

# Walberg Inc.

California Contractor's License Number: 898860

## Revised Proposal

### 1. GENERAL INFORMATION

Bid To: City of Colusa

Project Title: 5<sup>th</sup> and Sioc, Colusa

Bid Date: 6/30/23

Phone: (530)682-2933

Email: citymanager@cityofcolusa.com

### 2. BID SCOPE OF WORK:

- Remove and replace 453' of 8" concrete with 8" SDR
- Install (5) ea. wyes and connect to sewer laterals
- Pave trench

Total - \$127,703.00

Job Specific Exclusions –

Sewer bypass pumping

Sewer laterals beyond connection point at main

3. BID EXCLUSIONS: Unless expressly included under paragraph 2 (Bid Scope of Work) above, the following items of work are expressly excluded under this Proposal:

- Permits, permit fees, bond or bond fees, and/or approvals which are, or may be, required by any local, state, or federal agency or department.
- More than one mobilization of the project by Walberg.
- Potholing, pre-excavation testing or locating, relocation of utilities or other obstructions, or the coordination of Walberg's work with any other person, persons, entity, or entities including, without limitation, utility companies.
- The removal and/or disposal of hazardous materials and/or substances and/or products including, but not limited to asbestos, lead, petroleum and/or hydrocarbon substances, and/or products and/or materials which contain asbestos, lead, petroleum, and/or hydrocarbon substances.
- Any clearing, grubbing, landscape repair, landscape replacement, sprinkler repair, sprinkler replacement, concrete repair, concrete replacement, and/or tree removal. (Unless otherwise stated in the above scope of work.)
- Staking, compaction testing, inspections, engineering, erosion control, or SWPPP preparation, controls, or implementation.
- Design, engineering, and testing.
- Excavation, blasting, removal, or off-haul of any rock or other materials that cannot be reasonably excavated, in Walberg's sole discretion, with a Cat 420 backhoe.
- Trench or excavation dewatering.
- Any work not specified in this Proposal or expressly incorporated by reference in a duly signed extra work order or contract change order.
- Walberg Inc. will not be held responsible for any unmarked utilities. Any repairs will be an additional cost.
- This proposal is based on the use of native materials for backfill of the excavation and does not include the import of backfill materials. If the native materials are not suitable for backfill, the purchase and importation of materials suitable for backfill shall be paid by the Contracting Party.

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- n. No work shall be performed in wet or unfavorable conditions.

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## 4. CONDITIONS OF BID

a. This Proposal sets forth the terms and conditions under which Walberg Inc., a California corporation ("Walberg") proposes to perform the work described under paragraph 2, above (the "Work"), which is subject to the exclusions set forth under paragraph 3, above.

b. This Proposal shall be attached to, and incorporated into, the form of agreement (the "Agreement") between Walberg and the party to which this Proposal is submitted (the "Contracting Party") and acceptance of all or any part of this Proposal by the Contracting Party constitutes acceptance of the terms and conditions set forth in this Proposal by the Contracting Party. If this Proposal is signed by the Contracting Party, this Proposal shall be the agreement between the Contracting Party and Walberg for the performance of the Work.

c. Notwithstanding any term covenant or condition set forth in the Agreement, if any, to the contrary, the parties agree that this Proposal sets forth the controlling terms and conditions under which Walberg and the Contracting Party agree that Walberg will perform the work described in this Proposal.

d. Walberg will be paid monthly progress payments on or before the tenth (10<sup>th</sup>) day of each month for the value of work completed, plus the amount of materials and equipment suitably stored on or off site prior to the twenty-fifth (25<sup>th</sup>) day of the previous month. Final payment of sums due under this Proposal, including the cost of changed or extra work and retention, shall be due thirty (30) days after the Work is substantially completed. All sums not paid when due shall bear interest at the rate of one and one-half percent (1½%) per month, or the applicable statutory rate or maximum legal rate permitted by law, whichever is more.

e. No more retention shall be withheld from Walberg than is being withheld by the owner of the Project (the "Owner") with respect to Work being performed by Walberg.

f. No provision set forth in any one or all of the Agreement, the plans and specifications, or documents incorporated into the project documents by reference, shall (a) void Walberg's entitlement to payment for properly performed work or suitably stored materials, (b) require Walberg to continue performance if timely payments are not made to Walberg for suitably performed work or stored materials, (c) void Walberg's right to record a mechanics' lien (claim of lien) or claim on its behalf in the event that any payment to Walberg is not timely paid, or (d) condition payment to Walberg upon receipt of payment by the Contracting Party from any other source of payment.

g. No back charges or claims by the Contracting Party against Walberg shall be valid except by an agreement in writing signed by Walberg before such work is performed. In the event such charges or claims arise out of Walberg's performance of the Work, the Contracting Party shall notify Walberg, in writing, of such failure and allow Walberg seventy-two (72) hours to commence the correction of any deficiency, and sufficient time thereafter to complete said deficiency, before incurring any costs chargeable to Walberg.

