



CITY OF COLUSA
Department of Public Works

CONTRACT DOCUMENTS
FOR
Sanitary Sewer & Recycled Water Project
City Project No. 23-209
SRF Loan Project No. C-06-8613-110
Volume 1

PRE BID MEETING – August 18th, 2026; 10:00 AM, at City Hall
BID OPENING – September, 1st, 2026; 3:00 PM at City Hall

Mayor:	Denise Conrado
Mayor Pro Tem:	Dave Markss
Council Members:	Daniel Vaca Greg Ponciano Ryan Codorniz
City Manager:	Jesse Cain
Public Works Administrative Director:	Jesse Cain

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR
SANITARY SEWER & RECYCLED WATER
PROJECT
PROJECT NO. 23-209
SRF LOAN PROJECT NO. C-06-8613-110**

**Volume 1
JULY 2026
BID SUBMITTAL**

Prepared by:



**California Engineering Company, Inc.
Civil Engineering ↔ Planning ↔ Surveying ↔ Construction Management
www.cecusa.net p 530.751.0952
Yuba City and Chico, CA**

CITY OF COLUSA
SANITARY SEWER & RECYCLED WATER PROJECT
LICENSEE RESPONSIBLE FOR SPECIFICATIONS

Contract Documents prepared by or under the direction of the following registered persons:

Marisa Hewitt, PE
CEC, Inc.
1110 Civic Center Blvd. Ste 404
Yuba City, CA 95993
530-751-0952



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ATTACHMENT: VOLUME 2 CITY OF COLUSA TECHNICAL SPECIFICATIONS

CITY OF COLUSA
DEPARTMENT OF PUBLIC WORKS

NOTICE TO CONTRACTORS

CONTRACT NO. 23-209
SRF LOAN NO. C-06-8613-110

Sealed proposals for the work shown on the plans entitled:

**CITY OF COLUSA;
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS FOR:**

SANITARY SEWER & RECYCLED WATER PROJECT

IN

THE CITY OF COLUSA

will be received at the City of Colusa City Hall, 425 Webster St. Colusa, Ca 95932, until **3:00 PM on September 1st, 2026**, at which time they will be publicly opened and read.

Proposal forms for this work are included herein:

General work for this project consists of installation of new sewer gravity main, recycled water main and sewer force main, sewer manholes, pavement grinding and overlay approximately 13,000 linear feet.

A Non-mandatory pre-bid meeting is scheduled for August 18th, 2026 at 10:00 am at Colusa City Hall, 425 Webster St. Colusa, Ca 95932. This meeting is to inform DBEs of subcontracting and material supply opportunities. Bidder's attendance at this meeting will be considered in determining the bidder's good faith effort to obtain DBE participation.

This project has a goal of 24% percent disadvantaged business enterprise (DBE) participation.

A preconstruction conference will be required for this project. A time and date will be determined after contract award.

Bids are required for the entire work described herein. All documents shall be submitted in the original Proposal and Contract book, or attached to the appropriate pages, to be considered a responsible bid. (Pages may be stapled in.)

The contractor shall possess either a Class A license or a combination of license classes required for all work at the time this contract is awarded.

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

Plans and specifications for bidding of this project are obtainable at regional bid exchanges or electronically from the cities web site.

Please direct questions to the Project Engineer, Marisa Hewitt, PE @ mhewitt@cecusa.net or (530) 751-0952.

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

The City of Colusa hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement; disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the 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, available at the County of Colusa and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. 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 books entitled "Proposal and Contract." 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 shall pay not less than the higher wage rate. The Department 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 shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

CITY OF COLUSA

CITY CLERK:

Shelly Kittle

DATED

CITY OF COLUSA

DEPARTMENT OF PUBLIC WORKS

PROPOSAL AND CONTRACT

FOR

SANITARY SEWER & RECYCLED WATER PROJECT

IN

CITY OF COLUSA

For use in Connection with Standard Specifications and Standard Plans Dated July, 2024, of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

City Contract No. 23-209

Bid Opening Date: September 1, 2026 at 3:00 PM

**PROPOSAL TO THE CITY OF COLUSA
DEPARTMENT OF PUBLIC WORKS**

CONTRACT NO. 23-209

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 these contract documents, and technical specifications, with the City of Colusa standards and municipal code and standard details, and the Cal Trans Standard Plans (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 the California Department of Transportation Standard Plans, dated July, 2010, the Standard Specifications, dated July, 2010, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all 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 as 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 COLUSA*'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 COLUSA*, and that discretion will be exercised in the manner deemed by the *CITY OF COLUSA* to best protect the public interest in the prompt and economical completion of the work. The decision of the *CITY OF COLUSA* 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 COLUSA*, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *CITY OF COLUSA* that the contract has been awarded, the *CITY OF COLUSA* 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 COLUSA*.

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 COLUSA*, 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 therefor the following prices, to wit:

CONTRACTOR'S BASE BID

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost	Item Total
1	Mobilization	1	LS		
2	Traffic Control System	1	LS		
3	Demolition	1	LS		
4	Adjust Water Valve Frame and Cover to Grade	12	EA		
5	Adjust Storm Drain Manhole Frame and Cover to Grade	4	EA		
6	Roadway Grinding- 2"	37,725	SY		
7	Pavement Reinforcement Fabric	37,725	SY		
8	Asphalt Concrete (Fiber Reinforced)- 2"	4,530	TONS		
9	Aggregate Base- Class II	405	TONS		
10	48" Sanitary Sewer Manhole	25	EA		
11	60" Sanitary Sewer Manhole	15	EA		
12	4" PVC SDR-35 Sewer Service Lateral and Cleanout	9	EA		
13	4" PVC SDR-26 Sanitary Sewer	15	LF		
14	6" PVC SDR-26 Sanitary Sewer	140	LF		
15	8" PVC SDR-26 Sanitary Sewer	1,120	LF		
16	15" PVC SDR-26 Sanitary Sewer	2,665	LF		
17	18" PVC SDR-26 Sanitary Sewer	4,205	LF		
18	24" PVC SDR-26 Sanitary Sewer	2,875	LF		
19	30" PVC SDR-26 Sanitary Sewer	1,160	LF		
20	8" PVC C900 DR18 Sanitary Sewer Force Main	750	LF		
21	10" PVC C900 DR18 Sanitary Sewer Force Main	4,625	LF		
22	2" PVC Sch 40 DR18 Recycled Water Force Main (Purple)	40	LF		
23	4" PVC C900 DR18 Recycled Water Force Main (Purple)	30	LF		

24	10" PVC C900 DR18 Recycled Water Force Main (Purple)	8,990	LF		
25	2" Gate Valve (Recycled Water)	1	EA		
26	4" Gate Valve (Recycled Water)	1	EA		
27	10" Gate Valve (Recycled Water)	9	EA		
28	Air Release Valve- Recycled Water Main	2	EA		
29	Sewer Force Main In-Line Cleanout	5	EA		
30	Connection to Existing Force Main	1	EA		
31	Sewer Main Disconnection/Reconnection	10	EA		
32	2" PVC Sch 40 Water Line and Tap	40	LF		
33	Fiber Optic Conduits and Pull Boxes Installation	1	LS		
34	Thermoplastic Double Yellow Line- Caltrans Detail 22	4,900	LF		
35	Thermoplastic Right Edge Line- Caltrans Detail 27B	9,630	LF		
36	Thermoplastic Limit Line- 12" Yellow	1,260	LF		
37	Thermoplastic Limit Line- 12" White	280	LF		
38	Thermoplastic Pavement Markings	1	LS		

TOTAL BASE BID COST: \$ _____

TOTAL BASE BID COST (In Words) \$ _____

***CONTRACT WILL BE AWARDED BASED ON BASE BID COST**

BID ALTERNATE #1

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost	Item Total
1	Dewatering Wells	1	LS		

TOTAL BID ALT #1 COST: \$ _____

TOTAL BID ALT #1 COST (In Words) \$ _____

BID ALTERNATE #2

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost	Item Total
1	18" PVC SDR-26 Sanitary Sewer (Sta 42+70)	80	LF		
2	48" Sanitary Sewer Manhole	1	EA		

TOTAL BID ALT #2 COST: \$ _____

TOTAL BID ALT #2 COST (In Words) \$ _____

BID ALTERNATE #3

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost	Item Total
1	Minor Concrete- Rolled Curb and Gutter	2,000	LF		
2	Minor Concrete- Sidewalk	8,000	SF		

TOTAL BID ALT #3 COST: \$ _____

TOTAL BID ALT #3 COST (In Words) \$ _____

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.02, " Required Listing of Proposed Subcontractors," of the special provisions.

LIST OF SUBCONTRACTORS

<u>Name and Address and License No. of Work Subcontracted</u>	Description of Portion

(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 filing 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 check mark 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 COLUSA
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 Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion 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 judgement 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.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
11. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes ☐ No ☐		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub-awardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

Accompanying this proposal is _____

(NOTICE: INSERT THE WORDS "CASH(\$ _____)," "CASHIER'S CHECK,"
"CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in conformance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

ADDENDA -

This Proposal is submitted with respect to the changes to the contract included in addenda number/s _____

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____



Signature and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

**CITY OF COLUSA
DEPARTMENT OF PUBLIC WORKS**

BIDDER'S BOND

We, _____
_____ as Principal, and

as Surety are bound unto the City OF COLUSA, 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 judgement 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 / County of _____ 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

◆ **LOCAL AGENCY BIDDER - DBE - INFORMATION**

This information may be submitted with your bid proposal. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in Section 2-1.12B of the Special Provisions. Failure to submit the required DBE information will be grounds for finding the proposal nonresponsive.

CO.-RTE.-K.P.: _____
 CONTRACT NO.: _____
 BID AMOUNT: \$ _____
 BID OPENING DATE: _____
 BIDDER'S NAME: _____
 DBE GOAL FROM CONTRACT: _____
 DBE PRIME CONTRACTOR CERTIFICATION ¹:

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED ²	DBE CERT. NO.	NAME OF DBEs (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE ³
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Copies of the DBE quotes are required. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above shall be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid pursuant to the Subcontractors Listing Law and Section 2-1.02, "Required Listing of Proposed Subcontractors," of the Special Provisions. 1. DBE prime contractors shall enter their DBE certification number. DBE prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces. 2. If 100% of item is not to be performed or furnished by DBE, describe exact portion of item to be performed or furnished by DBE. 3. See Section 2-1.02, "Disadvantaged Business Enterprise," to determine the credit allowed for DBE firms.			◆ Total Claimed ◆ Participation	\$ _____ _____ %
			Signature of Bidder _____ Date _____ (Area Code) Tel. No. _____ Person to Contact _____ (Please Type or Print)	

CT Bidder - DBE Information (Rev 09-28-99)

• DBE INFORMATION—GOOD FAITH EFFORTS

The CITY OF COLUSA established a Disadvantaged Business Enterprise (DBE) goal of 24% for this project. The information provided herein shows that adequate good faith efforts were made.

