

REQUEST FOR QUALIFICATIONS (RFQ)

DESIGN-BUILD SERVICES

**DWIGHT MURRAY PLAZA
Project No. PK15RA01**



City of Napa Public Works Department
1600 First Street/P.O. Box 660
Napa, CA 94559-0660
(707) 257-9520

DUE: November 18, 2016 at 4:00PM

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Part I –PROJECT INFORMATION

A. GOAL

The City of Napa (City) submits this Request for Qualifications (RFQ) to solicit Statements of Qualifications (SOQs) from teams interested in contracting to serve as the design-builder for the Dwight Murray Plaza Design-Build Project. The design-build team must be willing and able to collaborate with the City in a partnership to deliver the project components in substantial accordance with the City-approved Dwight Murray Concept Plan in a timely and cost effective manner. The majority of the contract work will be to level the plaza in order to create an entirely at-grade public space. The public space shall complement and enhance surrounding uses while providing a useful gathering space, recreational use and a place for public art.

This Solicitation is for the selection of the Design/Build Team for the plaza infrastructure and will be conducted through a qualifications based process. Once the most qualified team is selected, a contract for design and construction services will be negotiated.

B. PROJECT BACKGROUND

The Dwight H. Murray, Sr., M.D. Plaza (Plaza) is a civic plaza that was constructed and dedicated by the City's former Redevelopment Agency in 1974 under the auspices of "urban renewal." In 2001, the Agency made minor improvements to the Plaza, which included the removal of the defunct clock tower and trellis structures and installation of seating and plantings in the broken fountain. The Plaza is bordered by the Brown Street Corridor to the east, which is closed to automobile traffic and functions as a pedestrian corridor connecting people north and south from the Downtown core to the Second Street Parking Garage. The Brown Street Corridor was formerly a street and as such, still contains active, underground infrastructure. Nearby the plaza are the County Administrative Offices and Courthouse, surface and structured parking on Pearl Street, 9/11 Memorial, and retail and service businesses. The Plaza is bordered by First Street to the south and commercial uses on the west and north sides.

In 2015, the City Council identified the renovation of the Plaza as a high-priority project and approved funding in both the 2015/16 & 2016/17 Capital Improvement Program budgets. The City subsequently engaged, Bottomley Design & Planning and vanderToolen Associates to evaluate and create a conceptual design for the Plaza and Brown Street Corridor. The consultants conducted several outreach meetings with adjacent property owners, businesses, and downtown stakeholders to obtain input in the development of the concept design. The consultant team presented their final concept plan for the Plaza to the Parks and Recreation Commission in April 2016 and the City Council for approval on May 17, 2016. The approved Plaza conceptual plan provides:

1. Flexibility of space for special events and users through keeping the center portion of the plaza level and free of non-portable structures.

2. Shade cast by tree canopies and flexible shade that can be adjusted, through use of moveable umbrellas.
3. Improved business visibility from First Street and the Brown Street corridor.
4. Quality paving in design and material, flexible seating areas, and attractive lighting, all of which will provide an inviting atmosphere day or night.
5. Integration with and connection to the Brown Street Corridor.
6. An outdoor fountain containing artistic embellishments near First Street leaving the majority of the plaza available for special events.
7. Removal of the existing bus stop pocket to enhance pedestrian movement at the plaza site and along First Street.

The City is seeking a design-build team to partner with the City to design the Plaza in conformance with the approved concept plan and to complete the construction by May 31, 2017. The design-build team will be responsible for all design & construction services associated with the demolition of existing improvements, filling the below-grade portion of the Plaza, providing adequate surface drainage, installing a new Plaza surface and other landscape pavers and providing electrical service for lighting as well as planting trees and landscaping. A separate solicitation process is currently underway for the outdoor fountain. Once selected, the fountain design/build team will become a subcontractor to this design-build team. A copy of the RFQ for the Fountain is contained in Attachment I.

There is a large mechanical room located underneath the existing abandoned fountain, see Attachment J. It is the City's desire to use the existing space underneath the plaza to house the fountain's ancillary equipment, if possible. Any necessary work to prepare this vault for use including improved access and compliance with all building code regulations shall be included in the work included through this solicitation.

The City is very concerned about disruption to the businesses surrounding the Plaza and requires the design-build team to consider measures to reduce the impacts, while providing access, particularly when working immediately adjacent to the buildings themselves. As such, the contractor shall identify and use measures to minimize disturbance to the local businesses operating adjacent to the Plaza. A collaborative relationship between the design-build team and the City will be essential for the delivery of this project.

C. AVAILABLE INFORMATION

Additional information is provided with this RFQ so that the successful selected team is familiar with the project and city contract requirements. Any concerns with city requirements or available information concerning the project shall be included in the RFQ response.

Attachments include:

- General Information Form (Attachment A)
- City of Napa Standard Contract (Attachment B)
- Faithful Performance Bond/Labor and Materials Bond (Attachment C)
- Draft Design-Build Required Deliverables and Performance (Attachment D)
- Dwight Murray Plaza Concept Plan and Material List (Attachment E)
- Napa Municipal Code (CH 2.91) Contracting Ordinance (Attachment F)
- Special Provisions (Attachment G)
- Preliminary Survey and Line Work for Concept Plan (Attachment H)
- Fountain RFQ (Attachment I)
- Plans for the Existing Vault beneath Dwight Murray Plaza (Attachment J)

D. PROJECT DESCRIPTION

In order to maintain an open and flexible space for community events and to minimize the number of street closures, the project design and construction shall conform to the concept plan by providing:

1. multiple areas where a moveable stage can be placed;
2. several power outlet connections which can also be used during special events;
3. Plaza lighting;
4. fixed seating along the perimeter of the space, allowing a more flexible and open area for seating that can be rearranged in the center;
5. moveable seating, in the form of bistro-style tables and chairs and umbrellas for adaptable shade opportunities with an integrated, cable-locking system to ensure the moveable furniture is secured at night;
6. landscaping with irrigation;
7. Design shall comply with the City's Stormwater Standard Ordinance 8.36
8. a surface drainage system to accommodate a 25-year design storm flow with adequate overland escape for the 100-year event;
9. a paver surface that can accommodate vehicles for offloading moveable staging and equipment for events and that can accommodate Commercial vehicles such as a Vactor Truck within a portion of the Plaza on the Brown Street right-of-way;
10. a subsurface drainage system beneath the proposed paving surface with connection to the existing 18" storm drain beneath Brown Street. The goal of this would be to reduce the potential for deflection of the pavers and result in a smooth trip-free surface over time;
11. electrical controls for lighting; and
12. coordination in the construction of an outdoor fountain, designed & constructed by a subcontractor, which utilizes the existing vault below the Plaza for ancillary equipment, if possible.

Part II –INSTRUCTIONS

A. QUALIFICATIONS

Before preparing the Statement of Qualifications (SOQs) package, the design-build team shall carefully examine the entire Request for Qualifications (RFQ) and become familiar with its contents. Submission of the SOQs package shall be considered evidence that the design-build contractor team has fully studied the RFQ, and is familiar with the general conditions to be encountered in performing any services.

The design-build team covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services for the design and construction of Dwight Murray Plaza. The design-build team further covenants that if the City enters into a contract with the design-build team to perform services for this project, no person having any such interest shall be employed by the design-build team. The design-build team acknowledges that any person or entity who has participated in advising the City regarding the design of this project is considered by the City to have a conflicting interest in this project, as described by this section.

B. RFQ INQUIRIES

A non-mandatory informational meeting will be held at **10:30 AM Pacific Time on October 25, 2016 at 1600 First Street in Napa.**

Inquiries on the contents of the RFQ will be accepted in written form only. Inquiries can be mailed or emailed to Demery and Associates, 3676 Banbury Court, Santa Rosa, CA. 95404, email phil@demeryandassoc.com. The deadline for inquiries is **4:00 PM Pacific Time on October 28, 2016**, after which time no further inquiries will be addressed.

Substantive requests for information received may be responded to in writing by the City in the form of an addendum to this RFQ and sent to all recipients of the RFQ.

C. SUBMISSION OF QUALIFICATIONS (SOQs)

The qualifications submittal must be submitted by four p.m. **(4:00 PM), Pacific Time on November 18, 2016**. Late submittals will not be accepted and will be returned unopened. It is the design-build team's responsibility to see that the qualifications are received at the proper time. The City is not responsible for delays due to mailing or courier/delivery service. The time the qualifications are received at the Public Works counter shall determine the official time received. The submission of qualifications shall constitute a firm offer for design-build services to the city for ninety (90) days from the submission deadline for RFQ response.

Please submit four (4) copies of the qualifications and one (1) unbound original of the qualifications for the purpose of photocopying by the City, if necessary. Submittals must be delivered in a sealed opaque envelope, clearly marked "RFQ-DESIGN-BUILD DWIGHT MURRAY PLAZA," and addressed to the attention of:

City of Napa Public Works Department
P.O. Box 660
1600 First St.
Napa, CA 94559-0660
Attn: Jacques R. LaRoche, Public Works Director

D. SIGNATORY REQUIREMENTS

The General Information Form included as Attachment A shall be signed by an authorized representative of the design-build contractor team. The design-build team shall furnish documentation that the person signing the Form is empowered with signatory authority for the design-build contractor. The Form may be accompanied by a Corporate Resolution.

E. DESIGN-BUILD CONTRACTOR QUALIFICATIONS

1. The design-build contractor team will have experience in design-build and/or design-bid-build projects of similar size and scope and successfully engaged with local agencies in the delivery of similar projects. The City encourages participation from teams with offices within Napa and near Napa.
2. The design-build contractor will provide a Project Manager with the successful completion of similar projects. The Project Manager will be individually responsible for all design-build contractor services.

F. PROPOSED SCHEDULE

RFQ Issued.....	10/17/16
Non-mandatory Information Meeting.....	10:30AM on 10/25/16
Inquiry Deadline.....	4:00PM on 10/28/16
Qualifications Due	4:00PM on 11/18/16
Interviews.....	12/8/16 (tentative)
Selection Notification	12/22/16
Integration with Fountain Design Contractor	1/9/17
Final Negotiations	by 1/23/17
City Council Award Date	2/07/17 (tentative)

G. QUALIFICATIONS CONTENTS

The SOQs should consist of the following major sections, and in the order shown:

- A. Transmittal Letter
- B. Executive Summary
- C. Background Information
- D. Team's Experience
- E. Project Manager and Staff
- F. Project Approach
- G. Quality Assurance/Quality Control
- H. Exceptions

Further information on qualification submittal content and format is included in Part III of this RFQ.

H. ADDITIONAL ITEMS RELATED TO THE QUALIFICATIONS

1. Qualifications/Rejection/Qualifications Costs:

This Request for Qualifications does not commit the City to entering into a contract, to paying any costs incurred in the preparation of any responses to this RFQ, or to procure or contract for services. The City reserves the right to cancel in whole or in part this RFQ, to select the design-build contractor team it considers most favorable to the City's interest in its sole discretion, and to waive irregularities or informalities in any qualifications submittals or in the qualifications procedures. The City further reserves the right to issue a new RFQ at its sole discretion. In addition, the qualifications and other materials provided to the City in relation to this RFQ will become the property of the City.

2. Subconsultants/subcontractors:

If any part of the work or products described in the qualifications is to be provided by subconsultants, please provide the following:

- A description of each subconsultant/subcontractor's role in this project
- A description of previous joint ventures between firms/companies on design-build team
- The corporate or company name and names of officers or principals of companies proposed as subcontractors

3. Contract & Insurance Requirements:

The City has stringent requirements in contracting with consultants, and is unable to make substantial changes to the insurance requirements and the contract to be used for this project. Attachment B contains a sample Agreement for Services.

Respondents are strongly encouraged to have the contract reviewed by their insurance company. Please include any proposed exceptions or changes to the contract in your response. Any proposed exceptions or changes to these provisions will be subject to City approval.

The laws of the State of California shall govern the contract executed between the successful design-build contractor and the City and any interpretations or constructions thereof. Further, the place of performance and transaction of business shall be deemed to be in the City of Napa, State of California, and in the event of litigation, the exclusive venue and place of jurisdiction shall be in the State of California, and more specifically, in Napa County.

4. Requests for Additional Information:

The City reserves the right to request additional information to clarify the submitted qualifications responses.

5. Withdrawal of Qualifications:

A respondent may withdraw his or her qualifications submittal any time before the date and time when qualifications are due, without prejudice, by submitting a written request for withdrawal to the Public Works Director. Verbal withdrawal requests or withdrawal requests by telephone will not be accepted by the City.

I. PUBLIC RECORDS

Each team submitting SOQs is hereby informed that, upon submittal of its package to the City in accordance with this RFQ, the package contents are the property of the City.

1. Unless otherwise compelled by a court order, the City will not disclose any submittal package contents while the City conducts its deliberative process in accordance with the procedures identified in this RFQ. However, after the City either awards an agreement to a successful design-build team, or the City rejects all submittal packages, the City shall consider each submittal package subject to the public disclosure requirements of the California Public Records Act (California Government Code sections 6250, *et seq.*), unless there is a legal exception to public disclosure.
2. If a design-build team believes that any portion of its submittal package is subject to a legal exception to public disclosure, the design-build team shall: (1) clearly mark the relevant portions of its package “Confidential”; and (2) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act; and (3) the design-build team shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the “Confidential” portion of the qualifications submittal.

J. CONFLICT OF INTEREST

No City employee or elected or appointed member of City government may participate directly or indirectly in the procurement process pertaining to this RFQ if they:

1. Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.
2. Are negotiating for or have an arrangement concerning prospective employment with companies that are part of the design-build team. The submitter warrants to the best of his knowledge that the submission of the package will not create such conflict of interest. In the event such a conflict occurs, the submitter is to report it immediately to the Purchasing Agent. For breach or violation of this warranty, the City shall have the right to annul any contracts entered into with design build team without liability at its discretion, and design build team may be subject to damages and/or debarment or suspension.
3. The design-build team covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services for the design and construction of Dwight Murray Plaza. The design-build team further covenants that if the City enters into a contract with the design-build team to perform services for this project, no person having any such interest shall be employed by the design-build team. The design-build team acknowledges that any person or entity who has participated in advising the City regarding the design of this project is considered by the City to have a conflicting interest in this project, as described by this section.

K. EVALUATION CRITERIA

A selection panel consisting of City's representatives will evaluate the SOQ submittals. The opinion of the selection panel is final. The selection will be based on the team's experience/qualifications and ability to collaborate with the City for the cost effective delivery of the project improvements. The submitted qualifications package that is deemed to provide the best value to the City will be selected.

The top design-build teams may be invited to an interview with the selection committee at a City office in Napa, California if the selection committee determines that interviews would further benefit the selection process after review of the qualification submittal packages. Based upon the submitted packages and the Contractor presentations (if interviews are held), the committee will select the team which will best meet the City's requirements under Napa Municipal Code Section 2.91.010 and Section 2.91.050

(Attachment F). The City may conduct such investigations as it considers necessary to assist in the evaluation of any content and qualifications. Teams will be evaluated on the basis of:

1. Demonstrated understanding of the project, including project approach and timelines.
2. Overall qualifications and experience, specifically the ability to design and construct in conformance with the Plaza Concept Plan and the City of Napa Standards, and overall experience of the staff assigned to the project.
3. Design-build team's approach to the project including collaboration with City, minimizing disruptions to adjacent businesses, and reducing project costs.
4. Responsiveness to the Request for Qualifications process.
5. References, firm history, and sufficiency of financial resources.
6. The top-ranked firm based upon the qualifications submittal and interviews will be given the opportunity to enter into project negotiations with the City and execution of an agreement for Design-Build Services with the City.
7. If an agreement regarding scope and fee is not reached within a reasonable period, the City may pursue negotiations with the next ranked firm or reissue the RFQ altogether.

L. AWARD OF CONTRACT

Submittals will be analyzed and award shall be made to the design-build team whose submitted information is determined to be the best value to the City, taking into consideration the criteria established for evaluation set forth in this RFQ.

1. The City reserves the right to reject any item or items, to waive informalities, technical defects and minor irregularities in responses received; and to select the team that offers the best value to the City. Should the City elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy.
2. The City reserves the right to withhold award of contract for a period of ninety (90) days following RFQ opening.
3. The City reserves the right to cancel this RFQ for any reason without any liability to any team submitting qualifications. This solicitation does not constitute a contract, offer of employment, or offer of purchase. The City reserves the right to reject any and all qualification packages at its sole discretion.

4. Upon receipt of notification from the City, the apparently successful design-build team shall be required to enter into negotiations for eventual execution of a contract in a form substantially similar to that set forth in Attachment B, Sample Agreement, for design/build services set forth in this RFQ as well as the General Terms and Conditions. Requested items are to be furnished as described in the RFQ and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause or any related agreement. Failure to provide requested items such as signed agreement, evidence of insurance with additional insured endorsement, and copies of licenses, etc. in the time frame requested by City may result in rejection of design-build contractor.

