CONTRACT & SPECIFICATIONS

FOR

City of Sonora

FY 25/26 PARKING LOTS IMPROVEMENT PROJECT

AUGUST 6, 2026

PUBLIC WORKS DEPARTMENT

94 N. Washington St.
Sonora, CA 95370

PREPARED BY

CARLYE BUCHHOLZ, P.E., P.L.S

REGISTERED PROFESSIONAL ENGINEER
CARLYE BUCHHOLZ
NO. 96[illegible]
EXP. 03/31/27
CIVIL
STATE OF CALIFORNIA

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

CITY OF SONORA FY 25/26 PARKING LOTS IMPROVEMENT PROJECT

SPECIFICATIONS

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SECTION I

NOTICE TO BIDDERS

Sealed bids for the work shown on the plans entitled:

CITY OF SONORA FY 25/26 PARKING LOTS IMPROVEMENT PROJECT

AT STEWART & LYONS STREET AND STEWART & CHURCH STREET

Bids will be received at the public works information counter, 94 Washington Street, Sonora, California, 95370, until **1:00 PM on AUGUST 28, 2026** at which time they will be publicly opened and read at said address. The City of Sonora reserves the right to reject any or all bids and to waive any irregularities in bids.

Bid forms for this work are included in the project specifications.

General Work Description:
The work includes the reconstruction of two parking lots located on Stewart Street adjacent to Lyons and Church Street. This includes performing site demolition of an existing structure, wall, and roadway and parking lot surfaces, grading, roadway rehabilitation, construction of ADA parking stalls, ADA curb ramps, sidewalk, curb and gutter, barrier curbs, river rock, areas left as exposed earth, furnishing and installing new handrail, new crosswalks, furnishing and installing new signage pavement markings, and striping, and furnishing and installing other appurtenances needed for the completed project as shown on the plans.

The selected contractor and all subcontractors working on this project will be required to obtain City business licenses prior to commencing work on the project. For information on business licenses, contact Nicole McCutchen or Stacy Enos-DelRazo at (209) 532-4541.

The selected contractor will be required to obtain a building permit with the City Community Development Department. The permit fee will be waived.

Project Location: In two locations along Stewart Street adjacent to Lyons and Church Street , Sonora CA 95370

The estimated cost of this project is $1.14 M

Complete the work within 40 Working Days.

The DBE Contract goal is 0 percent.

For the Federal training program, the number of trainees or apprentices is 0.

Bids are required for the entire work described herein.

A non-mandatory pre-bid site tour will be held on August 17, 2026, at 11:00 AM at the Stewart and Lyons Street parking lot, Sonora CA 95370.

The Contractor must possess a valid California Class A contractor's license, or a combination of the following classes: C-8 Concrete Contractor, C-12 Earthwork and Paving Contractor, D-42 Sign Installation Contractor, D-63 Construction Cleanup Contractor, and all other classes required by the categories and types of work included

in this contract at the time of the bid award. All licenses must remain in effect throughout the term of this contract.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions submitted after bid opening will not be treated as a bid protest.

The plans and specifications can be downloaded for free from the City of Sonora's web site at: https://sonoraca.com under "Public Notices.

Caltrans Standard Specifications and Standard Plans are available on the web site:
2025 Standard Plans, Standard Specifications, and Contract Item Codes | Caltrans

You are responsible to obtain all issued addenda prior to bid opening.

All questions concerning this project must be provided in writing and must be received by the City, in the manner described below, on or before the bid opening date. The City makes no assurances that questions received within five (5) days of the bid opening date will be answered prior to bid opening. Written questions must be emailed to

Email: To the attention of Carlye Buchholz at cbuchholz@reyengineers.com

The City reserves the right to reject a responsive bid based on the non-responsibility of the bidder if the City Engineer or Designee finds, after providing notice and a hearing to the bidder, that the bidder lacks the
1. knowledge
2. experience,
3. or is otherwise not responsible to complete the project in the best interest of the City

Rejected bidders may appeal this determination. Appeal must comply with the requirements in this Notice to Bidders.

It is the City's intent to award the contract to the lowest responsive bid submitted by a responsible bidder. The lowest responsive bid will be determined on the total amount of the base bid. If in the bidder's opinion the contract has been or may be improperly awarded, the bidder may protest the contract award.

Protests must be filed no later than five working days after either:
1. bid opening date
2. notification of rejected bid.

Protest must be in writing and received by the City of Sonora via e-mail to:
City of Sonora, Attention of Carlye Buchholz at cbuchholz@reyengineers.com
or in writing to:

City of Sonora
Attention Carlye Buchholz
94 Washington Street, Sonora California, 95370

Valid protests must contain the following information:
1. the reasons for the protest
2. any supporting documentation
3. the ruling expected by the City to remedy the protest.

Any protest not containing all required information will be deemed invalid and rejected.

The City will consider additional documentation or other supporting information regarding the protest if submitted in compliance to the specified time limits. Anything submitted after the specified time limit will be rejected and not be considered.

The City Engineer or Designee may request additional information to be submitted within three days of the request, unless otherwise specified, and will notify the protester of ruling within ten days of determination.

In the event that protester is not satisfied with ruling, the protester may appeal the ruling to the City Council.

Pursuant to the Public Records Act (Government Code, § 6250, et seq.), the City will make public records available upon request.

The successful bidder must furnish a payment bond and a performance bond.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the city and county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, and available from the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov/DLSR/PWD. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the bid documents. Copies of these bid documents may be examined at the offices described above where project plans, specifications, and bid forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to plan holders. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the bid documents. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors must pay not less than the higher wage rate. The City will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors must pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

SECTION II

PROPOSAL TO THE CITY OF SONORA DEPARTMENT OF PUBLIC WORKS

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____
(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: **AREA CODE ( )** _____

FAX NO: **AREA CODE ( )** _____

CONTRACTOR LICENSE NO. _____

The work for which this proposal is submitted is for construction in conformance with the specifications (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with Current California Department of Transportation Standard Plans, Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The specifications for the work to be done are dated August 6, 2026 and are entitled:

CONTRACT AND SPECIFICATIONS FOR CITY OF SONORA
FY 25/26 PARKING LOTS IMPROVEMENT PROJECT

The project plans for the work to be done were approved August 6, 2026 and are entitled:

CITY OF SONORA FY 25/26 PARKING LOTS IMPROVEMENT PROJECT

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all base bid items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount of the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the CITY OF SONORA's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *CITY OF SONORA*, and that discretion will be exercised in the manner deemed by the *CITY OF SONORA* to best protect the public interest in the prompt and economical completion of the work. The decision of the *CITY OF SONORA* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the *CITY OF SONORA* within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *CITY OF SONORA* that the contract has been awarded, the *CITY OF SONORA* may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the *CITY OF SONORA.*

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the CITY OF SONORA in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