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
--------------	------------------------

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
-------------------------	------------------------------	-----------------------------

- C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Breakdown of Items
---------------	--------------------

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, and the firms selected for that work (please attach copies of quotes from the firms involved):

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.).

Name Agency/Organization	of	Method/Date of Contact	Results
-----------------------------	----	---------------------------	---------

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

Contract Assurance

The contractor ensures that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

Prompt Progress Payment To Subcontractors

A prime contractor or subcontractor shall pay to any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the contractor, or deficient subcontractor performance, or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment Of Withheld Funds To Subcontractors

The contractor shall include the following provision in all federal-aid contracts to ensure prompt and full payment of retainage [withheld funds] to subcontractors in compliance with 49 CFR 26.29).

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the contractor, or deficient subcontractor's performance, or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Overall Goal

The City of Colusa' overall goal is the following: **24 %** of the federal financial assistance in DOT-assisted contracts. This overall goal is broken down into **12 %** race-conscious and **12 %** race-neutral components.

Contract Goals

The City of Colusa will use contract goals to meet any portion of the overall goal the City of Colusa does not project being able to meet by the use of race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of the overall goal that is not projected to be met through the use of race-neutral means.

Contract goals will be established only on those DOT-assisted contracts that have subcontracting possibilities. Contract goals need not be established on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work). The contract work items will be compared with eligible DBE contractors willing to work on the project. A determination will also be made to decide which items are likely to be performed by the prime contractor and which ones are likely to be performed by the subcontractor(s). The goal will then be incorporated into the contract documents. Contract goals will be expressed as a percentage of the total amount of a DOT-assisted contract.

Transit Vehicle Manufacturers

If DOT-assisted contracts will include transit vehicle procurements, the City of Colusa will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on transit vehicle procurements, to certify that it has complied with the requirements of 49 CFR Part 26, Section 49. The City of Colusa will direct the transit vehicle manufacturer to the subject requirements located on the Internet at <http://osdbuweb.dot.gov/programs/dbe/dbe.htm>.

GOOD FAITH EFFORTS

Information to be Submitted

The City of Colusa treats bidders'/offerors' compliance with good faith effort requirements as a matter of responsiveness. A responsive proposal is meeting all the requirements of the advertisement and solicitation.

Each solicitation for which a contract goal has been established will require the bidders'/offerors to submit the following information to: **City Engineer, City of Colusa, P.O. Box 307, Colusa, CA 95932**, no later than 4:00 p.m. on or before the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening:

1. The names and addresses of known DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participation;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts.

Demonstration of Good Faith Efforts

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts.

The following personnel are responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive: **City Engineer, City of Colusa, 425 Webster Street, Colusa, CA 95932.**

The City of Colusa will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before a commitment to the performance of the contract by the bidder/offeror is made.

Administrative Reconsideration

Within 10 days of being informed by the City of Colusa that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official: **City Manager, City of Colusa, 425 Webster Street, Colusa, CA 95932.**

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not make or document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The City of Colusa will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to Caltrans, FHWA or the DOT.

Good Faith Efforts when a DBE is Replaced on a Contract

The City of Colusa will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The prime contractor is required to notify the RE immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, the prime contractor will be required to obtain the City of Colusa's prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time specified, the City of Colusa contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Counting DBE Participation

The City of Colusa will count DBE participation toward overall and contract goals as provided in the contract specifications for the prime contractor, subcontractor, joint venture partner with prime or subcontractor, or vendor of material or supplies.

Monitoring Payments to DBEs

Prime contractors are required to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the City of Colusa, Caltrans, FHWA, or DOT. This reporting requirement also extends to any certified DBE subcontractor.

Payments to DBE subcontractors will be reviewed by the City of Colusa to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

Confidentiality

The City of Colusa will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with federal, state, and local laws.

STANDARD PUBLIC WORKS AGREEMENT FOR

THIS AGREEMENT (herein "Agreement"), is made and entered into this _____ day of _____, 20__ by and between the CITY OF COLUSA, a municipal corporation, (herein "City") and _____ (herein "Contractor"). The parties hereto agree as follows:

R E C I T A L S

A. City requires the construction of _____, as set forth more fully in this Agreement. Contractor has represented to City that Contractor is qualified to perform said work and has submitted a proposal to City for same.

B. City desires to have Contractor perform said services on the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1-1 1. SERVICES OF CONTRACTOR

1-1.01 1.1 SCOPE OF SERVICES - IN COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THIS AGREEMENT, THE CONTRACTOR SHALL PROVIDE THOSE SERVICES SPECIFIED IN THE "SCOPE OF SERVICES" ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY THIS REFERENCE, WHICH SERVICES MAY BE REFERRED TO HEREIN AS THE "SERVICES" OR "WORK" HEREUNDER. AS A MATERIAL INDUCEMENT TO THE CITY ENTERING INTO THIS AGREEMENT, CONTRACTOR REPRESENTS AND WARRANTS THAT CONTRACTOR IS A PROVIDER OF FIRST CLASS WORK AND SERVICES AND CONTRACTOR IS EXPERIENCED IN PERFORMING THE WORK AND SERVICES CONTEMPLATED HEREIN AND, IN LIGHT OF SUCH STATUS AND EXPERIENCE, CONTRACTOR COVENANTS THAT IT SHALL FOLLOW THE HIGHEST PROFESSIONAL STANDARDS IN PERFORMING THE WORK AND SERVICES REQUIRED HEREUNDER AND THAT ALL MATERIALS WILL BE OF GOOD QUALITY, FIT FOR THE PURPOSE INTENDED.

1-1.02 1.2 DOCUMENTS INCLUDED IN CONTRACT - THIS CONTRACT CONSISTS OF THE REQUEST FOR PROPOSAL, BID DOCUMENTS (HEREINAFTER "PROPOSAL"), PROPOSAL SCHEDULE, DESIGNATION OF SUBCONTRACTORS, NONCOLLUSION AFFIDAVIT, CERTIFICATION OF PRINCIPAL, SPECIFICATIONS, PLANS, THIS CONTRACT SERVICES AGREEMENT,

FAITHFUL PERFORMANCE BOND, LABOR AND MATERIALS BOND, SUPPLEMENTAL INFORMATION, GUARANTEE, TAX IDENTIFICATION FORM AND ANY AND ALL SCHEDULES AND ATTACHMENTS TO IT WHICH ARE INCORPORATED AS IF FULLY SET FORTH HEREIN. IN THE EVENT OF AN INCONSISTENCY, THIS AGREEMENT SHALL GOVERN.

1-1.03 1.3 COMPLIANCE WITH LAW - ALL SERVICES RENDERED HEREUNDER SHALL BE PROVIDED IN ACCORDANCE WITH ALL ORDINANCES, RESOLUTIONS, STATUTES, RULES, AND REGULATIONS OF THE CITY AND ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCY HAVING JURISDICTION IN EFFECT AT THE TIME SERVICE IS RENDERED.

1-1.04 1.4 LICENSES, PERMITS, FEES AND ASSESSMENTS - CONTRACTOR SHALL OBTAIN AT ITS SOLE COST AND EXPENSE SUCH LICENSES, PERMITS AND APPROVALS AS MAY BE REQUIRED BY LAW FOR THE PERFORMANCE OF THE SERVICES REQUIRED BY THIS AGREEMENT, INCLUDING REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS OF THE STATE OF CALIFORNIA AS REQUIRED BY LABOR CODE SECTION 1725.5 BEFORE COMMENCING PERFORMANCE UNDER THIS AGREEMENT. CONTRACTOR SHALL HAVE THE SOLE OBLIGATION TO PAY FOR ANY FEES, ASSESSMENTS AND TAXES, PLUS APPLICABLE PENALTIES AND INTEREST, WHICH MAY BE IMPOSED BY LAW AND ARISE FROM OR ARE NECESSARY FOR THE CONTRACTOR'S PERFORMANCE OF THE SERVICES REQUIRED BY THIS AGREEMENT, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AGAINST ANY SUCH FEES, ASSESSMENTS, TAXES PENALTIES OR INTEREST LEVIED, ASSESSED OR IMPOSED AGAINST CITY HEREUNDER. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SUBCONTRACTORS' COMPLIANCE WITH THIS SECTION 1.4.

1-1.05 1.5 FAMILIARITY WITH WORK - BY EXECUTING THIS CONTRACT, CONTRACTOR WARRANTS THAT CONTRACTOR (A) HAS THOROUGHLY INVESTIGATED AND CONSIDERED THE SCOPE OF SERVICES TO BE PERFORMED, (B) HAS CAREFULLY CONSIDERED HOW THE SERVICES SHOULD BE PERFORMED, AND (C) FULLY UNDERSTANDS THE FACILITIES, DIFFICULTIES AND RESTRICTIONS ATTENDING PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT. IF THE SERVICES INVOLVE WORK UPON ANY SITE, CONTRACTOR WARRANTS THAT CONTRACTOR HAS OR WILL INVESTIGATE THE SITE AND IS OR WILL BE FULLY ACQUAINTED WITH THE CONDITIONS THERE EXISTING, PRIOR TO COMMENCEMENT OF SERVICES HEREUNDER. SHOULD THE CONTRACTOR DISCOVER ANY LATENT OR UNKNOWN CONDITIONS, WHICH WILL MATERIALLY AFFECT THE PERFORMANCE OF THE SERVICES HEREUNDER, CONTRACTOR SHALL IMMEDIATELY INFORM THE CITY OF SUCH FACT AND SHALL NOT PROCEED EXCEPT AT CONTRACTOR'S RISK UNTIL WRITTEN INSTRUCTIONS ARE RECEIVED FROM THE CONTRACT OFFICER.

