City of Sonora

Request for Qualifications

On-Call Construction Services

Due: **November 23, 2026**

Issued by:

City of Sonora
Department
94 N. Washington Street
Sonora, CA 95370
(209) 532-4541

October 15, 2026

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I. PURPOSE

By way of this Request for Qualifications (RFQ), the City of Sonora (City) is seeking qualified contractors to provide construction and repair services on an on-call, as needed basis to augment City Public Works staff. Typical work anticipated under this contract will be similar in nature to, but may not be limited to the items listed below:

- Emergency Response and Repairs
- Flood Management and Erosion Control
- Building Repair, Restoration and Remodeling
- Vegetation Management and Debris Removal
- Roadside Spraying/Weed Abatement
- Creek Clearing
- Traffic Signal Maintenance
- Traffic Control Services
- Slurry Seals, Microsurfacing and Cape Seals
- Roadway and Parking Lot Surface Patching and Paving
- Concrete Curb, Gutter, Sidewalk and Flatwork Installation
- Traffic Striping and Pavement Marking Installation
- Storm Drain Infrastructure Repair/Replacement
- Storm Drain Culvert Repair/Replacement
- Utility Locating, CCTV Inspection, and Potholing
- Roofing
- Interior/Exterior Painting
- HVAC Repair/Replacement
- Demolition and Debris Removal
- Winter Roadway Maintenance
- Homeless Encampment Debris Removal and Support Services
- Site and Facility Improvements, Repair, and Maintenance
- Curb, Gutter, Sidewalk, and Misc. Concrete, Maintenance and Repair
- Curb, Gutter, Sidewalk, Misc. Concrete, and Pavement Inspection
- Trail Construction and Maintenance
- Structure Construction, Repair, and Maintenance
- Roadway Improvements
- Landscape Installation and Maintenance
- Hazardous Material Abatement and Remediation
- Pest Control
- (Write in additional services) _____

The City is seeking a list of prequalified Contractors to provide construction and repair services for City facilities. The contract will be effective through June 30, 2027, with the City holding an option to extend the period of services for two additional one-year terms through June 30, 2029.

This is an indefinite delivery, indefinite quantity contract for construction and repair services. The work to be performed under this contract shall be authorized by the City through a Task Order issued to the Contractor for individual projects. Work consists of furnishing all tools, equipment, materials, supplies, and manufactured articles for each repair and construction as needed, except those supplied by the City,

and where requested, providing as-built drawings of completed work. It shall also include the furnishing of all transportation and services, including fuel, power, water, and essential communications, and the performance of all labor, work, or other operations required for the fulfillment of the contract in strict accordance with the Contract Documents and applicable portions of the City's Standard Procedures, Specifications and Drawings currently in effect.

All proposers shall be licensed under the provisions of Chapter 9 of Division 3 of the California Business and Professions Code to do the type of work contemplated in the project. In accordance with provisions of California Public Contract Code Section 3300, the City has determined that only Contractors who possess a valid Class A or Class B contractor's license and the ability to obtain all specialty contractor's licenses, or subcontractors who possess the specialty contractor's licenses, required to perform the work described in this RFQ at the time that the Statement of Qualifications (SOQ) is submitted and are qualified to perform such work, should submit an SOQ. The Contractor may subcontract additional specialty work if identified in writing during the contract if and as may be mutually agreed to by the City and the Contractor. Proposers shall indicate on Form A 'Statement Certification' which categories of work they wish to be considered for. In accordance with the provisions of California Business and Professions Code Section 7028.15, a Statement of Qualifications submitted to the City by a Contractor who is not licensed in accordance with Chapter 9 of Division 3 of the California Business and Professions Code shall be considered non-responsive and shall be rejected by the City.

In addition, no proposer shall be qualified to perform the work unless they are registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time that the contract is awarded. Failure to have registered and thereby be qualified shall render the bid non-responsive.

The City hereby advises all Proposers that the successful Proposer shall:

- Employ the appropriate number of apprentices on the job site as set forth in California Labor Code 1777.5;
- Provide workers' compensation coverage, as set forth in California Labor Code Sections 1860 and 1861;
- Keep and maintain the records of work performed on the public works project, as set forth in California Labor Code Section 1812;
- Keep and maintain the records required under California Labor Code Section 1776 which shall be subject to inspection pursuant to California Labor Code Section 1776 and California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Article 6, Section 16400 (e); and be subject to all other requirements imposed by law.

CALIFORNIA WAGE RATE REQUIREMENTS:

In accordance with the provisions of the California Labor Code Sections 1770, 1773, 1773.1, 1773.6 and 1773.7 as amended, a successful Proposer and each of its subcontractors shall pay to all workers employed by them in the execution of the work not less than the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations (DIR) in accordance with the standards set forth in Section 1773 for the locality in which the work is to be performed. This project is subject to labor compliance monitoring and enforcement by the California Department of Industrial Relations. Proposers obtain the current prevailing rate of per diem wages directly from the website maintained by the California DIR (www.dir.ca.gov).

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate more than the prevailing wage rates on file as aforementioned. The possibility of a wage increase is one of the elements to be considered by each Contractor in developing his/her Statement of Qualifications and will not, under any circumstances, be considered as the basis of a claim against the City on the Contract.

The successful Proposers and their subcontractors shall employ workers, trades and craftsmen who constantly display and demonstrate proper moral, ethical, and professional conduct to all fellow workers, employees and representatives of the City and other involved entities. In addition, the successful Proposers must ensure that employees and applicants for employment are not discriminated against on the basis of age, color, race, national origin, ancestry, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, medical condition, genetic information, military or veteran status, or disability, and comply with the Americans with Disabilities Act.

