrees that this amount is the measure of the damages which the City will sustain by the default of the undersigned through failure to execute and deliver the above Contract and bonds within ten (10) days of written notice of the award of the Contract to the undersigned and that the money or surety bond so deposited shall be collectible and become the property of the City in case of such default.

As required by the Public Contract Code section 4104, the subcontractors listed on the Designation of Subcontractors form each subcontractor's name and location of the place of business of each subcontractor who will perform work or labor or render service to the undersigned Bidder (Contractor) in or about the construction of the work or improvement or a subcontractor licensed by the State of California who under their subcontract specifically fabricates and installs a portion of the work or improvement according to drawings contained in the plans or specifications in an amount excess of one-half of one percent (0.5%) of the total bid or, in the case of bids or offers for the construction of streets or highways, including bridges in excess of one-half of one percent (0.5%) of the Contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater, and the portion of the Work which will be done by each subcontractor, if the Contract for the Work is awarded to the undersigned.

All Bidders shall complete all of the following:

Contractor's Name (Printed): \_\_\_\_\_

Bidders Signature: \_\_\_\_\_

Bidder's Name (Printed): \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

Contractor's License Classification: \_\_\_\_\_

Contractor's License Exp. Date: \_\_\_\_\_

(NOTE TO BIDDERS: No bid shall be valid unless signed by the person making the bid. If the party is an individual, the same shall be signed by the individual; if the party is a partnership, the name of the partnership shall be given and signed by one of the partners; if the same is a corporation, the bid should be signed by the corporation by its properly authorized officer or officers.)



Contractor's Name: \_\_\_\_\_

### SECTION C. BID SCHEDULES

#### BID SCHEDULE – TRAIN DEPOT PARK IMPROVEMENT PROJECT

The following quantities are approximate only and are given for the purpose of comparing proposals. The City does not expressly or by implication agree that the actual amount of Work will correspond with quantities given herein, but reserves the right to increase or decrease the amount of any class or portion of the Work as may be deemed necessary or advisable by the Engineer. Payment shall be based upon the actual quantities installed or constructed, unless otherwise specified.

BASE BID - TRAIN DEPOT PARK IMPROVEMENTS					
Item No.	Description	Units	Estimated Quantity	Unit Price	Total Price
1	Mobilization	LS	1		
2	Construction Storm Water Management	LS	1		
3	Clearing and Grubbing	LS	1		
4	Concrete Swale	LS	1		
5	Concrete Mow Strip	LS	1		
6	18" Storm Drain System	LS	1		
7	Restroom Building & Water Service Connection	LS	1		
8	Curb	LS	1		
9	ADA Drinking Fountain	LS	1		
10	Utility Connections	LS	1		
11	Parking Area	LS	1		
12	Truncated Domes	LS	1		
13	Parking Stall Stripping	LS	1		
SUBTOTAL BASE BID*					

Contractor's Name: \_\_\_\_\_

(a) **BID SCHEDULE – ADD ALTERNATE A, ADD ALTERNATE B**

(b) The following quantities are approximate only and are given for the purpose of comparing proposals. The City does not expressly or by implication agree that the actual amount of Work will correspond with quantities given herein, but reserves the right to increase or decrease the amount of any class or portion of the Work as may be deemed necessary or advisable by the Engineer. Payment shall be based upon the actual quantities installed or constructed, unless otherwise specified.