1-1.06 1.6 STANDARD OF PERFORMANCE – CONTRACTOR, ITS SUBCONTRACTORS AND THEIR EMPLOYEES, IN THE PERFORMANCE OF CONTRACTOR’S WORK UNDER THIS AGREEMENT SHALL BE RESPONSIBLE FOR EXERCISING THE DEGREE OF SKILL AND CARE REQUIRED BY CUSTOMARILY ACCEPTED GOOD PROFESSIONAL PRACTICES AND PROCEDURES USED IN THE CONTRACTOR’S FIELD.

1-1.07 ANY COSTS FOR FAILURE TO MEET THE FOREGOING STANDARD OR TO CORRECT OTHERWISE DEFECTIVE WORK THAT REQUIRES RE-PERFORMANCE OF THE WORK, SHALL BE BORNE IN TOTAL BY THE CONTRACTOR AND NOT BY THE CITY. THE FAILURE OF A PROJECT TO ACHIEVE THE PERFORMANCE GOALS AND OBJECTIVES STATED IN THIS AGREEMENT IS NOT A BASIS FOR REQUESTING RE-PERFORMANCE UNLESS THE WORK CONDUCTED BY CONTRACTOR AND/OR ITS SUBCONTRACTORS IS DEEMED BY THE CITY TO HAVE FAILED THE FOREGOING STANDARD OF PERFORMANCE.

1-1.08 IN THE EVENT CONTRACTOR FAILS TO PERFORM IN ACCORDANCE WITH THE ABOVE STANDARD:

1. CONTRACTOR WILL RE-PERFORM, AT ITS OWN EXPENSE, ANY TASK WHICH WAS NOT PERFORMED TO THE REASONABLE SATISFACTION OF CITY. ANY WORK RE-PERFORMED PURSUANT TO THIS PARAGRAPH SHALL BE COMPLETED WITHIN THE TIME LIMITATIONS ORIGINALLY SET FORTH FOR THE SPECIFIC TASK INVOLVED. CONTRACTOR SHALL WORK ANY OVERTIME REQUIRED TO MEET THE DEADLINE FOR THE TASK AT NO ADDITIONAL COST TO THE CITY;
2. THE CITY SHALL PROVIDE A NEW SCHEDULE FOR THE RE-PERFORMANCE OF ANY TASK PURSUANT TO THIS PARAGRAPH IN THE EVENT THAT RE-PERFORMANCE OF A TASK WITHIN THE ORIGINAL TIME LIMITATIONS IS NOT FEASIBLE; AND
3. THE CITY SHALL HAVE THE OPTION TO DIRECT CONTRACTOR NOT TO RE-PERFORM ANY TASK WHICH WAS NOT PERFORMED TO THE REASONABLE SATISFACTION OF THE CITY PROJECT MANAGER PURSUANT TO APPLICATION OF (1) AND (2) ABOVE. IN THE EVENT THE CITY DIRECTS CONTRACTOR NOT TO RE-PERFORM A TASK, THE CITY SHALL NEGOTIATE A REASONABLE SETTLEMENT FOR SATISFACTORY WORK PERFORMED. NO PREVIOUS PAYMENT SHALL BE CONSIDERED A WAIVER OF THE CITY’S RIGHT TO REIMBURSEMENT.

1-1.09 NOTHING CONTAINED IN THIS SECTION IS INTENDED TO LIMIT ANY OF THE RIGHTS OR REMEDIES WHICH THE CITY MAY HAVE UNDER LAW.

1-1.10 1.7 CARE OF WORK - THE CONTRACTOR SHALL ADOPT REASONABLE METHODS DURING THE LIFE OF THE AGREEMENT TO FURNISH CONTINUOUS PROTECTION TO THE WORK, AND THE EQUIPMENT, MATERIALS, PAPERS, DOCUMENTS, PLANS, STUDIES AND/OR OTHER COMPONENTS THEREOF TO PREVENT LOSSES OR DAMAGES, AND SHALL BE RESPONSIBLE FOR ALL SUCH DAMAGES, TO PERSONS OR PROPERTY, UNTIL ACCEPTANCE OF THE WORK BY CITY, EXCEPT SUCH LOSSES OR DAMAGES AS MAY BE CAUSED BY CITY'S OWN NEGLIGENCE.

1-1.11 1.8 FURTHER RESPONSIBILITIES OF PARTIES - BOTH PARTIES AGREE TO USE REASONABLE CARE AND DILIGENCE TO PERFORM THEIR RESPECTIVE OBLIGATIONS UNDER THIS AGREEMENT. BOTH PARTIES AGREE TO ACT IN GOOD FAITH TO EXECUTE ALL INSTRUMENTS,

PREPARE ALL DOCUMENTS AND TAKE ALL ACTIONS AS MAY BE REASONABLY NECESSARY TO CARRY OUT THE PURPOSES OF THIS AGREEMENT. UNLESS HEREAFTER SPECIFIED, NEITHER PARTY SHALL BE RESPONSIBLE FOR THE SERVICE OF THE OTHER. CONTRACTOR SHALL REQUIRE ALL SUBCONTRACTORS TO COMPLY WITH THE PROVISIONS OF THIS AGREEMENT.

1-1.12 1.9 ADDITIONAL SERVICES - CITY SHALL HAVE THE RIGHT AT ANY TIME DURING THE PERFORMANCE OF THE SERVICES, WITHOUT INVALIDATING THIS AGREEMENT, TO ORDER EXTRA WORK BEYOND THAT SPECIFIED IN THE SCOPE OF SERVICES OR MAKE CHANGES BY ALTERING, ADDING TO OR DEDUCTING FROM SAID WORK. NO SUCH EXTRA WORK MAY BE UNDERTAKEN UNLESS A WRITTEN CHANGE ORDER IS FIRST GIVEN BY THE CONTRACT OFFICER TO THE CONTRACTOR, INCORPORATING THEREIN ANY ADJUSTMENT IN (I) THE CONTRACT SUM AS SET FORTH IN SECTION 2.1, AND/OR (II) THE TIME TO PERFORM THIS AGREEMENT, WHICH SAID ADJUSTMENTS ARE SUBJECT TO THE WRITTEN APPROVAL OF THE CONTRACTOR. ANY INCREASE IN COMPENSATION OF TWENTY FIVE PERCENT (25%) OR LESS OF THE CONTRACT SUM, OR IN THE TIME TO PERFORM OF ONE HUNDRED EIGHTY (180) DAYS OR LESS MAY BE APPROVED BY THE CONTRACT OFFICER. ANY GREATER INCREASES, TAKEN EITHER SEPARATELY OR CUMULATIVELY MUST BE APPROVED BY THE CITY COUNCIL. IT IS EXPRESSLY UNDERSTOOD BY CONTRACTOR THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO SERVICES SPECIFICALLY SET FORTH IN THE SCOPE OF SERVICES OR REASONABLY CONTEMPLATED THEREIN. CONTRACTOR HEREBY ACKNOWLEDGES THAT IT ACCEPTS THE RISK THAT THE SERVICES TO BE PROVIDED PURSUANT TO THE SCOPE OF SERVICES MAY BE MORE COSTLY OR TIME CONSUMING THAN CONTRACTOR ANTICIPATES AND THAT CONTRACTOR SHALL NOT BE ENTITLED TO ADDITIONAL COMPENSATION THEREFORE.

1-1.13 1.10 PREVAILING WAGE LAWS - IN ACCORDANCE WITH LABOR CODE SECTION 1770 ET SEQ., THE DIRECTOR OF THE DEPARTMENT OF INDUSTRIAL RELATIONS OF THE STATE OF CALIFORNIA HAS ASCERTAINED A GENERAL PREVAILING RATE OF WAGES, WHICH IS THE MINIMUM AMOUNT, WHICH SHALL BE PAID TO ALL WORKERS EMPLOYED TO PERFORM THE WORK PURSUANT TO THIS AGREEMENT. A COPY OF THE GENERAL PREVAILING WAGE RATE DETERMINATION IS ON FILE IN THE OFFICE OF THE CITY CLERK AND IS HEREBY INCORPORATED BY REFERENCE INTO THIS AGREEMENT. IN ACCORDANCE WITH THE PROVISIONS OF LABOR CODE SECTION 1810 ET SEQ., EIGHT (8) HOURS IS THE LEGAL WORKING DAY. CONTRACTOR MUST FORFEIT TO THE CITY TWENTY FIVE DOLLARS (\$25.00) A DAY FOR EACH WORKER WHO WORKS IN EXCESS OF THE MINIMUM WORKING HOURS WHEN CONTRACTOR DOES NOT PAY OVERTIME. CONTRACTOR IS REQUIRED TO POST A COPY OF SUCH WAGE RATES AT ALL TIMES AT THE CONTRACT SITE. THE STATUTORY PENALTIES FOR FAILURE TO PAY PREVAILING WAGE OR TO COMPLY WITH STATE WAGE AND HOUR LAWS WILL BE ENFORCED. CONTRACTOR ALSO SHALL COMPLY WITH STATE LAW REQUIREMENTS TO MAINTAIN PAYROLL RECORDS AND SHALL PROVIDE FOR CERTIFIED RECORDS AND INSPECTION OF RECORDS AS REQUIRED BY CALIFORNIA LABOR CODE SECTION 1770 ET. SEQ., INCLUDING SECTION 1776. CONTRACTOR SHALL COMPLY WITH ALL

STATUTORY REQUIREMENTS RELATING TO THE EMPLOYMENT OF APPRENTICES.

1-1.14 2. COMPENSATION

1-1.15 2.1 CONTRACT SUM - FOR THE SERVICES RENDERED PURSUANT TO THIS AGREEMENT, THE CONTRACTOR SHALL BE COMPENSATED AS SPECIFIED HEREIN, BUT NOT EXCEEDING THE MAXIMUM CONTRACT AMOUNT OF _____ DOLLARS (\$ _____ .00) (HEREIN "CONTRACT SUM"), EXCEPT AS PROVIDED IN SECTION 1.9. THE CONTRACT SUM SHALL INCLUDE THE ATTENDANCE OF CONTRACTOR AT ALL PROJECT MEETINGS REASONABLY DEEMED NECESSARY BY THE CITY; CONTRACTOR SHALL NOT BE ENTITLED TO ANY ADDITIONAL COMPENSATION FOR ATTENDING SAID MEETINGS.

