



**GRINNELL PLANNING COMMITTEE MEETING
MONDAY, MARCH 18, 2019 AT 5:30 P.M.
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF
THE CITY HALL**

TENTATIVE AGENDA

ROLL CALL: Bly (Chair), Burnell, Hansen.

PERFECTING AND APPROVAL OF AGENDA

COMMITTEE BUSINESS:

1. Consider approval of resolution awarding the contract for the Skate Park Project (See Resolution No. 2019-25).
2. Consider first reading of an ordinance amending the code of ordinances of the city of Grinnell, Iowa by amending provisions pertaining to Human Rights Commission (See Ordinance No. 1464).

INQUIRIES:

ADJOURNMENT:

RESOLUTION NO. 2019-25

RESOLUTION AWARDING THE CONTRACT FOR THE GRINNELL SKATE PARK PROJECT

WHEREAS, the following bid for the construction of certain improvements described in general as the "GRINNELL SKATE PARK PROJECT" is hereby accepted, the same being the lowest responsible bid for the said work and contingent about grant acceptance, as follows:

1) GRINNELL SKATE PARK PROJECT

CONTRACTOR: Spohn Ranch Inc.
6824 S Centinela Avenue
Los Angeles, CA 90230

AMOUNT OF BID: \$ 222,125 after deductions of \$72,000

PORTION OF PROJECT: All after deductions per letter

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to execute a contract with the Contractor for the construction of the said airport improvements.

Passed and approved this 18th day of March 2019.

Dan F. Agnew, Mayor

ATTEST:

P. Kay Cmelik, City Clerk/Finance Director



Russ Behrens, City Manager
City of Grinnell, Iowa
520 4th Avenue
Grinnell, IA 50112

MARCH 7, 2019

RE: GRINNELL SKATEPARK – BID REVISIONS

Dear Mr. Behrens,

Spohn Ranch is proposing the following revisions to our 2/13/19 bid for the Bailey Park Skatepark.

1. Switch the drain line from 8" to 4" SDR35
 - Bid deduct - \$5,000.00
2. Remove drain line installation (trenching, pipe supply/install, storm sewer connection, backfill, etc.) from Spohn Ranch's scope of work, to be performed by others. Spohn Ranch will supply/install drain bodies/grates on the drain line stub outs installed by others.
 - Bid deduct - \$10,000.00
3. Remove the 2 stair sets on the south end of the skatepark from the scope of the project.
 - Bid deduct - \$7,000.00
4. Remove construction staking from Spohn Ranch's scope of work, to be performed by others. Spohn Ranch will need 2 control points and approximately 40 points across the skatepark site.
 - Bid deduct - \$1,000.00
5. Remove concrete supply from Spohn Ranch's scope of work, to be supplied by others. Spohn Ranch will need approximately 160 cubic yards of concrete per Spohn Ranch's mix design.
 - Bid deduct - \$32,000.00
6. Remove supply and stockpiling of fill material from Spohn Ranch's scope of work, to be performed by others. Spohn Ranch will need approximately 900 cubic yards of fill material that compacts well and is free of organics.
 - Bid deduct - \$8,000.00
7. Remove crew lodging from Spohn Ranch's scope of work, to be supplied by others. Spohn Ranch will need approximately 125 room nights – 2 crew/room.
 - Bid deduct - \$14,000.00
8. Spohn Ranch will discount our bid by \$72,000
 - Bid Deduct - \$72,000.00



DESIGN. BUILD. COME TOGETHER.

Please don't hesitate to reach out with any questions.

Sincerely yours,

Vincent Onel
Principal | VP of Skatepark Development
Spohn Ranch, Inc.
6824 S Centinela Los Angeles, CA 90230
626-330-5803 x205
Vince@spohnranch.com

DRAFT

BAILEY PARK SKATEPARK

GRINNELL, IOWA

PROJECT MANUAL

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SECTION 00 11 13 – ADVERTISEMENT FOR BIDS

Project: Bailey Park Skatepark

Description of Work: Construction of an approximately 5,000 square foot concrete skateboard park including, but not limited to, earthwork, drainage, steel fabrication and specialty concrete/shotcrete.