BASE BID SCHEDULE

BID ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	MOBILIZATION/DEMOBILIZATION	LS	1		
2	TRAFFIC CONTROL SYSTEM	LS	1		
3	CONSTRUCTION STAKING	LS	1		
4	WATER POLLUTION CONTROL PLAN	LS	1		
5	REMOVE WALL - PARTIAL	SF	340		
6	REMOVE STRUCTURE	LS	1		
7	REMOVE HANDRAIL	LF	179		
8	REMOVE CONCRETE	SF	892		
9	RIVER ROCK	SF	1,200		
10	PLANTER BOX	LS	1		
11	LOCAL BORROW	SF	1,213		
12	1" IRRIGATION PVC	LF	32		
13	CLASS 2 AB	CY	652		
14	REMOVE BASE & SURFACING	CY	1,056		
15	HMA	TON	495		
16	2.0" COLD PLANE (CONFROM EDGE)	SF	816		
17	MINOR CONCRETE (CURB & GUTTER) - A2-6	LF	269		
18	MINOR CONCRETE (CURB)	LF	597		
19	MINOR CONCRETE (CURB) - A3-6	LF	84		
20	MINOR CONCRETE (DRIVEWAY)	SF	626		
21	MINOR CONCRETE (SIDEWALK)	SF	2,121		
22	MINOR CONCRETE (STAIRS)	LS	1		
23	MINOR CONCRETE (SEAT WALL)	LF	25		
24	PEDESTRIAN RAILING	LF	88		
25	HANDRAIL	LF	59		
26	RELOCATE ROADSIDE SIGN	EA	4		
27	INSTALL ROADSIDE SIGN	EA	4		
28	REMOVE PAVEMENT MARKING	SF	105		
29	REMOVE TRAFFIC STRIPE	LF	82		

BASE BID SCHEDULE - CONTINUED

BID ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
30	PAVEMENT MARKING - THERMOPLASTIC	SF	447		
31	TRAFFIC STRIPE - THERMOPLASTIC	LF	292		
32	PAVEMENT MARKING - PAINT	SF	77		
33	TRAFFIC STRIPE - PAINT	LF	1,497		
34	DETECTABLE WARNING SURFACE	EA	10		
35	ADJUST UTILITY TO GRADE (MANHOLE)	EA	4		
36	ADJUST UTILITY TO GRADE (UTILITY BOX)	EA	11		
37	ADJUST FIRE HYDRANT TO GRADE	EA	1		
38	ADJUST DRAINAGE INLET	EA	2		
39	WHEEL STOP	EA	32		
				TOTAL BASE BID :	

BID ALTERNATIVE 1 SCHEDULE

BID ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	SOLAR LIGHT	EA	4		
				TOTAL BID ALTERNATIVE 1 :	

BIDDER ACKNOWLEDGEMENTS

By signing below, the bidder acknowledges and confirms that this bid is based on the information contained in all contract documents, including the notice to bidders, plans, specifications, and addendum number(s)_____. **(Note: You are responsible to verify the number of addenda prior to the bid opening.)**

The award of the contract, if it is awarded, will be awarded to the lowest, responsive, responsible bidder whose bid complies with all the requirements prescribed. The lowest bid will be determined based upon only the Base Bid. Award for the Bid Alternative 1 elements is at the City's sole discretion, and determination of whether to proceed with the items contained in Bid Alternative 1 is dependent upon completion and evaluation of proceeding bid items.

THE UNDERSIGNED FURTHER AGREES THAT IN CASE OF DEFAULT IN EXECUTING THE REQUIRED CONTRACT, WITH NECESSARY BONDS, WITHIN EIGHT DAYS, (NOT INCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS), AFTER HAVING RECEIVED A MAILED NOTICE THAT THE CONTRACT IS READY FOR SIGNATURE, THE PROCEEDS OF THE CHECK OR BOND ACCOMPANYING HIS BID WILL BECOME THE PROPERTY OF THE CITY OF SONORA.

Licensed in accordance with an act providing for the registration of contractors, License No._____, Expiration
Date _____.

The above statement is made under penalty of perjury, and any bid not containing this information "will be considered non-responsive and will be rejected" by the City of Sonora.

Signature of Bidder _____

_____
(Print Name and Title of Bidder)

Business Name (DBA): _____

Owner/Legal Name: _____

Indicate One: ☐Sole-proprietor ☐ Partnership ☐Corporation

List Partners/Corporate Officers: _____

Name Title

_____

Name Title

_____

Name Title

Business Address _____

Street Address _____

Mailing Address _____

City, State, Zip Code _____

Phone Number _____

Fax Number _____

Email Address _____

Date _____

The Bidder shall list the name and address, Contractor license number, and description of portion of work subcontracted of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions of the Standard Specifications and of the specfications.

LIST OF SUBCONTRACTORS

Business Name and Location	California Contractor License Number	Description of Portion of Work	Bid Items Numbers	Percentage of Bid Item Subcontracted

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder_____, proposed subcontractor _____, hereby certifies that he has ___ , has not ____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___ , has not ___ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

_____

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF SONORA
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

_____

CITY OF SONORA
DEPARTMENT OF PUBLIC WORKS

BID GUARANTEE

Each bid shall be accompanied by: (a) cash; (b) a certified or cashier's check made payable to the City of Sonora; or (c) a Bid Bond secured from a surety company satisfactory to the City, the amount of which shall not be less than ten percent (10%) of the Total Bid Price, made payable to the City of Sonora as bid security. All Bid Bonds must be made in a form substantially in conformance with the form provided below. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The bid security shall be provided as a guarantee that within ten (10) working days after the City provides the successful bidder the Notice of Award, the successful bidder will enter into a Contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful bidder fails to comply within said time, and the City may enter into a Contract with the next lowest responsive responsible bidder or may call for new bids. No interest shall be paid on funds deposited with the City. All bid guarantees will be held until the Contract has been finally executed, after which all bid guarantees, other than any bid guarantees which have been forfeited, will be returned to the respective bidders whose bids they accompanied, but in no event shall non-forfeited bid guarantees be held by the City beyond 60 days from the date that City awards the Contract.

CITY OF SONORA
DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____
_____
(Copy here the exact description of work, including location as it appears on the proposal)
_____

for which bids are to be opened at _____ on _____
(Insert place where bids will be opened) *(Insert date of bid opening)*

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

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

Dated: _____, 20____ .