1-1.16 2.2 PROGRESS PAYMENTS - PRIOR TO THE FIRST DAY OF THE MONTH, DURING THE PROGRESS OF THE WORK, COMMENCING ON THE DAY AND MONTH SPECIFIED IN THE AGREEMENT, CONTRACTOR SHALL SUBMIT TO THE CONTRACT OFFICER A COMPLETE ITEMIZED STATEMENT OF ALL LABOR AND MATERIALS INCORPORATED INTO THE WORK DURING THE PRECEDING MONTH AND THE PORTION OF THE CONTRACT SUM APPLICABLE THERETO. UPON APPROVAL IN WRITING BY THE CONTRACT OFFICER, PAYMENT SHALL BE MADE IN THIRTY (30) DAYS. CITY SHALL PAY CONTRACTOR A SUM BASED UPON NINETY PERCENT (90%) OF THE CONTRACT PRICE APPORTIONMENT OF THE LABOR AND MATERIALS INCORPORATED INTO THE WORK UNDER THE CONTRACT DURING THE MONTH COVERED BY SAID STATEMENT. THE REMAINING TEN PERCENT (10%) THEREOF SHALL BE RETAINED AS PERFORMANCE SECURITY. REFER TO SECTION 7.3 OF THIS AGREEMENT FOR RETENTION OF FUNDS.

1-2 3. PERFORMANCE SCHEDULE

1-2.01 3.1 TIME OF ESSENCE - TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT.

1-2.02 3.2 SCHEDULE OF PERFORMANCE - CONTRACTOR SHALL COMMENCE THE SERVICES PURSUANT TO THIS AGREEMENT UPON RECEIPT OF A WRITTEN NOTICE TO PROCEED AND SHALL PERFORM ALL SERVICES WITHIN THE TIME PERIOD(S) ESTABLISHED IN THE "SCHEDULE OF PERFORMANCE" ATTACHED HERETO AS EXHIBIT "B", , AND INCORPORATED HEREIN BY THIS REFERENCE. WHEN REQUESTED BY THE CONTRACTOR, EXTENSIONS TO THE TIME PERIOD(S) SPECIFIED IN THE SCOPE OF SERVICES MAY BE APPROVED IN WRITING BY THE CONTRACT OFFICER.

1-2.03 3.3 FORCE MAJUERE - THE TIME PERIOD(S) SPECIFIED IN THE SCOPE OF SERVICES FOR PERFORMANCE OF THE SERVICES RENDERED PURSUANT TO THIS AGREEMENT SHALL BE EXTENDED BECAUSE OF ANY DELAYS DUE TO UNFORESEEABLE CAUSES BEYOND THE CONTROL AND WITHOUT THE FAULT OR NEGLIGENCE OF THE CONTRACTOR, INCLUDING, BUT NOT RESTRICTED TO, ACTS OF GOD OR OF THE PUBLIC ENEMY, UNUSUALLY SEVERE WEATHER, FIRES, EARTHQUAKES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, RIOTS, STRIKES, FREIGHT EMBARGOES, WARS, LITIGATION, AND/OR ACTS OF ANY GOVERNMENTAL AGENCY, INCLUDING THE CITY, IF THE CONTRACTOR SHALL WITHIN TEN (10) DAYS OF THE COMMENCEMENT OF SUCH DELAY NOTIFY THE CONTRACT OFFICER IN WRITING OF THE CAUSES FOR THE DELAY. THE CONTRACT OFFICER SHALL ASCERTAIN THE FACTS AND THE EXTENT OF DELAY, AND EXTEND THE TIME FOR PERFORMING THE SERVICES FOR THE PERIOD OF THE ENFORCED DELAY WHEN AND IF IN THE JUDGMENT OF THE CONTRACT OFFICER SUCH DELAY IS JUSTIFIED. THE CONTRACT OFFICER'S DETERMINATION SHALL BE FINAL AND CONCLUSIVE UPON THE PARTIES TO THIS AGREEMENT.

1-2.04 3.4 TERM - UNLESS EARLIER TERMINATED IN ACCORDANCE WITH SECTION 7.8 OF THIS AGREEMENT, THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL FINAL APPROVAL AND ACCEPTANCE OF THE PROJECT BY THE CONTRACT OFFICER.

1-2.05 4. COORDINATION OF WORK

1-2.06 4.1 REPRESENTATIVE OF CONTRACTOR - THE FOLLOWING PRINCIPALS OF CONTRACTOR ARE HEREBY DESIGNATED AS BEING THE PRINCIPALS AND REPRESENTATIVES OF CONTRACTOR AUTHORIZED TO ACT IN ITS BEHALF WITH RESPECT TO THE WORK SPECIFIED HEREIN AND MAKE ALL DECISIONS IN CONNECTION THEREWITH:

1-2.07 IT IS EXPRESSLY UNDERSTOOD THAT THE EXPERIENCE, KNOWLEDGE, CAPABILITY AND REPUTATION OF THE FOREGOING PRINCIPALS WERE A SUBSTANTIAL INDUCEMENT FOR CITY TO ENTER INTO THIS AGREEMENT. THEREFORE, THE FOREGOING PRINCIPALS SHALL BE RESPONSIBLE DURING THE TERM OF THIS AGREEMENT FOR DIRECTING ALL ACTIVITIES OF CONTRACTOR AND DEVOTING SUFFICIENT TIME TO PERSONALLY SUPERVISE THE SERVICES HEREUNDER. FOR PURPOSES OF THIS AGREEMENT, THE FOREGOING PRINCIPALS MAY NOT BE REPLACED NOR MAY

THEIR RESPONSIBILITIES BE SUBSTANTIALLY REDUCED BY CONTRACTOR WITHOUT THE EXPRESS WRITTEN APPROVAL OF CITY.

1-2.08 4.2 CONTRACT OFFICER - THE CONTRACT OFFICER SHALL BE SUCH PERSON AS MAY BE DESIGNATED BY THE CITY MANAGER OR CITY ENGINEER OF CITY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ASSURE THAT THE CONTRACT OFFICER IS KEPT INFORMED OF THE PROGRESS OF THE PERFORMANCE OF THE SERVICES AND THE CONTRACTOR SHALL REFER ANY DECISIONS THAT MUST BE MADE BY CITY TO THE CONTRACT OFFICER. UNLESS OTHERWISE SPECIFIED HEREIN, ANY APPROVAL OF CITY REQUIRED HEREUNDER SHALL MEAN THE APPROVAL OF THE CONTRACT OFFICER. THE CONTRACT OFFICER SHALL HAVE AUTHORITY TO SIGN ALL DOCUMENTS ON BEHALF OF THE CITY REQUIRED HEREUNDER TO CARRY OUT THE TERMS OF THIS AGREEMENT.

1-2.09 4.3 PROHIBITION AGAINST ASSIGNMENT - THE EXPERIENCE, KNOWLEDGE, CAPABILITY AND REPUTATION OF CONTRACTOR, ITS PRINCIPALS AND EMPLOYEES WERE A SUBSTANTIAL INDUCEMENT FOR THE CITY TO ENTER INTO THIS AGREEMENT. NEITHER THIS AGREEMENT NOR ANY INTEREST HEREIN MAY BE TRANSFERRED, ASSIGNED, CONVEYED, HYPOTHECATED OR ENCUMBERED VOLUNTARILY OR BY OPERATION OF LAW, WHETHER FOR THE BENEFIT OF CREDITORS OR OTHERWISE, WITHOUT THE PRIOR WRITTEN APPROVAL OF CITY. TRANSFERS RESTRICTED HEREUNDER SHALL INCLUDE THE TRANSFER TO ANY PERSON OR GROUP OF PERSONS ACTING IN CONCERT OF MORE THAN TWENTY FIVE PERCENT (25%) OF THE PRESENT OWNERSHIP AND/OR CONTROL OF CONTRACTOR, TAKING ALL TRANSFERS INTO ACCOUNT ON A CUMULATIVE BASIS. IN THE EVENT OF ANY SUCH UNAPPROVED TRANSFER, INCLUDING ANY BANKRUPTCY PROCEEDING, THIS AGREEMENT SHALL BE VOID. NO APPROVED TRANSFER SHALL RELEASE THE CONTRACTOR OR ANY SURETY OF CONTRACTOR OF ANY LIABILITY HEREUNDER WITHOUT THE EXPRESS CONSENT OF CITY.

1-2.10 4.4 INDEPENDENT CONTRACTOR - NEITHER THE CITY NOR ANY OF ITS EMPLOYEES SHALL HAVE ANY CONTROL OVER THE MANNER, MODE OR MEANS BY WHICH CONTRACTOR, ITS SUBCONTRACTORS, AGENTS OR EMPLOYEES, PERFORMS THE SERVICES REQUIRED HEREIN, EXCEPT AS OTHERWISE SET FORTH HEREIN. CITY SHALL HAVE NO VOICE IN THE SELECTION, DISCHARGE, SUPERVISION OR CONTROL OF CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS, SERVANTS, REPRESENTATIVES OR AGENTS, OR IN FIXING THEIR NUMBER, COMPENSATION OR HOURS OF SERVICE. CONTRACTOR SHALL PERFORM ALL SERVICES REQUIRED HEREIN AS AN INDEPENDENT CONTRACTOR OF CITY AND SHALL REMAIN AT ALL TIMES AS TO CITY A WHOLLY INDEPENDENT CONTRACTOR WITH ONLY SUCH OBLIGATIONS AS ARE CONSISTENT WITH THAT ROLE. CONTRACTOR SHALL NOT AT ANY TIME OR IN ANY MANNER REPRESENT THAT IT OR ANY OF ITS SUBCONTRACTORS, AGENTS OR EMPLOYEES ARE AGENTS OR EMPLOYEES OF CITY. CITY SHALL NOT IN ANY WAY OR FOR ANY PURPOSE BECOME OR BE DEEMED TO BE A PARTNER OF CONTRACTOR IN ITS BUSINESS OR OTHERWISE

OR A JOINT VENTURE OR A MEMBER OF ANY JOINT ENTERPRISE WITH CONTRACTOR.