WITHDRAWAL OF STATEMENT OF QUALIFICATIONS (SOQs)

Any SOQs received prior to the date and time specified for receipt of SOQs may be withdrawn or modified by written request of the submitter. To be considered, however, the modified SOQs must be received by the time and date specified.

No Proposer may withdraw its Statement of Qualifications for a period of sixty (60) days after the date set for the submission thereof.

II. INSTRUCTIONS FOR PROPOSERS

The City intends to enter into a Contract (attached) with each of the qualified Proposers who are selected to perform this work.

Each Statement of Qualifications must conform and be responsive to the invitation and all documents contained herein. The successful Proposers will execute the agreement for construction services and will furnish bonds for the full amount of each task order and insurance policies as specified before commencing services under each task order.

All Proposers shall carefully examine the Contract Documents and satisfy themselves as to their sufficiency. Proposers shall notify the City of any discovered conflicts, errors or discrepancies in the Contract Documents prior to the submission of its Statement of Qualifications. If necessary, the City will issue clarifications and modifications to the RFQ in the form of addenda.

Unless the Proposer has given such notification and the City has not responded thereto by the time Statements of Qualifications are required to be submitted, the submission of a SOQ shall constitute an acknowledgment, upon which the City may rely, that the Proposer has thoroughly examined and is familiar with the Contract Documents, and Proposers shall not at any time after the submission of the Statement of Qualifications dispute or protest such Contract Documents and the directions explaining them or interpreting them, nor assert that there is any misunderstanding in regard to the location, extent, nature or amount of work to be performed.

The City reserves the right to postpone the date and time for receiving Statements of Qualifications at any time prior to the date and time established in this Request for Qualifications. The City also reserves the right to issue addenda, which will become part of the Request for Qualifications. Addenda issued during the Statement of Qualifications process shall be covered in the Contractor's Statement of Qualifications and shall become part of the Contract Documents. Postponement notices and addenda will be posted

here: *https://sonoraca.com/request-for-proposals/*. It is the responsibility of Proposers to monitor this website for updates, postponements, and addenda.

RFQ Contact: Questions regarding this RFQ should be directed to Carlye Buchholz, PE, by 11/09/2026:

Carlye Buchholz, PE
City Engineer
cbuchholz@reyengineers.com
(916) 366-3040

Any questions that are not submitted within the time and manner specified will be deemed waived. The City will not be bound by the oral representations of any City employees or officials.

Statement of Qualifications Due Date and Submittal: Please submit one (1) electronic copy in .pdf format by 11/23/2026 at 5:00pm to:

Carlye Buchholz, PE
City Engineer
cbuchholz@reyengineers.com
(916) 366-3040

The City will not accept SOQs submitted after the above date and time.

SOQs for the work shall contain the following sections and shall include the following completed forms:

- **TRANSMITTAL LETTER** *(2-page limit):* Identify any information you believe should be highlighted from your Statement of Qualifications or include any key considerations such as successful similar work with the City, other agencies, awards, information about proposed subcontractors, and other information for the selection committee to consider that are not covered in the Statement of Qualifications requirements or forms.

- **PROJECT MANAGER RESUMES** *(2-page limit per Project Manager)*: List the individual(s) that will be responsible for managing/supervising the completion of the work. List the experience of the individual(s), qualifications, relevant licensing, education and/or certifications and describe similar projects that this individual has managed.

- **CONTRACTOR EXPERIENCE, QUALIFICATIONS, AND REFERENCES** *(10-page limit)*: Provide a detailed description of at least five (5) projects within the past five (5) years where the Proposer, as contractor, has provided similar work. The project description should include the company/entity name, address, telephone number, contact person, number and size of tasks, and cost of the project. At least two (2) of those projects must have been provided for public agencies.

- **FORMS:** Complete and provide the following forms, signed, as required, by an owner, officer or individual otherwise authorized to act on behalf of the Proposer.

    A. STATEMENT CERTIFICATION
    B. CERTIFICATION OF PROPOSER'S QUALIFICATION AND SAFETY COMPLIANCE
    C. PROPOSED SUBCONTRACTORS
    D. NON-COLLUSION DECLARATION
    E. PRICING SCHEDULE
    F. LOCAL PREFERENCE

The RFQ process will follow the schedule below. However, all dates are subject to revision.

Milestone	Date
Release of RFQ	10/15/2026
Deadline for Questions	11/09/2026
City Response to Questions	11/16/2026
Proposal Submission Deadline	11/23/2026
Contract Award (projected)	12/07/2026

EVALUATION CRITERIA

The City will be using a quality-based evaluation process for selection of qualified Proposers that represents the overall "best value". In doing so, selection will be based on a combination of experience, quality of work, Project Manager experience, availability of resources, responsiveness, schedule control, safety program and record, and cost controls. The Pricing Schedule will be used for a relative comparison of costs between Proposers.

SOQs will be evaluated on a scale of 100 points. Key evaluation criteria follow:

Transmittal Letter (5 Points)

Project Manager Information (10 Points)

Contractor Experience, Qualifications and References (30 points)

Safety Compliance (10 points)

Total Recordable Incident Rate (5 points)

Pricing Schedule (30 points)

Local Preference (10 points)

SOQs will be reviewed for responsiveness and evaluated based on the factors listed above.