_____

_____

_____
Principal

_____
Surety

By _____
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City of Sonora _____ SS

On this _____ day of _____ in the year 20 _ before me

_____ , personally appeared _____,
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____ , and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL) _____
Notary Public

SECTION III

GENERAL CONDITIONS

1. **DEFINITIONS**

   a) City – Shall mean the City of Sonora as "Owner" of the project and property, also as "Awarding Authority" and "Conducting Agency."

   b) Council – Shall mean the City Council of the City of Sonora which shall have full administrative and financial control of the subject project.

   c) Project Administrator shall mean the City Administrator

   d) Architect – shall mean an authorized representative of the firm of N/A who shall act on behalf of the City within the scope of particular duties described in these general conditions and specifications.

   e) Engineer – Shall mean the City Engineer or an authorized representative of the firm of Dewberry Engineers Inc. who shall act on behalf of the City Council within the scope of the particular duties described in these general conditions and specifications.

   f) Bidder – An individual, firm or corporation submitting a proposal for the work contemplated.

   g) Contractor – Shall be the person or persons, partnership or corporation holding a valid contractor's license to whom a contract for the work described and specified has been awarded by the Council.

   h) Proposal – From the officer of the Bidder to do the work described in the Plans and Specifications made out and submitted on the prescribed proposal form, properly signed and guaranteed.

   i) Plans – The plans entitled City of Sonora FY 25/26 Parking Lots Improvement , Dated August 6, 2026 Sheets 1 through 14, as approved by the City Engineer.

   j) Specifications – The directions, provisions and requirements contained in these Specifications, the State of California, Department of Transportation (Caltrans) 2025 Standard Specifications, Notice to Bidders, Proposal, General Conditions, Special Provisions, and Contract Documents for the work to be contemplated. Addendums issued by the City prior to bid date shall become a part of the Specifications.

   k) Contractor – Where not specifically capitalized, shall mean "the Contractor or any subcontractor to the Contractor."

2. **SCOPE OF WORK.** The work covered by these specifications includes:
   a) Performing site demolition and grading work
   b) Roadway Rehabilitation – HMA and Class 2 AB
   c) Concrete ramps, sidewalk, stairs, curbs, and gutter
   d) Thermoplastic Striping and Pavement Markings
   e) Safety Handrailing and Handrails
   f) Furnishing and installing signage
   g) River Rock
   h) Furnishing and installing other appurtenances needed for the completed project

3. **LOCATION.** The location of this project is located along Stewart Street in two locations adjacent to Lyons and Church Street, Sonora CA 95370

4. **PURPOSE.** The purpose of the proposed project is to reconstruct existing parking lots and pedestrian access.

5. **PROPOSALS:**
    a) Proposals shall be sealed with the required forms and filed with the City Clerk in accordance with Notice to Bidders and shall be written on the forms provided in these specifications.

    b) Before submitting any proposal, it shall be the responsibility of the Contractor to become familiar with all laws, ordinances, regulations, conditions at the site relative to soil, grade, access, the safety precautions required and all other conditions necessary to making an intelligent bid. No increase in cost or extension in time will be considered for failure to know the site conditions and work required.

    c) Any exception taken to these specifications shall be specifically and clearly identified.

    d) Proposals may be rejected if they show any alterations to the form, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind. No proposal will be accepted from any person or corporation not licensed in accordance with the laws of the State of California. The City reserves the right to reject any or all proposals, or to waive any informalities or irregularities in the bidding.

    e) Proposals will be publicly opened and declared at the time and place indicated in the "Notice to Contractors." Bidders or their authorized agents are invited to be present.

6. **AWARD OF CONTRACT.** The Contract, if it be awarded, shall be awarded within 30 days of the opening of bids.

7. **CONTRACT BONDS.**

    a) The Contractor shall furnish three (3) good and sufficient bonds. These bonds shall be in the amount and for the purpose specified as follows. They shall be surety bonds, issued by corporations duly and legally licensed to transact business in the State of California. They shall be issued at the Contractor's expense during the life of the contract.

        (1) Bid bond or certified check for ten percent (10%) of the amount of the bid, made payable to the City of Sonora. This bond or check must accompany the sealed proposal.

        (2) Performance bond shall be in the amount of one hundred percent (100%) of the contract price and shall be in accordance with the laws of the State of California to guarantee faithful performance of the contract.

        (3) Payment bond shall be in the amount of one hundred percent (100%) of the contract price and shall be in accordance with the laws of the State of California to secure payment of all claims for labor and material used or consumed in the performance of this contract.

    b) If the bonds are signed by an "Attorney-in-Fact" on behalf of the bonding company, there must be attached to the bond a "Power of Attorney" form evidencing and certifying to the authority of such "Attorney-in-Fact" to so sign.

    c) Performance and payment bonds shall be dated as of the same date of the contract and shall be furnished by the contractor at the time the contract is executed.

8. **WORKERS COMPENSATION INSURANCE**

a) The Contractor shall, in accordance with Section 1861 of the Labor Code of the State of California, sign and file with the City the following certification prior to performing the work of the contract: “I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.” Before beginning the work, the Contractor shall furnish to the City satisfactory proof that coverage has been obtained, for the period covered by the work under this contract, full compensation insurance for all persons who may be employed directly or through subcontractors, in carrying out the work contemplated under this contract, in accordance with the “Worker’s Compensation & Insurance Act,” Division IV of the Labor Code of the State of California and any acts amendatory thereof. Such insurance shall be maintained in full force and effect, during the period covered by this Contract.

b) If the Contractor or subcontractor fail to maintain such insurance, the City may take out compensation insurance which the City might be liable to pay under the provisions of the Act by reason of any employee of the Contractor or subcontractor being injured or killed and deduct and retain the amount of the premium for such insurance from any sums due to the Contractor.

c) If any injury occurs to any employee of the Contractor for which the employee, or his/her dependents in the event of his/her death, is entitled to compensation from the City under the provisions of said Act, or for which compensation is claimed from the City, the City may retain from the sums due the Contractor under this Contract an amount sufficient to cover such compensation, as fixed by said Act, until such compensation is paid, or until it is determined that no compensation is due, and if the City is compelled to pay such compensation, it will deduct and retain from such sums the amount so paid.

9. **INSURANCE REQUIREMENTS FOR CONTRACTORS.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor’s bid.

a) Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01 11 88).

(2) Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, code 1 (any auto).

(3) Worker’s Compensation insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

b) Minimum Limits of Insurance. Contractor shall maintain limits no less than as indicated below:

(1) General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

(3) Employers Liability: $1,000,000 per accident for bodily injury and disease.

c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees; or the Contract shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d) Other Insurance Provisions. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:

(1) The City, its officers, officials, employees and volunteers are to be covered as insureds as respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate policy.

(2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance for the City, its officers, officials, employes and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

(3) All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies, when specified in the Special Provisions, shall contain the following provisions:

(a) The City shall be named as loss payee.

(b) The insurer shall waive all right of subrogation against the City.

e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

f) Verification of Coverage. The Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the forms provided by the City or on other forms not provided by the City, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

g) Subcontractors. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

10. **EXECUTION OF CONTRACT.**

a) The contract shall be signed by the successful bidder and returned, together with the required bonds, and certificates of insurance as provided in the specifications, within ten (10) calendar days after the Contractor has received written notice of the award. No proposal shall be binding upon the City until the execution of the contract.

b) Failure to execute a contract and file an acceptable insurance certificate as provided within the stipulated period shall be just cause for an annulment of the award and forfeiture of the proposal guarantee.

