

**AGREEMENT FOR CONSTRUCTION SERVICES
CITY OF SONORA FY 25/26 PARKING LOTS IMPROVEMENT PROJECT**

THIS CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made and entered into this 8th day of September 2026, by and between the City of Sonora, a California municipal corporation ("City") and Taylor Backhoe Service Inc dba TBS Contractors, ("Contractor") (each individually a "Party" and collectively the "Parties"). There are no other parties to this Agreement.

RECITALS

A. The City Council published plans and specifications for the construction work herein described ("Project"), and did approve said plans and specifications ("Specifications"), which are attached hereto as **Exhibit A**.

B. The City did publish a notice and invitation to submit sealed proposals/bids for the performance of the Project, City of Sonora FY 25/26 Parking Lots Improvement Project, which is attached hereto as **Exhibit B**, on August 7, 2026, at the time and in the manner required by law and City policy.

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

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

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

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

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

H. Within five (5) business days of the last day to submit bids for the Project, Contractor

submitted certifications of qualification for Contractor and its Subcontractors on the Project, which are collectively attached hereto as **Exhibit G**.

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

J. Contractor represents to City that it is a duly qualified and licensed contractor experienced in parking lot improvements, including demolition, grading, paving, concrete improvements, accessibility improvements, pavement markings, signage, drainage and utility adjustments, and related site construction work as shown in the Contract Documents.

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

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

M. Contractor shall complete the Project within the time allowed for completion established in the Special Provisions. Contractor acknowledges that the time allowed for completion and the applicable liquidated damages requirements are material terms of this Agreement.

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

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

P. Collectively, this Agreement, Exhibits A through N, the Project plans and specifications, Addendum No. 1, Contractor's accepted Bid, and any other documents expressly incorporated herein constitute the contract documents ("Contract Documents").

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

AGREEMENT

Section 1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 24 of this Agreement, Sections 1 through 24 shall prevail.

Section 2. Effective Date. This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”). Contractor, however, shall not commence the performance of the Services until it has been given notice by City (“Notice to Proceed”).

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

Section 4. Project Coordination.

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

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

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

Section 5. Work.

(a) *Services.* Subject to the terms and conditions set forth in this Agreement and the Contract Documents, Contractor shall perform the services necessary to complete the Project ("Services") within the required timeframe and in accordance with the standards and specifications established in the Contract Documents. Contractor shall not receive additional compensation for the performance of any work unless it is included in the Contract Documents, or the Parties agree otherwise in writing.

(b) *Modification of Services.* Only the City's Contract Administrator may authorize extra or changed work. Failure of Contractor to secure such a written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra work performed without such express and prior written authorization of the Contract Administrator.

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

Section 6. Time of Performance. Contractor warrants that it will commence performance of the Services within fifteen (15) calendar days of the Notice to Proceed and shall conform to the Completion Schedule. The completion schedule is 40 working days commencing with the first day service is provided. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement. It is agreed by the Parties that time is of the essence and that if the Project is not completed as set forth, damage will be sustained by the City, and it may be impracticable to determine the actual amount of damage resulting from the delay. It is, therefore, agreed that Contractor shall pay to City as damages, the One Thousand Dollars (\$1,000.00) for each and every day the Project is delayed. The Parties expressly agree that this liquidated damage clause is reasonable under the circumstances existing at the time the Agreement is made. The City shall have the right to deduct the amount of liquidated damages owed pursuant to this section from any money due or to become due to Contractor.

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

that the cost of final inspection and preparation of the final estimate shall not be included in the charges.

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

Total compensation for completion of Project: \$703,221.71 base bid + \$105,000 for Bid Alternative 1, \$808,221.71 total.

Section 8. Representations of Contractor. City relies upon the following representations by Contractor in entering into this Agreement:

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

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

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

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

the Term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice Contractor's profession at the time the Services are rendered.