Any Statement of Qualifications protest must be submitted in writing to Carlye Buchholz, PE, City Engineer, at cbuchholz@reyengineers.com before 5:00 p.m. of the 5th business day following the announcement of award. The initial protest document must identify the protestant and contain a complete statement of the basis for the protest with reference to any portion of the Statement of Qualifications documents which the protestant relies on as the basis of the protest. The above time and content requirements are mandatory and comprise the sole and exclusive means by which to protest a Statement of Qualifications, and thus failure to comply therewith shall constitute a waiver of any right to further pursue a protest by any means, including filing a Government Code claim or legal proceedings. Statement of Qualifications protests shall be acted upon by the City Engineer.

III. GENERAL CONDITIONS

Upon receipt, each SOQ becomes the sole property of City and will not be returned to the Proposer. Each Proposer is solely responsible for the costs it incurs to prepare and submit its SOQ. The City reserves, in its sole discretion, the right to reject any and all SOQs, including the right to cancel or postpone the RFQ or the Services at any time, or to decline to award the Agreement to any of the Proposers. The City reserves the right to waive any immaterial irregularities in an SOQ or submission of an SOQ. The City reserves the right to reject any SOQ that is determined to contain false or misleading information, or material omissions.

This RFQ is not an agreement to purchase or contract for services. The City reserves the right to modify or cancel in whole or in part this RFQ. The City reserves the right, in its sole discretion, not to enter into a contract as a result of the RFQ.

Proposers shall develop and submit the Statement of Qualifications at their own expense. The City will not reimburse any costs associated with the development and submittal of Statements of Qualifications.

Proposers must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Proposer, any employees of Proposer, or any other person relative to the Services to be provided pursuant to this RFQ. This RFQ process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees are prohibited from participating in the selection process for this RFQ if they have any financial or business relationship with any Proposer.

California Government Code Section 7920 et seq., the California Public Records Act, provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. Be advised that all information submitted in response to this RFQ and any contract that eventually arises from this RFQ is a public record in its entirety. By submitting materials, Proposer consents to release of such materials if requested under the Public Records Act.

Included for reference as Attachment G is the City's Agreement for On-Call Construction Services (Agreement). Any exceptions to the Agreement must be included in the SOQ. SOQs that take exceptions to the Agreement or propose alternative terms may be determined by the City, at its sole discretion, to be unacceptable and no longer considered for award. Only the exceptions and proposed alternative terms included within the SOQ will be considered when negotiating the Agreement.

If you are already listed and under contract related to the City's On-Call list from the 2025 Request For Qualifications (RFQ) for On-Call Construction Services then there is no need to submit a new RFQ for the same scope of items. If you would like to be listed under a new area of work not previously identified on your original RFQ, then please resubmit Attachment A through E identifying the new scope of work.

This RFQ process after evaluation will last through the same timeframe as listed in Section I. Purpose.

City can request an on-call contract to perform work un-related to a specific item that may not be listed.

A. STATEMENT CERTIFICATION

Date: _____

Name of Proposer: _____

Proposer is qualified to perform work in the following categories (*select categories*):

- ☐ Emergency Response and Repairs
- ☐ Flood Management and Erosion Control
- ☐ Building Repair, Restoration and Remodeling
- ☐ Vegetation Management and Debris Removal
- ☐ Roadside Spraying/Weed Abatement
- ☐ Creek Clearing
- ☐ Traffic Signal Maintenance
- ☐ Traffic Control Services
- ☐ Slurry Seals, Microsurfacing and Cape Seals
- ☐ Roadway and Parking Lot Surface Patching and Paving
- ☐ Concrete Curb, Gutter, Sidewalk and Flatwork Installation
- ☐ Traffic Striping and Pavement Marking Installation
- ☐ Storm Drain Infrastructure Repair/Replacement
- ☐ Storm Drain Culvert Repair/Replacement
- ☐ Utility Locating, CCTV Inspection, and Potholing
- ☐ Roofing
- ☐ Interior/Exterior Painting
- ☐ HVAC Repair/Replacement
- ☐ Demolition and Debris Removal
- ☐ Winter Roadway Maintenance
- ☐ Homeless Encampment Debris Removal and Support Services
- ☐ Site and Facility Improvements, Repair, and Maintenance
- ☐ Curb, Gutter, Sidewalk, and Misc. Concrete, Maintenance and Repair
- ☐ Curb, Gutter, Sidewalk, Misc. Concrete, and Pavement Inspection
- ☐ Trail Construction and Maintenance
- ☐ Structure Construction, Repair, and Maintenance
- ☐ Roadway Improvements
- ☐ Landscape Installation and Maintenance
- ☐ Hazardous Material Abatement and Remediation
- ☐ Pest Control
- ☐ (Write in additional services) _____

The undersigned as Proposer declares that it has a complete set of the Contract Documents and carefully examined the Request for Qualifications and Contract Documents, therein referred to, and the Proposer proposes and agrees if this Statement of Qualifications is accepted, that it will execute the contract with the City of Sonora to provide all labor, materials, necessary machinery, tools, apparatus, and services, and do all the work specified in the Contract Documents in the manner, time and at the price schedule proposed in the Pricing Schedule as hereinafter set forth and as required for the completion of the work involved.

ADDENDUM RECEIPT: The receipt of the following addenda is acknowledged:

Addendum No. _____ **Addendum No.** _____

The Proposer proposes and agrees to contract with the City of Sonora to perform the work, including subsidiary obligations as defined in this Request for Qualifications**.**

The undersigned has filled in all the information required herein and understands that failure to do so is grounds for rejecting the Statement of Qualifications by the City.

The City reserves the right to change, delete or add new work to the Contract.

The undersigned has checked carefully all the information provided in the Statement of Qualifications and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this Statement of Qualifications.

The undersigned understands that the City reserves the sole right to reject any or all Statements of Qualifications and to waive any informality in any Statement of Qualifications received. Award will be made which, in the judgment of the City, is in the best interest of the City.