M. GENERAL TERMS AND CONDITIONS

PLEASE READ CAREFULLY - These Provisions Are a Part of Your Submittal and any Contract Awarded

1. **Litigation Warranty.** The proposer warrants that proposer is not currently involved in litigation or arbitration concerning the Proposer's performance or service to be supplied pursuant to this contract, and that no judgments or awards have been made against proposer on the basis of Proposer's performance or service, unless such fact is disclosed to the City in the proposal. Disclosure may not disqualify the proposer. The City reserves the right to evaluate qualifications on the basis of the facts surrounding such litigation or arbitration and to require proposer to furnish the City with a surety bond executed by a surety company authorized to do business in the State of California and approved by the City in a sum equal to one hundred percent (100%) of the contract price conditional on the faithful performance by proposer of the contract in the event the contract is awarded to proposer, notwithstanding the litigation or arbitration.
2. **Taxes.** The City is not tax exempt from Sales Taxes. The City is exempt from Federal Excise Tax and will furnish Exemption Certificates when applicable.
3. **Insurance.** Selected Proposer shall provide Certificate of Endorsement naming City as additional insured in amounts specified by City prior to initiation of any services under City contract. Coverage shall be from a company authorized to transact business in the State of California and the City of Napa and shall meet the minimum specifications requested in Attachment B, Sample Agreement. It is highly recommended that proposer confers with his respective insurance carriers or brokers to determine in advance of proposal submission, the availability of insurance certificates and endorsements as prescribed and provided herein. If there are any questions regarding these insurance requirements, it is recommended that the agent/broker contact the Point of Contact. If any selected proposer fails to comply strictly with the insurance requirements, that proposer may be disqualified from award of the contract.

4. **Construction Period.** Construction shall not begin until after January 1, 2017 and shall be completed by May 31, 2017 unless another date is negotiated as a part of the contract.
5. **Documentation.** Due to the time constraints that affect contract performance all required documents requested by City shall be provided to the City within seven (7) business days following date of request. Any failure to comply may result in proposal being declared non-responsive and rejected, at City's option.
6. **Invoices.** Selected proposer shall submit monthly invoices to the address shown on the Agreement. Invoices shall contain the following information: Agreement number, date and description of supplies or services, sizes, unit of measure, quantity, unit price, sales tax, and extended totals.
7. **Annual Appropriation of Funds.** Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the City Council. The City plans and makes appropriations to the City Budget with respect to a fiscal year that starts July 1st and ends June 30th of each year. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds. Continuance of a multi-year contract beyond the limits of funds available shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year and the termination of contract by lack of appropriation shall be without penalty.
8. **Performance Standards.** Performance of work pursuant to any contract or award shall be to the satisfaction and full discretion of the City.
9. **Key Personnel.** City expects selected team's key personnel to be available for the duration of project implementation. City must be consulted in advance by design-build contractor if key personnel are to be replaced during contract term. City must give prior written approval for key personnel changes. All costs incurred by City for key personnel changes shall be borne by selected Proposer.
10. **City Facilities and Security.** All work for resulting contract must be done in a manner that offers minimum interference and disruption to the normal activities of City facilities. Proposer must comply with all facility safety and security guidelines.
11. **Sample Agreement Template.** See Attachment B, Sample Agreement for additional Terms and Conditions.

Part III – QUALIFICATIONS CONTENT AND FORMAT

GENERAL INFORMATION

Qualifications submittals shall be 8½" x 11" in size. Four (4) copies of the submittals are required as well as one (1) unbound original for City photocopying.

In order to facilitate the evaluation of the qualifications, design-build contractors should format their qualifications using the following sections:

A. TRANSMITTAL LETTER

A transmittal letter, signed by an officer who is authorized to bind the Consultant, shall be included with the qualifications.

1. Design-build Contractor Contact

Please provide the name, address, telephone number, and email of the prime contact. This will be the individual who can be contacted during qualifications evaluation if the City has questions about the submittal.

2. Location(s)

Please provide the location of the design-build contractor's headquarters. In addition, provide the location of any local support offices which will provide service to the City.

3. Company Management/Ownership

The City is looking for a design-build contractor that can provide a measure of proven stability and reliability. Please describe the Team's (and any subconsultants/subcontractor's) size, company management and ownership.

B. EXECUTIVE SUMMARY

A brief summary of the key characteristics of the team's qualifications and description of the team's ability to meet the project goals is required.

C. BACKGROUND INFORMATION

Background information should describe in general the team's history and its experience in the various types of services provided. Indicate the extent of engineering and construction of similar projects with design-build delivery or design-bid-build delivery with an emphasis on working with local municipalities. The City is also interested in similar projects managed by the respondent's proposed project manager and superintendent.

Provide a list of all contracts terminated (partially or completely) by clients for convenience or default within the past three years. Include contract value, description of work, sponsoring organization, contract number, and name and telephone number of contracting entity.

A completed copy of the General Information Form included in Attachment A of the RFQ shall be submitted with the qualifications.

D. TEAM'S EXPERIENCE

This section should address the following descriptions for the team's level of experience and organization.

Business Entity:

1. Describe your design-build team organization and list each participant, type of entity, company officers or principals, company headquarters, and office nearest Napa.
2. For each company participant, list the number of years in business, the total number of professional and other employees and the number of professional and other employers in the office that will have primary responsibility for this project.

Licensing and Qualifications:

1. Describe the professional and contracting licenses of key team participants.

General Design and Build Experience:

1. Describe the prior design-build and design-bid-build experience of your primary team members (Prime Contractor, Engineer) and describe experience working as a team and as members of other teams.
2. Describe the prior public works projects for city agencies completed as either design-build or design-bid-build construction within the last five years.
3. Describe the value engineering experience and history of your primary team members.
4. Discuss your change order history, including number, amounts and types of change order claims for the projects described elsewhere in this RFQ.

Project Management:

1. The design and construction phases require a knowledgeable project manager, engineer, and superintendent that will effectively lead a collaborative working relationship with the City to execute the project improvements in a cost effective manner. Please describe how your team leaders will approach this project with special emphasis on strategies that will be employed to reduce costs, increase efficiencies, and develop a cooperative relationship with the City. Include a team organizational chart.
2. Please identify and furnish resumes for all of the following: Project Engineer, Project Manager, Project Superintendent, and Estimator.

3. Include an estimate of the duration and percentage of time each of the above will dedicate to this project.

Design and Construction; Outdoor Lighting, Electrical, and Audio-Visual:

1. List and describe the experience of primary team members (prime/subcontractor, engineer) in the design and construction of outdoor lighting, electrical, outdoor audio/visual including location, system retro-fits and modifications, new design and construction components, cost and year of completion.
2. Describe how this experience is similar to the required work and site conditions to the proposed project.
3. Describe the cost, construction schedule, value engineering opportunities and budget for similar lighting and fountain control systems and successes achieved from the owners' point of view.
4. Identify in detail up to five outdoor lighting, electrical, audio/visual design and construction projects and/or modifications successfully completed in the past five years. Include information on size of project, number and amount of change orders, original completion dates versus actual completion dates, and owner names and contact information, including current names, phone and email addresses.

Design and Construction; Landscaping and Irrigation:

1. List and describe the experience of team members (prime/subcontractor, engineer) in the design and construction of landscaping and irrigation systems similar to this project.
2. Describe how this experience is similar to the required work and site conditions to the proposed project.
3. Describe the cost, construction schedule, value engineering opportunities and budget for similar landscaping and irrigation installations and successes achieved from the owners' point of view.
4. Identify in detail up to five landscaping and irrigation design and construction projects and/or modifications successfully completed in the past five years. Include information on size of project, number and amount of change orders, original completion dates versus actual completion dates, and owner names and contact information, including current names, phone and email addresses.

Design and Construction; Brick and Pavers:

1. List and describe the experience of team members (prime/subcontractor, engineer) in the design and construction of brick and paver installations similar to this project.
2. Describe how this experience is similar to the required work and site conditions to the proposed project.
3. Describe the cost, construction schedule, value engineering opportunities and budget for similar brick and paver installations and successes achieved from the owners' point of view.
4. Identify in detail up to five brick and paver design and construction projects and/or modifications successfully completed in the past five years. Include information on

size of project, number and amount of change orders, original completion dates versus actual completion dates, and owner names and contact information, including current names, phone and email addresses.

Design and Construction; Concrete and Concrete Finishing:

1. List and describe the experience of team members (prime/subcontractor, engineer) in the design and construction of concrete and concrete finishing similar to this project.
2. Describe how this experience is similar to the required work and site conditions to the proposed project.
3. Describe the cost, construction schedule, value engineering opportunities and budget for similar concrete and concrete finishing installations and successes achieved from the owners' point of view.
4. Identify in detail up to five concrete and concrete finishing design and construction projects and/or modifications successfully completed in the past five years. Include information on size of project, number and amount of change orders, original completion dates versus actual completion dates, and owner names and contact information, including current names, phone and email addresses.

Design Collaboration and Construction: Water/Art Feature

1. List and describe the experience of design team members collaborating with an Artist and Artists design team to incorporate an art piece into a project design. Describe the experience in constructing the integrated art piece.
2. Describe how this experience is similar to the required work and site conditions to the proposed project.

Special Construction Skills:

1. This project will include construction within the City's downtown core. The required work takes place adjacent to a downtown arterial (First Street). Effective accommodation of vehicular, bicycle, and pedestrian traffic is essential during the project. Describe team members' specific applicable experience.
2. Experience in phasing and scheduling work activities to minimize disruptions to adjacent businesses is required. It is important to the City, business owners, and traveling public that the delivery date is met, while balancing the planning and execution of the work in a manner that minimizes impacts to the stakeholders. Describe team members' specific applicable experience.
3. All work is to be completed while maintaining access to adjoining facilities including businesses and offices. Describe any project specific experience your team members have had with these special construction skills.
4. The schedule for this project is critical. Describe techniques you have employed to ensure that design services, construction management, materials and labor are available to meet the design-build construction schedule.

References:

1. Provide a minimum of three (3) references including owner name and contact name, title, address, phone and fax numbers for owners of a previously executed design-build or design-bid-build projects.
2. List appropriate references for each of the key team members

E. SUBCONSULTANTS/SUBCONTRACTORS

Identify any and all subconsultants/subcontractors proposed to serve on the project, with background information and particular experience of key personnel, including past projects and resumes. Show the key personnel in the organization chart.

F. PROJECT APPROACH

Please describe your team's approach to this design-build project including the following:

- a. Describe how your team would generally approach this design-build project.
- b. Describe opportunities within this project to reduce costs and increase efficiencies.
- c. Describe how your team will ensure quality of designs and construction.
- d. Describe your approach to construction phasing and staging to minimize public disruptions.
- e. Describe your approach to managing the overall project delivery schedule.
- f. Describe your team's approach to partnering with the City.

G. QUALITY ASSURANCE/QUALITY CONTROL

Please describe the following:

- a. Describe how your team shall provide QA and QC for both design and construction elements of the project, including but not limited to, sampling, testing, inspection, change order management, document control, communication requirements, and non-compliant work corrective action plans to ensure that the work conforms to the contract requirements. Responses shall be thorough and comprehensive, providing clear distinctions between QA and QC as well as between design and construction.
- b. Describe how your team's QA/QC program for both the design and construction elements shall cover a subcontractor, supplier, vendor, or other entity with contractual obligations to complete design or construction elements of the Project.
- c. Describe how your team's QA/QC organization functions, including the employees with specific QA or QC responsibilities, with an organization chart showing authority and reporting responsibilities.

- d. Describe how your team’s designated Quality Assurance Manager shall certify that the work has been completed in accordance with the Contract Documents, and that all required QA/QC tests, measurements, permits or other requirements have been completed and all non-conformance reports have been resolved prior to or with each request for payment submittal.

H. EXCEPTIONS

Please include a statement regarding exceptions to the sample contract. If no exceptions are included, the City will expect the design-build contractor will be able to sign the City’s contract and provide the required insurance and indemnification.

Part IV- SELECTION CRITERIA

The qualification submittals will be evaluated to determine the best overall value to the City to deliver a project with superior quality and in a timely manner

The evaluation criteria are listed below:

Evaluation Sheet		
Criteria	Maximum Points	Rating
Understanding of the work to be done	20	
Successful experience with similar kinds of work	20	
Quality of staff for work to be done	20	
References, firm history and sufficiency of financial resources	15	
Demonstrated technical ability	15	
Understanding of and experience with local conditions	10	
Total	100	

The top-ranked firm based upon the qualifications submittal and interviews (if held) will be expected to execute an agreement for Design-Build Services with the City.

If an agreement regarding final scope, fee, and contract language is not reached within a reasonable period, the City may pursue negotiations with the next ranked firm or reissue the RFQ altogether.

ATTACHMENT A

GENERAL INFORMATION FORM

**ATTACHMENT A
GENERAL INFORMATION FORM**
To be submitted
with the qualifications

**DESIGN BUILD
Dwight Murray Plaza
Project No. PK15RA01
NAPA, CALIFORNIA**

Legal Name of Firm

Firm's Address

Firm's Telephone Number

City, State, Zip

Type of Organization (Partnership, Corporation, etc.)

Name of Project Manager and Title

Name, Title and Phone Number of Person to Which Project Correspondence Should be Directed

Address Where Correspondence Should be Sent

Signature of Authorized Representative of Design-Build Team *

*To be Accompanied by Documentation that Signatory has Authority for the Design-Build Contractor

Listing of subconsultants/subcontractors proposed, their phone numbers, and areas of responsibility.

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ATTACHMENT B

**SAMPLE AGREEMENT
FOR DESIGN-BUILD CONSULTANT SERVICES**

ATTACHMENT B

AGREEMENT FOR DWIGHT MURRAY PLAZA PROJECT (PK15RA01)

This Agreement by and between the City of Napa, (hereinafter "Owner") and _____ (hereinafter "Contractor") is dated this ____ day of _____, 20____.

1. Contractor, in consideration of the promises of Owner hereinafter set forth and the acceptance by the Owner of Contractor's proposal filed with the Owner on the ____ day of _____, _____, hereby agrees to furnish all tools, equipment, labor and material necessary to perform and complete in a good and workman-like manner, the design and construction of the DWIGHT MURRAY PLAZA within the time set forth below and in accordance with the Scope of Work attached to this Agreement as Exhibit A. The following documents and all subparts in their entirety are hereby made a part of the complete Agreement: this Agreement, Scope of Work (Exhibit A), Special Provisions (Exhibit B), bonds, design documents including specifications and detailed drawings to be prepared by the Contractor, description of Deliverables and Performance (Exhibit C), Project Compensation (Exhibit D), the Request for Qualifications/Proposal issued by the City dated September 2, 2016 including addendums, proposal by the CONTRACTOR dated _____, 2016 and all other documents on file in the office of the City Clerk of City relating to this Project ("the Contract Documents"). The intent of the Contract Documents is for the Contractor to deliver the Project ready for use when completed. The Contractor shall accomplish and complete all work described in Exhibit A and any other required items to bring the Project to completion.

2. City agrees to pay Contractor a total sum not to exceed \$ _____ (IN WORDS dollars). The City, at its sole discretion, may exercise the optional additive contract items. Contractor will be paid 90% of monthly estimates of work based on contract prices in Exhibit D. Contractor will be paid 90% of such amount upon completion of the work. The retained ten percent (10%), excluding such sums as may be lawfully withheld by City, shall be paid to Contractor within sixty (60) days after completion of the work as required by the City of Napa Charter Section 102. It is understood and agreed that in accordance with California Public Contract Code §22300, the Contractor will be allowed to substitute securities for money withheld by City to insure performance under this Contract. In accordance with Public Contract Code §20104.50, City shall promptly review payment requests and if not suitable for payment, City shall no later than seven (7) days after receipt return the same with an explanation as to why the payment request is not possible. City shall make progress payments within thirty (30) days after receipt of an undisputed and properly executed request. Failure to comply with the time requirements shall subject City to interest equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

3. The following shall govern the responsibilities and indemnification by Contractor:

A. City and each of its officers, employees, consultants and agents including, but not limited to, the Public Works Director and each City's representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, emotional injury, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

B. To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, release, and indemnify and hold harmless, City and each of its officers, employees, consultants and agents including, but not limited to, the Public Works Director and each City's representative (excluding agents who are design professionals), from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims, etc., and fines of regulatory agencies or relating to claims, etc., for copyright and/or infringement patent, and attorney's fees and consultant's fees, directly or indirectly, from any cause whatsoever, directly or indirectly, arising out

of, connected with, or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or in part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of Owner or by any person or entity required to be indemnified hereunder.

C. With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against Owner and each of its officers, employees, consultants, and agents including, but not limited to City, the Public Works Director and each City's representative.

D. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.

E. To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims, procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents.

F. The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable to the claimant. The Contractor will respond within 30 days to the tender of any claim for defense and indemnity by the Owner, unless this time has been extended by the Owner. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of the contract as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

G. The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to City or other indemnified party to the extent of its active negligence.

4. This Contract shall not be assigned without the written approval of the City.

5. The Contractor, at City's request, shall be required to deliver City any and all design materials. These materials include, but are not limited to: calculations, preliminary drawings, surveys, construction drawings, shop drawings, samples, electronic media data, sketches, illustrations, specifications, descriptions, models, mock-ups, and other information developed, prepared, furnished, or delivered in the prosecution of the design work for the Project.

6. Design Phase Responsibilities. The Design Phase includes the preparation of the Design Materials for the project including, but not limited to, all necessary engineering, including civil, geotechnical, and structural; and other required analyses, survey, project site evaluations and physical investigations, preparation of design documents, and necessary design modifications. The work shall include all relevant plan reviews.