Project Location: 1220 Prairie Street, Grinnell, IA 50112

Bids Due: Sealed bids for the work must be filed before 2:00 p.m., February 13, 2019, in the office of the City Manager – 520 4th Avenue, Grinnell, IA 50112

Bid Opening: Sealed proposals will be opened and bids tabulated at 2:00 p.m., February 13, 2019, in the Council Chambers of City Hall, for consideration by the Grinnell City Council meeting at 7:00 p.m. on February 18, 2019. The City of Grinnell reserves the right to waive any irregularities and to reject any and all bids.

Plans and Specifications: The plans and specifications are available with the City Manager and may be examined at City Hall – 520 4th Avenue, Grinnell, IA 50112

Russell Behrens, City Manager
rbehrens@grinnelliowa.gov
641-236-2600

Sales Tax Exemption: A sales tax exemption certificate will be available for all materials purchased for incorporation in the project.

This notice is given by authority of the City of Grinnell

Russell Behrens, City Manager

END OF SECTION

SECTION 00 21 13 – INSTRUCTION TO BIDDERS

Project: Bailey Park Skatepark

The work comprising the above referenced project shall be constructed in accordance with the 2016 edition of the Statewide Urban Standard Specifications for Public Improvements (SUDAS), and as further modified by supplemental specifications and special provisions included in the contract documents. The City of Grinnell is the Contracting Authority on this project and shall hereinafter be referred to as the "Jurisdiction". Before submitting your bid, please review the requirements of SUDAS Division One, General Provisions and Covenants, in particular, the sections regarding proposal requirements, bonding, contract execution and insurance requirements. Please be certain that all documents have been completed properly, and submit them to the City Manager – 520 4th Avenue, Grinnell, IA 50112.

1. Bid Security

The bid security must be in the minimum amount of 10% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall in the form of a cashier's check, a certified check, or a bank money order drawn on a FDIC insured bank in Iowa or drawn on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or charter under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction.

The bid bond must be submitted on the enclosed bid bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to the City of Grinnell, Iowa. "Miscellaneous Bank Checks", and personal checks, as well as "Money Orders" and "Traveler's Checks" issued by persons, firms or corporations licensed under Chapter 533B of the Iowa Code, are not acceptable bid security.

2. Submission of the Proposal and Identity of Bidder

The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder, and deposited with the Jurisdiction at or before the time and at the place provided in the Advertisement for Bids. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in the separate envelope identified as Bid Security and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered. If the Jurisdiction provides envelopes for proposals and bid security, bidders shall be required to utilize such envelopes in the submission of their bids.

Sign the proposal; and have the signature notarized. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature will not be accepted.

The following documents must be submitted as printed. No alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents which the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Jurisdiction in writing. The Jurisdiction will issue any necessary interpretation by an addendum.

3. Prosecution and Progress of the Work

The Work is located in the City of Grinnell.

Contractor may begin work any time after the issuance of the Notice to Proceed. Work on Sundays or legal holidays requires approval of the Jurisdiction.

4. Taxes

The City will issue a sales tax exemption certificate to the contractor for all materials purchased on the project. The City will issue the appropriate exemption certificates and authorization letters to the Contractor and all sub-contractors completing work on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

The contractor shall provide a listing to the City identifying all appropriate sub-contractors qualified for use of the tax exemption certificate. The Contractor and sub-contractors may make copies of the certificate and provide to each supplier providing construction material a copy of the tax exemption certificate.

END OF SECTION

SECTION 00 42 00 – PROPOSAL FORM

To: The Honorable Mayor and
Members of the City Council
City of Grinnell, Iowa

The undersigned Bidder, having carefully examined the plans and specifications, as well as the site and conditions affecting the work, agrees to furnish all labor, materials, equipment and management to complete the work in strict accordance with the contract documents for the following prices:

Construction of skatepark as described in the plans and specifications for the lump sum of:

§ \$299,125
(Numbers)

§ Two hundred ninety nine thousand one hundred twenty five dollars
(Words)

The bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid.

Addendum Number: NA Date: _____

Addendum Number: _____ Date: _____

Addendum Number: _____ Date: _____

Respectfully submitted, this 12th day of February, 2019

Spohn Ranch Inc.