It is agreed that this Statement of Qualifications may not be withdrawn within a period of sixty (60) days after the date set for the opening thereof, except as allowed in Public Contract Code 5101 and 5103.

The undersigned agrees, if awarded the contract, that the submitted pricing schedule of the labor rate and mark up percentages shall be strictly adhered to and used for the Task Orders throughout the duration of the contract.

The undersigned agrees, if awarded the contract, that all laborers, workers and mechanics employed in the execution of such contract or any subcontract thereunder shall be paid by the undersigned and by all subcontractors under him not less than the general prevailing rate of per diem wages, and rates for overtime and legal holidays in the locality in which the work is to be performed, as ascertained and determined, pursuant to California Labor Code Sections 1770, 1773, 1773.1, 1773.6, and 1773.7 as amended. The Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the Work is to be performed. A copy of said wage rates is available on-line at www.dir.ca.gov/DLSR/PWD.

The representations made herein, including the proposer's licensing and public works contracting (PWC) registration information hereinafter furnished, are made under penalty of perjury. The undersigned understands that any Statement of Qualifications not containing said information or containing any such information which is subsequently proven false, may be considered non-responsive, and be rejected by the City and/or be a basis for determining the proposer not responsible or eligible to perform the project.

Signed: _____ Contr. License No.: _____

Name (Printed): _____ License Classification: _____

Title: _____ Expiration Date: _____

Company: _____ PWC Registration Number: _____

Address: _____ Expiration Date: _____

Telephone: _____ Date: _____

B. CERTIFICATION OF PROPOSER'S QUALIFICATION AND SAFETY COMPLIANCE

The undersigned Proposer certifies that it is, at the time of award of the contract, and shall be, throughout the period of the contract, licensed under the provisions of Chapter 9 of Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the contract.

Proposer further certifies that it is skilled and regularly engaged in the general class and type of work called for in the contract. In accordance with Public Contract Code Section 20103.5, any Proposer not so licensed at the time of award of the contract shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board.

The Proposer represents that it is competent, knowledgeable, and has special skills concerning the nature, extent, and inherent conditions concerning the work to be performed. Proposer further acknowledges that there are certain inherent conditions existent in the construction of the facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Proposer expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

QUALIFICATION CRITERIA

If the answer to any of questions 1 through 3 is "no", or if the answer to any of questions 4 through 7 is "yes", the Proposer will be deemed ineligible or not responsible for purposes of this contract.

1. Proposer possesses a valid and current California Contractor's license and is currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 as required for the project for which it intends to submit a bid?

□ Yes □ No

2. Proposer will comply with and provide all insurance as defined in the contract?

□ Yes □ No

3. Proposer has current Workers' Compensation insurance coverage as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq?

□ Yes □ No

4. Has your contractor's license been revoked at any time in the last five (5) years?

□ Yes □ No

5. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was terminated for default by the project owner within the last five (5) years?

□ Yes □ No

6. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7

□ Yes □ No

7. At any time during the last five (5) years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the proposing or performance of a government contract?

□ Yes □ No

SAFETY QUALIFICATION CRITERIA

The following information will be used to determine if you meet the minimum safety requirements for this project. A three-year average of the Contractor's Workers' Compensation Experience Modification Rate (EMR) of equal to or less than 1.0 (100%) is preferred. At the City's discretion, additional documentation including, but not limited to, a safety improvement plan, accident and incident reports, or a job hazard analysis, may be requested from Contractors with an average EMR greater than 1.0. The Proposer shall list its EMR for the last three complete years (available from your insurance carrier).

Year: _____ EMR: _____

Year: _____ EMR: _____

Year: _____ EMR: _____

Three Year Average = _____

To verify the above information, the City will contact the Proposer's Workers' Compensation Insurance carrier. The Proposer shall authorize its carrier to release this information. Failure to release this information will result in the Statement of Qualifications being deemed non-responsive and result in automatic disqualification of the proposer.

Worker's Compensation Insurance Company: _____

Contact Person for Insurance Company: _____

Telephone Number: _____

Total Recordable Incident Rate

The following information will be used to determine the responsiveness of this Statement of Qualifications. Using OSHA Form 300 from the most recent fiscal year, determine the Total Recordable Incident Rate using the equation below:

$$TRIR = \frac{\textit{Total Number of Illnesses and Injuries (OSHA Form 300) x 200,000}}{\textit{Number of Hours Worked by All Employees within the Firm}}$$

Calculated Total Recordable Incident Rate = _____

OSHA Violation Summary

The following information will be used to determine the responsiveness of this Statement of Qualifications. Using the following website, determine the total OSHA violations in each category for the past three years.

https://www.osha.gov/pls/imis/establishment.html

OSHA Violations from the most recent three years will be reviewed. One or more willful violations will result in a non-responsive bid.

VIOLATION SUMMARY					
	Willful	Serious	Unclassified	Other	Repeat
2026					
2025					
2024					
2023					
TOTAL					

By signing below, the undersigned hereby certifies under penalty of perjury under the laws of the State of California that all representation set forth above regarding the Proposer's Essential Requirements for Qualifications, Company Experience and Safety Qualification Information are true and correct.

Signed this _____ day of _____, 20_____.

_____

Name of Proposer

_____

Contractor's License No.