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

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

(g) *No Conflict of Interest.* Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement. Contractor further promises that in the performance of this Agreement, no person having such interest will be knowingly employed. If requested to do so by City, Contractor shall complete and file and shall cause any person doing work under this Agreement to complete and file, a "Statement of Economic Interest" with the Tuolumne County Clerk disclosing their financial interests.

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

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

Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to age, color, race, national origin, ancestry, religion, sex, gender, gender identity, gender

expression, sexual orientation, marital status, medical condition, genetic information, military or veteran status, or disability.

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

Section 9. Conformity with Law and Safety. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent or trademark law and all other applicable federal, state, municipal, and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

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

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

Section 10. Assurance of Performance. If, at any time, City believes Contractor may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, City may submit a written request to Contractor for written assurances of performance and a plan to correct observed deficiencies in Contractor's performance. Failure to

provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

Section 11. Excusable Delays. Contractor shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a “Force Majeure” event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include: (a) Contractor’s financial inability to perform; (b) Contractor’s failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Contractor’s failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Contractor.

Section 12. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect. Contractor hereunder offers and agrees to assign to City and agrees to require its subcontractors to offer and agree to assign the City, all rights, title, and interest in and to all causes of actions it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Bus. and Prof. Code § 16700 *et seq.*), arising from purchases of goods, services or materials pursuant to this contract or any subcontracts entered into hereunder. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgement of the Parties.

Section 13. Ownership and Disclosure of Work Product. City shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, specifications, copies of correspondence, maps, or other pertinent data and information gathered or computed by Contractor (“Work Product”) in the performance of and prior to termination of this Agreement by City or upon completion of the work pursuant to this Agreement. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of City, during the term of this Agreement and for a period of one hundred eighty (180) days following expiration of the term of the Agreement.

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

Section 14. City's Termination without Cause. At any time, City may terminate the Agreement with or without cause by providing Contractor with five (5) business days' written notice of such termination.

Section 15. City's Termination in the Event of Contractor's Default. If a Contractor should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement or the Contract Documents, the City may give notice to the Contractor and allow Contractor five (5) business days to correct such deficiency. The City, in its sole and absolute discretion, may grant Contractor additional time to cure the deficiency. If the Contractor does not correct such deficiency within the allotted time, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reason for such termination.

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

(b) If City terminates this Agreement before City issues a Notice to Proceed to Contractor or before Contractor commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Contractor. If City terminates this Agreement after City has issued a Notice to Proceed to Contractor and after Contractor has commenced performance under this Agreement, City shall pay Contractor the reasonable value of the Services rendered by Contractor pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services. Contractor shall furnish to City such financial information, as in the judgment of the City Administrator, is necessary to determine the reasonable value of the Services rendered by Contractor prior to termination.

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

Section 16. Liability for Breach. Neither Party waives the right to recover damages against the other for breach of this Agreement including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services required by this Agreement. In the event of Termination by either Party, copies of all finished or unfinished Work Product shall become the property of City. Notwithstanding the above, in no event shall City or Contractor be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue,

arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

Section 17. Worker's Compensation Certification. Contractor is aware of the provisions of Labor Code section 3700 requiring every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

Section 18. Performance and Payment Bonds. Contractor shall file a performance bond and a payment bond with the City, each payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California and shall be maintained during the entire Term of the Agreement at the sole and absolute expense of Contractor. Each bond shall be for the amount of one hundred percent (100%) of the total compensation. Any alterations made to the Contract Documents or the specifications to the Project shall not operate to release any surety from liability on any bond required herein and surety hereby consents such alterations in any surety on said bonds hereby waives the provisions of California Civil Code sections 2819 and 2845.

Section 19. Insurance Coverage: During the Term, the Contractor shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII and will provide the City with written proof of said insurance. Contractor shall maintain coverage as follows and will provide the City with a certificate of insurance evidencing said insurance. Contractor shall maintain coverage as follows:

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

"The City of Sonora, its officers and employees are named as additional insured for liability caused in whole or in part by the operations performed by Contractor under this Agreement."