7. Ownership of Design Materials.

a. All materials and documents developed in the performance of this Agreement shall be the property of City. City shall have unlimited rights, for the benefit of City, in all drawings, designs, specifications, notes and other work developed in the performance of this Agreement, including the right to use same on any other City project at no additional cost to City. Contractor agrees to and does hereby grant to City a royalty free license to all such data

that Contractor may cover by copyright and to all designs as to which Contractor may assert any rights or establish any claim under the patent or copyright laws. The Contractor for a period of three (3) years after completion of the Project agrees to furnish and to provide access to the originals or copies of all such materials upon the request of City. City agrees to make no demand on Contractor for responsibility for the City's use of such materials for any other City project that is not the subject of a separate agreement between the City and Contractor for such use.

- b. City does not assume any obligation to employ the Contractor's services or pay Contractor royalties of any type as to future programs that may result from the work performed under this Agreement.

8. Design Errors. The Contractor shall be responsible for all design errors, including, but not limited to: errors, inconsistencies or omissions in the Design Materials, or errors, omissions and inconsistencies that do not conform to the minimum standards of the Contract Documents. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field conditions and other information known to the Contractor from the Contract Documents.

9. The Contractor shall have full care, custody and control of the project to completion and shall maintain the same in a safe and tidy condition. The Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work, and to the shops wherein the work is in preparation. Where the specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the City, or its representative, of its readiness for inspection, and without the approval thereof or consent thereto by the latter. Should any work be covered up without such notice, approval or consent, it must, if required by the City, or its representative, be uncovered for examination at the Contractor's expense.

10. The Contractor shall assume sole and complete responsibility for job site conditions for the duration of the project including, but not limited to, the safety and health conditions on the work site. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall comply with all applicable provisions of law including the standards, rules, regulations and orders established by the California Division of Industrial Safety. Contractor shall furnish and use safety devices and safeguards and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the work site safe and healthful. Contractor shall take all steps necessary to ensure that any hazardous condition is corrected promptly either by the Contractor or by assigning such responsibility to the appropriate subcontractor and ensuring that the corrections are completed. The City, City's design engineer, City's construction manager and the City's officers, agents or employees, shall not have control over or charge of or responsibility for construction or safety means, methods, techniques, procedures, as these are solely the responsibility of Contractor.

11. Should the City at any time during the progress of the work request any alterations, deviations, additions or omissions from said Contract, specifications or plans, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract but will be added to or deducted from the amount of said contract price, as the case may be, by fair and reasonable valuation. However, additional work necessitated to meet the project objectives stated in the Scope of Work (Exhibit A) shall be at no additional cost to the City. The value of any extra work to expand or work deleted to decrease the project objectives documented in the Scope of Work (Exhibit A) shall be determined in one or more of the following ways:

- A. By estimate and acceptance of a lump sum.
- B. By unit price named in the contract or subsequently agreed upon.
- C. By cost and percentage or by cost and a fixed fee.

12. Contractor shall obtain insurance acceptable to the City in a company or companies acceptable to the City. The required documentation of such insurance shall be furnished to the City at the time Contractor returns the executed contract. The Contractor shall not commence work nor shall allow its employees or agents or anyone to commence work until all insurance and properly executed endorsements required

hereunder have been submitted and approved. The Contractor shall take out and maintain at all times during the life of this Contract, the following policies of insurance with insurers (if other than the State Compensation Fund) with a current A.M. Best's rating of no less than A:VII, or its equivalent, against injury/death to persons or damage to property which may arise from or in connection with the performance hereunder by Contractor, its employees, agents and subcontractors:

A. Workers' Compensation Insurance with statutory limits as required by the Labor Code.

The policy shall be endorsed to provide thirty (30) days prior written notice to City's Public Works Director prior to cancellation and shall provide for a waiver of subrogation against City, its officers, employees and agents.

B. Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001) in an amount no less than \$3,000,000 per project, or \$3,000,000 per occurrence/\$5,000,000 aggregate. If work involves explosives, underground or collapse risks, XCU must be included. The amount of any deductible or self-insured retention over \$100,000 shall be declared to and security posted guaranteeing payment of losses and defense costs. Said policy shall contain, or be endorsed with, the following provisions:

(1) The City, its officers, employees and agents, are covered as insureds for liability arising out of the operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, with coverage to include products and completed operations of Contractor and premises owned, occupied or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents and employees.

(2) For claims related to this project, the Contractor's insurance is primary coverage to the City, and any insurance or self-insurance programs maintained by the City is excess to Contractor's insurance and will not be called upon to contribute with it.

(3) The policy shall not be canceled or materially reduced in coverage without 30 days prior written notice (10 days for non-payment of premium) to City by certified mail.

(4) Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to City, its officers, employees and agents.

C. Automobile Liability, with coverage at least as broad as Insurance Services Office form number CA 00 01 06 92, Code 1 (any auto), in an amount of \$3,000,000 per accident. The amount of any deductible or self-insured retention over \$100,000 shall be declared to and approved by the City. Said policy shall contain, or be endorsed with the provision that coverage shall not be canceled or reduced in coverage without 30 days prior written notice to City (10 days for non-payment of premium).

D. If applicable, Builders Risk (or course of construction), written on an all-risk form, for 100% completed value on the insurable part of the project. The Builders Risk policy shall provide for losses to be payable to City and Contractor as their interests may appear, and that in the event of payment for any loss under the coverage provided, the insurer shall not have rights of recovery against City and Contractor.

E. Prior to City's execution of Contract, Contractor shall provide properly executed Certificates of Insurance and Endorsements evidencing the insurance required herein, including the amount of any policy deductible or self-insured retention, on forms approved by City.

F. Contractor shall include all subcontractors as insureds under its policies or require subcontractors to secure and maintain insurance in accordance with all the requirements stated herein.

13. This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Contract, pursuant to Code of Civil Procedure §1856. No modification of this Contract shall be effective unless and until such modification is evidenced by a writing signed by both parties.

14. The Contract shall be construed and interpreted according to California law; any action to enforce the terms of this Contract or for the breach thereof shall be brought and tried in the County of Napa.

15. The execution of this Contract shall constitute Contractor's authority to proceed immediately with the performance of the Contract. Performance of Plaza construction shall begin after January 1, 2017 and shall be completed by May 31, 2017; provided, however, that if the performance is delayed by earthquake, flood, high water or other Act of God or by strike, lock-out or similar labor disturbances, the time for Contractor's performance shall be extended by a number of days equal to the number of days the completion has been delayed. Further, the completion date may also be extended for any agreed upon change orders that necessitate an extension; the date for which will be outlined in the change order. Liquidated damages and incentive pay provisions apply to this contract and are defined in Section 6 of the Special Provisions (Attachment G).

16. Contractor warrants to City that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all work will be of good quality free from faults and defects and in conformance with the contract documents. Neither final payment nor use or occupancy of the work performed by the Contractor shall constitute an acceptance of work not done in accordance with the Contract or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty material or workmanship. Contractor shall remedy any defects in the work and pay for any damage resulting therefrom which shall appear within the period of one (1) year from the date of final payment by the City for the work. The Contractor shall repair or replace any and all work, together with any adjacent work that may have been damaged or displaced, which was not in accordance with the requirements of the Contract Documents, or that may be defective in its workmanship or material within the guarantee period specified in the Contract Documents, without any expense whatsoever to City; ordinary wear and tear and abuse excepted. City will give notice of observed defects with reasonable promptness.

17. By execution of this Contract, Contractor warrants that it has carefully examined the site of the work contemplated and any plans and specifications and contract documents pertaining to the work and has satisfied itself of all local conditions affecting the work and delivery of materials; City specifically disclaims any warranties for information provided to Contractor. It is the obligation of Contractor to notify City of any and all ambiguities, conflicts, etc., in and among such plans, specifications and/or documents.

18. Contractor shall give its personal attention to the fulfillment of the Contract and shall keep the work under its control at all times. No subcontractor will be recognized as such, and all persons engaged in the work will be considered as employees of Contractor, and it will be held responsible for the work which shall be subject to the provisions of the Contract and specifications, if any. It is understood and agreed that Contractor may sublet a portion of this work to the subcontractors only who are hereinafter named, and that Contractor will perform all other work unless specifically authorized by the City as provided for in Public Contract Code §§4100, et seq., inclusive, with which provisions the parties hereto agree to comply. The said subcontractors and the work they will perform are set forth in the Contractor's proposal as follows:

Name of Subcontractor	Address of Office, Mill or Shop	Description of Work

19. Whenever, in the opinion of the City, the Contractor is neglecting the work or is not prosecuting the same with diligence or is not fulfilling the provisions of the Contract and specifications, the work, wholly or in part, may be suspended by written order of the City. If the Contractor, within five (5) days after the date of receipt of such a written order, does not agree to provide the required remedies for such deficiencies, the City may declare this Contract terminated and itself proceed to complete the work herein specified or engage others to do the same. The cost of such work and necessary materials shall be charged against the Contractor and be deducted from next or subsequent estimate payment for same. If payments to Contractor are not sufficient to cover the charges, the balance may be recovered from the Contractor or its Sureties. If City

declares the Contract terminated pursuant to this paragraph and the amount of any such charges is less than the amount which would have been due to Contractor upon completion of the work by it, the difference shall be paid it by City; should the amount of said charges exceed the latter, the difference shall be paid by Contractor to City.

20. In the event City declares this Contract terminated pursuant to the previous paragraph, Contractor shall discontinue work, and City reserves the further right to take possession of and use any materials or equipment of any nature whatsoever belonging to or used by the Contractor on the work. All expenses charged under this paragraph shall be deducted and paid by City out of any monies due Contractor under the Contract, and in such accounting City shall not be held to obtain the lowest figure for completing the Contract, but all sums actually paid therefore shall be charged to the Contractor.

21. Contractor shall procure all licenses, including, but not limited to, a City of Napa business license, and give all notices necessary and incident to the lawful prosecution of the work and comply with all conditions of any permit, license or authorization allowed. Contractor shall ensure that each subcontractor has all required permits and licenses (including, but not limited to, a City of Napa business license), given all required notices and complies with all conditions of any permit, license or authority.

22. Pursuant to Public Contract Code Section 7103.5, Contractor assigns to City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act arising from purchases of goods, services or materials for this contract. This assignment shall be made and effective at final payment without further acknowledgment by the parties.

23. Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the City, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless he/she shall have given the City due written notice of potential claim. The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and insofar as possible, the amount of the potential claim. The said notice as above required must have been given to the City prior to the time that the Contractor shall have performed the work giving rise to the potential claim for additional compensation if based on an act, or failure to act, by the City, or in all other cases within fifteen (15) days after the happening of the event, thing, occurrence, or other cause giving rise to the potential claim.

24. In the event the work requires Contractor to dig trenches or other excavations deeper than four (4) feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

- A. Material that the Contractor believes may be material that is hazardous waste, as defined in §25117 of the Health & Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- B. Unknown physical conditions at the site of unusual nature including material appearing to include archaeological artifacts or different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- C. City shall promptly investigate the conditions, and if it finds that the conditions do involve hazardous waste or archaeological artifacts, shall direct Contractor to prepare and submit plan to lawfully manage the work area and proceed with contract work.

25. Contractor shall comply with all applicable provisions of federal, state and local law including, but not limited to, the following requirements of the California Labor Code:

- A. City has obtained from the Director of the State Department of Industrial Relations the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes in the county in which said work is to be performed for each craft and type of workman or mechanic needed to execute the contract. These prevailing rates are on file in the City's office and will be made available to any interested party upon

request. The Contractor shall post a copy of said prevailing rates at the job site. Pursuant to Sections 1770, et seq., the Contractor and all subcontractors under him shall pay not less than the prevailing wage rate. The Contractor shall forfeit to the City, as a penalty, Fifty Dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, such laborer, workman or mechanic employed for each calendar day or portion thereof, such laborer, workman, or mechanic who is paid less than the prevailing wage rate for any work done under this Contract by him, or by any subcontractor under him.

- B. Pursuant to Sections 1810, et seq., eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no workman employed at any time by the Contractor, or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work thereon more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except as provided in Section 1815; all the provisions whereof are deemed to be incorporated herein, and it is further expressly stipulated that for each and every violation of said last named stipulation, said Contractor shall forfeit, as a penalty to the City, Twenty-five Dollars (\$25.00) for each workman employed in the execution of this Contract, or by any subcontractor under this Contract, for each calendar day during which said workman is required to labor more than either (8) hours in violation of the provisions of said sections of the Labor Code.
- C. Contractor shall comply with Section 1776 relating to certified copies of payroll records including the maintenance of these records and their certification and availability for inspection.
- D. Contractor agrees to comply with Sections 1777.5, 1777.6 and 1777.7 regarding employment of apprentices. The responsibility for compliance with these provisions is fixed with the prime contractor for all occupations.
- E. In the event the work involves the excavation of any trench(es) five (5) feet or more in depth, Contractor shall submit a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench(es) in accordance with Section 6705.

26. Attached hereto and made a part hereof is a Performance Bond in the amount of 100% of the estimated contract price and a Labor and Materials Bond in the amount of 100% of the estimated contract price, which shall be duly executed by Contractor as Principal and an admitted surety company as Surety prior to City's execution of this Contract. In conjunction with submittal of the bonds, the Contractor shall furnish the original, or a certified copy, of the unrevoked appurtenant Power of Attorney or other instrument authorizing the person who executed the bonds to do so and a certificate from the Clerk of Napa County that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled or suspended.

27. Contractor agrees to observe the provisions of Section 2.92.040 of the Napa Municipal Code obligating every contractor or subcontractor under a contract or subcontract to the City of Napa for public works, subject to Section 101, Napa City Charter, in the sum of twenty-five thousand dollars (\$25,000.00) or more, to refrain from discriminatory employment practices on the basis of sex, race, color, religious creed, national origin or ancestry of any employee of, or applicant for employment with, such contractor or subcontractor. Said Section 2.92.040 is by reference made a part of this contract.

28. If Contractor files a claim, it shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided by the contract for the filing of claims. For claims covered by Public Contract Code §26104, the following also applies:

- A. Claims of Less Than \$50,000.00.

- (1) For claims of less than fifty thousand dollars (\$50,000.00), City shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this section upon mutual agreement of City and the claimant.
- (3) City's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

B. Claims Over \$50,000.00.

- (1) For claims of over fifty thousand dollars (\$50,000.00) and less than or equal to three hundred seventy-five thousand dollars (\$375,000.00), City shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims City may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this section upon mutual agreement of City and the claimant.
- (3) City's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

C. If the claimant disputes City's written response, or City fails to respond within the time prescribed, the claimant may so notify City, in writing, either within fifteen (15) days of receipt of City's response or within fifteen (15) days of City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, City shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

D. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to this section until the time the claim is denied, including any period of time utilized by the meet and confer conference.

29. In the event any party to this Contract brings an action to enforce or interpret the provisions of this Contract, the prevailing party in such action shall be entitled to recover reasonable attorney's fees from the other party, whether or not such action or proceeding is prosecuted to judgment. This provision shall be in addition to any provisions regarding attorney's fees set forth in the bonds securing this Contract.

30. This Contract may be subject to examination and audit by City or the State of California pursuant to Government Code Section 8546.7. Contractor shall retain records of contract performance costs, expenses, etc., and make the records available for inspection, audit and copying during the contract period and three (3) years after final payment. Such time for retention shall be extended if grant funds are used to fund this project require the same.

31. The City of Napa Standard Plans dated July 2008 and Standard Specifications and the Standard Plans dated 2010 (CalTrans), shall govern the work to be performed hereunder insofar as they may apply; however, in case of conflict with the terms of this Contract, the terms of this Contract shall take precedence over the conflicting provisions. In the case of conflict between the City of Napa Standard Plans dated July 2008 and Standard Specifications and the Standard Plans dated 2010 (CalTrans), the terms of the City of Napa Standards take precedence over the conflicting provisions. Moreover, unless otherwise provided by City, the definitions used therein shall be interpreted to have the same meaning and intent as set forth in the City of Napa Public Works Standard Contract re Standard Specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

CITY OF NAPA:

CONTRACTOR:

organization)*
(Signature)

(Type name of Contractor/form of

Jacques R, Rochelle, Public Works Director
(Type name and title)

ATTEST:

By:

(Signature)

(Signature)

Dorothy Roberts, City Clerk
(Type name and title)

(Type name and title)

By:

(Signature)

(Signature)

COUNTERSIGNED:

(Signature)

(Type name and title)

Address: _____

Desiree Brun, City Auditor
(Type name and title)

Telephone: _____

APPROVED AS TO FORM:

(Signature)
Michael W. Barrett, City Attorney
(Type name and title)

Budget Code: _____

*Corporation, partnership, limited liability corporation, sole proprietorship, etc. Unless corporate resolution delegates an individual to sign contracts, an agreement with a corporation shall be signed by the President or Vice President **and** the Secretary or Treasurer of the corporation. A general partner shall sign on behalf of a general partnership. The managing member, if authorized, may sign on behalf of a limited liability corporation.