Legal Business Name

C122559 Exp: 6/20/19

State of Iowa Contractor Registration Number

Signature

Name (Print)

Aaron Spohn

Title

President

Street Address

6824 S. Centinela Ave

City, State, Zip Code

Los Angeles, CA 90230

Telephone Number

626-330-5803

Email Address

aaron@spohnranch.com

END OF SECTION

SECTION 00 43 13 – BID SECURITY FORM

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Spohn Ranch, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto The City of Grinnell, Iowa as Obligee, (hereinafter referred to as "the Jurisdiction"), in the penal sum of Ten Percent of The Total Amount Bid Dollars (\$10% of the total amount bid), lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following described improvements;

Project: Bailey Park Skatepark

Description of Work: Construction of an approximately 5,000 square foot concrete skateboard park including, but not limited to, earthwork, drainage, steel fabrication and specialty concrete/shotcrete.

The Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respected to this bond, the parties agree that the venue thereof shall be Poweshiek County, State of Iowa. If legal action is required by the Jurisdiction against Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provision of this bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined any such action or actions or not.

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with Jurisdiction in accordance with the terms of such proposal, including the provision of insurance and of a bond as may be specified in the contract documents, with a good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the

Jurisdiction the full amount of the bid bond, together with court costs, attorney’s fees, and any other expense of recovery.

Signed and sealed this 11th day of February, 2019

SURETY:

Travelers Casualty and Surety

Company of America

Surety Company

Rosa E. Rivas

Signature Attorney-in-Fact/Officer

Rosa E. Rivas, Attorney-In-Fact

Name of Attorney-in-Fact/Officer

Aon Risk Insurance Services West, Inc.

Company Name (Agent)

707 Wilshire Blvd., Ste. 2600

Company Address

Los Angeles, CA 90017

City, State, Zip Code

213-630-3200

Company Telephone Number

PRINCIPAL:

Spohn Ranch, Inc.

Bidder

[Handwritten Signature]

Signature

Aaron Spohn

Name (Print/Type)

President

Title

6824 S. Centinela Avenue

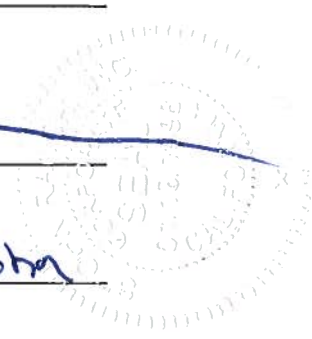
Address

Los Angeles, CA 90230

City, State, Zip Code

626-330-5803

Telephone Number



NOTE: All signatures on this bid bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety’s raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety’s raised, embossing seal.

END OF SECTION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

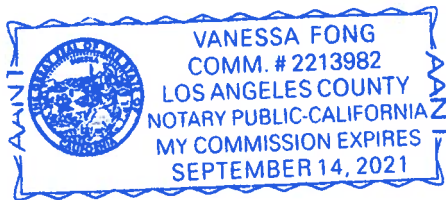
State of California

County of Los Angeles

On **FEB 11 2019** before me, Vanessa Fong, Notary Public, personally appeared Rosa E. Rivas who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Vanessa Fong*
Signature of Notary Public



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **ROSA E. RIVAS** of **IRVINE California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law. **IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

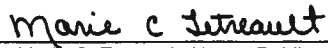
By: 
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **FEB 11 2019** day of




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

SECTION 00 45 13 – BIDDER'S QUALIFICATIONS**BIDDER'S QUALIFICATION FORM**

The intent of the Owner is to qualify contractors whose primary business is the construction of public skateparks and who have prior specialty skatepark construction experience.

The contractor must submit this form as part of their bid. Submission of this form does not constitute qualification. Qualification may be denied for any reasons the Owner deems necessary for the successful completion of the project. In the Owner's absolute discretion, if the prior work of the Contractor is deemed unacceptable, the contractor will be declared a non-responsive bidder.

LEGAL QUESTIONNAIRE

Is the contractor registered with the State of Iowa, Division of Labor Services?

YES or NO

- Registration Number: C122559
- Expiration Date: 6/20/19

In the past 5 (five) years has the contractor been sued for damages for breach of contract, defective construction or breach of warranty by a public entity? YES or NO

In the past 5 (five) years has a claim or lawsuit been filed against the contractor's performance bonding company arising from a breach of contract or defective construction? YES or NO

INSURANCE QUESTIONNAIRE

Does the contractor meet the following minimum insurance requirements?