"The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability."

"The insurance provided herein is primary coverage to the City of Sonora with respect to any insurance or self-insurance programs maintained by City."

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

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

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

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

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

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

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

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

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

(iii) Upon City's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of City's request.

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

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

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

Section 20. Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Contractor shall defend, indemnify hold harmless and release City, and City's elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents") from and against any and all actions, claims, loss, cost, damage, injury (including, without limitation, disability, injury or death of an employee of Contractor or its subcontractors), expense and liability of every kind, nature and description to the extent caused in whole or in part by Contractor's negligence or relate to acts or omissions of Contractor, or any direct or indirect subcontractor, employee, contractor, representative or agent of Contractor, or anyone that Contractor controls (collectively "Liabilities"). Upon receiving notice of a claim, Contractor shall assume the defense of the claim, action, or proceeding through the prompt payment of all attorneys' fees and costs, incurred in good faith and in the exercise of reasonable discretion, of City's counsel in defending such an action. City shall have the absolute and sole authority to control the litigation and make litigation decisions, including, but not limited to, selecting counsel to defend City and settlement or other disposition of the matter. Such obligations to defend, hold harmless and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole or in part by the negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type of express or implied indemnity against City and City's Agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts or other employee benefit acts.

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

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

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

Section 21. Notices. Any notice or communication required hereunder between City and Contractor must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

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

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

If to Contractor: Andrew Taylor, Vice-President
1605 E. Gerard Avenue
Merced, Ca 95341
estimating@taylorbackhoe.com/209.384.8424

Section 22. Exhibits. All “Exhibits” referred to below or attached to herein are by this reference incorporated into this Agreement, with the same force and effect as if the same were set forth at length herein and the Parties will be and are bound by any and all of said Exhibits:

Exhibits:

Exhibit A:	Plans and Specifications
Exhibit B:	Public Notice
Exhibit C:	Notice to Bidders
Exhibit D:	Bid Schedule
Exhibit E:	Bid Guarantee
Exhibit F:	List of Subcontractors
Exhibit G:	Equal Employment Opportunity Certification
Exhibit H:	Bonds
Exhibit I:	Non-Collusion Affidavit
Exhibit J:	Debarment and Suspension Certification
Exhibit K:	Public Contract Code
Exhibit L:	Bidder Acknowledgements
Exhibit M:	Public Contract Code 10232 Statement
Exhibit N:	Public Contract Code 10162 Questionnaire

Section 23. Contract Documents. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Contract Documents is to include all work necessary for the completion of the Agreement. The Contractor shall perform all Services in conformance with the Contract Documents, unless otherwise directed in writing by the City pursuant to section 5(b).

Section 24. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY:

City of Sonora, a California municipal corporation

By: _____
Chris Gorsky, City Administrator

Date: _____

Approved as to Form:

By: _____
Douglas L. White, City Attorney

CONTRACTOR:

Taylor Backhoe Service Inc, dba TBS Contractors

By: _____
Andrew Taylor, Vice-President

Date: _____

EXHIBIT A: PLANS & SPECIFICATIONS

GENERAL NOTES

1. ALL CURB, GUTTER, SEWALK, AND OTHER WORK CONSTRUCTION OR REPAIR WITHIN A STREET SHALL BE IN ACCORDANCE WITH THE CITY ENGINEER'S STANDARDS AND SPECIFICATIONS AND SPECIFICATIONS APPROVED BY THE CITY COUNCIL FROM TIME TO TIME BY RESOLUTION AND ON FILE IN THE OFFICES OF THE CITY CLERK.
2. IN ADDITION TO SAID STANDARDS, ALL CONSTRUCTION OR REPAIR SHALL COMPLY WITH THE FOLLOWING:
- 2.1. REPAIRS SHALL BE MADE TO THE SATISFACTION OF THE CITY ENGINEER.
- 2.2. ALL CONSTRUCTION AND IMPROVEMENTS SHALL COMPLY WITH THE 2005 CALTRANS STANDARD PLANS AND STANDARD SPECIFICATIONS.
- 2.3. ALL DEBRIS AND SURPLUS MATERIALS SHALL BE REMOVED PROMPTLY UPON COMPLETION OF THE WORK. APPLICANT SHALL MAINTAIN THE PREMISES IN A SAFE MANNER, AND SHALL PROVIDE ADEQUATE BARRICADES AND LIGHTS AT HIS OWN EXPENSE TO PROTECT THE SAFETY OF THE PUBLIC USING THE STREET. THE APPLICANT SHALL BE RESPONSIBLE FOR THE SAFETY OF THE PUBLIC USING THE STREET AND SHALL STOP WORK UNTIL REMEDIAL ACTION CAN BE TAKEN ANY COSTS RESULTING FROM THE CONTRACTORS FAILURE TO REPORT OR FAILURE TO STOP WORK AS DIRECTED WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING ALL CONFLICTS, ERRORS, OMISSIONS, ETC. TO THE CITY ENGINEER IMMEDIATELY UPON DISCOVERY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE PUBLIC USING THE STREET AND SHALL STOP WORK UNTIL REMEDIAL ACTION CAN BE TAKEN ANY COSTS RESULTING FROM THE CONTRACTORS FAILURE TO REPORT OR FAILURE TO STOP WORK AS DIRECTED WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
4. THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR ALL CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO THE TIME OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE PUBLIC USING THE STREET AND SHALL STOP WORK UNTIL REMEDIAL ACTION CAN BE TAKEN ANY COSTS RESULTING FROM THE CONTRACTORS FAILURE TO REPORT OR FAILURE TO STOP WORK AS DIRECTED WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
5. CONTRACTOR SHALL OBTAIN NECESSARY CITY PERMITS PRIOR TO START OF CONSTRUCTION.
6. CONTRACTOR TO VERIFY LOCATION AND DEPTHS OF ALL UNDERGROUND UTILITIES PRIOR TO EXCAVATION. NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
19. CONSTRUCTION SHALL STOP IF CULTURAL RESOURCES ARE SUSPECTED. IT IS POSSIBLE THAT PREVIOUS ARCHEOLOGICAL SITE, SUCH AS ANY UNUSUAL AMOUNTS OF STONE, BONE, OR SHELL ARE UNCOVERED DURING GRADING OR OTHER CONSTRUCTION ACTIVITIES. WORK SHALL BE HALTED WITHIN 100 FEET OF THE UNCOVERED SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE PUBLIC USING THE STREET AND SHALL STOP WORK UNTIL REMEDIAL ACTION CAN BE TAKEN ANY COSTS RESULTING FROM THE CONTRACTORS FAILURE TO REPORT OR FAILURE TO STOP WORK AS DIRECTED WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
AS	ASPHALT
BSW	BOTTOM OF WALL
CL	CURB LINE
CLR	CLEARANCE
DI	DROP INLET
E	EXISTING
EG	EXISTING GRADE
EL	ELEVATION
ELV	ELEVATION
EX	EXISTING
FG	FINISH GRADE
FI	FACE OF CURB
FGC	FINISH GRADE CURB
FM	FINISH GRADE MANHOLE
HT	HEIGHT
INCL	INCLUDING
INT	INVERT
INTL	INVERTATIONAL SYMBOL OF ACCESSIBILITY
LF	LINEAR FOOT
UP	UP OF GUTTER
LA	LANE
LN	LANE
MA	MANHOLE
MM	MINIMUM
NA	NOT APPLICABLE
NO	NORTH OF
NTS	NOT TO SCALE
OD	OUTSIDE DIAMETER
OG	ORIGINAL GROUND
P.C.	POINT OF CURVATURE
P.C.	POINT OF CURVATURE
P.R.C.	POINT OF REVERSE CURVATURE
P.V.C.	POINT OF VERTICAL CURVATURE
P.V.C.	POINT OF VERTICAL CURVATURE
P.A.S.	PAVING & STRIPPING
RD	ROAD
REHAB	REHABILITATION
REF	REMOVE & REFLECT
S	SOUTH
S.O.	SOUTH OF
SD	STORM DRAIN
SDMH	STORM DRAIN MANHOLE
SD	SIDEWALK
SS	SHOULDER
SS	SHOULDER
ST	STREET
STD	STANDARD
TIC	TO BE DETERMINED
TIC	TO BE DETERMINED
TYP	TYPICAL
UT	UTILITY
WHAP	WHERE APPLICABLE
WT	WAY