1-2.11 4.5 IDENTITY OF PERSONS PERFORMING WORK - CONTRACTOR REPRESENTS THAT IT EMPLOYS OR WILL EMPLOY AT ITS OWN EXPENSE ALL PERSONNEL REQUIRED FOR THE SATISFACTORY PERFORMANCE OF ANY AND ALL TASKS AND SERVICES SET FORTH HEREIN. CONTRACTOR REPRESENTS THAT THE TASKS AND SERVICES REQUIRED HEREIN WILL BE PERFORMED BY CONTRACTOR OR UNDER ITS DIRECT SUPERVISION, AND THAT ALL PERSONNEL ENGAGED IN SUCH WORK SHALL BE FULLY QUALIFIED AND SHALL BE AUTHORIZED AND PERMITTED UNDER APPLICABLE STATE AND LOCAL LAW TO PERFORM SUCH TASKS AND SERVICES.

1-2.12 4.6 UTILITY RELOCATION - CITY IS RESPONSIBLE FOR REMOVAL, RELOCATION, OR PROTECTION OF EXISTING MAIN OR TRUNKLINE UTILITIES TO THE EXTENT SUCH UTILITIES WERE NOT IDENTIFIED IN THE INVITATION FOR BIDS OR SPECIFICATIONS. CITY SHALL REIMBURSE CONTRACTOR FOR ANY COSTS INCURRED IN LOCATING, REPAIRING DAMAGE NOT CAUSED BY CONTRACTOR AND REMOVING OR RELOCATING SUCH UNIDENTIFIED UTILITY FACILITIES, INCLUDING EQUIPMENT IDLED DURING SUCH WORK. CONTRACTOR SHALL NOT BE ASSESSED LIQUIDATED DAMAGES FOR DELAY ARISING FROM THE REMOVAL OR RELOCATION OF SUCH UNIDENTIFIED UTILITY FACILITIES.

4.7 Trenches or Excavations - Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.9 of this Agreement.

(c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any

part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1-3 5. INSURANCE, INDEMNIFICATION AND BONDS

1-3.01 5.1 INSURANCE - THE CONTRACTOR SHALL PROCURE AND MAINTAIN, AT ITS SOLE COST AND EXPENSE, IN A FORM AND CONTENT SATISFACTORY TO CITY, DURING THE ENTIRE TERM OF THIS AGREEMENT INCLUDING ANY EXTENSION THEREOF, THE FOLLOWING POLICIES OF INSURANCE:

Coverage (Check if applicable)	Minimum Limits
(Comprehensive General Liability Insurance (including premises and operations)	\$1,000,000 per occurrence combined single limit
(Contractual Liability Insurance Products Liability Insurance	\$1,000,000 limit
(Comprehensive Automobile Liability Insurance (includes owned, non-owned, and hired automobile hazard)	\$1,000,000 per occurrence combined single limit
(Errors and Omissions Insurance (providing for a one year discovery period)	\$1,000,000 limit
(Workers' Compensation/Employers' Liability Insurance	\$1,000,000 per occurrence

Conditions:

In accordance with Public Contract Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the City Engineer, City of Colusa, 401 E. Chapman Ave., Colusa, California 92870.

Any insurance maintained by the City of Colusa shall apply in excess of and not combined with insurance provided by this policy.

The City of Colusa, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

1-3.02 EACH CONTRACT BETWEEN THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL REQUIRE THE SUBCONTRACTOR TO MAINTAIN THE SAME POLICIES OF INSURANCE THAT THE CONTRACTOR IS REQUIRED TO MAINTAIN PURSUANT TO THIS SECTION 5.1.

1-3.03 5.2 INDEMNIFICATION - CONTRACTOR SHALL INDEMNIFY THE CITY OF COLUSA, ITS OFFICERS, AGENTS AND EMPLOYEES

AGAINST, AND WILL HOLD AND SAVE THEM AND EACH OF THEM HARMLESS FROM, ANY AND ALL ACTIONS, SUITS, CLAIMS, DAMAGES TO PERSONS OR PROPERTY, LOSSES, COSTS, PENALTIES, OBLIGATIONS, ERRORS, OMISSIONS OR LIABILITIES, (HEREIN "CLAIMS OR LIABILITIES") THAT MAY BE ASSERTED OR CLAIMED BY ANY PERSON, FIRM OR ENTITY ARISING OR ALLEGED TO ARISE OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK, OPERATIONS OR ACTIVITIES OF CONTRACTOR, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, OR INVITEES, PROVIDED FOR HEREIN, OR ARISING OR ALLEGED TO ARISE FROM THE NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR HEREUNDER, OR ARISING OR ALLEGED TO ARISE FROM CONTRACTOR'S PERFORMANCE OF OR FAILURE TO PERFORM ANY TERM, PROVISION, COVENANT OR CONDITION OF THIS AGREEMENT, BUT EXCLUDING SUCH CLAIMS OR LIABILITIES OR PORTION OF SUCH CLAIMS OR LIABILITIES ARISING OR ALLEGED TO ARISE FROM THE WILLFUL MISCONDUCT OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES, AND IN CONNECTION THEREWITH:

1-3.03.A (A) CONTRACTOR WILL DEFEND ANY ACTION OR ACTIONS FILED IN CONNECTION WITH ANY OF SAID CLAIMS OR LIABILITIES AND WILL PAY ALL COSTS AND EXPENSES, INCLUDING LEGAL COSTS AND ATTORNEYS' FEES INCURRED IN CONNECTION THEREWITH;

1-3.03.B (B) CONTRACTOR WILL PROMPTLY PAY ANY JUDGMENT RENDERED AGAINST THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES FOR ANY SUCH CLAIMS OR LIABILITIES ARISING OR ALLEGED TO ARISE OUT OF OR IN CONNECTION WITH CONTRACTOR'S (OR ITS AGENTS', EMPLOYEES', SUBCONTRACTORS' OR INVITEES') NEGLIGENT PERFORMANCE OF OR FAILURE TO PERFORM SUCH WORK, OPERATIONS OR ACTIVITIES HEREUNDER; AND CONTRACTOR AGREES TO SAVE AND HOLD THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS THEREFROM;

1-3.03.C (C) IN THE EVENT THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES IS MADE A PARTY TO ANY ACTION OR PROCEEDING FILED OR PROSECUTED AGAINST CONTRACTOR FOR SUCH DAMAGES OR OTHER CLAIMS ARISING OR ALLEGED TO ARISE OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF OR FAILURE TO PERFORM THE WORK, OPERATION OR ACTIVITIES OF CONTRACTOR HEREUNDER, CONTRACTOR SHALL PAY TO THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES, ANY AND ALL COSTS AND EXPENSES INCURRED BY THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES IN SUCH ACTION OR PROCEEDING, INCLUDING BUT NOT LIMITED TO, LEGAL COSTS AND ATTORNEYS' FEES FOR COUNSEL ACCEPTABLE TO CITY.

1-3.03.D (D) CONTRACTOR'S DUTY TO DEFEND AND INDEMNIFY AS SET OUT IN THIS SECTION 5.2 SHALL INCLUDE ANY CLAIMS, LIABILITIES, OBLIGATIONS, LOSSES, DEMANDS, ACTIONS, PENALTIES, SUITS, COSTS, EXPENSES OR DAMAGES OR INJURY TO PERSONS OR PROPERTY ARISING OR ALLEGED TO ARISE FROM, IN CONNECTION WITH, AS A CONSEQUENCE OF OR PURSUANT TO ANY STATE OR FEDERAL LAW OR REGULATION REGARDING HAZARDOUS SUBSTANCES, INCLUDING BUT NOT LIMITED TO THE FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT ("FIFRA"), COMPREHENSIVE ENVIRONMENTAL RESPONSE,

COMPENSATION AND LIABILITY ACT OF 1980 ("CERCLA"), RESOURCE CONSERVATION AND RECOVERY ACT OF 1976 ("RCRA"), THE HAZARDOUS AND SOLID WASTE AMENDMENTS OF 1984, THE HAZARDOUS MATERIAL TRANSPORTATION ACT, THE TOXIC SUBSTANCES CONTROL ACT, THE CLEAN AIR ACT, THE CLEAN WATER ACT, THE CALIFORNIA HAZARDOUS SUBSTANCE ACCOUNT ACT, THE CALIFORNIA HAZARDOUS WASTE CONTROL LAW OR THE PORTER-COLOGNE WATER QUALITY CONTROL ACT, AS ANY OF THOSE STATUTES MAY BE AMENDED FROM TIME TO TIME.

The Contractor's indemnification obligations pursuant to this Section 5.2 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

1-3.04 5.3 LABOR AND MATERIALS AND PERFORMANCE BONDS – CONCURRENTLY WITH EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL DELIVER TO CITY A LABOR AND MATERIALS BOND AND A PERFORMANCE BOND EACH IN THE SUM OF THE AMOUNT OF THIS AGREEMENT, IN THE FORMS PROVIDED BY THE CITY CLERK, WHICH SECURES THE FAITHFUL PERFORMANCE OF THIS AGREEMENT. THE BONDS SHALL CONTAIN THE ORIGINAL NOTARIZED SIGNATURE OF AN AUTHORIZED OFFICER OF THE SURETY AND AFFIXED THERETO SHALL BE A CERTIFIED AND CURRENT COPY OF HIS POWER OF ATTORNEY. THE BONDS SHALL BE UNCONDITIONAL AND REMAIN IN FORCE DURING THE ENTIRE TERM OF THE AGREEMENT AND SHALL BE NULL AND VOID ONLY IF THE CONTRACTOR PROMPTLY AND FAITHFULLY PERFORMS ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

1-3.05 5.4 SUFFICIENCY OF INSURER OR SURETY - INSURANCE OR BONDS REQUIRED BY THIS AGREEMENT SHALL BE SATISFACTORY ONLY IF ISSUED BY COMPANIES QUALIFIED TO DO BUSINESS IN CALIFORNIA, RATED "A" OR BETTER IN THE MOST RECENT EDITION OF BEST RATING GUIDE, THE KEY RATING GUIDE OR IN THE FEDERAL REGISTER, AND ONLY IF THEY ARE OF A FINANCIAL CATEGORY CLASS VII OR BETTER, UNLESS SUCH REQUIREMENTS ARE WAIVED BY THE RISK MANAGER OF THE CITY DUE TO UNIQUE CIRCUMSTANCES. IN THE EVENT THE RISK MANAGER OF CITY ("RISK MANAGER") DETERMINES THAT THE WORK OR SERVICES TO BE PERFORMED UNDER THIS AGREEMENT CREATES AN INCREASED RISK OF LOSS TO THE CITY, THE CONTRACTOR AGREES THAT THE MINIMUM LIMITS OF THE INSURANCE POLICIES AND THE PERFORMANCE BOND REQUIRED BY THIS SECTION 5 MAY BE CHANGED ACCORDINGLY UPON RECEIPT OF WRITTEN NOTICE FROM THE RISK MANAGER; PROVIDED THAT THE CONTRACTOR SHALL HAVE THE RIGHT TO APPEAL A DETERMINATION OF INCREASED COVERAGE BY THE RISK MANAGER TO THE CITY COUNCIL OF CITY WITHIN TEN (10) DAYS OF RECEIPT OF NOTICE FROM THE RISK MANAGER.