<b>ADD ALTERNATE A: DESIGN AND INSTALL LANDSCAPING INCLUDING CONCRETE WALKS</b>					
<b>Item No.</b>	<b>Description</b>	<b>Units</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
14	Sidewalk	LS	1		
15	Landscape Design & Installation	LS	1		
16	Landscape Irrigation System	LS	1		
<b>SUBTOTAL ADD ALTERNATE A*</b>					

<b>ADD ALTERNATE B: PROVIDE AND INSTALL PLAY-AREA SURFACE</b>					
<b>Item No.</b>	<b>Description</b>	<b>Units</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
17	Play Area	SQFT	4,400.		
<b>SUBTOTAL ADD ALTERNATE B*</b>					
<b>TOTAL BID PRICE*</b>					
<b>(BASED BID + ADD ALTERNATE A + ADD ALTERNATE B)</b>					



Contractor's Name: \_\_\_\_\_

\* The basis of comparison of bids shall be by evaluation of the TOTAL BID PRICE (BASE BID PLUS ADD ALTERNATE A PLUS ADD ALTERNATE B). The City retains sole discretion whether to proceed with any ADD ALTERNATES dependent upon completion and evaluation of preceding bid items.

**Note:** LS=Lump Sum; SQFT=Square Foot; CY=Cubic Yard; EA=Each; LF=Linear Foot; TON=Ton; SQYD=Square Yard; (F)=Final Pay Item

Contractor's Name (Printed): \_\_\_\_\_

Bidders Signature: \_\_\_\_\_

Bidders Name (Printed): \_\_\_\_\_  
(Same Signature as on Proposal)

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

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

Contractor's Name: \_\_\_\_\_

## SECTION D.BIDDER'S BOND

We \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety are bound unto the City of Ione, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

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

WHEREAS, the Principal is submitting a bid to the Obligee, for \_\_\_\_\_

*(Copy here the exact description of work, including location, as it appears on the proposal)*

for which bids are to be opened at \_\_\_\_\_

*(Insert place where bids will be opened)*

\_\_\_\_\_ on \_\_\_\_\_

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

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

Dated: \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_  
Principal

\*By \_\_\_\_\_  
Surety

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### CERTIFICATE OF ACKNOWLEDGMENT

City of Ione

County of \_\_\_\_\_ SS

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me, a notary public

in and for the county and state aforesaid, personally appeared \_\_\_\_\_

*Attorney-in-Fact*

known to me to be the person whose name is subscribed to the within instrument and known to me to be the Attorney-in-Fact of

\_\_\_\_\_, and acknowledgment to me that he (she)

subscribed the name of the said company thereto as surety, and his (her) own name as Attorney-in-Fact.

(SEAL)

\_\_\_\_\_  
Notary Public

**\*Note: The signature of the Surety must be done before a Notary Public and acknowledgements with appropriate seals attached hereto. Also the Surety must be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."**

Contractor's Name: \_\_\_\_\_

**SECTION E.**

**NONCOLLUSION DECLARATION TO BE EXECUTED**

**BY BIDDER AND SUBMITTED WITH BID**

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 \_\_\_\_[date], at \_\_\_\_[city], \_\_\_\_[state]."

Contractor's Name (Printed): \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_  
(Same Signature as on Bid Proposal Form)

Bidder Name (Printed): \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

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

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

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Signature of Notary Public

Contractor's Name: \_\_\_\_\_

## SECTION F.

### EXPERIENCE/QUALIFICATIONS STATEMENT

The Bidder has been engaged in the contracting business, under the present business name for \_\_\_\_\_ years. Experience in work of a nature similar to that covered in the proposal extends over a period of \_\_\_\_\_ years.

The Bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to him, except as follows:

The following contracts have been satisfactorily completed in the last five (5) years for the persons, firm or authority indicated, and to whom reference is made:

Year	Type of Work	Contract Amount	Owner/Agency for Whom Work was Performed

The following is a list of plant and equipment owned by the Bidder, which is definitely available for use on the proposed work as required.

Quantity	Name, Type and Capacity	Condition	Location

Contractor's Name (Printed):

\_\_\_\_\_

Bidders Signature:

\_\_\_\_\_

Bidders Name (Printed):

\_\_\_\_\_

(Same Signature as on Bid Proposal Form)

Bidders Title:

\_\_\_\_\_

Date:

\_\_\_\_\_



## SECTION G.

### DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contract Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the undersigned Bidder (Contractor) in or about the construction of the work or improvement or a subcontractor licensed by the State of California who under their subcontract specifically fabricates and installs a portion of the work or improvement according to drawings contained in the plans or specifications to be performed under these specifications in excess of one-half of one percent (0.5%) of the Contractor's total bid or, in the case of bids or offers for the construction of streets or highways including bridges in excess of one-half of one percent (0.5%) of the Contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater. The Contractor shall list the portion of the work which will be done by such subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity.