11. **COMMENCEMENT & COMPLETION OF WORK.**

a) Upon execution of the contract, the Engineer will be authorized to issue a "Notice to Proceed." Within fifteen (15) calendar days of receipt of written "Notice to Proceed," the Contractor shall commence work on the project.

b) Completion and acceptance of all work shall be done within 60 calendar days of the date of commencement specified in the "Notice to Proceed."

c) A working day, where specified, is defined as any day except Saturdays, Sundays, legal holidays, and days when a suspension is specifically authorized. No "working days" will be counted when in the opinion of the Engineer, site or weather conditions prevent the Contractor from proceeding with a controlling critical operation.

12. **PROGESS SCHEDULE.**

a) Within ten (10) calendar days after receipt of the "Notice to Proceed," the Contractor shall provide the Engineer with a breakdown and schedule of work to be completed for his/her approval. The breakdown of the work shall show the major items of work and the estimated worth of each item. The breakdown and schedule, if approved, shall be used by the Engineer to check progress and payments to the Contractor.

13. **SUBLETTING AND SUBCONTRACTING.**

a) The general contractor is required to abide by and fulfill requirements listed in the Public Contract Code, Section 4100, et seq, known as the "Subletting and Subcontracting Fair Practices Act."

b) The Contractor shall provide the name, contractor license number, and location of the place of business of all subcontractors.

c) Any additions or changes in subcontractors shall conform to requirements set forth in Public Contract Code Section 4100, et seq. Any change must be in writing and approved in advance by the Engineer.

d) The Contractor shall submit copies of all subcontracts to the City within seven days of contract execution. Subcontracts shall incorporate these contract documents as specified in the Contract between the City and Contractor.

e) All subcontractors who are owner operators with no employees on this job must be carried on the prime contractor's payroll.

14. **PREVAILING WAGE RATES.** As required by state or federal law, the prevailing wage rate must be paid to all individuals working on this project. Copies of the prevailing wage rate of per diem wages are included in Attachment A to these specifications; copies shall also be posted at the job site. When there is a difference between the State and Federal rate, the Contractor must pay the higher rate. The Contractor shall, as penalty to the City, forfeit not more than fifty dollars ($50.00) for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for any public work done under applicable provisions of the Labor Code. The amount of forfeiture shall be determined by the Labor Commissioner under provisions of the Labor Code. The amount of the forfeiture shall be determined by the Labor Commissioner under provisions of Section 1775 of the Labor Code.

15. **FAIR EMPLOYMENT PRACTICES.** In connection with the performance of work under this Contract, the Contractor agrees as follows:

    a) The Contractor will not willfully discriminate against any employee or applicant for employment because of race, sex, color, religion, ancestry or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex, religion, ancestry or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, include apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practices section.

    b) The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or workers' representative of this Contractor's commitments under this section, and shall post copies of the notice in conspicuous a place available to employees and applicants for employment.

    c) The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority, the Fair Employment Practices section of this Contract.

    d) A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be "not a responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any, and for refusing to establish, re-establish or renew a pre-qualification rating for the Contractor.

       The awarding authority shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it had investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under applicable provisions of the Government Code (12900 et seq.)

       Upon receipt of such written notice from the Fair Employment Practices Commission, the awarding authority shall notify the Contractor that unless he/she demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his/her pre-qualification rating will be revoked at the expiration of such period.

e) The Contractor agrees, that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to the Labor Code Section 1735 and 1775, the Contractor shall as penalty to the awarding authority, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor from the City of Sonora.

f) Fair Employment Practices Section Disclaimers:

(1) Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the awarding authority of the City of Sonora from pursuing any other remedies that may be available at law.

(2) Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to require or permit the hiring of an employee not permitted by the National Labor Relations Act.

g) Prior to award of the contract, the Contractor shall certify to the awarding authority that it has or will meet the following standards for affirmative compliance, which shall be evaluated in each base by the awarding authority:

(1) The Contractor shall provide evidence, as required by the awarding authority, that it has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

(2) The Contractor shall provide evidence, as required by the awarding authority, that it has notified all sources of employee referrals (including Unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause and their responsibilities under it.

(3) Personally, or through it representative the Contractor shall, through negotiations with the unions with whom it has agreements, attempt to develop an agreement which will:

(a) Spell out responsibilities for non-discrimination in hiring, referral, upgrading and training.

(b) Otherwise implement an affirmative anti-discrimination program in terms of the Unions specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.

(4) The Contractor shall notify the contracting agency of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualifications.

h) The Contractor will include the provisions of the foregoing paragraphs “a” through “g” in every first-tier subcontract, so that such provisions will be binding upon each subcontractor.

i) The Contractor, in executing the proposal, thereby certifies that it has or will meet the standards for affirmative compliance with the Fair Employment Practice requirements contained herein.

j) The Contractor further agrees to abide by all State and Federal Equal Opportunity requirements included in Attachment B to these specifications.

16. **AUTHORITY OF THE ENGINEER, INSPECTION & ACCEPTANCE.**

a) The Engineer shall decide any and all questions which may arise as to the quality of acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which arise as to the interpretation of plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the contractor; and all questions as to claims and compensation. The Engineer's decisions shall be final and he/she shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

b) The Engineer or person(s) designated by him/her, shall at all times have access to the work and shall be furnished with every reasonable facility for ascertaining that the materials used and employed and the workmanship are in accordance with the requirements and intentions of these specifications. All work done and all materials furnished shall be subject to inspection and approval. Finished work in all cases shall conform with the lines, grades and dimensions shown on the approved plans. Deviations from the approved plans, as may be required by the exigencies of construction, will be determined in all cases by the Engineer and authorized in writing.

c) All work which is defective in its construction, installations, or deficient in any requirement of these specifications, shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction. The inspection of the work shall not relieve the Contractor of any obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have previously been overlooked by the Engineer and accepted or estimated for payment.

d) Whenever the work provided by the contract shall have been satisfactorily completed, the Engineer or person(s) designated by him/her will make the final inspection. If the work and materials furnished are found to be in substantial compliance with these specifications, the Engineer will accept the work as substantially complete and will recommend acceptance of the completed work to the Project Administrator and/or City Council, noticing said acceptance to the Contractor. The Engineer's acceptance shall determine the date of completion for contract time purposes and may include a punch list of items to be completed with a specified time of completion and may include adjustments to the contract amount for deleted or additional work. After acceptance of the completed work by the City Council or Project Administrator, as authorized, a Notice of Completion will be filed with the County Recorder's Office.

e) Building construction shall be subject to the inspection of the City of Sonora Building Department with regard to items of work specified to be performed by applicable code. On large building projects, a special inspector may be designated. Where a special inspector is designated, he/she shall be authorized to inspect for both compliance with code, and with project plans and specifications.