1-3.06 5.5 SUBSTITUTION OF SECURITIES - PURSUANT TO CALIFORNIA PUBLIC CONTRACT CODE SECTION 22300, SUBSTITUTION OF ELIGIBLE EQUIVALENT SECURITIES FOR ANY MONEYS WITHHELD TO ENSURE PERFORMANCE UNDER THE CONTRACT FOR THE WORK TO BE

PERFORMED WILL BE PERMITTED AT THE REQUEST AND EXPENSE OF THE SUCCESSFUL BIDDER.

1-4

6. RECORDS AND REPORTS

1-4.01 6.1 REPORTS - CONTRACTOR SHALL PERIODICALLY PREPARE AND SUBMIT TO THE CONTRACT OFFICER SUCH REPORTS CONCERNING THE PERFORMANCE OF THE SERVICES REQUIRED BY THIS AGREEMENT AS THE CONTRACT OFFICER SHALL REQUIRE. CONTRACTOR HEREBY ACKNOWLEDGES THAT THE CITY IS GREATLY CONCERNED ABOUT THE COST OF WORK AND SERVICES TO BE PERFORMED PURSUANT TO THIS AGREEMENT. FOR THIS REASON, CONTRACTOR AGREES THAT IF CONTRACTOR BECOMES AWARE OF ANY FACTS, CIRCUMSTANCES, TECHNIQUES, OR EVENTS THAT MAY OR WILL MATERIALLY INCREASE OR DECREASE THE COST OF THE WORK OR SERVICES CONTEMPLATED HEREIN OR, IF CONTRACTOR IS PROVIDING DESIGN SERVICES, THE COST OF THE PROJECT BEING DESIGNED, CONTRACTOR SHALL PROMPTLY NOTIFY THE CONTRACT OFFICER OF SAID FACT, CIRCUMSTANCE, TECHNIQUE OR EVENT AND THE ESTIMATED INCREASED OR DECREASED COST RELATED THERETO AND, IF CONTRACTOR IS PROVIDING DESIGN SERVICES, THE ESTIMATED INCREASED OR DECREASED COST ESTIMATE FOR THE PROJECT BEING DESIGNED.

1-4.02 6.2 RECORDS - CONTRACTOR SHALL KEEP, AND REQUIRE SUBCONTRACTORS TO KEEP, SUCH BOOKS AND RECORDS (INCLUDING BUT NOT LIMITED TO PAYROLL RECORDS AS REQUIRED HEREIN) AS SHALL BE NECESSARY TO PERFORM THE SERVICES REQUIRED BY THIS AGREEMENT AND ENABLE THE CONTRACT OFFICER TO EVALUATE THE PERFORMANCE OF SUCH SERVICES. THE CONTRACT OFFICER SHALL HAVE FULL AND FREE ACCESS TO SUCH BOOKS AND RECORDS AT ALL TIMES DURING NORMAL BUSINESS HOURS OF CITY, INCLUDING THE RIGHT TO INSPECT, COPY, AUDIT AND MAKE RECORDS AND TRANSCRIPTS FROM SUCH RECORDS. SUCH RECORDS SHALL BE MAINTAINED FOR A PERIOD OF THREE (3) YEARS FOLLOWING COMPLETION OF THE SERVICES HEREUNDER, AND THE CITY SHALL HAVE ACCESS TO SUCH RECORDS IN THE EVENT ANY AUDIT IS REQUIRED.

1-4.03 6.3 OWNERSHIP OF DOCUMENTS - ALL DRAWINGS, SPECIFICATIONS, REPORTS, RECORDS, DOCUMENTS AND OTHER MATERIALS PREPARED BY CONTRACTOR, ITS EMPLOYEES, SUBCONTRACTORS AND AGENTS IN THE PERFORMANCE OF THIS AGREEMENT SHALL BE THE PROPERTY OF CITY AND SHALL BE DELIVERED TO CITY UPON REQUEST OF THE CONTRACT OFFICER OR UPON THE TERMINATION OF THIS AGREEMENT, AND CONTRACTOR SHALL HAVE NO CLAIM FOR FURTHER EMPLOYMENT OR ADDITIONAL COMPENSATION AS A RESULT OF THE EXERCISE BY CITY OF ITS FULL RIGHTS OF OWNERSHIP OF THE DOCUMENTS AND MATERIALS HEREUNDER. CONTRACTOR MAY RETAIN COPIES OF SUCH DOCUMENTS FOR

ITS OWN USE. CONTRACTOR SHALL HAVE AN UNRESTRICTED RIGHT TO USE THE CONCEPTS EMBODIED THEREIN. ALL SUBCONTRACTORS SHALL PROVIDE FOR ASSIGNMENT TO CITY OF ANY DOCUMENTS OR MATERIALS PREPARED BY THEM, AND IN THE EVENT CONTRACTOR FAILS TO SECURE SUCH ASSIGNMENT, CONTRACTOR SHALL INDEMNIFY CITY FOR ALL DAMAGES RESULTING THEREFROM.

1-5 7. ENFORCEMENT OF AGREEMENT

1-5.01 7.1 CALIFORNIA LAW - THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED BOTH AS TO VALIDITY AND TO PERFORMANCE OF THE PARTIES IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. LEGAL ACTIONS CONCERNING ANY DISPUTE, CLAIM OR MATTER ARISING OUT OF OR IN RELATION TO THIS AGREEMENT SHALL BE INSTITUTED IN THE SUPERIOR COURT OF THE COUNTY OF COLUSA, STATE OF CALIFORNIA, OR ANY OTHER APPROPRIATE COURT IN SUCH COUNTY, AND CONTRACTOR COVENANTS AND AGREES TO SUBMIT TO THE PERSONAL JURISDICTION OF SUCH COURT IN THE EVENT OF SUCH ACTION.

1-5.02 7.2 DISPUTES - IN THE EVENT EITHER PARTY FAILS TO PERFORM ITS OBLIGATIONS HEREUNDER, THE NONDEFAULTING PARTY SHALL PROVIDE THE DEFAULTING PARTY WRITTEN NOTICE OF SUCH DEFAULT. THE DEFAULTING PARTY SHALL HAVE TEN (10) DAYS TO CURE THE DEFAULT; PROVIDED THAT, IF THE DEFAULT IS NOT REASONABLY SUSCEPTIBLE TO BEING CURED WITHIN SAID TEN (10) DAY PERIOD, THE DEFAULTING PARTY SHALL HAVE A REASONABLE TIME TO CURE THE DEFAULT, NOT TO EXCEED A MAXIMUM OF THIRTY (30) DAYS, SO LONG AS THE DEFAULTING PARTY COMMENCES TO CURE SUCH DEFAULT WITHIN TEN (10) DAYS OF SERVICE OF SUCH NOTICE AND DILIGENTLY PROSECUTES THE CURE TO COMPLETION; PROVIDED FURTHER THAT IF THE DEFAULT IS AN IMMEDIATE DANGER TO THE HEALTH, SAFETY AND GENERAL WELFARE, THE DEFAULTING PARTY SHALL TAKE SUCH IMMEDIATE ACTION AS MAY BE NECESSARY. NOTWITHSTANDING THE FOREGOING, THE NONDEFAULTING PARTY MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, GRANT A LONGER CURE PERIOD. SHOULD THE DEFAULTING PARTY FAIL TO CURE THE DEFAULT WITHIN THE TIME PERIOD PROVIDED IN THIS SECTION, THE NONDEFAULTING PARTY SHALL HAVE THE RIGHT, IN ADDITION TO ANY OTHER RIGHTS THE NONDEFAULTING PARTY MAY HAVE AT LAW OR IN EQUITY, TO TERMINATE THIS AGREEMENT. COMPLIANCE WITH THE PROVISIONS OF THIS SECTION 7.2 SHALL BE A CONDITION PRECEDENT TO BRINGING ANY LEGAL ACTION, AND SUCH COMPLIANCE SHALL NOT BE A WAIVER OF ANY PARTY'S RIGHT TO TAKE LEGAL ACTION IN THE EVENT THAT THE DISPUTE IS NOT CURED.

1-5.03 7.3 RETENTION OF FUNDS - PROGRESS PAYMENTS SHALL BE MADE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 2.2 OF THIS AGREEMENT. IN ACCORDANCE WITH SAID SECTION, CITY SHALL PAY CONTRACTOR A SUM BASED UPON NINETY-FIVE PERCENT (95%) OF THE CONTRACT PRICE APPORTIONMENT OF THE LABOR AND MATERIALS INCORPORATED INTO THE WORK UNDER THE CONTRACT DURING THE

MONTH COVERED BY SAID STATEMENT. THE REMAINING FIVE PERCENT (5%) THEREOF SHALL BE RETAINED AS PERFORMANCE SECURITY TO BE PAID TO THE CONTRACTOR WITHIN SIXTY (60) DAYS AFTER FINAL ACCEPTANCE OF THE WORK BY THE CITY COUNCIL, AFTER CONTRACTOR SHALL HAVE FURNISHED CITY WITH A RELEASE OF ALL UNDISPUTED CONTRACT AMOUNTS IF REQUIRED BY CITY. IN THE EVENT THERE ARE ANY CLAIMS SPECIFICALLY EXCLUDED BY CONTRACTOR FROM THE OPERATION OF THE RELEASE, THE CITY MAY RETAIN PROCEEDS (PER PUBLIC CONTRACT CODE 7107) OF UP TO 150% OF THE AMOUNT IN DISPUTE. CITY'S FAILURE TO DEDUCT OR WITHHOLD SHALL NOT AFFECT CONTRACTOR'S OBLIGATIONS HEREUNDER.