ATTACHMENT C

**SAMPLE PERFORMANCE BOND/LABOR AND
MATERIALS BOND**

FAITHFUL PERFORMANCE BOND
(Public Works)

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Napa (hereinafter designated as "City"), a municipal corporation located in the County of Napa, State of California, by Resolution No. _____, has awarded a contract to and has entered into an agreement with _____, hereinafter designated as "Principal," whereby Principal agrees to complete the improvements more particularly described in all documents forming the complete contract entitled "_____,," which said agreement is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and _____, as surety, are held and firmly bound unto the City in the penal sum of _____ dollars (\$_____) lawful money of the United States, being not less than one hundred percent (100%) of the estimated contract cost of the work for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his/her/its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, therein provided, on his/her/its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their seals this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NOTE: To be signed by Principal,
and Admitted Surety and
acknowledgement and notarial seal
for both attached. Attach copy of
authority for surety agent and
County Clerk certificate under
CCP §995.660
[SEAL]

(Principal)

By: _____

(Surety)

PAYMENT “LABOR AND MATERIALS” BOND
(Public Works)

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Napa (hereinafter designated as “City”), a municipal corporation located in the County of Napa, State of California, by Resolution No. _____, has awarded a contract to and has entered into an agreement with _____, hereinafter designated as “Principal,” whereby Principal agrees to complete the improvements more particularly described in all documents forming the complete contract entitled “_____,” which said agreement is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required to furnish a bond in connection and with said contract; provided that if said Principal, or any of his/her/its contractors, shall fail to pay for any materials, provisions, provider or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth.

WHEREAS, we, the Principal and _____, as surety, are held and firmly bound unto the City in the penal sum of _____ dollars (\$_____) lawful money of the United States, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if said Principal, his/her/its heirs, executors, administrators, successors or assigns, or its subcontractors, shall fail to pay any of the persons named in Section 9554 of the Civil Code, or to pay for any materials, provisions, provider, or other supplies or teams used in, upon, for, or about the performance of the work contract to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond a reasonable attorney’s fee in such suit, which fee shall be fixed by the Court.

AS FURTHER TERMS OF THIS BOND, IT IS UNDERSTOOD AS FOLLOWS:

1. This bond and all its provisions shall insure to the benefit of any and all persons named in Section 9554 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

2. This bond is given to comply with the provisions of Sections 9550-9566 of the Civil Code. The liability of the Principal and Surety hereunder is governed by the provisions of said chapter, all acts amendatory thereof, and all other statutes referred to therein. The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their seals this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NOTE: To be signed by Principal,
and Admitted Surety and
acknowledgment and notarial seal
for both attached. Attach copy of
authority for surety agent and
County Clerk certificate under
CCP §995.660
[SEAL]

(Principal)

By _____

(Surety)

ATTACHMENT D

**DRAFT DESIGN-BUILD REQUIRED
DELIVERABLES AND PERFORMANCE**

Appendix D: Design-Build Required Deliverables and Performance

The scope of work includes the design and construction of the project components described in Appendix D. The design-build contractor is to deliver the specified project components in compliance with applicable City and State design and construction standards. The components are to be fully operational upon delivery to the City.

The design-build contractor will manage the performance of all tasks and deliver all services required to complete the specified components of this design-build project, including but not limited to:

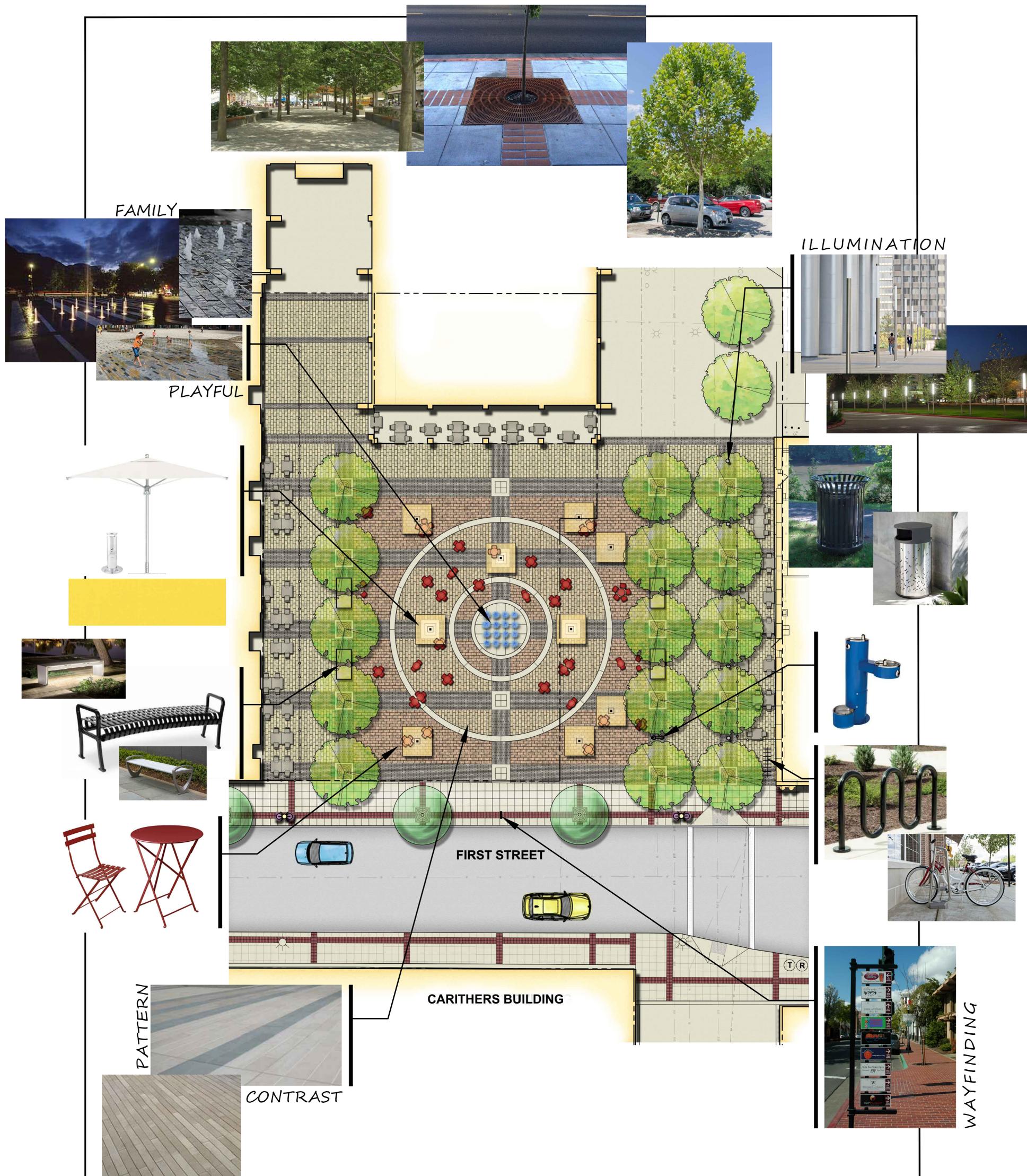
1. site investigations/reconnaissance
2. location of existing utilities and coordination with and approval by utilities (including City of Napa Public Works Water Division)
3. preparation of designs and work plans for the various project components for city review and final approval including:
 - a. project management plan
 - b. schedules for planning, design and construction
 - c. collaboration with City-approved artist for installation of Public Art in the Plaza; all such construction associated with the installation to be reimbursed by the City
 - d. construction phasing
 - e. utilities plan
 - f. traffic control plan
 - g. SWPPP plan
 - h. demo plan/work area protection plan
 - i. civil design plans for Plaza, including grading, storm drainage, utility relocations, maintenance vehicle access and fountain.
 - j. electrical design plans for Plaza, including lighting, control systems, audio/visual, access panels, fountain control system and service access.
 - k. landscaping and irrigation
 - l. materials submittals
 - m. public outreach
4. incorporation of city direction into designs, work plans, and submittals to prepare final documents to gain City approval
5. construction of improvements per design-build contractor's approved design and work plans
6. relocation of utilities in conflict with project improvements
7. protection and/or repair of streets, utilities and all other property adjacent to construction
8. preparation of any design modifications as necessary to deliver project
9. incorporation of modifications into construction
10. public outreach

ATTACHMENT E

**DWIGHT MURRAY PLAZA CONCEPT PLAN AND
MATERIAL LIST**



SINUITIS



FAMILY

PLAYFUL

ILLUMINATION

FIRST STREET

CARITHERS BUILDING

PATTERN

CONTRAST

WAYFINDING



City of Napa
 1600 FIRST STREET
 NAPA, CALIFORNIA 94559
 (707)257-9520

DWIGHT MURRAY PLAZA
 Napa, California

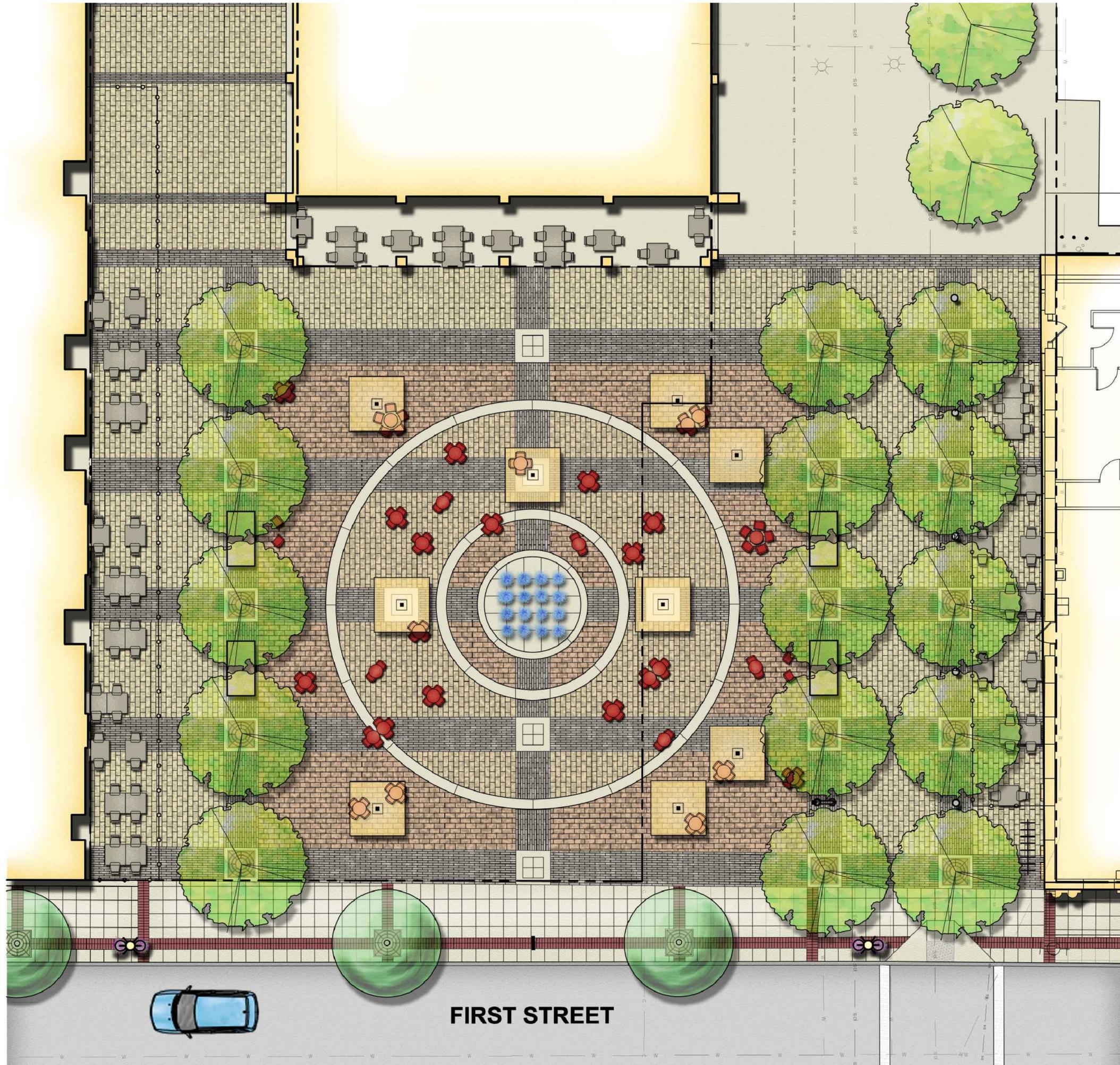
OVERALL
 CONCEPTUAL
 LANDSCAPE PLAN
 APRIL 2016

BOTTOMLEY ASSOCIATES
 URBAN DESIGN & CITY PLANNING

vanderToolen Associates
 855 Bordeaux Way
 Suite 240
 Napa, CA 94556
 tel: 707.224.2299
 www.vandertoolen.com



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**ATTACHMENT E
DWIGHT MURRAY PLAZA MATERIAL LIST**

The below was developed as a part of schematic design and City will consider equal or better performing materials which are similar in appearance

1. INTERLOCKING CONCRETE PAVERS:

- a. Paving fields to be **PAVESTONE** 'Verona' 9" X 18" concrete pavers set on sand. Two paver colors – buff with regular cement and buff with white. Cement color - dark brown and beige.
- b. Linear bands to be **PAVESTONE** 'VERONA' 3" X 18" concrete pavers set on sand. Three paver colors blended throughout bands – limestone, basalt and pewter (light, medium and dark gray).

2. SPECIALTY LIGHT COLUMN AT BROWN STREET:

'Light Column Pedestrian' - Series 600. LED light column, 11' high, stainless steel finish, shield design to be 'Scape'.

3. COMMERCIAL UMBRELLA W/ IN-GROUND SECURITY MOUNT & LOCK:

Tuuci OCEANMASTER 8.5' square parasol with manual lift and single wind vent. Polished aluminum finish. Fabric shall be Sunbrella Marine Grade, color shall be 'Silica Barley.' Contractor to provide lock to secure umbrella. Aluminum concrete-filled base with wheels and silver finish.

4. MOVEABLE FURNITURE FOR PLAZA:

FERMOB 'Bistro Metal Chair' and '24" Round Bistro Table' – color shall be 'Chili Red.'

5. OTHER MATERIALS/ASSESSORIES TO BE CITY STANDARD SPECIFICATIONS.

- a. **BENCH**
- b. **WASTE/ RECYCLING RECEPTACLES**
- c. **DRINKING FOUNTAIN W/ OPTIONAL PET FOUNTAIN**
- d. **CUSTOM GRAPE BIKE RACK**
- e. **TREE GRATE**
- f. **IRRIGATION SYSTEM AND COMPONENTS**

ATTACHMENT F

Napa Municipal Code Chapter 2.91

ATTACHMENT F

Napa Municipal Code Chapter 2.91

Chapter 2.91 CONTRACTING ORDINANCE

2.91.010 Purpose, intent, and general provisions.

- A. This chapter of the Napa Municipal Code may be referred to as the “Contracting Ordinance.”
- B. The purpose and intent of this chapter is to exercise and affirm, to the greatest extent possible, the city’s constitutional “home rule” authority with respect to city contracts, as a charter city pursuant to California Constitution Article XI, Section 5. This chapter also responds to the provisions of California Public Contract Code Section 1100.7 by affirmatively exempting the city from the requirements of the Public Contract Code, except to the extent the city has expressly adopted one or more provisions of the Public Contract Code pursuant to the City Charter, this code, Council resolution or other Council action, or express terms of a city contract. Nothing in this chapter is intended to concede or agree that: Public Contract Code Section 1100.7 addresses a matter of statewide concern sufficient to preempt the city’s constitutional “home rule” authority, or that this code is required in order for the city to exercise such “home rule” authority, or that the city’s “home rule” authority over other matters is limited or preempted in any manner by the city’s failure to expressly exempt itself from any other state law.
- C. Pursuant to the city’s constitutional “home rule” authority, the city is and shall be exempt from the provisions of state law governing general law cities, including the provisions of the California Public Contract Code; provided, however, the city may expressly adopt one or more provisions of state law to govern city contracts to the extent expressly provided in the City Charter, this code, Council resolution or other Council action, or express terms of a city contract.
- D. Consistent with the requirements of the City Charter, including City Charter Sections 100 through 105, this chapter establishes the parameters by which representatives of the city may enter into contractual obligations on behalf of the city. It is the goal of the city that any administrative regulations adopted to implement this chapter, and any city contract, will meet the following goals:
1. Obtain the most cost effective result for the city, which avoids improvidence, extravagance, and any other waste of public funds or public property, and which also achieves an appropriate balance between the costs and benefits of maximizing quality within available resources.
 2. Takes into consideration all reasonably available relevant information regarding the range of types, effectiveness, quality, and costs of potential property, services, public projects, and contractors available to achieve the city’s project goals. Depending upon the particular requirements of the project (and the more particular procedures identified in this chapter), the information to be considered may include data gathered from one or more of the following sources: similar city projects, other public agencies, professional journals, private businesses, outreach to potential contractors, and private businesses, competitive bids, formal or informal quotes, proposals, or qualification statements.

3. Guards against favoritism, fraud, corruption, and conflicts of interest.
 4. Efficiently uses city resources in the preparation, approval, administration, and enforcement of contracts which are effective tools in achieving the city's goals.
- E. Any contract made, or purported to be made, by the city in violation of this chapter shall be void and of no force or effect. (O2009 5)

2.91.020 Definitions.

As used in this chapter:

“Contract” means a set of promises between two or more parties which is legally enforceable. The term “contract” shall include all of the various types of contracts identified in this code, such as contracts for: acquisition or disposition of personal property or real property, services, public project construction, private development construction, purchase orders, grants, settlement of claims, contract amendments, and contract change orders.