17. **LAYOUT OF WORK.**

a) The Contractor shall be responsible for the layout of the project improvements per the details shown on the project plans.
b) Layout stakes shall be set by the Contractor prior to any construction activities.
c) The Engineer or person(s) designated by him/her will check and approve the stakes prior to allowing construction activities to commence.
d) Where necessary by the character of work, the major cuts and/or fills of the site will be staked as indicated in the Special Provisions.

18. **TESTING.** Whenever in the Special Provisions testing, other than soils testing, is required, the Contractor shall obtain the services of a qualified testing lab as approved by the Engineer to prepare samples and perform the required tests. All special testing, other than soils testing, shall be at the expense of the Contractor and a certified copy of all test results shall be forwarded to the Engineer.

19. **SUBMITTALS AND SUBSTITUTIONS.**

    a) Wherever in the Special Provisions submittals are required, the Contractor shall forward the required submittal to the Engineer in sufficient time prior to incorporation of the submittal on the project to allow possible rejection of changes of the submittal and resubmission. The Engineer shall be allowed fourteen (14) calendar days for the review of any submittal unless otherwise indicated in the Special Provisions.

    b) It is intended that wherever in the plans and specifications a brand or trade name is used, "or equal" shall be applied. "Or equal" shall mean of equal quality, character, type, materials and suitability for the use intended. Submittals in the form of manufacturer's brochures for the equipment to be substituted shall be forwarded to the Engineer within thirty (30) calendar days after the "Notice to Proceed" and prior to the equipment arriving on the jobsite, so that a determination can be made as to the suitability of the item offered "as equal." The decision of the Engineer regarding the substitution shall be final.

    c) Substitution of different types and/or sizes of equipment will be considered and shall be submitted in the form of a request for a contract change order. The request shall be forwarded to the Engineer a minimum of sixty (60) calendar days prior to the need of the substituted item and in sufficient time so that a possible acceptance or rejection of the change order will not cause a delay in the schedule of the project and shall include: complete manufacturer's information regarding the change and the amount of adjustment of the contract price. The request for change order shall be considered by the Engineer and if approved by him shall be authorized as provided in Paragraph 29 of these General Conditions.

20. **USE OF PUBLIC PROPERTY AND RIGHT-OF-WAY.**

    a) The Contractor shall not obstruct, or store materials and/or equipment on any public right-of-way without an encroachment permit issued by the authority having jurisdiction of such public right-of-way. Where an encroachment permit is issued, it may be subject to additional requirements such as traffic signs, barricading, fencing, flagmen, repair of damage, permit fees, etc. Such additional requirements shall be considered as requirements of the project and not subject to additional payment by the City. Where the authority having jurisdiction is the City of Sonora, no permit fee will be charged.

    b) The project lies all within the City of Sonora owned property. The Contractor shall coordinate with the Community Development department to limit interruptions to the public use of adjacent walkways outside of the project work limits. The contractor shall contact Tyler Summersett, Community Development Director, at (209) 532-3508 x 201 within five (5) calendar days after the "Notice to Proceed" to commence coordination activities.

21. **USE OF PRIVATE PROPERTY.**

    a) The Contractor shall not use private property in the performance of this project without permission of the property owner(s) involved. Any agreement for use of private property, for storage or disposal of materials thereon, shall be between the Contractor and the property owner and the property owner shall be covered by the Contractor's insurance. The City, Project Administrator and the Engineer shall not be made a party to any agreement between Contractor and private property owner, nor shall they be liable for any claims arising from the Contractor's use of the property.

22. **GUARANTEES, OPERATIONS AND MAINTENANCE MANUAL, AS-BUILT PLANS AND START-UP**

a) The Contractor shall be held responsible for and must make good any defects through faulty, inferior workmanship or materials arising or discovered in any part of the work within one (1) year after completion and acceptance of the same. The bond for faithful performance, furnished by the Contractor, shall cover such defects and protect the City against them.

b) Prior to the completion of the project, the Contractor shall combine in a suitable-size loose-leaf binder the following information:

(1) The names, addresses and telephone number of all subcontractors, equipment suppliers and manufacturers whose services or equipment were used on this project.

(2) A list of all the equipment installed on the project with serial numbers and names of manufacturers, supplier and subcontractors.

(3) A list of all equipment guarantees and/or guarantee cards filled out to the City's name and date of installation.

(4) All operation and maintenance manuals for equipment installed.

(5) Any special instructions on equipment operation or maintenance, maintenance tools or equipment needed, and particular hazards to the equipment or installation.

(6) As-Built drawings of the parking lots including the drawings of all work constructed as part of this contract.

c) The Engineer will supply the contractor with one set of contract plans on which the Contractor shall mark any changes which have occurred during construction.

23. **LAWS TO BE OBSERVED.**

a) The Contractor shall keep itself informed of all existing and future State and Federal laws and County/City ordinances and existing and future State and Federal laws and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with, and shall cause all of its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the City and all of its officers and employees and agents and servants against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order of decree, whether by the Contractor or its employees. If any discrepancy or inconsistency is discovered in the plans, drawing specifications, special provisions or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Engineer in writing.

b) The Contractor shall forfeit, as penalty to the City, twenty-five ($25.00) dollars, or the amount permitted by law, for each laborer, worker or mechanic employed in the execution of the work hereinbefore mentioned, for each calendar day during which said laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the applicable provisions of Labor Code.

c) In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the regulations of the California Apprenticeship Council, properly indentured, apprentices, identifications, wages, hours of employment, and standards of working conditions shall be obtained from the Director of the Department of Industrial Relations, who is the Administrative Officer of the California Apprenticeship Council.

d) The Contractor shall abide by all State and Federal labor standards, equal opportunity & Section 3 requirements contained in Attachment A to these specifications.

24. **CONRACTOR'S RESPONSIBILOTY FOR WORK.**
    a) Until the acceptance of the contract work, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any cause, whether arising from the execution or from the non-execution of the work, or from any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance and shall bear the expense thereof.

    b) In case of suspension of work from any cause whatever, the Contractor shall be responsible for the work as above specified and he/she shall also be responsible for all materials delivered to the work including materials for which it has received partial payment, or materials which have been furnished by the City, and if ordered by the Engineer, the Contractor shall at its own expense, properly store materials which have been partially paid for by the City or which have been furnished by the City. Such storage by the Contractor shall be on behalf of the City, and the City shall at all times be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site of the work when requested. The Contractor shall not dispose of any of the materials so stored except on written authorization from the Engineer. Where necessary to protect the work from damage, the Contractor shall, at its own expense, provide suitable drainage of the roadway and erect such temporary structures as are necessary to protect the work from damage during any period of a suspension of work.

25. **COOPERATION BETWEEN CONTRACTORS.** Where two (2) or more contractors are employed on related or adjacent work, each shall conduct its operation in such a manner as not to cause any unnecessary delay or hindrance to the other. Each Contractor shall be responsible to the other for all damage to work, to person or property or for loss caused by failure to finish the work within the time specified for completion. The Contractor shall conduct, adjust, correct and coordinate its work with the work of others so no discrepancies shall result in the whole work and shall indemnify and hold the City harmless against any claims arising therefrom.