1-5.04 7.4 WAIVER - NO DELAY OR OMISSION IN THE EXERCISE OF ANY RIGHT OR REMEDY BY A NONDEFAULTING PARTY ON ANY DEFAULT SHALL IMPAIR SUCH RIGHT OR REMEDY OR BE CONSTRUED AS A WAIVER. A PARTY'S CONSENT TO OR APPROVAL OF ANY ACT BY THE OTHER PARTY REQUIRING THE PARTY'S CONSENT OR APPROVAL SHALL NOT BE DEEMED TO WAIVE OR RENDER UNNECESSARY THE OTHER PARTY'S CONSENT TO OR APPROVAL OF ANY SUBSEQUENT ACT. ANY WAIVER BY EITHER PARTY OF ANY DEFAULT MUST BE IN WRITING AND SHALL NOT BE A WAIVER OF ANY OTHER DEFAULT CONCERNING THE SAME OR ANY OTHER PROVISION OF THIS AGREEMENT.

1-5.05 7.5 RIGHTS AND REMEDIES ARE CUMULATIVE EXCEPT WITH RESPECT TO RIGHTS AND REMEDIES EXPRESSLY DECLARED TO BE EXCLUSIVE IN THIS AGREEMENT, THE RIGHTS AND REMEDIES OF THE PARTIES ARE CUMULATIVE AND THE EXERCISE BY EITHER PARTY OF ONE OR MORE OF SUCH RIGHTS OR REMEDIES SHALL NOT PRECLUDE THE EXERCISE BY IT, AT THE SAME OR DIFFERENT TIMES, OF ANY OTHER RIGHTS OR REMEDIES FOR THE SAME DEFAULT OR ANY OTHER DEFAULT BY THE OTHER PARTY.

1-5.06 7.6 LEGAL ACTION - IN ADDITION TO ANY OTHER RIGHTS OR REMEDIES, EITHER PARTY MAY TAKE LEGAL ACTION, LAW OR IN EQUITY, TO CURE, CORRECT OR REMEDY ANY DEFAULT, TO RECOVER DAMAGES FOR ANY DEFAULT, TO COMPEL SPECIFIC PERFORMANCE OF THIS AGREEMENT, TO OBTAIN DECLARATORY OR INJUNCTIVE RELIEF, OR TO OBTAIN ANY OTHER REMEDY CONSISTENT WITH THE PURPOSES OF THIS AGREEMENT.

1-5.07 7.7 LIQUIDATED DAMAGES - SINCE THE DETERMINATION OF ACTUAL DAMAGES FOR ANY DELAY IN PERFORMANCE OF THIS AGREEMENT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICAL TO DETERMINE IN THE EVENT OF A BREACH OF THIS AGREEMENT, THE CONTRACTOR AND ITS SURETIES SHALL BE LIABLE FOR AND SHALL PAY TO THE CITY FIVE HUNDRED DOLLARS (\$500) AS LIQUIDATED DAMAGES FOR EACH WORKING DAY OF DELAY IN THE PERFORMANCE OF ANY SERVICE REQUIRED HEREUNDER, AS SPECIFIED IN THE SCOPE OF SERVICES (EXHIBIT "A") OR "SCHEDULE OF PERFORMANCE" (EXHIBIT B). THE CITY MAY WITHHOLD FROM

ANY MONEYS PAYABLE ON ACCOUNT OF SERVICES PERFORMED BY THE CONTRACTOR ANY ACCRUED LIQUIDATED DAMAGES.

1-5.08 7.8 TERMINATION FOR DEFAULT OF CONTRACTOR

- IF TERMINATION IS DUE TO THE FAILURE OF THE CONTRACTOR TO FULFILL ITS OBLIGATIONS UNDER THIS AGREEMENT, CONTRACTOR SHALL VACATE ANY CITY OWNED PROPERTY WHICH CONTRACTOR IS PERMITTED TO OCCUPY HEREUNDER AND CITY MAY, AFTER COMPLIANCE WITH THE PROVISIONS OF SECTION 7.2, TAKE OVER THE WORK AND PROSECUTE THE SAME TO COMPLETION BY CONTRACT OR OTHERWISE, AND THE CONTRACTOR SHALL BE LIABLE TO THE EXTENT THAT THE TOTAL COST FOR COMPLETION OF THE SERVICES REQUIRED HEREUNDER EXCEEDS THE COMPENSATION HEREIN STIPULATED (PROVIDED THAT THE CITY SHALL USE REASONABLE EFFORTS TO MITIGATE SUCH DAMAGES), AND CITY MAY WITHHOLD ANY PAYMENTS TO THE CONTRACTOR FOR THE PURPOSE OF SETOFF OR PARTIAL PAYMENT OF THE AMOUNTS OWED THE CITY AS PREVIOUSLY STATED.

1-6 8. CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

1-6.01 8.1 NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES - NO OFFICER OR EMPLOYEE OF THE CITY SHALL BE PERSONALLY LIABLE TO THE CONTRACTOR, OR ANY SUCCESSOR IN INTEREST, IN THE EVENT OF ANY DEFAULT OR BREACH BY THE CITY OR FOR ANY AMOUNT WHICH MAY BECOME DUE TO THE CONTRACTOR OR TO ITS SUCCESSOR, OR FOR BREACH OF ANY OBLIGATION OF THE TERMS OF THIS AGREEMENT.

1-6.02 8.2 CONFLICT OF INTEREST - THE CONTRACTOR WARRANTS THAT IT HAS NOT PAID OR GIVEN AND WILL NOT PAY OR GIVE ANY THIRD PARTY ANY MONEY OR OTHER CONSIDERATION FOR OBTAINING THIS AGREEMENT.

8.3 Covenant Against Discrimination - Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

1-7 9. MISCELLANEOUS PROVISIONS

1-7.01 9.1 NOTICE - ANY NOTICE, DEMAND, REQUEST, DOCUMENT, CONSENT, APPROVAL, OR COMMUNICATION EITHER PARTY DESIRES OR IS REQUIRED TO GIVE TO THE OTHER PARTY OR ANY OTHER PERSON SHALL BE IN WRITING AND SHALL BE DEEMED TO BE GIVEN WHEN

SERVED PERSONALLY OR DEPOSITED IN THE US MAIL, PREPAID, FIRST-CLASS MAIL, RETURN RECEIPT REQUESTED, ADDRESSED AS FOLLOWS:

To City: City of Colusa
 425 Webster Street
 Colusa, California 95932
 Attn.:

To Contractor:

1-7.02 9.2 INTERPRETATION - THE TERMS OF THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE MEANING OF THE LANGUAGE USED AND SHALL NOT BE CONSTRUED FOR OR AGAINST EITHER PARTY BY REASON OF THE AUTHORSHIP OF THIS AGREEMENT OR ANY OTHER RULE OF CONSTRUCTION WHICH MIGHT OTHERWISE APPLY.

1-7.03 9.3 INTEGRATION; AMENDMENT IT IS UNDERSTOOD THAT THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES HERETO AFFECTING THIS AGREEMENT AND THIS AGREEMENT SUPERSEDES AND CANCELS ANY AND ALL PREVIOUS NEGOTIATIONS, ARRANGEMENTS, AGREEMENTS AND UNDERSTANDINGS, IF ANY, BETWEEN THE PARTIES, AND NONE SHALL BE USED TO INTERPRET THIS AGREEMENT. THIS AGREEMENT MAY BE AMENDED AT ANY TIME BY THE MUTUAL CONSENT OF THE PARTIES BY AN INSTRUMENT IN WRITING.

1-7.04 9.4 SEVERABILITY. IN THE EVENT THAT ANY ONE OR MORE OF THE PHRASES, SENTENCES, CLAUSES, PARAGRAPHS, OR SECTIONS CONTAINED IN THIS AGREEMENT SHALL BE DECLARED INVALID OR UNENFORCEABLE BY A VALID JUDGMENT OR DECREE OF A COURT OF COMPETENT JURISDICTION, SUCH INVALIDITY OR UNENFORCEABILITY SHALL NOT AFFECT ANY OF THE REMAINING PHRASES, SENTENCES, CLAUSES, PARAGRAPHS, OR SECTIONS OF THIS AGREEMENT WHICH ARE HEREBY DECLARED AS SEVERABLE AND SHALL BE INTERPRETED TO CARRY OUT THE INTENT OF THE PARTIES HEREUNDER UNLESS THE INVALID PROVISION IS SO MATERIAL THAT ITS INVALIDITY DEPRIVES EITHER PARTY OF THE BASIC BENEFIT OF THEIR BARGAIN OR RENDERS THIS AGREEMENT MEANINGLESS.

1-7.05 9.5 HIRING OF ILLEGAL ALIENS PROHIBITED - CONTRACTOR SHALL NOT HIRE OR EMPLOY ANY PERSON TO PERFORM WORK

WITHIN THE CITY OF COLUSA OR ALLOW ANY PERSON TO PERFORM WORK REQUIRED UNDER THIS AGREEMENT UNLESS SUCH PERSON IS PROPERLY DOCUMENTED AND LEGALLY ENTITLED TO BE EMPLOYED WITHIN THE UNITED STATES.

9.6 UNFAIR BUSINESS PRACTICES CLAIMS - IN ENTERING INTO A PUBLIC WORKS CONTRACT OR A SUBCONTRACT TO SUPPLY GOODS, SERVICES OR MATERIALS PURSUANT TO A PUBLIC WORKS CONTRACT, THE CONTRACTOR OR SUBCONTRACTOR OFFERS AND AGREES TO ASSIGN TO THE AWARDBODY ALL RIGHTS, TITLE, AND INTEREST IN AND TO ALL CAUSES OF ACTION IT MAY HAVE UNDER SECTION 4 OF THE CLAYTON ACT (15 U.S.C. SEC. 15) OR UNDER THE CARTWRIGHT ACT (CHAPTER 2, (COMMENCING WITH SECTION 16700) OF PART 2 OF DIVISION 7 OF THE BUSINESS AND PROFESSIONS CODE), ARISING FROM PURCHASES OF GOODS, SERVICES OR MATERIALS PURSUANT TO THE PUBLIC WORKS CONTRACT OR THE SUBCONTRACT. THIS ASSIGNMENT SHALL BE MADE AND BECOME EFFECTIVE AT THE TIME THE AWARDBODY RENDERS FINAL PAYMENT TO THE CONTRACTOR WITHOUT FURTHER ACKNOWLEDGMENT BY THE PARTIES. (SEC. 7103.5, CALIFORNIA PUBLIC CONTRACT CODE).