- Workers Compensation and Employers Liability insurance in the amount of \$1,000,000
YES or NO
- Automobile Coverage for all Owned, Non-Owned and Hired vehicles in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate
YES or NO
- Comprehensive General Liability or Commercial General Liability insurance covering all operations or job specific in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate
YES or NO
- Excess Liability/ Umbrella Insurance in the amount of \$3,000,000
YES or NO
- Errors and Omissions/ Professional Liability insurance in the amount of \$1,000,000 per occurrence, \$1,000,000 aggregate
YES or NO

SHOTCRETE QUESTIONNAIRE

Is the contractor's shotcrete nozzleman certified by the American Concrete Institute?

YES or NO

Shotcrete Nozzleman:

- Name: Mark Bradford
- Certification ID: 01262561
- Certification Expiration Date: 4/5/19

PRIOR SPECIALTY SKATEPARK CONSTRUCTION EXPERIENCE

Does the contractor have a minimum of 5 (five) years of experience placing, shooting and finishing concrete with a steel trowel finish for public skateparks? YES or NO

List 2 (two) public projects where the contractor successfully performed shotcrete and cast-in-place concrete with a steel trowel finish for a public skatepark in the State of Iowa within the last 5 (five) years. Projects must have been open and in continuous operating condition for at least 1 (one) year.

1. PROJECT NAME: OB Nelson Skatepark

OWNER: City of Fairfield IA

OWNER CONTACT INFORMATION: Melanie Carlson 641-472-5145

SHOTCRETE NOZZLEMAN: Mark Bradford

YEAR CONSTRUCTED: 2014

CONTRACTOR'S SCOPE: Turnkey Skatepark Construction

2. PROJECT NAME: Oskaloosa Skatepark

OWNER: City of Oskaloosa, IA

OWNER CONTACT INFORMATION: Sherry Vavra 641-660-7504

SHOTCRETE NOZZLEMAN: Mark Bradford

YEAR CONSTRUCTED: 2012

CONTRACTOR'S SCOPE: Turnkey skatepark construction

List an additional 8 (eight) public projects where the contractor successfully performed shotcrete and cast-in-place concrete with a steel trowel finish for a public skatepark within the last 5 (five) years. Projects must have been open and continuously in good operating condition for at least 1 (one) year.

1. PROJECT NAME: Cape May County Skatepark
OWNER: City of Ocean City, NJ
OWNER CONTACT INFORMATION: Mike DeVlieger, 609-399-6111
SHOTCRETE NOZZLEMAN: Mark Bradford
YEAR CONSTRUCTED: 2015
CONTRACTOR'S SCOPE: Turnkey skatepark construction

2. PROJECT NAME: Uvalde Skatepark
OWNER: City of Uvalde, TX
OWNER CONTACT INFORMATION: Joe Cardenas, 830-278-3315
SHOTCRETE NOZZLEMAN: Mark Bradford
YEAR CONSTRUCTED: 2015
CONTRACTOR'S SCOPE: Turnkey skatepark construction

3. PROJECT NAME: Campbell County Skatepark
OWNER: Campbell County, WY
OWNER CONTACT INFORMATION: Kevin King, 307-685-8061
SHOTCRETE NOZZLEMAN: Mark Bradford
YEAR CONSTRUCTED: 2014
CONTRACTOR'S SCOPE: Turnkey skatepark construction

4. PROJECT NAME: O'Fallon Skatepark
OWNER: City of Ofallon, IL
OWNER CONTACT INFORMATION: Andrew Dallner 618-624-0139
SHOTCRETE NOZZLEMAN: Mark Bradford
YEAR CONSTRUCTED: 2012
CONTRACTOR'S SCOPE: Turnkey skatepark construction

5. PROJECT NAME: Planz Park Skatepark
OWNER: City Of Bakersfield, CA
OWNER CONTACT INFORMATION: Dianne Hoover 661-326-3014
SHOTCRETE NOZZLEMAN: Mark Bradford
YEAR CONSTRUCTED: 2014
CONTRACTOR'S SCOPE: Turnkey skatepark construction