26. **PERMITS, LICENSES AND FEES.** The Contractor shall give all notices, and shall secure and pay for all permits, licenses and certificates that may be required to commence, carry on and complete the work. The Contractor and all subcontractors working on the project will be required to obtain City business licenses prior to commencing work on the project. (For information on business licenses, contact Nicole McCutchen or Stacy Enos-DelRazo at (209) 532-4541.

    A building permit with the City Community Development Department will be required to work on City of Sonora property. The permit fee will be waived.

27. **SAFETY AND CLEANUP.**

a) Whenever the Contractor's operations create a condition hazardous to traffic or to the public or when directed by the Engineer, the Contractor shall furnish at its own expense and without cost to the City, such flaggers and guards as are necessary to give adequate warning to the public of any dangerous conditions to be encountered and it shall furnish, erect and maintain such fences, barricades, lights, signs and other devices as are necessary to prevent accident and avoid damage or injury to the public.

b) The Contractor shall exercise good safety practices in the performance of this Contract and shall observe all Federal, State and City safety regulations.

c) Good housekeeping shall be maintained at all times and upon completion of the work, the Contractor shall leave the area in a clean, neat workmanlike condition.

28. **LIABILITY**

a) The Contractor will assume all responsibility throughout the Contract for its equipment, employees and materials during the time they are on the City property or private property. The Contractor shall be obligated to pay by reason of the liability imposed upon it by law, or assumed under the contract, for damages because of injury to or destruction of any or all property, including the loss or use thereof, caused by accidence and arising out of all operations of the Contractor while engaged in the work.

b) Neither the City Council, Project Administrator, Engineer, nor any other officer, authorized agent or assistant shall be personally responsible for any liability arising under the Contract.

29. **CHANGES IN THE WORK.**

a) The City reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work, to temporarily suspend work, to extend contract time, or to omit any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable, and to require the proper completion of construction of the whole work contemplated.

Where the work on a critical schedule controlling operation is suspended by the Engineer for reasons beyond the control of the Contractor or not the fault of the Contractor, the Contractor may request that contract time be extended for the days of suspension, said request being filed with the Engineer within ten (10) calendar days of the commencement of the suspension.

If the suspension of work is for an unreasonable period of time i.e., not originally anticipated, customary or inherent to the construction industry, and the Contractor believes that said suspension or delay has resulted in additional onsite costs, the Contractor shall submit a request for contract amount adjustment in writing to the Engineer within ten (10) calendar days of receipt of notice to resume work. Said request shall set forth the reasons and support for the adjustment, including detail of the requested additional costs (excluding profit).

Upon receipt of a request for contract amount adjustment, the Engineer shall evaluate the request and notify the Contractor of his/her determination. The Engineer may process the request as a time and cost change order, negotiate the change order amount with the Contractor, defer consideration of the request until after acceptance, or reject the request in whole or in part.

b) The Engineer has authorization to make any minor changes in the work not involving extra cost and not inconsistent with the purposes of the project. The Project Administrator, upon advice from the Engineer, may authorize changes, alterations and extra work not exceeding a total of 5% of the original contract amount or $10,000 whichever is less. All other changes, alterations and extra work shall be only as authorized by the City Council.

c) Any such changes will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by the City Council, except for change orders authorized by the Project Administrator. Any extra work done without written authority shall be considered unauthorized and will not be paid for.

d) The basis for compensation for change order work shall be as follows:

    (1) Agreed Price – The Engineer shall solicit a written quotation from the Contractor for the total amount of the change. The quotation, if considered reasonable by the Project Administrator, may be authorized by him/her if less than the amount stated above, or may be forwarded for authorization by the City Council.

    (2) Force Account – When a reasonable quotation for change order work cannot be attained, in the opinion of the Engineer, the Contractor may be directed to proceed with the change in work on a force account basis. Force account payment shall be subject to the provisions of Section 9-1.04 of the 2025 edition of the State of California, Department of Transportation (Caltrans), “Standard Specifications” except as indicated below.

        The maximum markup for overhead and profit, including bond and insurance costs, on Agreed Price and Force Account change orders performed directly by the General Contractor, or by subcontractors, shall be limited to 15% of the actual costs of labor, equipment, and materials. On work performed by subcontractors, the General Contractor markup shall be limited to 5% of the subcontractor’s cost.

        On Force Account change orders, labor costs shall be actual hourly costs shown on certified payrolls, for the number of hours shown on daily extra work reports agreed to by the Engineer. Equipment rates shall only be as preauthorized by the Engineer.

e) Notice of Potential Claim. The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing ,occurrence, or other cause, unless the Contractors shall have given the Engineer due written notice, provided, however, that a notice of potential claim shall not be required where due written notice to the Engineer is provided for in other section of these specifications.

    The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and insofar as possible, the amount of the potential claim. Said written notice must be given to the Engineer ten (10) calendar days prior to the time that the Contractor shall have performed the work giving rise to the potential claim for additional compensation or if based upon act, failure to act, or other cause, within ten (10) days after the happening of the event, act, thing, occurrence, or other cause giving rise to the potential claim.

    It is the intention of this Section that differences between the parties arising under and by virtue of the contract, and that matters involving additional costs to both the Contractor and the City, be brought to the attention of the Engineer at the earliest possible time in

order to facilitate settlement of such difference of these matters, if possible, or take other appropriate action as promptly as possible. The Contractor shall have no right to additional compensation for any claim that may be based upon any act, failure to act, event, occurrence, for which no written notice of potential claim as herein required was filed.

30. **PAYMENTS TO THE CONTRACTOR**

a) On, or before the last Monday of each month in which work has been complete, the Contractor shall prepare an invoice for all work since the previous billing and covering work completed up to the previous Friday. The invoice shall quantify the various items of work completed based upon the payments, and the total contract amount. Said invoice shall be submitted to the Engineer. After review, the Engineer will approve the invoice as is, or approve the invoice with changes he/she deems necessary. The Engineer shall complete and approve a City Payment Request indicating the amount of the approved payment and forward it to the Project Administrator and City Finance Director.

b) Invoices shall be delivered to the Engineer prior to the close of business on the last Monday of the month in order to be considered for the first City check run of the following month. Where there is no dispute as to the charges or work completed, the Engineer will prepare the Payment Request and forward it with the invoice to the Project Administrator and Finance Director for review and approval by the Thursday of the week received. Upon approval of the payment request by the Project Administrator and Finance Director, payment will be made with the next City check run. (City check runs are usually made within two days of the first and third Mondays of the month.)

c) Where invoices are not complete, or where the Engineer disputes certain items or amounts on the invoice, the Contractor shall be advised (within 10 days of invoice submission), and the Payment Request held from the first check run of the month. If the disputed amount is not resolved within 10 days, the Engineer, may prepare a Payment Request for undisputed amount for the second check run of the month and withhold the disputed amount until resolved.