_____

Expiration Date

_____

Signature of Proposer

_____

Name and Title of Signatory

C. PROPOSED SUBCONTRACTORS

Pursuant to California Public Contracting Code, Section 4100 et seq., the following list gives the name, business address, California contractor's license number, Public Work Contractor registration number, and portion of work (description of work to be done) for each subcontractor that will be used in the Work if the Proposer is awarded the Contract. The Proposer shall list only one subcontractor for each portion of the work (as defined by the Proposer for the purpose of listing subcontractors). (Additional supporting data may be attached to this page. Each page shall be sequentially numbered and headed "Proposed Subcontractors" and shall be signed.) Failure to comply with these requirements will render the Statement of Qualifications non-responsive and may be grounds for rejection of the Statement of Qualifications.

Name	Business Address	CA Contractor License No.	Public Works Contractor Reg. No.	Description of Work	% of Work

_____

Name of Company Submitting Statement of Qualifications

_____

Signature for Company Submitting Statement of Qualifications

_____

Name and Title of Signatory

_____

Date

D. NON-COLLUSION DECLARATION

The undersigned declares:

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____[city], _____[state].

_____

Name of Company Submitting Statement of Qualifications

_____

Signature for Company Submitting Statement of Qualifications

_____

Name and Title of Signatory

_____

Date

E. PRICING SCHEDULE

The labor classifications, equipment and markups listed below are those found common in the construction and public works/infrastructure trades. You do NOT have to complete a field for every classification or category, only those that **most apply** to the work you are proposing on. Note: If pricing schedule differs by category/service, fill out a separate pricing sheet for each category selected below. All work is subject to prevailing wage.

- ☐ Emergency Response & Repairs
- ☐ Flood Management & Erosion Control
- ☐ Building Repair, Restoration, & Remodeling
- ☐ Vegetation Management & Debris Removal
- ☐ Roadside Spraying/Weed Abatement
- ☐ Creek Clearing
- ☐ Traffic Signal Maintenance
- ☐ Traffic Control Services
- ☐ Slurry Seals, Microsurfacing, & Cape Seals
- ☐ Roadway & Parking Lot Surface Patching & Paving
- ☐ Concrete Curb, Gutter, Sidewalk, & Flatwork Installation
- ☐ Storm Drain Infrastructure Repair/Replacement
- ☐ Storm Drain Culvert Repair/Replacement
- ☐ Utility Locating, CCTV Inspection, & Potholing
- ☐ Roofing
- ☐ Interior/Exterior Painting
- ☐ HVAC Repair/Replacement
- ☐ Demolition and Debris Removal
- ☐ Winter Roadway Maintenance
- ☐ Homeless Encampment Debris Removal & Support Services
- ☐ Site & Facility Improvements, Repair, & Maintenance
- ☐ Curb, Gutter, Sidewalk, & Misc. Concrete, Maintenance & Repair
- ☐ Curb, Gutter, Sidewalk, Miscellaneous Concrete, & Pavement Inspection
- ☐ Trail Construction & Maintenance
- ☐ Structure Construction, Repair, & Maintenance
- ☐ Roadway Improvements
- ☐ Landscape Installation & Maintenance
- ☐ Hazardous Material Abatement & Remediation
- ☐ Pest Control
- ☐ (Write in additional services)

1. CONSTRUCTION LABOR

Classification	Unit	Rate	Classification	Unit	Rate
Project Manager	Hour	$		Hour	$
Superintendent	Hour	$		Hour	$
Foreman	Hour	$		Hour	$
Journeyman	Hour	$		Hour	$
Equipment Operator	Hour	$		Hour	$
Tradesman	Hour	$		Hour	$
Laborer (experienced)	Hour	$		Hour	$
Laborer (entry level)	Hour	$		Hour	$

2. MOBILIZATION

a. Mobilization and Demobilization _____ %
(Fill In)

3. MATERIALS MARKUP

a. Materials Markup _____ %
(Fill In)

3. EQUIPMENT RENTAL MARKUP

a. Materials Markup _____ %
(Fill In)

4. SUBCONTRACTOR MARKUP

a. Subcontractor Markup _____ %
(Fill In)

5. Emergency Service Fee

a. Emergency Service Fee _____ %
(Fill In)

F. LOCAL PREFERENCE

The City of Sonora wishes to provide enhanced opportunities for participation of local business enterprises (LBEs) in the City's contracting and procurement activities. Local business enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the City or unincorporated Tuolumne County. Evidence of legitimate business presence in the City or unincorporated Tuolumne Couty shall include:

1. Having a current City of Sonora or Tuolumne County business license for at least six (6) consecutive months prior to submission of bid, and;
2. Having either of the following types of offices or workspace operating legally within the City or unincorporated Tuolumne County for at least six (6) consecutive months prior to submission of bid:
    a) The LBE's principal business office or workspace, or;
    b) The LBE's regional, branch or satellite office with at least one full time employee located in the City or unincorporated Tuolumne County.

LOCAL BUSINESS ENTERPRISE (LBE) INFORMATION

Is the firm submitting a bid qualified as a local business enterprise? Check the appropriate box below:

- ☐ Yes – The firm submitting the bid (prime contractor) is qualified as a local business enterprise (10 points)
- ☐ Yes – The firm submitting the bid is qualified by utilizing subcontractors and/or suppliers who qualify as a local business enterprise (5 points)
- ☐ No – The firm submitting the bid is not qualified as a local business enterprise (0 points)

If the response is yes above, provide firm name, business license number, and office or workspace address for LBE below. Address must be a physical address for the basis of location. This excludes P.O. Box addresses.

_____

LBE Firm Name

_____

LBE Business License Number

_____

_____

_____

LBE Physical Address

G. SAMPLE AGREEMENT FOR ON-CALL CONSTRUCTION SERVICES

THIS ON-CALL CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 20__, by and between the City of Sonora, a California municipal corporation ("City") and _____, a _____, ("Contractor") (each individually a "Party" and collectively the "Parties"). There are no other parties to this Agreement.