“Contractor” means a party with which the city contracts for any legal purpose, including the acquisition or disposition of property, for obtaining or providing services, or for the construction of public projects. For the purpose of this chapter, the term “contractor” may be used in its general sense to refer to a party which might otherwise be referred to in other chapters of this code with a more specific term. For example, the term “contractor” shall be used to refer to: “vendor” or “supplier” for the city's acquisition of personal property, or “grantor” or “lessor” for the city's acquisition of real property, or “grantee” or “tenant” for the city's disposition of real property, or “consultant” for services, or “developer” for private development construction.

“Emergency” means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

“Grant” means any offer to or from the city of property (in the form of a grant, donation, or gift), in return for which no monetary compensation is required. For the purpose of this chapter, acceptance of the grant, including any relevant terms and conditions, forms a contract. (O2009 5)

2.91.030 Administrative regulations and authority to execute contracts.

A. Administrative Regulations. The City Manager is authorized to establish and maintain written administrative regulations which implement the city's contracting procedures, including an implementation of the purposes, goals, and requirements of this chapter as well as other chapters of this code. A copy of the administrative regulations shall be maintained on file in the office of the City Clerk. The administrative regulations shall be approved by the City Manager, based on the recommendation of the Finance Director, and subject to review and approval as to form by the City Attorney. The administrative regulations shall, at a minimum, address the following elements:

1. Standard procedures and guidelines related to the establishment and enforcement of city contracts, whether identified in this chapter, other provisions of this code, or the City Charter. These procedures and guidelines may implement and refine contracting terms and procedures identified in this code, provided that the procedures and guidelines are

consistent with the purposes, goals, and requirements of this chapter, the code, and the City Charter.

2. Identification of any delegation of duties or authority from the City Manager to other qualified city employees. To the extent that the Council has delegated contracting duties and authority to the City Manager, or a subordinate officer of the City Manager, the City Manager may delegate, in writing, those duties and authority to other qualified city employees.

3. Standard forms (and procedures for their use) for the acquisition of property and services, the construction of public projects, and the disposition of property, including bidding documents, requests for proposals, requests for qualifications, standard specifications, form contracts, insurance requirements, bonds, purchase orders, and amendments.

B. Execution and Administration of Contracts.

1. The City Manager is authorized to take any steps necessary to prepare contract documents, prior to final approval of the contract, in accordance with the procedures set forth in this chapter, including: requesting proposals, inviting bids, applying for grants, and negotiating contract terms.

2. The City Manager is authorized to execute any contract on behalf of the city provided that: (a) pursuant to City Charter Section 100, the contract is in writing and approved as to form by the City Attorney; and (b) the contract is covered by sufficient unencumbered funds appropriated in the adopted budget, and (to the extent required by City Charter Section 100) the contract is endorsed by the City Auditor; and (c) the contract is prepared in accordance with all other requirements of this code and the administrative regulations; and (d) the contract is covered by any one of the following categories: (1) the City Council has separately authorized the City Manager to execute on behalf of the city pursuant to an ordinance, resolution, or other Council action, or (2) the city's commitments under the contract are in an amount less than or equal to the amount established by the Controller of the state of California for formal bidding procedures as required by California Public Contract Code Sections 22020 and 22032(c) (as of January 1, 2009, this amount is established at \$125,000.00), or (3) the contract is necessary to resolve an emergency pursuant to Section 2.91.040 of this chapter or pursuant to Chapter 2.89 of this code. It is unlawful to split, or separate into smaller contracts, any contract for the purpose of evading the dollar amounts identified in this chapter.

3. The City Manager is authorized to implement and enforce each contractor's compliance with contract requirements, including inspections and acceptance of complete performance, and termination of the contract, all in accordance with the requirements of the contract.

C. Authority of the City Attorney to sign legal service agreements. The City Attorney is authorized to prepare and execute any legal services contract on behalf of the city provided that: (1) pursuant to City Charter Section 100, the contract is in writing and approved as to form by the City Attorney; and (2) pursuant to City Charter Section 100, the contract is covered by sufficient unencumbered funds appropriated in the adopted budget, and endorsed by the City Auditor; and (3) the contract meets the purpose and goals set forth in Section 2.91.010(D). (O2009 5)

2.91.040 Exceptions for emergency contract procurements.

A. This section shall apply to any action taken by the city to resolve an emergency, as defined by Section 2.91.020, provided that the City Manager makes a written determination based on substantial evidence that there is an emergency, there is a need to take immediate action to resolve the emergency, and the action proposed to be taken is directly related to resolving the emergency, and the emergency will not permit a delay resulting from compliance with this code.

B. Upon documentation of compliance with subsection (A), the City Manager shall be authorized to direct any action to the extent necessary to resolve the emergency. The City Manager shall, to the extent feasible, comply with the requirements of this code. The City Manager shall comply with the purpose and goals identified in subsection 2.91.010(D).

C. Notwithstanding contrary provisions in this code, emergency contracts made pursuant to this section may be made orally or in writing. Provided, however, to the extent an oral contract is made, the City Manager shall (at the earliest feasible time): (1) document the terms of any oral contract in a writing approved as to form by the City Attorney, and (2) obtain the endorsement of the City Auditor that the contract is covered by sufficient unencumbered funds appropriated in the adopted budget.

D. At the earliest feasible time, the City Manager shall issue a written termination of the authorization of action by emergency, and the city shall thereafter comply with the requirements of this code.

E. At the earliest feasible time after a determination of emergency, the City Manager shall report to the City Council at a regularly scheduled City Council meeting, any action taken pursuant to this section, including the written determination pursuant to subsection (A). The City Council shall determine whether there is a need to continue or terminate the emergency action. The City Manager shall continue to make these reports to City Council until the City Manager reports to City Council that the need for emergency action is terminated pursuant to subsection (D).

F. If the City Manager determines, in accordance with subsection (A), that additional actions (beyond those reported to City Council) are necessary to resolve the emergency, the additional actions shall be reported to City Council in accordance with subsection (E).

G. The City Council hereby determines that compliance with the requirements of this section shall satisfy the requirements of City Charter Section 100, and the requirement to award city contracts to the lowest and best bidder, pursuant to City Charter Section 101. (O2009 5)

2.91.050 Exceptions for specialty items.

A. The city may enter into a contract for a “specialty item,” in accordance with this section, without further complying with the requirements of this code, provided that the City Manager makes a written determination of the following:

1. The project need which the city intends to satisfy through the contract for the specialty item. This includes a functional description (or performance criteria) of the city’s needs.

2. The types of property or service which are available (or used by other similarly situated private or public agencies) to meet this need (or similar needs), and the contractors which are available to provide the property or service. This includes documentation of the steps the city has taken to evaluate the types of property, service, and contractors potentially available to serve the city's needs.
 3. The reasons why a similar property or service cannot meet the city's needs (including considerations of compatibility with other city property and services regarding maintenance, repair, training, quality, price, or similar considerations), or why the city's needs can only be met by one type of property or service (the specialty item).
 4. By entering into a contract for the specialty item from the proposed contractor, the city will meet the purpose and goals identified in Section 2.91.010 of this chapter.
 5. The contract complies with the requirements of Section 2.91.030(B) of this chapter.
- B. The City Council hereby determines that compliance with the requirements of this section shall satisfy the requirement to award city contracts to the lowest and best bidder, pursuant to City Charter Section 101. (O2009 5)

2.91.060 Exceptions for procurement via existing contracts of other public agencies.

- A. The city may enter into a contract that is based upon terms of an existing contract between the contractor and another public agency (as defined by California Government Code Section 6500), without further complying with the requirements of this chapter, provided that the City Manager makes a written determination of the following:
1. The city has an opportunity to enter into a proposed contract under terms materially the same as an existing contract between the contractor and another public agency.
 2. The terms of the proposed contract between the contractor and the city are more beneficial to the city than the city would otherwise be able to obtain by complying with the relevant requirements set forth in this chapter. This includes documentation of the steps the city has taken to evaluate alternative sources of the subject of the contract.
 3. By entering into the proposed contract, the city will meet the purpose and goals identified in Section 2.91.010 of this chapter. This includes documentation of the process used by the other public agency to procure the existing contract.
 4. The contract between the contractor and the city complies with the requirements of Section 2.91.030(B) of this chapter.
- B. The City Council hereby determines that compliance with the requirements of this section shall satisfy the requirement to award city contracts to the lowest and best bidder, pursuant to City Charter Section 101. (O2009 5)

ATTACHMENT G

SAMPLE SPECIAL PROVISIONS

ATTACHMENT G

SPECIAL PROVISIONS

SECTION 1 PLANS AND SPECIFICATIONS

The work embraced herein shall be done in accordance with the Standard Specifications of the State of California Department of Transportation, 2010 Edition, the Standard Plans of the State of California Department of Transportation, 2010 Edition, and the City of Napa Standard Plans dated July 2008, insofar as the same may apply and these Special Provisions. In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

The primary units and measurements of the work shall be in United States Standard Measures. Measurement and Payment will be in United States Standard Units.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the Special Provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

When in the Standard Specifications or in any documents or instruments where the Standard Specifications govern, the following terms or nouns are used, the intent and meaning shall be interpreted as follows:

- A. City Standard Plans – The City of Napa Standard Specifications and Standard Plans dated July 2008.
- B. Days – As used in these Special Provisions, days shall mean working days.
- C. Department or Department of Transportation – Department of Public Works of the City of Napa, California.
- D. Director – Director of Public Works of the City of Napa, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
- E. Engineer – The Director of Public Works of the City of Napa, California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
- F. Laboratory – The established laboratory of the City of Napa's current testing consultant, authorized by the Engineer to test materials and work involved in the contract.
- G. Liquidated Damages – The amount prescribed in the Special Provisions, pursuant to the authority of Government Code Section 53069.85, to be paid to the City of Napa to be deducted from any payments due or to become due the Contractor for each calendar days' delay in completing the whole or any specified portion of the Work beyond the time allowed in the Special Provisions.
- H. State Contract Act – all applicable provisions of the Public Contract Code (excluding Division 2, Part 2; Division 2, Part 3, Article 4; and Uniform Construction Cost Accounting Act under (22010, *et seq.*) therein), Government Code, Labor Code, Civil Code, Business and Professions Code, as they apply to contracts with local public agencies, as defined in said codes.
- I. Standard Plans – The 2010 edition of the Standard Plans of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, Office, or officer

shall be interpreted to refer to the City or its corresponding agency, office, or officer acting under this contract.

- J. Standard Specifications – The 2010 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, Office, or officer shall be interpreted to refer to the City or its corresponding agency, office, or officer acting under this contract.
- K. State or Owner – The City of Napa, California, a legal entity organized and existing in the County of Napa, State of California.
- L. Transportation Building-Sacramento – City Hall, City of Napa, State of California.

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 AFFIRMATIVE ACTION REQUIREMENTS

DEFINITIONS

For purposes of this section:

- 1. "City Manager or designee of the City Manager and/or the designated representative" means the person/s appointed to that position by the City Council.
- 2. "Prime Contractor" means a person, firm, partnership or corporation who has been awarded a contract by the City of Napa which is subject to Section 101, Napa City Charter and which is in the sum of \$25,000 or more.
- 3. "Principal Subcontractor" means a person, firm, partnership or corporation who has a contract with a prime contractor to supply labor and/or materials in the sum of \$12,000 or more.

AFFIRMATIVE ACTION REQUIRED

Contractor agrees to observe the provisions of Section 2.92.040 of the Napa Municipal Code obligating every contractor or subcontractor under a contract or subcontract to the City of Napa for public works, subject to Section 101, Napa City Charter, in the sum of twenty-five thousand dollars (\$25,000.00) or more, to refrain from discriminatory employment practices on the basis of sex, race, color, religious creed, national origin or ancestry of any employee of, or applicant for employment with, such contractor or subcontractor. Said Section 2.92.040 is by reference made a part of this contract.

If any Contractor or subcontractor under contract to the City of Napa for Public Works shall without good cause fail to appear at a public hearing of the Council after having been given written notice of such hearing, the Contractor forfeits further consideration of said appeal.

SECTION 3 AWARD AND EXECUTION OF CONTRACT

3-1.01 BONDS

The third paragraph of Section 3-1.02 "Contract Bonds" of the Standard Specifications is amended to read:

The successful bidder shall furnish a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price, and a bond to guarantee payment of all claims for labor and material furnished, in an amount equal to one hundred percent (100%) of the contract price. Contract bonds shall be on the City of Napa forms, copies of which are included in these bid documents or on a substantially similar form as approved by the City Attorney.

In conjunction with the submittal of bonds, the successful bidder shall furnish the following information: (a) the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bonds to do so; (b) a certified copy of the

certificate of authority of the insurer issued by the Insurance Commissioner of the State of California; and (c) a certificate pursuant to CCP 995.640(a) from the clerk of Napa County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended, or, in the event that it has, that renewed authority has been granted.

SECTION 4 CONTROL OF WORK

4-1.01 AREAS FOR CONTRACTOR'S USE

Attention is directed to Section 7-1.19, "Rights in Land and Improvements," of the Standard Specifications and these Special Provisions.

The Contractor shall make their own arrangements for staging and storage area(s). Use of the Contractor's staging areas shall be at the Contractor's own risk and the City shall not be held liable for any damage or loss of materials of equipment located within such areas.

4-1.02 WORK SAFETY

The Contractor shall assume sole and complete responsibility for job site conditions for the duration of the project including, but not limited to, the safety and health conditions on the work site. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall comply with all applicable provisions of law including the standards, rules, regulations and orders established by the California Division of Industrial Safety. Contractor shall furnish and use safety devices and safeguards and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the work site safe and healthful. Contractor shall take all steps necessary to ensure that any hazardous condition is corrected promptly either by the Contractor or by assigning such responsibility to the appropriate subcontractor and ensuring that the corrections are completed. The City, design engineer, construction manager and the officers, agents or employees, shall not have charge of or responsibility for construction or safety means, methods, techniques, procedures, as these are solely the responsibility of Contractor.

SECTION 5 LEGAL RELATIONS AND RESPONSIBILITIES

5-1.01 INSURANCE

Section 7-1.12B "Insurance" of the Standard Specifications is amended to read.

7-1.12B INSURANCE

Without limiting Contractor's indemnification provided herein, Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance with insurers with a current A.M. Best's rating of no less than A: VII, or its equivalent, against injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by Contractor, its agents, employees or subcontractors:

- A. Workers' Compensation with statutory limits as required by the California Labor Code. Said policy shall contain, or be endorsed with, the following provisions:
 - 1. The policy shall not be canceled without thirty (30) days prior written notice to City (10 days for non-payment of premium).
 - 2. The policy shall provide for a waiver of subrogation against City, its officers, employees and agents.
- B. Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001) in an amount no less than \$3,000,000 per project, or \$3,000,000 per occurrence/\$5,000,000 aggregate. If work involves explosives, underground or collapse risks, XCU must be included. The amount of any deductible or self-insured

retention over \$100,000 shall be declared to and security posted guaranteeing payment of losses and defense costs. Said policy shall contain, or be endorsed with, the following provisions:

1. The City, its officers, employees and agents, are covered as insureds for liability arising out of the operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, with coverage to include products and completed operations of Contractor and premises owned, occupied or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents and employees.
 2. The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice to City (10 days for non-payment of premium).
 3. For claims related to this project, the Contractor's insurance is primary coverage to the City, and any insurance or self-insurance programs maintained by the City is excess to Contractor's insurance and will not be called upon to contribute with it.
 4. Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to City, its officers, employees and agents.
- C. Automobile Liability, with coverage at least as broad as Insurance Services Office form number CA 00 01 06 92, Code 1 (any auto), in an amount of \$ \$3,000,000 per accident. The amount of any deductible or self-insured retention over \$100,000 shall be declared to and approved by the City. Said policy shall contain, or be endorsed with the provision that coverage shall not be canceled or reduced in coverage without 30 days prior written notice to City (10 days for non-payment of premium).
- D. Builders Risk/Course of Construction (as applicable for new building construction or additions to existing City buildings) written on an "all-risk" form, for 100% of the completed value on the insurable part of the project. The Builder's Risk policy shall provide for losses to be payable to City and the Contractor as their interests may appear and that in the event of payment for any loss under the coverage provided, the insurer shall have no rights of recovery against City and Contractor.
- E. Prior to City's execution of Agreement, Contractor shall provide properly executed Certificates of Insurance and Endorsements, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the insurance required herein in a form approved by the City. The amount of any policy deductible or self-insured retention over \$100,000.00 shall be included. Upon City's written request, Contractor shall provide City with complete certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- F. Contractor shall include all subcontractors as insureds under its policies or require subcontractors to secure and maintain insurance in accordance with all the requirements stated herein.

5-1.02 INDEMNIFICATION

Section 7-1.12A "Indemnification" of the Standard Specifications is amended to read:

7-1.12A RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION

City and each of its officers, employees, consultants and agents including, but not limited to, the Public Works Director and each City's representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, emotional injury, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, City and each of its officers, employees, consultants and agents including, but not limited to, the Public Works Director and each City's representative (excluding agents who are design professionals), from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies, or relating to claims, etc., for copyright and/or infringement of patent, and attorney's fees and consultant's fees, directly or indirectly, from any cause whatsoever, directly or indirectly, arising out of, connected with, or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or in part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of City or by any person or entity required to be indemnified hereunder.