1-7.06 9.7 CORPORATE AUTHORITY - THE PERSONS EXECUTING THIS AGREEMENT ON BEHALF OF THE PARTIES HERETO WARRANT THAT (I) SUCH PARTY IS DULY ORGANIZED AND EXISTING, (II) THEY ARE DULY AUTHORIZED TO EXECUTE AND DELIVER THIS AGREEMENT ON BEHALF OF SAID PARTY, (III) BY SO EXECUTING THIS AGREEMENT, SUCH PARTY IS FORMALLY BOUND TO THE PROVISIONS OF THIS AGREEMENT, AND (IV) THE ENTERING INTO THIS AGREEMENT DOES NOT VIOLATE ANY PROVISION OF ANY OTHER AGREEMENT TO WHICH SAID PARTY IS BOUND.

9.8 Independent Contractor - The Contractor is and shall at all times remain as to the City, a wholly independent contractor. Neither the City, nor any of their officer, employees or agents shall have control over the conduct of the Contractor or any of the Contractors' officers, employees or agents, except as herein set forth. The Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City, nor shall City officers, employees or agents be deemed the officers, employees, or agents of Contractor as a result of this Agreement.

9.9 Legal Responsibilities - The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor their officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

9.10 Termination for Convenience - The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not

be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.
3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.
4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

CITY OF COLUSA,
a municipal corporation

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM:

City Attorney

CONTRACTOR:

By: _____
(Print)

By: _____
(Print)

Signature: _____

Signature: _____

Title: _____

Title: _____

Address: _____

Address: _____

EXHIBIT A- Scope of Services

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost	Item Total
1	Mobilization	1	LS		
2	Traffic Control System	1	LS		
3	Demolition	1	LS		
4	Adjust Water Valve Frame and Cover to Grade	12	EA		
5	Adjust Storm Drain Manhole Frame and Cover to Grade	4	EA		
6	Roadway Grinding- 2"	37,725	SY		
7	Pavement Reinforcement Fabric	37,725	SY		
8	Asphalt Concrete (Fiber Reinforced)- 2"	4,530	TONS		
9	Aggregate Base- Class II	405	TONS		
10	48" Sanitary Sewer Manhole	25	EA		
11	60" Sanitary Sewer Manhole	15	EA		
12	4" PVC SDR-35 Sewer Service Lateral and Cleanout	9	EA		
13	4" PVC SDR-26 Sanitary Sewer	15	LF		
14	6" PVC SDR-26 Sanitary Sewer	140	LF		
15	8" PVC SDR-26 Sanitary Sewer	1,120	LF		
16	15" PVC SDR-26 Sanitary Sewer	2,665	LF		
17	18" PVC SDR-26 Sanitary Sewer	4,205	LF		
18	24" PVC SDR-26 Sanitary Sewer	2,875	LF		
19	30" PVC SDR-26 Sanitary Sewer	1,160	LF		
20	8" PVC C900 DR18 Sanitary Sewer Force Main	750	LF		
21	10" PVC C900 DR18 Sanitary Sewer Force Main	4,625	LF		
22	2" PVC Sch 40 DR18 Recycled Water Force Main (Purple)	40	LF		
23	4" PVC C900 DR18 Recycled Water Force Main (Purple)	30	LF		

24	10" PVC C900 DR18 Recycled Water Force Main (Purple)	8,990	LF		
25	2" Gate Valve (Recycled Water)	1	EA		
26	4" Gate Valve (Recycled Water)	1	EA		
27	10" Gate Valve (Recycled Water)	9	EA		
28	Air Release Valve- Recycled Water Main	2	EA		
29	Sewer Force Main In-Line Cleanout	5	EA		
30	Connection to Existing Force Main	1	EA		
31	Sewer Main Disconnection/Reconnection	10	EA		
32	2" PVC Sch 40 Water Line and Tap	40	LF		
33	Fiber Optic Conduits and Pull Boxes Installation	1	LS		
34	Thermoplastic Double Yellow Line- Caltrans Detail 22	4,900	LF		
35	Thermoplastic Right Edge Line- Caltrans Detail 27B	9,630	LF		
36	Thermoplastic Limit Line- 12" Yellow	1,260	LF		
37	Thermoplastic Limit Line- 12" White	280	LF		
38	Thermoplastic Pavement Markings	1	LS		

***CONTRACT WILL BE AWARDED BASED ON BASE BID COST**

BID ALTERNATE #1

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost	Item Total
1	Dewatering Wells	1	LS		

BID ALTERNATE #2

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost	Item Total
1	18" PVC SDR-26 Sanitary Sewer (Sta 42+70)	80	LF		
2	48" Sanitary Sewer Manhole	1	EA		

BID ALTERNATE #3

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost	Item Total
1	Minor Concrete- Rolled Curb and Gutter	2,000	LF		
2	Minor Concrete- Sidewalk	8,000	SF		

EXHIBIT B

Schedule of Performance

As defined in City of Colusa Construction Specifications Section 4

CITY OF COLUSA
DEPARTMENT OF PUBLIC WORKS

PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the City of Colusa , acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the “Contractor”, a contract for the work described as follows:

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the City of Colusa in the sum of \$ _____ dollars (\$ _____), to be paid to said City / County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the City of Colusa , its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20____.

Correspondence or claims relating to this bond
should be sent to the surety at the following
address:

Contractor _____

Name of Surety

(SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California,

City / County of _____ SS

On this _____ day of _____ in the year 20____ before me _____, a notary public
in and for the City / County of _____, personally appeared
_____, known to me to be the person whose name is subscribed to this

Attorney-in-fact

instrument and known to me to be 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

CITY OF COLUSA
DEPARTMENT OF PUBLIC WORKS

PAYMENT BOND

(Section 3247, Civil Code)

WHEREAS, The City of Colusa, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars (\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

City / County of _____ SS

On this _____ day of _____ in the year 20 ____ before me _____, personally appeared _____, personally known to me (or proved to me

Attorney-in-fact

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

Page 1 of 1

(Use of City form is required)

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

Business Address:

Telephone Number:

Date:

Print Name:

Principal

Signature:

Title

(Use of City form is required)

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of Colusa) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of Colusa and/or the Colusa Redevelopment Agency made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF COLUSA FINANCE DEPARTMENT

401 E. Chapman

Colusa, CA 92870

Exempt: Yes___No___ Telephone () _____

CORPORATION: _____

U.S.A. OR ANY AGENCIES THEREOF: _____

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF W.C. EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____ (Explain)

Signature/Title: _____ Date: _____

**GUARANTEE
TO THE CITY OF COLUSA
PROJECT NO. _____**

1-7.06.A (1) AS A MATERIAL INDUCEMENT TO THE CITY TO AWARD THE
CONTRACT FOR PROJECT NO. _____ TO
_____, THE UNDERSIGNED ("GUARANTOR") HAS
AGREED TO ENTER INTO THIS GUARANTEE. THE GUARANTOR HEREBY
UNCONDITIONALLY GUARANTEES TO THE FULLEST EXTENT ALLOWED
BY LAW THE FOLLOWING WORK INCLUDED IN THIS PROJECT:
("THE WORK").

1-8 GUARANTOR GUARANTEES THAT THE MATERIALS AND EQUIPMENT USED BY ITSELF AND ITS SUBCONTRACTORS WILL BE FREE FROM DEFECTS AND THAT THE WORK WILL CONFORM TO THE PLANS AND SPECIFICATIONS. SHOULD ANY OF THE MATERIALS OR EQUIPMENT PROVE DEFECTIVE OR SHOULD THE WORK AS A WHOLE, OR ANY PART THEREOF, PROVE DEFECTIVE FOR ANY REASON WHATSOEVER (EXCEPT DUE TO INTENTIONAL TORTS BY THE CITY), OR SHOULD THE WORK AS A WHOLE OR ANY PART THEREOF FAIL TO OPERATE PROPERLY OR FAIL TO COMPLY WITH THE PLANS AND SPECIFICATIONS, GUARANTOR WILL, AT THE CITY'S SOLE ELECTION: 1) REIMBURSE THE CITY, UPON WRITTEN DEMAND, FOR ALL OF THE CITY'S EXPENSES INCURRED REPLACING OR RESTORING ANY SUCH EQUIPMENT OR MATERIALS, INCLUDING THE COST OF ANY WORK NECESSARY TO MAKE SUCH REPLACEMENT OR REPAIRS; OR 2) REPLACE ANY SUCH DEFECTIVE MATERIAL OR EQUIPMENT AND REPAIR SAID WORK COMPLETELY, ALL WITHOUT ANY COST TO THE CITY. GUARANTOR FURTHER GUARANTEES THAT ANY SUCH REPAIR WORK WILL CONFORM TO THE PLANS AND SPECIFICATIONS FOR THE PROJECT. THIS GUARANTEE WILL REMAIN IN EFFECT FOR FIVE YEARS FROM THE DATE ON WHICH THE CONTRACTED FOR WORK IS ACCEPTED FOR USE BY THE CITY.

Guarantor understands and agrees that the City shall have the unqualified option to make any replacements or repairs itself or to have such replacement, repair, performed by the undersigned. The City shall have no obligation to consult with Guarantor before the City proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement, repairs itself, Guarantor agrees to make reimbursement payment within 15 days after receipt of a written demand for payment from the City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all costs and expenses, including attorneys and expert fees, reasonably incurred by reason of Guarantor's failure or refusal.

Guarantor _____ Date: _____

Contractor: _____ By: _____

Title: _____

STATEMENT OF NON COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of Colusa a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true;
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. That such bid or proposal is genuine and not collusive or sham;
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Colusa or of any other bidder or anyone else interested in the proposed procurement;
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Colusa, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of Colusa any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Colusa either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of 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 work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On _____ at _____ California.

Firm _____

(Signature)

Street _____

(Print Name & Title)

City _____ State _____ Zip _____

CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATION

CONCERNING STATE LABOR STANDARDS AND PREVAILING WAGES

All contractors and subcontractors shall give the following certification to the grantee and forward this certification to the grantee within 10 days after the execution of any contract or subcontract.

- A. "I am aware of the provisions of Section 1720 et seq. of the California Labor Code which requires that the State prevailing wage rate shall be paid to employees where this rate exceeds the Federal wage rate."
- B. "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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."
- C. "It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week."

(Contractor/Subcontractor)

By _____
(Signature) (Typed Name and Title) (Date)