RECITALS

A. City has determined that construction services are required from time to time on an on-call basis.

B. City published a Request for Proposals ("RFQ") that includes the scope of services for the Project ("Services"), attached hereto as **Exhibit A**.

C. The Contractor, in response to such RFQ, submitted to the City within the time specified in the RFP and in the manner provided therein, a Statement of Qualifications ("SOQ") to perform the Services as specified in the RFQ, attached hereto as **Exhibit B**.

D. Contractor represents that it is qualified, willing, and able to provide the Services to City, and that it will perform the Services according to the cost proposal in its SOQ.

E. City desires to engage the services of Contractor for the Services.

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 23 of this Agreement, Sections 1 through 23 shall prevail.

Section 2. Term. This Agreement shall commence on the Effective Date and terminate (insert date here) ("Term"). This Agreement may be mutually extended in writing after the initial term, on a year-by-year basis, for up to two (2) additional one (1) year terms at the sole discretion of the City Administrator.

SAMPLE

Section 3. Effective Date. This Agreement shall only become effective once all of the Parties have executed the Agreement (the "Effective Date"). Contractor, however, shall not commence the performance of the Services until it has been given a Task Order issued by the City for individual projects.

Section 4. Project Coordination.

(a) *City*. The City Administrator shall be the representative of City for all purposes under this Agreement. The City Administrator, or their designee, is hereby designated the "Contract Administrator" for City and shall supervise all aspects of the progress and execution of this Agreement.

(b) *Contractor*. Contractor shall assign a single "Project Manager" to have overall responsibility for the progress and execution of this Agreement for Contractor. _____ is hereby designated the Project Manager for Contractor. The Project Manager shall provide progress reports and meet with the Contract Administrator as requested to address progress on the project(s) or any issues/concerns.

(c) *Performance by Key Employee.* Contractor represents to City that the Project Manager will be the person primarily responsible for the performance of the Services and all communications related to the Services. City enters into this Agreement in reliance on that representation by Contractor. There shall be no change in the Project Manager or members of the project team, as listed in the SOQ, without prior written approval of the City Administrator. The Contractor must justify the need for the substitution. The proposed substituted person or subconsultant must be as qualified as the original, in the discretion of the City Administrator, and at the same or lower cost.

Section 5. Work.

(a) *Services*. Subject to the terms and conditions set forth in this Agreement, including the exhibits ("Contract Documents"), Contractor shall perform the Services necessary to complete the project in each Task Order within the timeframes in the Task Order and in accordance with the standards and specifications established in the Contract Documents. It is agreed by the Parties that time is of the essence. Contractor shall not receive additional compensation for the performance of any work unless it is included in the Contract Documents, Task Order, or the Parties agree otherwise in writing.

(b) *Modification of Services*. Only the City's Contract Administrator may authorize extra or changed work. Failure of Contractor to secure such a written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no

compensation whatsoever for the performance of such work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra work performed without such express and prior written authorization of the Contract Administrator.

(c) *Approval of Services.* The Contract Administrator shall have the right to reject, or require modification of, any Services by Contractor that do not comply with the Task Order or Contract Documents. Contractor shall only receive direction and approval for Services from the Contract Administrator.

Section 6. Allowable Costs and Payments. The method of payment for this Agreement will be (hourly, actual cost, fixed fee, etc.). Consultant shall be paid based on the Pricing Schedule in Contractor's SOQ, attached as part of Exhibit B and included in the Contract Documents. In the event that City determines a change to the work specified in the Contract Documents is required, any necessary changes shall be made by Agreement amendment to accommodate the changed work.

Payments will be made monthly in arrears based on services provided and allowable incurred costs. No payment will be made prior to approval of the work. The granting of any payment by City, or the receipt of any payment by Contractor, or any inspection, review, approval, or oral statement by any representative of City of other party, shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Contractor to re-perform or replace unsatisfactory work, including but not limited to cases where the unsatisfactory work may not have been apparent or detected at the time of such payment, inspection, review, or approval.

Invoices must be submitted to the City no later than forty-five (45) calendar days after the performance of work for which Contractor is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall be on a form approved by the City. The City shall make all payments within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor.

Section 7. Representations of Contractor. City relies upon the following representations by Contractor in entering into this Agreement:

(a) *Standard of Care*. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that it is qualified to perform the Services provided in the Contract Documents and that all of its work will be performed in accordance with the specifications provided in Contract Documents, using generally accepted construction practices and standards, in compliance with all applicable federal, state and local laws.

(b) *Independent Contractor*. In performing the services hereinafter specified, Contractor shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits City provides its employees. In the event City exercises its right to terminate this Agreement, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees. Nothing contained herein shall be construed as creating an employment, agency, or partnership relationship between City and Contractor.

(c) *Taxes*. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold City harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case City is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish City with proof of payment of taxes on these earnings.

(d) *Authority*. Contractor represents that it possesses the necessary licenses, permits, or approvals required to perform the Services or will obtain such licenses, permits, or approvals prior to the time such licenses, permits, or approvals are required. Contractor shall also ensure that all subcontractors are similarly licensed and qualified. Contractor represents and warrants to City that Contractor shall, at Contractor's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice Contractor's profession at the time the Services are rendered.

(e) *Warranty*. Contractor warrants that the work performed shall be free of defects for a period of one (1) year from Project completion. If any installation fails as the result of the workmanship of Contractor, Contractor shall repair or replace the defective installation at no cost to City. Warranty work shall be performed within three (3) business days of notice by City that such work is required.