With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against City and each of its officers, employees, consultants, and agents including, but not limited to City, the Public Works Director and each City's representative.

Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.

To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims, procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable to the claimant. The Contractor will respond within 30 days to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of the contract as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to City or other indemnified party to the extent of its active negligence.

5-1.03 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

5-1.04 PREVAILING WAGE

Attention is directed to Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations are available from the California Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. These prevailing wage documents are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

5-1.05 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these Special Provisions. Attention is also directed to Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications for provisions concerning flagging and traffic handling equipment and devices used in carrying out the provisions of this Public Safety Section.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications, these Special Provisions, or approved by the Engineer:

Approach Speed of Public Traffic {Posted Limit}	Work Areas
35 to 45 Miles Per Hour	Within 3 feet of a traffic lane
40 to 55 Miles Per Hour (CalTrans Right-of-Way)	Within 15 feet of a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

5-1.06 PERMITS AND LICENSES

Attention is directed to Section 7-1.04 "Permits and Licenses" of the Standard Specifications and these Special Provisions.

The Contractor shall provide any and all licenses and permits required by the Work. The Contractor shall abide by any and all Federal, State, County and City Laws and Rules affecting the work and shall maintain all required protection for property, employees and the public and insurance in connection with same, for all of which he shall bear necessary expense.

A valid City of Napa Business License is required.

Contractor or subcontractor shall possess a valid C-10 license in California while performing installation work.

Contractor shall obtain an Encroachment Permit from the City of Napa for all construction activities in the public right-of-way. The City will not charge fees for the permit.

SECTION 6 PROSECUTION AND PROGRESS

6-1.01 PROGRESS SCHEDULE

Progress schedules will be required for this contract and shall conform to requirements of Section 8-1.04, "Progress Schedule," of the Standard Specifications and these Special Provisions.

The Contractor shall submit three (3) copies of initial schedules before or at the Preconstruction Conference. The Engineer will review schedules and if not acceptable return review copy within three (3) working days after the receipt. If required, Contractor shall resubmit revised schedules within three (3) working days after return of review copy. A Notice to Proceed will not be issued and no work shall commence prior to review and approval of the schedule.

A two-week rolling schedule shall also be updated and provided to the Engineer at the beginning of each work week. The two-week rolling schedule shall include the Contractor's proposed daily activities and location(s) of work during the coming two-week period. During the contract period, the Contractor shall also coordinate his activities daily with the Engineer. Requests for water main shutdowns, testing, or tie-ins shall

be submitted a minimum of **five (5) working days** prior to the requested work. Planned modifications to traffic control shall be submitted a minimum of five (5) working days prior to implementation.

6-1.02 WORKING DAYS AND HOURS OF WORK

Attention is directed to Section 8-1.06 "Time of Completion" of the Standard Specifications.

In addition, the City is very concerned about disruption to the businesses surrounding the Plaza and would like the contractor to consider measures to reduce the impacts, particularly when working immediately adjacent to the buildings themselves. As such, City will consider a schedule which includes limited after hours work to meet this goal.

Upon award of the contract, any changes to the proposed schedule must be submitted in writing to the Engineer for approval. The request shall state the reason for the change in the working day or schedule, and shall be submitted a minimum of five (5) working days prior to the requested change.

The Engineer shall approve or deny the request within three (3) working days and advise the Contractor in writing of his decision. The Engineer's decision shall be final. If the request is approved, the Contractor will be required to pay the cost of providing inspection services for the work being performed. If inspection services are not available for the requested change, the Engineer may deny the request.

6-1.03 TERMINATION OF CONTROL

The following provisions shall apply in-lieu of Section 8-1.08, "Termination of Control" of the Standard Specifications:

If, in the opinion of the Engineer, the Contractor has at any time during the life of the contract (a) failed to supply an adequate working force or equipment, or (b) failed to supply materials of specified quality, or (c) failed to comply with any other provisions of these specifications; to the extent that such failures violate the intent of the contract, the Engineer shall give notice thereof in writing to the Contractor and specify in said notice a day by which the Contractor shall attain full compliance with the provisions of the contract relating to said failures. Should the Contractor fail to comply with said notice within the time specified, the Engineer shall have full power to temporarily suspend the operation of the contract pending final decision by the Engineer as to termination of the contract. Notice of temporary suspension shall be given to the Contractor in writing and a copy thereof shall be filed with the Engineer. Upon receipt of said temporary suspension notice, the Contractor's control of the work shall temporarily cease and the Contractor shall not work on any part of the contract. The Engineer shall, within fifteen (15) days of receipt of said notice of temporary suspension, decide whether sufficient grounds are present for termination of the Contractor's control over the work. Should the Engineer decide that the Contractor has failed to provide means for satisfactory compliance with the contract as directed by the Engineer, within the time specified in the notice to comply, the Engineer shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the Council may designate. Upon such suspension, the Contractor's control shall terminate and thereupon the Council or its duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery, tools, appliances and equipment and buy such additional materials and supplies at the Contractor's expense as may be necessary for the proper conduct of the work and for the completion thereof; or may employ other parties to carry the contract to completion, employ the necessary workmen, substitute other machinery or materials and purchase the materials contracted for, in such manner as the Engineer may deem proper; or the Engineer may annul and cancel the contract and relet the work or any part thereof. Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor and his sureties, who will be liable therefore. In the event of such suspension, all money due the Contractor or retained under the terms of this contract shall be forfeited to the City, but such forfeiture will not release the Contractor or his sureties from liability for failure to fulfill the contract. The Contractor and sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by the City as above provided and the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

On completion of the contract, the original Contractor shall be entitled to the return of all unused materials, equipment, tools, and appliances, except that the Contractor shall have no claim on account of unusual and ordinary depreciation, loss and wear and tear.

In the determination of the question whether there has been any such non-compliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Council shall be binding on all parties to the contract.

6-1.04 PERFORMANCE OF SURETIES

In the event of any termination as hereinbefore provided, the City Council shall immediately give written notice thereof to the Contractor and to the Contractor's sureties, and the sureties shall have the right to take over and perform the contract; provided, however, that if the sureties, within five (5) days after receiving, said notice of termination, do not give the City written notice of their intention to take over the performance of the contract, and do not commence performance thereof within five (5) days after notice to the City of such election, the City may take over the work and prosecute the same to completion as hereinbefore provided.

SECTION 7 WARRANTY

7-1.01 GUARANTEE AND MAINTENANCE BOND

The Contractor hereby guarantees that all work performed and materials provided under the contract will meet fully with the requirements of the contract documents.

The Contractor guarantees all materials and workmanship against defects for a period of one year, unless noted otherwise, from the date of final acceptance of all work performed under the contract. "Final acceptance" as used herein shall be the filing of a "Notice of Completion" with the County Recorder by the City Engineer.

The Contractor assumes responsibility for a similar one-year guarantee, unless noted otherwise, for all work and materials provided or performed by subcontractors, manufacturers, or suppliers.

The Contractor hereby agrees that if, within a period of one year, unless noted otherwise, after final acceptance of the work performed under the contract, any portion of the work installed, constructed, or performed by him fails to fulfill any of the requirements of the contract, he will, without delay and with the least practicable inconvenience and without further cost to the City, repair or replace defective or otherwise unsatisfactory work or materials.

Should the Contractor fail to act promptly in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before the Contractor can be notified or can respond to notification, the City may at its option make the necessary repairs or replacements, or perform the necessary work, and the Contractor shall pay to the City the actual cost of such repairs plus fifteen percent (15%).

The Contractor shall be responsible for the full expense incidental to making good any and all of the above guarantees and agreements. The above guarantees and agreements are covenants, the performance of which shall be binding upon the Contractor and his sureties.

The final acceptance of the work shall be contingent upon a Contractor's guaranty which may be either an extension of the original Faithful Performance Bond or a separate Maintenance Bond in the amount of fifteen percent (15%) of the final contract price in favor of the City. Should the Contractor not file said bond as required herein, City may retain the remaining fifteen percent (15%) of the final contract price as a cash bond for said One (1) Year period.

MEASUREMENT AND PAYMENT - Full compensation for conforming to the requirements of this section and providing all labor, materials, tools, equipment and incidentals, and for doing all the work involved as described in these Special Provisions and the Standard Specifications, and as directed by the Engineer, shall be considered as included in the contract prices paid for various items of work and no additional compensation will be allowed therefor.

SECTION 8

CONSTRUCTION DETAILS

8-1.01 PRE-CONSTRUCTION MEETING

A Pre-Construction Meeting will be held after the contract is signed and prior to issuance of the Notice to Proceed. The Engineer will designate the time and place. The Prime Contractor (and major sub-contractors as required) must attend the meeting. The Contractor's representative at this conference shall include all major superintendents for the work, including the superintendent for the horizontal directional drilling operations, and may include major subcontractors.

At, or prior to, this meeting the Prime Contractor must submit:

1. A copy of their City of Napa business license
2. A letter or memorandum designating the authorized representative who shall have authority to represent and act for the Contractor during the entire contract period
3. A letter or memorandum designating two 24-hour emergency contact persons and their telephone numbers.
4. A project schedule per the section titled "Progress Schedule" of these Special Provisions.
5. A traffic control plan per the section titled "Maintaining Traffic" of these Special Provisions.

8-1.02 COOPERATION

Cooperation shall conform to Section 7-1.14, "Cooperation" of the Standard Specifications. Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications.

Attention is directed to the Section titled "Maintaining Traffic" of these Special Provisions regarding resident access to and from private property.

8-1.03 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

Flagging, signs, and all other traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Category 1 traffic control devices are defined as those devices that are small and lightweight (less than 45 kg), and have been in common use for many years. The devices shall be known to be crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 traffic control devices. Self-certification shall be provided by the manufacturer or Contractor and shall include the following: date, Federal Aid number (if applicable), expenditure authorization, district, county, route and kilometer post of project limits; company name of certifying vendor, street address, city, state and zip code; printed name, signature and title of certifying person; and an indication of which Category 1 traffic control devices will be used on the project. The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 traffic control devices are defined as those items that are small and lightweight (less than 45 kg), that are not expected to produce significant vehicular velocity change, but may otherwise be potentially hazardous. Category 2 traffic control devices include: barricades and portable sign supports.

Category 2 devices purchased on or after October 1, 2000 shall be on the Federal Highway Administration (FHWA) Acceptable Crashworthy Category 2 Hardware for Work Zones list. This list is maintained by FHWA and can be located at the following internet address:

<http://safety.fhwa.dot.gov/fourthlevel/hardware/listing.cfm?code=workzone>

The Department maintains a secondary list at the following internet address:

<http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf.htm>

If requested by the Engineer, the Contractor shall provide a written list of Category 2 devices to be used on the project at least 5 days prior to beginning any work using the devices. For each type of device, the list shall indicate the FHWA acceptance letter number and the name of the manufacturer.

8-1.04 BUSINESS SIGNAGE DURING CONSTRUCTION

The contractor shall provide signage for the businesses in the plaza during construction. The businesses include the former Atlas Social space and any future occupant of the space, Jax White Mule Diner, Napa Valley Casual, Don Perico Mexican Restaurant & Bar, Kohl's and Ristorante Allegria. Pedestrian signage shall be provided that clearly displays the names of these businesses and indicates hours of operation and directional signage for access to the businesses. The City shall review and approve all such signage before it is displayed.

8-1.05 CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Street parking may be restricted as necessary to facilitate construction activity. "No Parking" signs, as required, shall be placed by the Contractor forty-eight (48) hours in advance of the parking restriction. "No Parking" signs shall have the following information:

"Tow Away, No Parking"

Date of Restriction

Time of Restriction

Construction Zone

"Vehicles in Violation Subject to Tow at Owner's Expense"

"Napa Police Department: 707-257-9223"

CVC 22658 (1); CVC 22651 (L)

"No Parking" signs shall have red letters on a white background. "No Parking" signs shall be spaced no more than thirty (30) feet apart. The Contractor will not be allowed to restrict parking in all areas of the project for the entire duration of the project to facilitate their work. The placement of "No Parking" signs shall be conducted in a manner that reasonably reflects the location of the work at any given time during the project.

The contractor shall maintain or update information contained on the signs on a daily basis.

In-lieu of provisions to the contrary in Sections 7-1.08, 7-1.09 and 12 of the Standard Specifications, the following provisions shall apply:

The cost of furnishing, installing, maintaining and removing signs, sign covers, lights, flares, temporary railing, barricades, flagmen, guards and all construction area traffic control devices shall be borne by the Contractor.

8-1.06 MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to the provisions in the section titled "Public Safety" of these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in the Standard Specifications.

The Contractor shall furnish and erect Standard C18 "Road Construction Ahead" and Standard C13 "End Construction" signs to provide advance warning to the traffic at the job site. C18 and C13 signs shall also be installed along all side streets entering the work area. The Contractor shall submit a traffic control plan that includes the exact locations of the signs.

Lane closures on City streets and private access drives shall conform to the provisions in section "Traffic Control System for Lane Closure" of these Special Provisions. The term closure, as used herein, is defined

as the closure of a traffic lane or lanes, including ramp or connector lanes, within a single traffic control system. Bicycle traffic shall be maintained per these Special Provisions.

The Contractor shall provide for the safe and orderly movement of traffic at all times during construction. On all streets, one lane in each direction shall be maintained at all times. Temporary street closures or providing only one lane for both directions may be approved by the Engineer provided adequate circulation is maintained and/or adequate flagmen and signage satisfactory to the Engineer is provided.

No street closures will be allowed unless directed by the Engineer. If the Contractor desires a street closure, the Contractor shall submit a written request, accompanied with a traffic control plan, to the Engineer for review and approval. The request shall state the reason, locations, and times for the closure, and shall be submitted a minimum of five (5) working days prior to the request.

The Engineer shall approve or deny the request within three (3) working days after the receipt of the request. If approved, the Contractor shall notify the Police and Fire Department of the City, the Division of Forestry, local ambulance services, the V.I.N.E. Bus Service, Napa Garbage Service, Napa Valley Unified School District Transportation Department and the U.S. Post Office in writing, forty-eight (48) hours in advance of all street closures and keep the Fire Department posted at all times regarding available access to the streets. The Contractor shall also notify United Parcel Service (UPS), Federal Express and other mail delivery services of planned street closures and the current schedule.

Pedestrian detours, if required, shall be clearly signed and included on the traffic control plans supplied by the Contractor.

No street closures will be allowed overnight.

Access for emergency vehicles shall be provided for at all times. Any repairs due to damage caused by emergency vehicle usage during the periods of street closure shall be paid for as extra work.

The Contractor shall furnish, install, maintain, and remove barricades, lights and signs as required, and shall provide flagmen and other facilities to safeguard adequately the general public and the work as may be deemed necessary by the Engineer, including changeable message signs for use on the project.

Traffic signs, flashing lights, lighted arrow boards, barricades, temporary railings, and other traffic safety devices used to control traffic shall conform to the requirements of Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and the current edition of the Manual of Uniform Traffic Control Devices (including the California Supplement). Flashing lights shall be provided on each barricade. Contractor shall inspect all safety devices at the beginning of each work day.

The Contractor shall take extra care to minimize disruption to the adjacent residences/businesses during the progress of work. The Contractor shall provide access to all residences and/or businesses at all times during the progress of the work. The Contractor shall phase the work to ensure that access to each residence and business is provided at all times. Commercial driveways shall be provided with at least ten (10) feet wide of unobstructed opening at all times. Commercial driveways shall be provided with at least ten (10) feet wide of unobstructed opening at all times, except as outlined below.

The Contractor shall file, with the City Engineer and Police Department, the name and telephone number of his representative (provide minimum two contacts) to be notified after normal working hours and on weekends, in case of emergency. This information shall be provided at the Preconstruction Meeting.

The Contractor shall submit, prior to or at the Preconstruction Meeting, a traffic control plan which conforms to all requirements of these Special Provisions and the Standard Specifications. This plan shall include all lane closures, construction area signs, flag protection, changeable message signs, detours, and parking prohibitions. Traffic control plans shall conform to the most current edition of the "California Manual on Uniform Traffic Control Devices for Streets and Highways". No work shall commence prior to the submittal and approval of a satisfactory traffic control plan. A traffic control plan shall not be deemed satisfactory unless it conforms to the requirements of the aforementioned manual. More than one traffic control plan may be required for different phases of the work, and each traffic control plan shall conform to the requirements of these Special Provisions and the Standard Specifications.

8-1.07 LANE CLOSURE REQUIREMENTS AND CONDITIONS

Lane closures, if approved by the Engineer, shall conform to the provisions in "Maintaining Traffic" of these Special Provisions and the Standard Specifications.

The term closure, as used herein, is defined as the closure of a traffic lane or lanes, including ramp or connector lanes, within a single traffic control system.

LANE CLOSURE SCHEDULE

By noon Monday, the Contractor shall submit a written schedule of planned closures accompanied with a Traffic Control Plan for the following week period, defined as Friday noon through the following Friday noon.

The Closure Schedule shall show the locations and times when the proposed closures are to be in effect. Closure Schedules submitted to the Engineer with incomplete, unintelligible or inaccurate information will be returned for correction and resubmittal. The Contractor will be notified of disapproved closures or closures that require coordination with other parties as a condition of approval.