6. PROJECT NAME: Ponderosa Park Skatepark
OWNER: City of Bend, OR
OWNER CONTACT INFORMATION: Matt Mercer 541-706-6103
SHOTCRETE NOZZLEMAN: Mark Bradford
YEAR CONSTRUCTED: 2013
CONTRACTOR'S SCOPE: Turnkey skatepark construction

7. PROJECT NAME: Monitor Park Skatepark
OWNER: City of Los Angeles
OWNER CONTACT INFORMATION: Michael Shull 213-202-2700
SHOTCRETE NOZZLEMAN: Mark Bradford
YEAR CONSTRUCTED: 2014
CONTRACTOR'S SCOPE: Turnkey skatepark construction

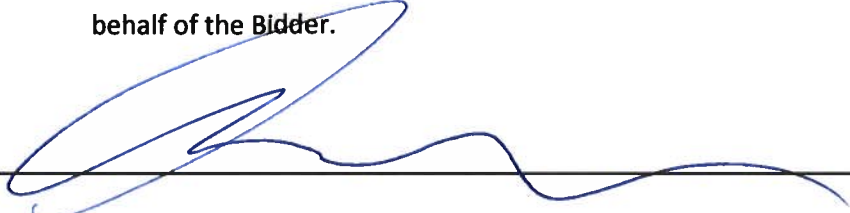
8. PROJECT NAME: Johnson Park Skatepark
OWNER: City of Gardena, CA
OWNER CONTACT INFORMATION: Kelly Fujio 310-217-9537
SHOTCRETE NOZZLEMAN: Mark Bradford
YEAR CONSTRUCTED: 2012
CONTRACTOR'S SCOPE: Turnkey skatepark construction

END OF SECTION

SECTION 00 45 19 – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

- That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
- That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
- That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
- That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or any other bidder, and that all statements in this proposal are true; and
- That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.



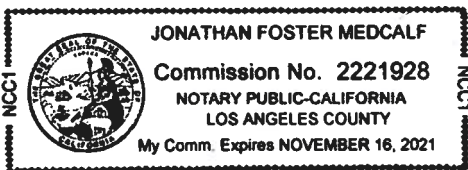
Signature

Subscribed and sworn to before me this 12th day of February, 2019



Notary Public

My commission expires: 11-16-2021



END OF SECTION

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ORDINANCE NO. 1464

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF GRINNELL, IOWA BY AMENDING PROVISIONS PERTAINING TO HUMAN RIGHTS COMMISSION

BE IT ENACTED by the City Council of the City of Grinnell, Iowa:

SECTION 1. SECTION MODIFIED. Section 29.03 of the Code of Ordinances of the City of Grinnell, Iowa, is repealed and the following adopted in lieu thereof:

29.03 HUMAN RIGHTS COMMISSION. The City hereby establishes the Grinnell Human Rights Commission (hereinafter the Commission) as authorized under chapter 29 of the Grinnell City Code and the Code of Iowa (See Chapter 216). The Commission shall be governed by the following provisions:

1. The Commission shall consist of five residents of the City appointed by the Mayor, with the advice and majority approval of the City Council. The term of appointment shall be three years from January 1st of the year in which the appointment is made. Vacancies shall be filled in the same manner for the remainder of the unexpired term. Whenever possible, appointments should represent the diversity of people in Grinnell and should also represent areas of expertise in the law, education, mediation, interpersonal relationships and other areas that will aid the Commission in its primary goals of education and the investigation and resolution of complaints.
2. The members of the Commission shall serve without compensation, provided that they may receive actual and necessary expenses incurred, within the limits established under city policies.
3. The Commission shall elect from its membership, at its first meeting of the calendar year, its Chairperson, Vice-chairperson and Secretary, each to serve for a term of one year. The Commission shall fill vacancies among its officers for the remainder of the unexpired term.
4. The Commission shall cooperate with the Iowa Civil Rights Commission, the United States Civil Rights Commission, the Federal Equal Employment Opportunity Commission and other agencies with similar purposes. The Commission shall provide for the execution within the City of the policies and principles embodied in the Iowa Civil Rights Act and the Federal Civil Rights Act.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council the __ day of _____, 2019, and approved this __ day of _____, 2019.

Mayor

ATTEST:

City Clerk

First Reading:

Second Reading:

Third Reading:

I certify that the foregoing was published as Ordinance No. 1464 on the ___ day of _____, 2019.

P. Kay Cmelik, City Clerk