(f) *Records Maintenance*. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to City for inspection at any reasonable time. Contractor shall maintain such records for a period of not less than five (5) years following completion of work hereunder.

(g) *No Conflict of Interest*. Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement. Contractor further promises that in the performance of this Agreement, no person having such interest will be

knowingly employed. If requested to do so by City, Contractor shall complete and file and shall cause any person doing work under this Agreement to complete and file, a "Statement of Economic Interest" with the Tuolumne County Clerk disclosing their financial interests.

(h) *Nondiscrimination*. Contractor shall not discriminate against any employee, applicant for employment, or volunteer because of age, color, race, national origin, ancestry, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, medical condition, genetic information, military or veteran status, or disability. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, color, race, national origin, ancestry, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, medical condition, genetic information, military or veteran status, or disability. Such protections shall include but not be limited to the following: employment, promotion, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. Contractor agrees to post, in conspicuous places, available to employees and applicants for employment, notices that Contractor shall provide an atmosphere free of sexual harassment for employees, clients, volunteers and the general public.

Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of a protected category.

Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to age, color, race, national origin, ancestry, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, medical condition, genetic information, military or veteran status, or disability.

(i) *Prevailing Wage*. Contractor agrees to pay all craftsmen and laborers working on this Project at least the minimum prevailing wage required by the Department of Industrial Relations of the State of California. Contractor understands and agrees that it is Contractor's responsibility to determine the minimum prevailing wage and to report compliance as required under California law. Contractor shall post a copy of the current prevailing wage rate of per diem wages as determined by the Director of the Department of Industrial Relations at the job site.

Section 8. Conformity with Law and Safety. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent or trademark law and all other applicable

federal, state, municipal, and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the City's risk manager by telephone. If any accident occurs in connection with this Agreement, Contractor shall promptly submit a written report to City, in such form as the City may require. This report shall include the following information: (a) name and address of the injured or deceased persons; (b) name and address of Contractor's subcontractor, if any; (c) name and address of Contractor's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Contractor shall immediately notify City. Contractor shall not store hazardous materials or hazardous waste within the City limits without a proper permit from City.

Section 9. Assurance of Performance. If, at any time, City believes Contractor may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, City may submit a written request to Contractor for written assurances of performance and a plan to correct observed deficiencies in Contractor's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

Section 10. Excusable Delays. Contractor shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include: (a) Contractor's financial inability to perform; (b) Contractor's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Contractor's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Contractor.

Section 11. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect. Contractor hereunder offers and agrees to assign to City and agrees to require its subcontractors to offer and agree to assign the City, all rights, title, and interest in and to all causes of actions it may have under Section 4 of the Clayton Act (15 U.S.C.

§ 15) or under the Cartwright Act (Bus. and Prof. Code § 16700 *et seq.*), arising from purchases of goods, services or materials pursuant to this contract or any subcontracts entered into hereunder. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgement of the Parties.

Section 12. Ownership and Disclosure of Work Product. City shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, specifications, copies of correspondence, maps, or other pertinent data and information gathered or computed by Contractor ("Work Product") in the performance of and prior to termination of this Agreement by City or upon completion of the work pursuant to this Agreement. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of City, during the term of this Agreement and for a period of one hundred eighty (180) days following expiration of the term of the Agreement.

When this Agreement is terminated, Contractor agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received from City, its contractors or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

Section 13. City's Termination without Cause. At any time, City may terminate the Agreement with or without cause by providing Contractor with five (5) business days' written notice of such termination.

Section 14. City's Termination in the Event of Contractor's Default. If a Contractor should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement or the Contract Documents, the City may give notice to the Contractor and allow Contractor five (5) business days to correct such deficiency. The City, in its sole and absolute discretion, may grant Contractor additional time to cure the deficiency. If the Contractor does not correct such deficiency within the allotted time, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reason for such termination.

(a) Contractor shall deliver copies of all Work Product prepared by it pursuant to this Agreement.

(b) If City terminates this Agreement before City issues a Task Order to Contractor or before Contractor commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Contractor. If City terminates this Agreement after City has issued a Task Order to Contractor and after Contractor has commenced performance under this Agreement,

City shall pay Contractor the reasonable value of the Services rendered by Contractor pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services. Contractor shall furnish to City such financial information, as in the judgment of the City Administrator, is necessary to determine the reasonable value of the Services rendered by Contractor prior to termination.

(c) Except as provided in this Agreement, in no event shall City be liable for costs incurred by or on behalf of Contractor after the date of the notice of termination.

Section 15. Liability for Breach. Neither Party waives the right to recover damages against the other for breach of this Agreement including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services required by this Agreement. In the event of Termination by either Party, copies of all finished or unfinished Work Product shall become the property of City. Notwithstanding the above, in no event shall City or Contractor be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

Section 16. Worker's Compensation Certification. Contractor is aware of the provisions of Labor Code section 3700 requiring every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

Section 17. Performance and Payment Bonds. Contractor shall, before commencing Services pursuant to a Task Order, file a performance bond and a payment bond with the City, each payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California and shall be maintained during the entire Term of the Agreement at the sole and absolute expense of Contractor. Each bond shall be for the amount of one hundred percent (100%) of the total compensation under the Task order. Any alterations made to the Contract Documents or the specifications to the Project shall not operate to release any surety from liability on any bond required herein and surety hereby consents such alterations in any surety on said bonds hereby waives the provisions of California Civil Code sections 2819 and 2845.

Section 18. Insurance Coverage: During the Term, the Contractor shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII and will provide the City with written proof of said insurance.