The failure to list a license number and/or a DIR registration number for those subcontractors listed below shall be grounds to declare the Bidder's Bid non-responsive.

SUBCONTRACTOR (Name & Location)	SUBCONTRACTOR'S LICENSE/DIR NUMBER	PORTION OF WORK	DOLLAR VALUE

Contractor's Name (Printed):

---

Bidders Signature:

---

Bidders Name (Printed):

(Same Signature as on Bid Proposal Form)

Bidders Title:

---

Date:

---

**SECTION H. SECTION 2203 CALIFORNIA PUBLIC CONTRACT CODE  
CERTIFICATION**

I, \_\_\_\_\_ certify that myself and if applicable the legal entity which I propose to enter into this Contract with the City of Ione is not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code (CPCC) as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 of the CPPC, or as a person described in subdivision (b) of Section 2202.5 of the CPPC, as applicable.

Contractor's Name (Printed):

\_\_\_\_\_

Bidders Signature:

\_\_\_\_\_

Bidders Name (Printed):

\_\_\_\_\_

(Same Signature as on Bid Proposal Form)

Bidders Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**If the Bid is \$1,000,000 or greater, the Bidder must fill-out, sign and submit this Certification with his bid proposal for the bid documents to be considered complete.**

## PART III. CONTRACT DOCUMENTS

## **CONTRACT**





CITY OF IONE  
BALANCE SHEET  
JUNE 30, 2023

#4

IMPACT FEES-PARKS(WAS CAP. PRO

ASSETS

9514-00-1000	CASH IN COMBINED FUND	1,227,047.29	
9514-00-1261	LOAN RECEIVABLE	21,045.63	
	TOTAL ASSETS		1,248,092.92

LIABILITIES AND EQUITY

LIABILITIES

9514-00-2225	DEPOSITS FROM OTHERS	( 7,388.60)	
9514-00-2412	DEF INFLOW-PARKS	21,046.00	
	TOTAL LIABILITIES		13,657.40

FUND EQUITY

9514-00-3110	FUND BALANCE	1,177,501.72	
	REVENUE OVER EXPENDITURES - YTD	56,933.80	
	BALANCE - CURRENT DATE	1,234,435.52	
	TOTAL FUND EQUITY		1,234,435.52
	TOTAL LIABILITIES AND EQUITY		1,248,092.92

CITY OF IONE  
REVENUES WITH COMPARISON TO BUDGET

IMPACT FEES-PARKS(WAS CAP. PRO

		YTD ACTUAL	BUDGET	UNEARNED	
	<u>TAXES</u>				
9514-41-4182	IMPACT FEES	56,933.80	310,000.00	253,066.20	18.4
9514-41-4186	IMPACT FEES-ACRA	.00	16,000.00	16,000.00	.0
	TOTAL TAXES	56,933.80	326,000.00	269,066.20	17.5
	TOTAL FUND REVENUE	56,933.80	326,000.00	269,066.20	17.5

CITY OF IONE  
EXPENDITURES WITH COMPARISON TO BUDGET

IMPACT FEES-PARKS(WAS CAP. PRO

		YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PARKS IMPACT EXPENDITURES</u>				
9514-50-8813	CAPITAL OUTLAY-OTHER THAN BLDG	.00	200,000.00	200,000.00	.0
	TOTAL PARKS IMPACT EXPENDITURES	.00	200,000.00	200,000.00	.0
	TOTAL FUND EXPENDITURES	.00	200,000.00	200,000.00	.0
	NET REVENUE OVER EXPENDITURES	56,933.80	126,000.00	69,066.20	45.2