d) The City shall retain ten percent (10%) of the value of the materials so estimated to have been furnished, delivered and used, as part security for the fulfillment of the Contract by the Contractor, and shall pay monthly to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimates of payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of this Contract. No estimate or payment shall be construed to be an acceptance of any defective work or improper material not any part of the work or improvement. When 90% of the project has been completed, the Contractor may request a reduction in retention to five percent (5%) of the contract amount. Such reduction in retention shall be at the discretion of the Project Administrator and shall be subject to whatever conditions the Project Administrator determines will be necessary for the City to begin partial occupation of the work. Any partial payment authorized and submitted within the time frame stated in the preceding paragraphs shall be paid on the first regular City check run following submittal of the Payment Request to the Finance Director.

e) The City may, at its option and at any time, retain out of any amounts due the Contractor, 1) sums sufficient to cover any unpaid claims which are not covered by insurance covering the City, its officers and employees, provided by the Contractor, and 2) sums sufficient to cover claims, filed pursuant to Section 3082, et seq. of the Civil Code, and 3) any other sums which the City is authorized or required to withhold under any applicable laws. The City shall withhold and retain from payments due the Contractor under the contract, all amounts which have been forfeited pursuant to the applicable provisions of Labor Code, provided that no sum shall be withheld, retained or forfeited, except from the

final payment, without a full investigation by either the Division of Labor Law Enforcement of the State of California, or by the City.

f) Final Payment and Claims. Within thirty (30) calendar days after receipt of the notice of Engineer's acceptance of the project, the Contractor shall prepare and submit to the Engineer a final invoice covering all work completed under the contract. Said final invoice shall include a written statement of disputed amounts and unresolved claims for additional compensation above the total contract amount, if such claims are to be considered. No claim shall be considered which is not included on said written state of claims, nor will any claim be allowed which was not properly noticed under other provisions of these specifications.

Where said final invoice contains no claims or disputed amounts, the Engineer shall process the Final Payment, less required retention, in accordance with Section 30 a) and b) above.

Where said final invoice contains claims and/or disputed amounts, the Engineer shall consider the claims and disputed amounts and notify the Contractor of his/her determination. Claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis amount of said claims. It will be the responsibility of the Contractor to furnish within a reasonable time such further information and details as may be required by the Engineer to determine the facts or contentions involved in the Contractor's claims. Failure to submit such information will be sufficient cause for denying the claims.

The Engineer may resolve any claims or disputed amounts not involving an increase in total contract amount (including previously approved change orders). A Final Payment, less required retention, in the amount up to total contact amount may be processed in accordance with Sections 30 a) and b) above, and amounts in excess of the total contract amount which remain in dispute referred to the Project Administrator with report for a claims review. The Project Administrator may make a final determination of any claims or after review may refer the claims to a City Committee or the City Council for final determination of the claim.

When referred to the City Council, the City Council shall hear and consider the claim, and shall have full authority to approve the claim, compromise, arbitrate, otherwise settle the claim, or reject it.

g) Release of Retention. Within thirty-five (35) calendar days after acceptance of the work by the City Council and the filing of a Notice of Completion, the Engineer will make a final estimate, in writing, of the quantities of work done under the contract, the value of such work and claims which have been approved. The Engineer shall complete and approve a City Check Request indicating the amount of the approved payment, and the check run date on which payment is to be made. The check run date shall be at least thirty-five (35) calendar days nor more than sixty (60) calendar days after acceptance of the work and recordation of a Notice of Completion. Such request shall be submitted to the Project Administrator and Finance Director for approval, with the amount of payment being the amount due, after deducting therefrom all amounts due under the provisions of the contract, any known unresolved claims pursuant to Section 30 e), and 150 percent of any unresolved claims or disputed amounts for uncompleted work pursuant to Section 30 f) and Public Contract Code Section 7107.

All prior estimates and payments shall be subject to correction in the final estimate and payment. No payment made hereunder shall be construed to be an approval or acceptance of any defective work or improper materials.

31. **DELAYS IN COMPLETION.** The Contractor shall not be held responsible for delays in the completion of the work caused by strikes, labor disputes, lack or failure of transportation, war, inclement weather which affects a critical operation, inability to obtain materials due to war conditions, perils of the sea, insurrection, riot, acts of any government, and/or any other causes similar to the foregoing which are beyond the control of and are not the fault of the Contractor. Whenever the Contractor claims delays are due to any of or all of the above named causes, and that such delays have an effect on the complete date, the Contract shall within ten (10) calendar days after the occurrence of such cause or causes of delay request in writing an extension of time from the City Council through the Engineer. If the City Council finds that such cause or causes of delay exist, it shall grant an extension of time equal to the delay resulting from such cause or causes; or the City Council may, at its option, rescind said contract and pay said Contractor the reasonable value of the work completed and let a new contract for the completion of the remainder of said work. Minor extensions of time for inclement weather may be granted by the Engineer.

32. **LIQUIDATED DAMAGES.**

    a) The parties hereto agree that it will be impracticable and extremely difficult to fix the actual damage from a breach of the obligation to complete the work by the specified date and, therefore, agree that $1,000.00 per calendar day shall be presumed to be the amount of damage sustained for any such delay. Said amount to be considered as liquidated damages, and not as a penalty.

    b) Any money due to the Contractor may be retained to cover the said liquidated damages. Should such money not be sufficient to cover said damages, the City shall have the right to recover the balance from the Contractor's sureties.

33. **OTHER SPECIAL CONTRACT REQUIREMENTS.**

    a) The following listed documents are hereby incorporated in the contract documents of this project as contract requirements due to the use of specific Federal, State or County funding programs:

Exhibits:

Exhibit A:	Special Provisions
Exhibit B:	Notice to Bidders
Exhibit C:	Bid Schedule
Exhibit D:	Bid Guarantee
Exhibit E:	List of Subcontractors
Exhibit F:	Equal Employment Opportunity Certification
Exhibit G:	Public Contract Code
Exhibit H:	Public Contract Code 10232 Statement
Exhibit I:	Non-Collusion Affidavit
Exhibit J:	Debarment and Suspension Certification
Exhibit K:	Bidders Bond
Exhibit L:	Performance Bond
Exhibit M:	Payment Bond

Attachments:

Attachment A:	State and Federal Prevailing Wage Rates

SECTION V
SAMPLE AGREEMENT FOR CONSTRUCTION SERVICES

THIS CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2026, 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. The City Council published plans and specifications for the construction work herein described ("Project"), and did approve and adopt said plans and specifications ("Specifications"), which are attached hereto as **Exhibit A**.

B. The City did publish a notice and invitation to submit sealed proposals/bids for the performance of the Project, Public Works Maintenance Structure, which is attached hereto as **Exhibit B**, on _____, 2026, at the time and in the manner required by law and City policy.