Contractor shall maintain coverage as follows and will provide the City with a certificate of insurance evidencing said insurance. Contractor shall maintain coverage as follows:

(a) *General Liability*. Contractor shall carry commercial general liability insurance in an amount no less than Two Million Dollars ($2,000,000.00) combined single limit for each occurrence, covering bodily injury and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project, or the general aggregate shall be Four Million Dollars ($4,000,000.00). Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

> "The City of Sonora, its officers and employees are named as additional insured for liability caused in whole or in part by the operations performed by Contractor under this Agreement."
>
> "The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability."
>
> "The insurance provided herein is primary coverage to the City of Sonora with respect to any insurance or self-insurance programs maintained by City."
>
> "This policy shall not be canceled without first giving thirty (30) days prior written notice to the City of Sonora, Attention: City Administrator."

(b) *Worker's Compensation Insurance and Employer's Liability*. Contractor shall carry workers' compensation insurance as required by the State of California under the Labor Code. Said policy shall be endorsed with the following specific language:

> "This policy shall not be canceled without first giving thirty (30) days prior written notice to City of Sonora, Attention: City Administrator."

(c) *Automobile Liability Insurance*. Contractor shall carry Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars ($1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

> "This policy shall not be canceled without first giving thirty (30) days prior written notice to the City of Sonora, Attention: City Administrator."

(d) *Environmental Liability Insurance.* Contractor shall carry environmental liability insurance which includes coverage for sudden and accidental pollution arising out of handling hazardous materials or hazardous wastes, non-hazardous materials or non-hazardous wastes, that, when released to the environment, violate regulatory standards of federal, state, or local government.

(e) *Documentation*. The following documentation shall be submitted to City:

(i) Properly executed Certificates of Insurance clearly evidencing all coverages, limits and endorsements required above ("Certificates"). Said Certificates shall be submitted prior to the execution of this Agreement.

(ii) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement.

(iii) Upon City's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (45) days of City's request.

(iv) Coverages shall contain no special limitations on the scope of protection afforded to the City and shall contain standard separation of insured provisions.

(f) *Policy Obligations*. Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(g) *Material Breach.* If Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. City, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance. These remedies shall be in addition to any other remedies available to City.

Section 19. Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Contractor shall defend, indemnify hold harmless and release City, and City's elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents") from and against any and all actions, claims, loss, cost, damage, injury (including, without limitation, disability, injury or death of an employee of Contractor or its subcontractors), expense and liability of every kind, nature and description to the extent caused in whole or in part by Contractor's negligence or relate to acts or omissions of Contractor, or any direct or indirect subcontractor, employee, contractor, representative

or agent of Contractor, or anyone that Contractor controls (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole or in part by the negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type of express or implied indemnity against City and City's Agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts or other employee benefit acts.

City may withhold from its payments to Contractor such amount as, in the City's opinion, are necessary and sufficient to provide security against the loss, damage, expense, penalty, fine, cost, claim, demand, suit, cause of action, judgment, or liability covered by the foregoing indemnity provision. City's withholding of payments under this provision will in no way relieve Contractor from performing all obligations under this Agreement.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Contractor from its obligations to indemnify the City and City's Agents.

Submission of insurance Certificates or other proof of compliance with the insurance requirements in this Agreement does not relieve Contractor from liability under this indemnification clause. The obligations of this indemnity shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Section 20. Notices. Any notice or communication required hereunder between City and Contractor must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Sonora
94 Washington Street
Sonora, CA, 95370

Attention: City Administrator

With courtesy copy to: White Brenner LLP
1608 T Street
Sacramento, CA 95811
Attention: Douglas L. White, Esq.

If to Contractor: _____
_____
_____
_____

Section 21. Exhibits. All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Agreement, with the same force and effect as if the same were set forth at length herein and the Parties will be and are bound by any and all of said Exhibits:

Exhibit Designation	Exhibit Title
Exhibit A:	Request for Qualifications (RFQ)
Exhibit B:	Contractor's Statement of Qualifications (SOQ)

Section 22. Contract Documents. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Contract Documents is to include all work necessary for the completion of the Agreement. The Contractor shall perform all Services in conformance with the Contract Documents, unless otherwise directed in writing by the City pursuant to section 5(b).

Section 23. General Provisions.

(a) *Modification.* No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

(b) *Waiver.* No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

(c) *Authority*. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with.

(d) *Drafting and Ambiguities*. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

(e) *Governing Law*. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

(f) *Venue*. Venue for all legal proceedings shall be in the Superior Court of California for the County of Tuolumne.

(g) *Severability*. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

(h) *Counterparts*. This Agreement may be executed simultaneously and, in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(i) *Audit*. City shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to City under this Agreement.

(j) *Entire Agreement*. This Agreement, together with its specific references, attachments and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, understanding and agreements with respect hereto, whether oral or written.

(k) *Supersedes Prior Agreement*. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations whether, written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

(l) *Mandatory and Permissive*. "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

(m) *Headings*. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

(n) *Attorney's Fees and Costs*. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

(o) *Necessary Acts and Further Assurances*. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

(p) *Time is of the Essence*. Time is of the essence in this Agreement for each covenant and term of a condition herein.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, this Agreement has been entered into by and between City and Contractor as of the Effective Date.

CITY:

City of Sonora, a California municipal corporation

By:_____
Christopher Gorksy, City Administrator

Date: _____

Approved as to Form:

By:_____
Douglas L. White, City Attorney

CONTRACTOR:

_____, a_____

By:_____
_____, _____

Date: _____

EXHIBIT A: REQUEST FOR QUALIFICATIONS (RFQ)

EXHIBIT B: CONTRACTOR'S STATEMENT OF QUALIFICATIONS (SOQ)