h. The Contracting Party shall prepare all areas of the project as requested by Walberg so that Walberg may perform the Work. Walberg will not be called upon to start performance of the Work until sufficient areas are prepared in a manner that insures continued work. The Contracting Party shall furnish all temporary site facilities including suitable storage space, hoisting, temporary electrical, and water for the performance of the Work at no cost to Walberg.

i. Walberg shall be given a reasonable time after approval of Walberg's shop drawings and submittals in which to make delivery of materials and/or labor to commence and complete the Work. The Contracting Party agrees to incorporate Walberg's calculated times of performance into the Contracting Party's schedule for the work of the project. Walberg shall not be held to perform under any project schedule to which Walberg has not agreed in writing. Walberg not be responsible for delays or defaults where occasioned by any causes of any kind and extend beyond its control, including but not limited to delays caused

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by the owner, general contractor, architect, and/or engineers, delays in transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and acts of God.

j. Walberg shall be entitled to the equitable adjustment (the "equitable adjustment") in the contract price and contract time (compensable time extensions) for additional costs or time arising out of (a) extra or changed work performed by Walberg on or in connection with the Work, (b) differing site conditions, (c) unanticipated project delays, or (d) acceleration caused by others whose acts are not Walberg's responsibility. The failure of the Contracting Party to provide Walberg a signed written order before Walberg commences the performance of any work to which it is entitled an equitable adjustment shall not constitute a waiver by Walberg of its entitlement to receive payment therefore and, by directing Walberg to perform such work, the Contracting Party agrees to equitably adjust the contract price and contract time to compensate Walberg. The Contracting Party shall make no demand for, or withhold any amount of money on account of, liquidated damages against Walberg, unless agreed by Walberg in writing.

k. Walberg's Work is warranted for a period of one (1) year from the date on which the Work is substantially completed or the use of all or any portion thereof by the Contracting Party or the Contracting Party's successor in interest or assign, whichever is earlier. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. As to Work performed by Walberg, a defect in which is proven to be the sole responsibility of Walberg, the Contracting Party's exclusive remedy shall be that Walberg will replace or repair any part of its own Work that is found to be defective, and no other work, whether attached to, built upon, or adjacent to the Work. Walberg shall not be responsible for damage or defect caused by abuse, modifications performed by someone other than Walberg, improper or insufficient maintenance, improper operation, or normal wear, tear and usage.

l. The Work is to be performed during Walberg's regular working hours. All work performed outside of such hours shall be charged for at rates or amounts agreed upon by the parties at the time overtime is authorized and before Walberg is obligated to perform such work.

m. The Contracting Party shall purchase and maintain all risk-insurance upon the full value of the entire Work, materials delivered to the site of the Work, and equipment stored on the site of the Work, which insurance shall include the interests of Walberg. As a condition precedent to Walberg's obligation to commence or perform the Work, the Contracting Party shall provide Walberg a certificate of insurance for said insurance, naming Walberg as an additional insured. If the Contracting Party fails or refuses to provide said insurance or name Walberg as an additional insured (after demand by Walberg), Walberg is hereby authorized to obtain said insurance protecting Walberg's interests and the cost and expense of said insurance shall be paid by the Contracting Party.

n. To the extent allowed under California law, Walberg shall indemnify and hold harmless the Contracting Party from damages only to the extent such damages were caused by any negligent act or omission of Walberg or anyone for whose acts Walberg is liable. The Contracting Party shall indemnify and hold harmless Walberg from damages to the extent such damages were caused by any negligent act or omission of the Contracting Party or anyone for whose acts the Contracting Party is liable.

o. If any legal action or proceeding arising out of or relating to the Work under this Proposal or under any Agreement for the performance of the Work is brought by either the Contracting Party or Walberg, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, its attorney's fees, expert's fees, which may be awarded both as an element of damages and under any applicable statute, costs of suit, and other expenses incurred in the action or proceeding by the prevailing party.

p. In the event of an increase in the cost of any materials to be incorporated into the Work or used in the performance of the Work including, without limitation, construction materials and/or fuel, increases by more than five (5) percent over the amount included in Walberg's bid, the difference between the bid amount and the actual cost paid by Walberg for said materials shall be paid to Walberg as an equitable adjustment in the contract price.

q. This Proposal may be withdrawn by Walberg if not accepted by the Contracting Party with thirty (30) days of the date on which this Proposal is signed by Walberg.

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r. This document supersedes all other contract documents.

## CONTRACTING PARTY

\_\_\_\_\_  
(Company Name, Entity)

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

**WALBERG, INC., a California corporation**

Dated: \_\_\_\_\_

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RAYMOND B. WALBERG, Vice President

# Walberg Inc.

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