Amendments to the Closure Schedule, including adding additional closures, shall be submitted to the Engineer, in writing, at least three (3) working days in advance of a planned closure. Approval of amendments to the Closure Schedule will be at the discretion of the Engineer.

No lane closures will be allowed overnight.

8-1.08 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

A traffic control system for lane closures, if approved by the Engineer, shall consist of closing traffic lanes and the provision of traffic detours, including but not limited to, furnishing, installing, maintaining and removal (when no longer required) of traffic control devices in accordance with the details shown on the plans, the provisions of Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" elsewhere in these Special Provisions, and the Standard Specifications.

The provisions in this section will not relieve the Contractor from the responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the component to its original condition or replace the component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations, approved by the Engineer, within the limits of

In-lieu of provision to the contrary in Sections 7-1.08, 7-1.09 and 12 of the Standard Specifications, the following provisions shall apply:

The cost of furnishing, installing, maintaining and removing signs, sign covers, lights, flares, temporary railing, barricades, flagmen, guards and all construction area traffic control devices shall be borne by the Contractor.

8-1.09 DISPOSAL OF MATERIAL

The Contractor shall make arrangements for disposing of material, and shall pay all costs involved. At no time shall disposable material be stockpiled in the street beyond the normal working hours.

The Contractor shall comply with all applicable regulations governing removal, handling and disposal of hazardous materials. Regulatory compliance by Contractor shall include but is not limited to provision of required training, personal protection of workers, conducting personal air monitoring, characterizing and profiling all hazardous waste generated from contract work prior to removal from site, and notification to other contractors and personnel working on-site.

The disposal facility shall be selected by the Contractor and pre-approved by City. The Contractor shall dispose of hazardous materials in a manner consistent with appropriate federal, state and local regulations.

The proper characterization and disposal of hazardous materials shall be the responsibility of the Contractor. Contractor shall be responsible for meeting the requirements of the disposal facility.

ATTACHMENT H

**PRELIMINARY SURVEY AND LINE WORK FOR
CONCEPT PLAN**

ATTACHMENT I

FOUNTAIN RFQ

**INVITATION ONLY
REQUEST FOR QUALIFICATIONS (REVISED)
TO DEVELOP A PUBLIC ART WATER FEATURE/FOUNTAIN
FOR DOWNTOWN NAPA'S DWIGHT MURRAY PLAZA**



Released: October 6, 2016

*“Invitation Only” Request for Qualifications
to develop a Public Art Water Feature/Fountain at Dwight Murray Plaza*



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*“Invitation Only” Request for Qualifications
to develop a Public Art Water Feature/Fountain at Dwight Murray Plaza*

General Information

This City of Napa “invitation-only” Request for Qualifications (RFQ) solicits submittals from professional artists who are experienced and qualified to design, create, and install, or oversee the installation of, a high-quality, iconic public art water feature/fountain, to be located at Downtown Napa’s Dwight Murray Plaza (“Plaza”).

Eligibility and Minimum Qualifications

This project is open to professional artists residing in California who have demonstrated experience in designing and producing, and/or overseeing the production of, site-specific, functional water features or fountains. Artists may apply as individuals or as a team. However, the lead member of the team must be the primary point of contact, manage the project, and meet the following minimum application requirements:

- Successful track record designing, fabricating and implementing water features or fountains on publicly owned properties (public plazas, parks, schools, etc.)
- Demonstrated experience working as part of a design/engineering team on water features or fountains
- Expertise in identifying and working with materials appropriate for long-term use in an outdoor environment that is subject to varying weather conditions and heavy public access
- Proven ability working collaboratively with public agency staff and the agency’s design/build contractor to ensure seamless integration of the public art water feature/fountain design, construction, installation, and function as demonstrated in past projects

Project Site: Background and Context

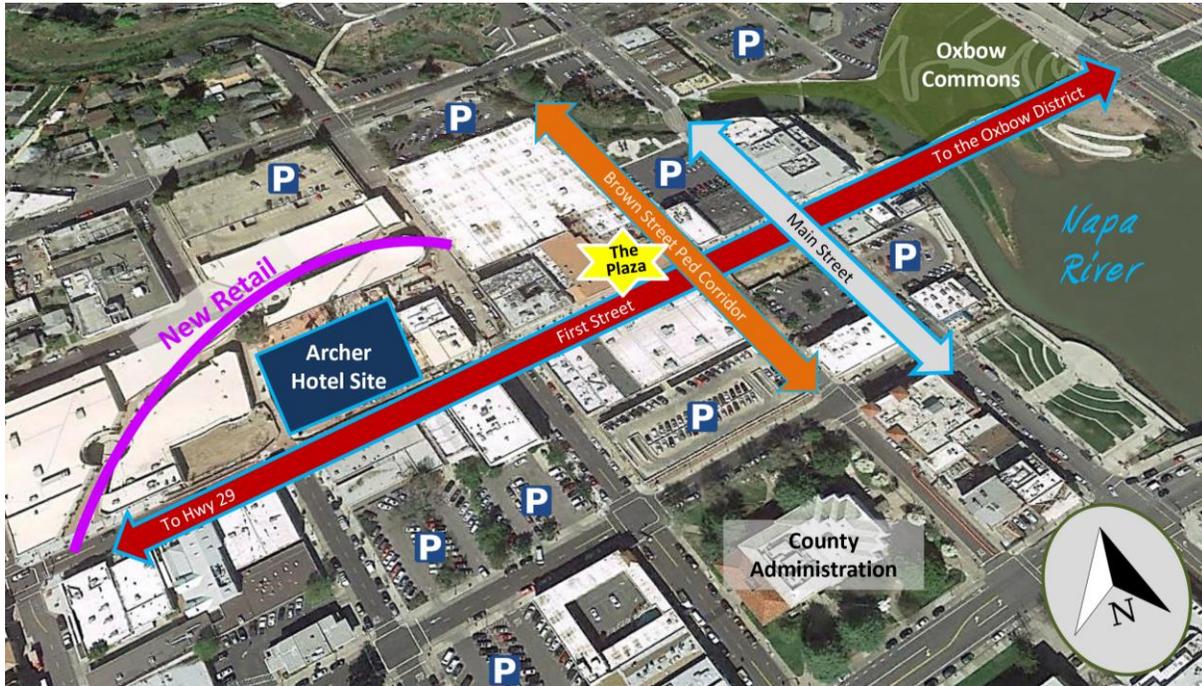
Dwight Murray Plaza is Downtown Napa’s central public space on First Street, a primary retail corridor. The Plaza functions as an urban plaza and is surrounded by restaurants and shops. For many years the Plaza has been underutilized despite its central location, primarily due to its outdated and awkward design and lack of functionality for contemporary uses. In May 2016, the City Council adopted a new design for the Plaza, and the City is moving ahead to hire a design/build team to finalize the design and manage the construction, scheduled in early 2017.



Above: Dwight Murray Plaza Today (view from First Street looking north)

*“Invitation Only” Request for Qualifications
to develop a Public Art Water Feature/Fountain at Dwight Murray Plaza*

Geographically, the Plaza is near several important downtown locations such as retail and service uses, restaurants, hotels, and offices on First and Main streets. Other important downtown locations such as the Oxbow Commons Park and the community’s 9/11 Memorial are just a short distance away.



Above: Aerial view of the Plaza within Downtown Napa.

There is also major development activity within the vicinity of the Plaza including a new five-story, 183-room [Archer Hotel](http://zapolskire.com/wordpress/wp-content/uploads/2016/08/first_street_napa_one_page_v6_FINAL.pdf), scheduled to open in late May 2017, along with several new high-end retail stores. This development is anticipated to generate more activity and significant pedestrian traffic within Downtown and the Plaza by locals and visitors alike. For more information visit: (http://zapolskire.com/wordpress/wp-content/uploads/2016/08/first_street_napa_one_page_v6_FINAL.pdf).

*“Invitation Only” Request for Qualifications
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Above: Rendering of the new Archer Hotel, and adjacent new stores, planned to open in May 2017.

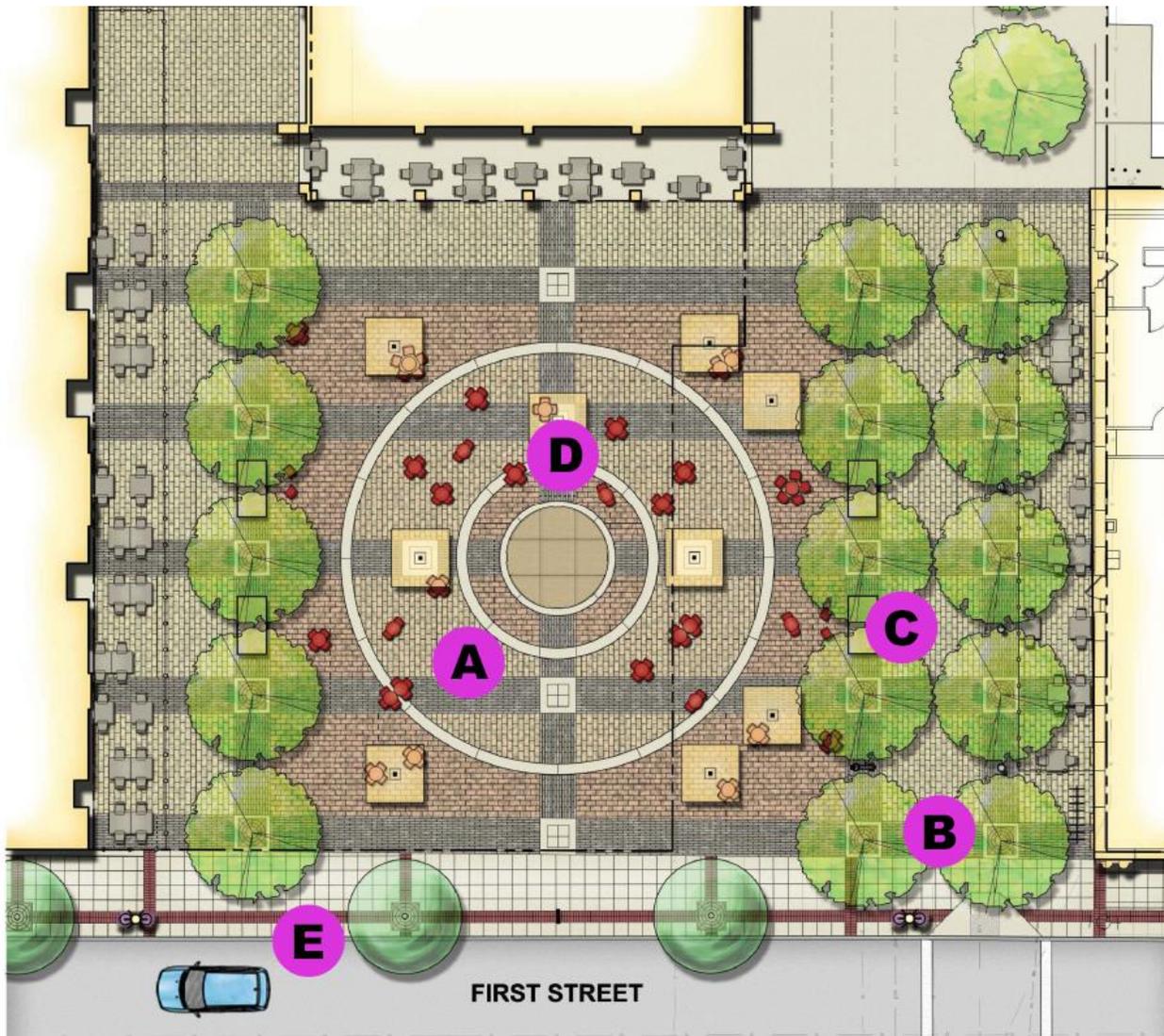


Above: Rendering of new “First Street Napa” stores adjacent to Archer Hotel.

*“Invitation Only” Request for Qualifications
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Since this development is expected to have a very positive impact on Downtown Napa, the City desires to redevelop the Plaza prior to completion of the new hotel and shops. To date, a conceptual plan has been developed and approved for the Plaza’s redevelopment (see illustrations/lettering on plan below). The redesigned elements include:

- A. A single level walking surface with textured materials and colors
- B. Shade trees and a tree alléedemarcating the Brown Street Corridor through to the east
- C. Column lighting and fixed benches
- D. Adjustable and removable seating and umbrellas
- E. Sidewalk expansion along First Street (where a bus turnout previously existed), and
- F. Iconic public art in the form of a water feature/fountain that creates a memorable landmark unique to Napa. PLEASE NOTE: The location of this public art water feature/fountain must not be in the center of The Plaza. The Plaza design intentionally does not include physical elements in the center to allow maximum flexibility for the use of the space.



Above: Dwight Murray Plaza Concept Plan

*“Invitation Only” Request for Qualifications
to develop a Public Art Water Feature/Fountain at Dwight Murray Plaza*



Above: Dwight Murray Plaza Concept Plan – View from First Street

Public Art Water Feature/Fountain Project Goals, Considerations, and Restrictions

Goals. The goals of this project are to:

- Activate and enliven the Plaza by integrating art into the final Plaza design
- Provide a unique, innovative, and distinctive artwork that becomes a significant placemaker within the context of the Plaza and helps create a community asset and landmark in Downtown Napa
- Increase and enrich the aesthetic and physical relationship between the Plaza, Brown Street Corridor, and First Street
- Incorporate light as part of the art water feature/fountain to help enliven The Plaza at night
- Provide high-quality artwork that contributes to the City of Napa’s public art collection; and
- Enhance the Plaza in a manner that does not negatively impact retail and restaurant uses surrounding the Plaza (e.g., does not obstruct visibility like the current defunct fountain).

*“Invitation Only” Request for Qualifications
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Special Considerations. The City will allow the following special considerations as part of the art water feature/fountain design if deemed necessary by the selected artist:

- Slight modifications to the approved landscape plan (i.e. the number of proposed trees may be reduced to create additional space for the artwork, provided that shade and shadows are not adversely influenced)
- Incorporation of understated elements or subtle aspects that reflect the life accomplishments and humanitarian vision of Dr. Dwight H. Murray, for whom the Plaza is named. A biography of Dr. Murray may be found at <http://www.cityofnapa.org>, under the “Quick Links” section, “[Dwight Murray Plaza Plan and Artist RFQ](#)”
- Alteration of the approved paving design around the water feature/fountain and Plaza.

Restrictions. Restrictions for the art design include:

- Access to the center area of the Plaza must be kept clear of any obstructions, including public art, to maintain its use as a flexible open space and to allow for the staging of community events
- Ensuring that clear sightlines remain through the Plaza so business visibility is not obstructed
- Artwork that minimizes opportunities for vandalism, damage, and withstands extensive public access and can be reasonably repaired
- The water feature **shall not** be designed as a spray ground-type fountain which promotes interaction of individuals with the fountain water.

Project Budget and Artist Responsibilities

The Artist will be responsible for the design of the art and the art water feature’s plans and specifications for the civil, mechanical, structural and electrical appurtenances necessary to construct and operate the installation. The City’s Plaza design/build contractor will be responsible for the design and construction of the overall plaza. Coordination between the Artist and the City’s Design Build Contractor will ensure the required infrastructure will be located to serve the water feature/fountain.

The maximum budget for the public art component of the project is \$200,000. The maximum budget for the plans and specifications for the civil, mechanical, structural and electrical design and the construction of the art water feature itself is \$300,000. Therefore, the selected artist’s commission/contract must cover all costs associated with the art component AND the plans and specifications, taking into consideration the balance needed to construct the art water feature/fountain and its appurtenances. As part of the design development, the selected artist will be required to submit a detailed project budget that must be approved by the City before a final contract is awarded.

A progress payment schedule will be established between the City and the selected artist in the contract. Progress payments will assist with expenses related to the project. The selected artist will be required to submit invoices related to progress payment items.

*“Invitation Only” Request for Qualifications
to develop a Public Art Water Feature/Fountain at Dwight Murray Plaza*

Project Schedule

The schedule for this project was established by the City to meet the anticipated opening of the nearby hotel and commercial development. The project timeline is estimated as follows:

Qualification Submissions Deadline:	October 21, 2016
Artist Interviews:	Tentatively slated for early November 2016
Contract Award and Execution:	late November 2016
Contract Approval by City Council:	December 2016
Project Kick-Off with Design/Build Team:	January 2017
Project Completion:	May/June 2017

The Selection Process

1. Qualifications Review. After receiving artist qualifications, the City will review the qualifications and may interview one or more artists before selecting the preferred artist to proceed to the next step.
2. Selection Notifications. The City will notify all artists of their status approximately the second week in November.
3. Meeting with Preferred Artist. The City has tentatively reserved the second week in November to meet with the preferred artist to refine project details.
4. Contract. The City hopes to execute a contract with the preferred artist by the end of November so that City Council may approve the contract in December. As part of this contract, all proposed concepts for artwork will be subject to approval by the City and must meet all applicable code requirements for public access, safety and security.

RFQ Administration

All RFQ Submittal Materials, including the RFQ application form below, should be emailed to the City of Napa’s art consultant for this project, Regina Almaguer, at ralmaguer@comcast.net.