C. The City also provided instructions for submitting proposals/bids in the Notice to Bidders, which is attached hereto as **Exhibit B**.

D. The Contractor, in response to such Notice to Bidders, submitted to the City within the time specified in the Notice to Bidders and in the manner provided therein, a sealed Proposal/Bid to perform the Project as specified in said Specifications, which was publicly opened and read in the manner provided by law with other bids submitted for the Project.

E. Contractor's bid included a bid schedule ("Bid Schedule"), which is attached hereto as **Exhibit C**, and which sets forth details about Contractor's completion of the Project, including extended costs for Project materials.

F. Contractor provided the required bid guarantee and executed bid guarantee form, which is attached hereto as **Exhibit D**, at the same time the Contractor submitted its bid.

G. Contractor's bid included a list of subcontractors designated to perform specified portions of the Project ("Designation of Subcontractors"), which is attached hereto as **Exhibit E**.

H. Within five (5) business days of the last day to submit bids for the Project, Contractor submitted certifications of qualification for Contractor and its Subcontractors on the Project, which are collectively attached hereto as **Exhibit F**.

I. Contractor was the selected responsible bidder for the performance of the Project, and the City Council, as a result of the canvass of said bids, determined and declared the Contractor as the selected responsible bidder for the Project.

J. Contractor represents to City that it is a duly qualified firm experienced in the construction of maintenance yard structures, including providing the related site civil construction work and underground utility work and hookups (water and electrical) as shown on the Specifications.

K. In the judgment of the City Council, it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.

L. Pursuant to Contractor's Bid, Contractor will complete the Project in accordance with the City's Specifications and all other Contract Documents (defined below).

M. Contractor's timeframe for completing the Project is set forth in the Time Allowed for Completion and Liquidated Damages, which is attached hereto as **Exhibit G** ("Completion Schedule").

N. As a condition of awarding the Project to Contractor, Contractor must furnish payment and performance bonds ("Bonds") on forms which are substantially similar to those which are attached hereto as **Exhibit H**.

O. City desires to retain Contractor to perform the Project in accordance with the terms and conditions set forth in this Agreement.

P. Unless otherwise provided in this Agreement, abbreviations and capitalized terms shall have the meanings ascribed to them in the attached **Exhibit I**.

Q. Collectively, the Agreement along with Exhibits A through I comprise the contract documents ("Contract Documents")

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 24 of this Agreement, Sections 1 through 24 shall prevail.

Section 2. 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 notice by City ("Notice to Proceed").

Section 3. Term. This Agreement shall commence on the Effective Date and terminate one (1) year after City files a Notice of Completion acknowledging completion of the Project ("Term"), unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

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 Contractor's Statement of Qualifications, 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 and the Contract Documents, Contractor shall perform the services necessary to complete the Project ("Services") within the required timeframe and in accordance with the standards and specifications established in the Contract Documents. Contractor shall not receive additional compensation for the performance of any work unless it is included in the Contract Documents, 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 Contract Documents. Contractor shall only receive direction and approval for Services from the Contract Administrator.

Section 6. Time of Performance. Contractor warrants that it will commence performance of the Services within fifteen (15) calendar days of the Notice to Proceed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement. It is agreed by the Parties that time is of the essence and that if the Project is not completed as set forth in **Exhibit G,** Completion Schedule, damage will be sustained by the City, and it may be impracticable to determine the actual amount of damage resulting from the delay. It is, therefore, agreed that Contractor shall pay to City as damages, the One Thousand Dollars ($1,000.00) for each and every day the Project is delayed. The Parties expressly agree that this liquidated damage clause is reasonable under the circumstances existing at the time the Agreement is made. The City shall have the right to deduct the amount of liquidated damages owed pursuant to this section from any money due or to become due to Contractor.

Notwithstanding the above, the Parties expressly agree that the liquidated damages specified above do not include the City's legal, engineering, inspection, superintendence and other similar expenses. Accordingly, the City shall have the right to charge Contractor and to deduct from the any amount due or to become due to Contract, the actual cost to the City for legal, engineering, inspection, superintendence, loss of revenue due to service interruptions to City customers, and other expenses, which are directly chargeable to the Agreement and which accrue during a period of delay, except that the cost of final inspection and preparation of the final estimate shall not be included in the charges.

Section 7. Payment. City shall pay Contractor for all Services which are to be performed by Contractor, and Contractor agrees to accept the compensation provided in **Exhibit C**, Bid Schedule, which is summarized as follows:

Total compensation for completion of Project: $ _____ total.

Section 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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 Notice to Proceed 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 Notice to Proceed 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 16. 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 17. 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 18. Performance and Payment Bonds. Contractor shall 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. 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 19. 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 20. 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"). Upon receiving notice of a claim, Contractor shall assume the defense of the claim, action, or proceeding through the prompt payment of all attorneys' fees and costs, incurred in good faith and in the exercise of reasonable discretion, of City's counsel in defending such an action. City shall have the absolute and sole authority to control the litigation and make litigation decisions, including, but not limited to, selecting counsel to defend City and settlement or other disposition of the matter. 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 21. 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 22. 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:

Exhibits:

Exhibit A:	Special Provisions
Exhibit B:	Notice to Bidders
Exhibit C:	Bid Schedule
Exhibit D:	Bid Guarantee
Exhibit E:	List of Subcontractors
Exhibit F:	Equal Employment Opportunity Certification
Exhibit G:	Public Contract Code
Exhibit H:	Public Contract Code 10232 Statement
Exhibit I:	Non-Collusion Affidavit
Exhibit J:	Debarment and Suspension Certification
Exhibit K:	Bidders Bond
Exhibit L:	Performance Bond
Exhibit M:	Payment Bond

Attachments:

Attachment A:	State and Federal Prevailing Wage Rates

Section 23. 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 24. 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:_____
Chris Gorsky, City Administrator

Date: _____

Approved as to Form:

By:_____
Douglas L. White, City Attorney

CONTRACTOR:

_____, a_____

By:_____
_____, _____

Date: _____

EXHIBIT A: SPECIAL PROVISIONS

EXHIBIT B: NOTICE TO BIDDERS

EXHIBIT C: BID SCHEDULE

EXHIBIT D: BID GUARANTEE

EXHIBIT E: LIST OF SUBCONTRACTORS

EXHIBIT F: EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

EXHIBIT G: PUBLIC CONTRACT CODE

EXHIBIT H: PUBLIC CONTRACT CODE 10232 STATEMENT

EXHIBIT I: NONCOLLUSION AFFIDAVIT

EXHIBIT J: DEBARMENT AND SUSPENSION CERTIFICATION

EXHIBIT K: BIDDERS BOND

EXHIBIT L: PERFORMANCE BOND

EXHIBIT M: PAYMENT BOND

ATTACHMENT A: STATE AND FEDERAL PREVAILING WADGE RATES