All questions, correspondence, and requests for additional information, should be directed the City’s representative:

Shari Cooper
Development Project Coordinator
Community Development Department
City of Napa
1600 First Street
Napa, CA 94559
scooper@cityofnapa.org
Tel. (707) 258-7857

*“Invitation Only” Request for Qualifications
to develop a Public Art Water Feature/Fountain at Dwight Murray Plaza*

Qualification Submittal Requirements

City Of Napa Public Art Project for the Dwight Murray Plaza Water Feature/Fountain
RFQ Application Form

Artist’s Name _____

Address _____

City/State _____ Zip Code _____

E-Mail Address _____

Telephone(s) _____

Names and E-mail or telephone numbers of additional team members, if applicable:

Name _____

E-mail or Phone _____

Name _____

Email or Phone _____

I / We have submitted the following:

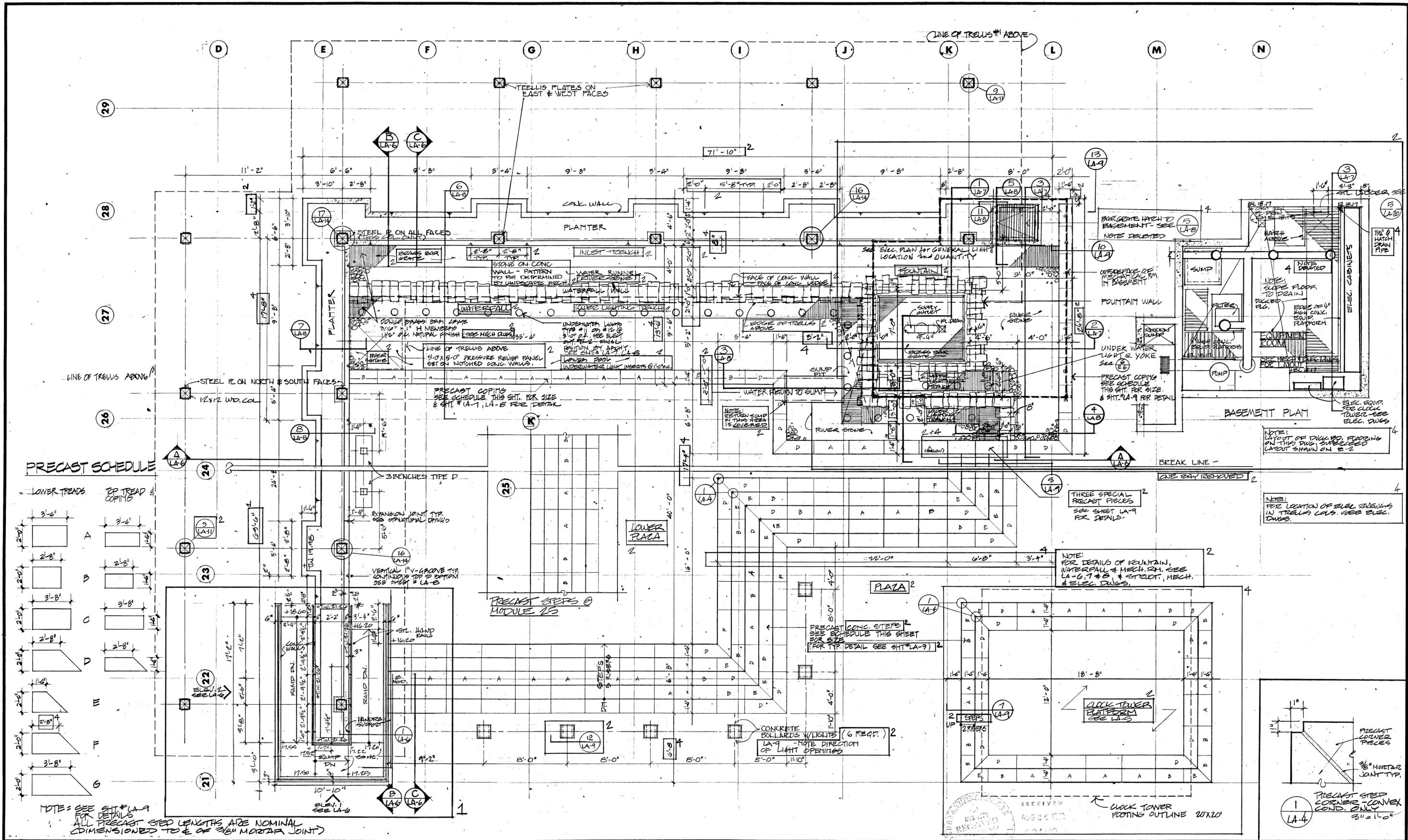
One PDF document with the following information listed in order below:

1. This application form accompanied by a brief letter that expresses why you are interested in this project.
2. A professional resume (no more than 4 pages).
3. A minimum of 10 images (a maximum of 15 images) of relevant project experience.
4. An image list that includes each project’s name, location, date of installation, project budget, and commissioning agency.
5. Three references; at least one from a public agency that you have completed a project of similar scope.

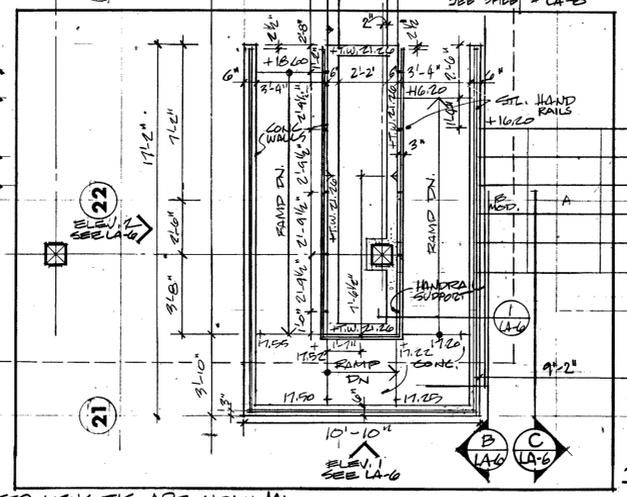
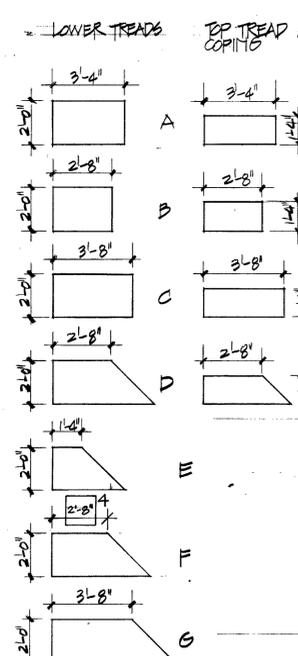
Please email your qualifications to the City of Napa’s art consultant for this project, Regina Almaguer at ralmaguer@comcast.net.

ATTACHMENT J

**PLANS FOR EXISTING VAULT BENEATH DWIGHT
MURRAY PLAZA**



PRECAST SCHEDULE



NOTE: SEE SHT. # LA-9 FOR DETAILS. ALL PRECAST STEP LENGTHS ARE NOMINAL DIMENSIONED TO E. OF 3/8" MORTAR JOINT.

BEAMER/WILKINSON & ASSOCIATES
CONSULTING ENGINEERS
478 SANTA CLARA AVENUE
OAKLAND, CALIFORNIA
(415) 832-4177

GFDS ENGINEERS
Civil and Structural Engineers
160 Montgomery Street, San Francisco, California

HEID AND HEID
CIVIL ENGINEERS
1091 FIFTH STREET
NAPA, CALIFORNIA

DRAWN _____ CHECKED _____
DATE _____

SASAKI DAWSON DEMAY ASSOC. INC.
LANDSCAPE ARCHITECTS
23 MAIN STREET
WATERTOWN, MASSACHUSETTS

Hide Ameli

DRAWN _____ CHECKED _____
DATE _____

HALL AND GOODHUE
PLANNING CONSULTANTS
100 BUSH STREET
SAN FRANCISCO, CALIFORNIA

DRAWN _____ CHECKED _____
DATE _____

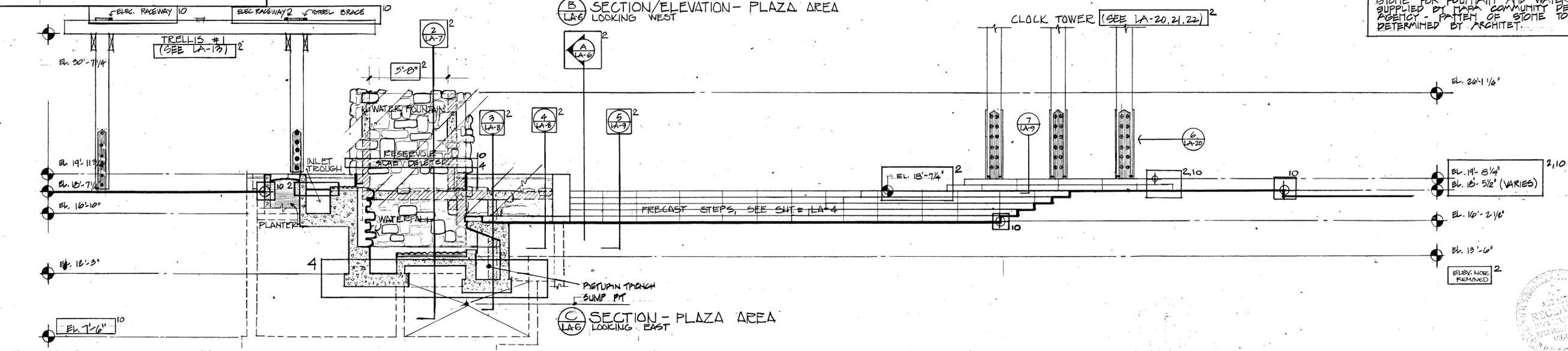
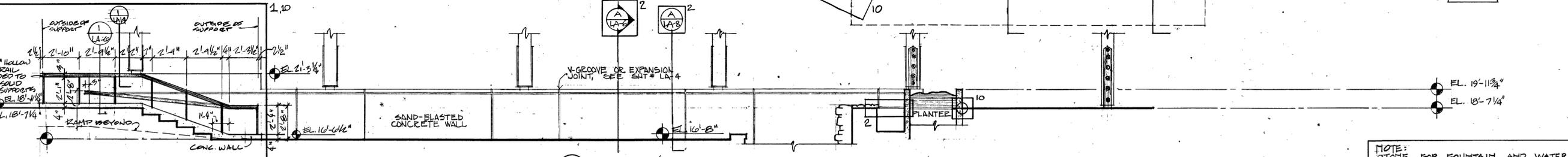
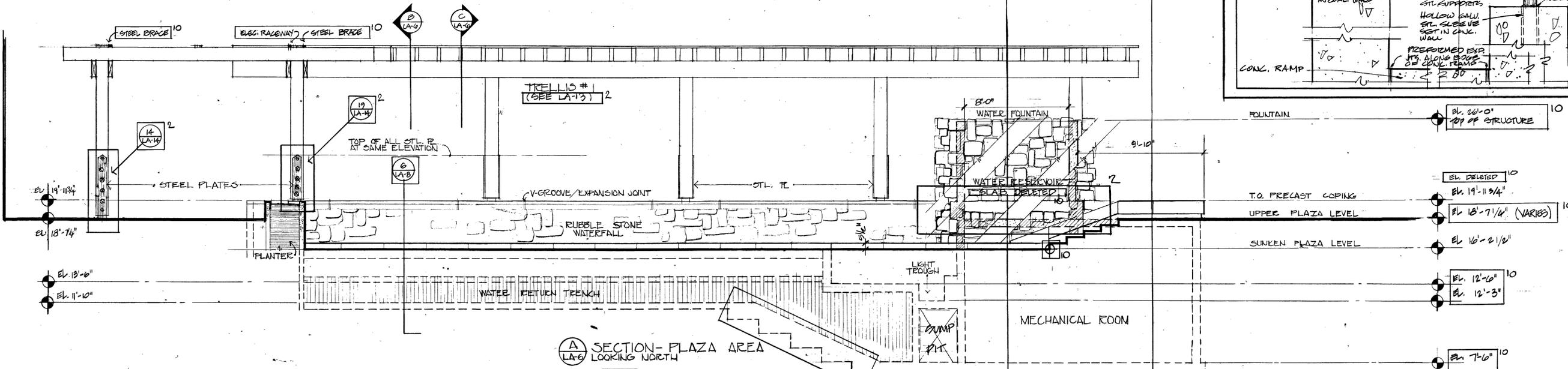
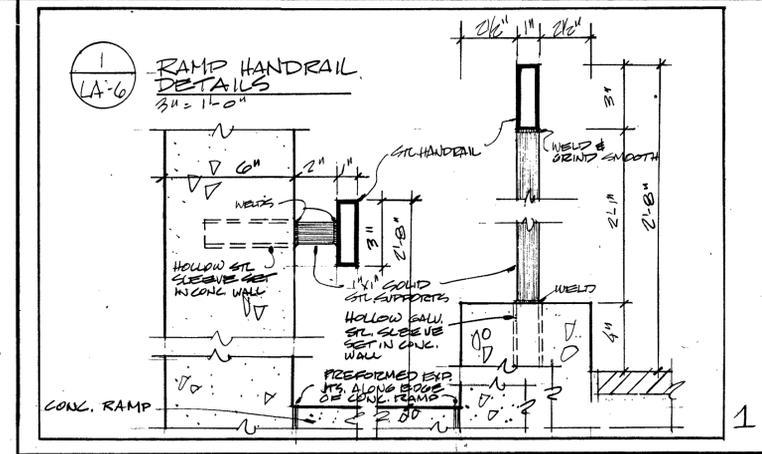
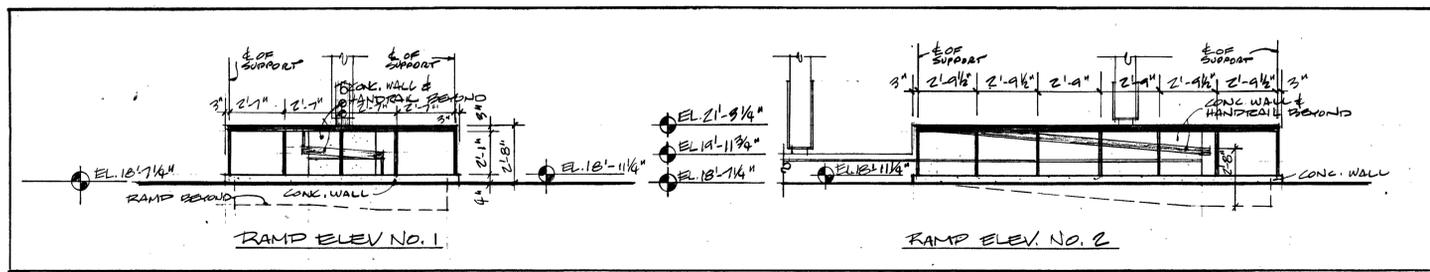
No.	DESCRIPTION	DATE	APPROVAL
1	BOLLARD RAMP	5/2/73	
2	NOTES, DIMENSIONS, MECH. RM.	6/1/73	
3	CLOCK TOWER FOOTING	11/4/73	
10	FOUNTAIN DEVELOPMENT	3/16/73	

PLAZA AREA PLAN

NAPA PLAZA AND MALL
CITY OF NAPA - DEPARTMENT OF PUBLIC WORKS

APPROVAL _____ R.C.E. 11618
PROJECT NUMBER _____ SDOA 2220
DATE 12 MARCH 1973 SCALE 1/4" = 1'-0"

LA-4
SHEET OF 71/4



NOTE: STONE FOR FOUNTAIN AND WATER FALL SUPPLIED BY NAPA COMMUNITY DEVELOPMENT SOCIETY. PATTERN OF STONE TO BE DETERMINED BY ARCHITECT.



BEAMER/WILKINSON & ASSOCIATES
CONSULTING ENGINEERS
478 SANTA CLARA AVENUE
OAKLAND, CALIFORNIA
(415) 834-4177

GFDS ENGINEERS
Civil and Structural Engineers
1670 Montgomery Street San Francisco, California

HEID AND HEID
CIVIL ENGINEERS
1091 FIFTH STREET
NAPA, CALIFORNIA

DRAWN CHECKED
DATE

SASAKI DAWSON DEMAY ASSOC. INC.
LANDSCAPE ARCHITECTS
23 MAIN STREET
WATERTOWN, MASSACHUSETTS

DRAWN CHECKED
DATE

HALL AND GOODHUE
PLANNING CONSULTANTS
100 BUSH STREET
SAN FRANCISCO, CALIFORNIA

No.	DESCRIPTION	DATE	APPROVAL
1	RAMP CORRECTED	5/27/73	
2	NOTE PLUMBING	6/12/73	
3	UNDER WATER MAIN	6/24/73	
4	PLAZA SECTIONS	6/26/73	
11	PLAZA SECTIONS	6/26/73	
12	UNDER WATER MAIN, PLACES, ALWAYS		

PLAZA SECTIONS
NAPA PLAZA AND MALL
CITY OF NAPA - DEPARTMENT OF PUBLIC WORKS

APPROVAL R.C.E. 11618
PROJECT NUMBER SODA 2266
DATE 12 MARCH 1973 SCALE 1/4" = 1'-0"

SHEET
LA-6
OF 11