LEGEND

EXISTING	PROPOSED	DESCRIPTION
SS	SS	IRON FENCE
SD	SD	STORM DRAIN PIPE & SIZE
W	W	WATER PIPE & SIZE
QHE	QHE	OVERHEAD ELECTRIC
E	E	UNDERGROUND ELECTRIC
COM	COM	UNDERGROUND COMM
SEW	SEW	SANITARY SEWER MANHOLE
SEW	SEW	SANITARY SEWER CLEANOUT
SDMH	SDMH	STORM DRAIN MANHOLE
SD	SD	STORM DRAIN INLET
W	W	WATER METER BOX
W	W	WATER VALVE
COM	COM	COMM MANHOLE
UT	UT	UTILITY POLE
UT	UT	UTILITY POLE (PROTECT IN PLACE)
SD	SD	SD
QV	QV	QV ANCHOR
QV	QV	GAS VALVE
IR	IR	IRRIGATION CONTROL VALVE
IR	IR	IRRIGATION CONTROL VALVE
IR	IR	COMMUNICATIONS PULL BOX
IR	IR	BOLLARD
IR	IR	SOLAR LIGHT (BID ALT. 1)
IR	IR	SAFETY HANDRAIL
IR	IR	STAIR RAILING
IR	IR	DETECTABLE WARNING SURFACE
IR	IR	RAMP / DRIVEWAY DEPRESSION
IR	IR	PAVEMENT RECONSTRUCTION
IR	IR	PAVEMENT RECONSTRUCTION
IR	IR	2" COLD PLANE (CONFORM EDGE)
IR	IR	RIVER ROCK
IR	IR	MINOR CONCRETE (SIDEWALK)
IR	IR	PLANTER BOX

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KEY ENGINEERS, INC.

905 SUTTER STREET, SUITE 200, EMBAY, CA 94420

PHONE: (415) 344-3000 | FAX: (415) 344-3003 | WWW.KEYENGINEERS.COM

IMPROVEMENT PLANS FOR:

RY 25/26 PARKING LOTS IMPROVEMENT PROJECT

GENERAL NOTES

CITY OF SONORA

DRAWING INFO

DRAWN BY: J. B. BROWN

CHECKED BY: J. B. BROWN

DATE: 08/08/2024

DESIGNED BY: J. B. BROWN

DATE: 08/08/2024

ENGINEER'S STAMP

PROFESSIONAL ENGINEER & SURVEYOR

J. B. BROWN

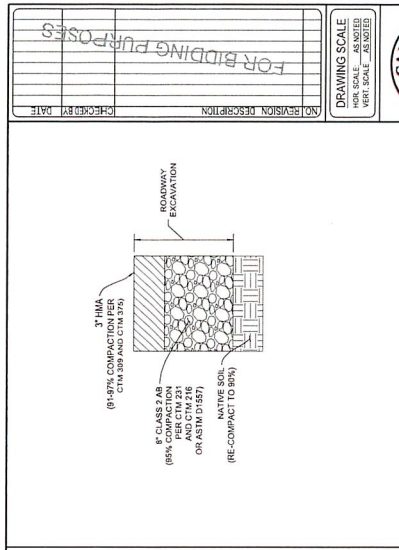
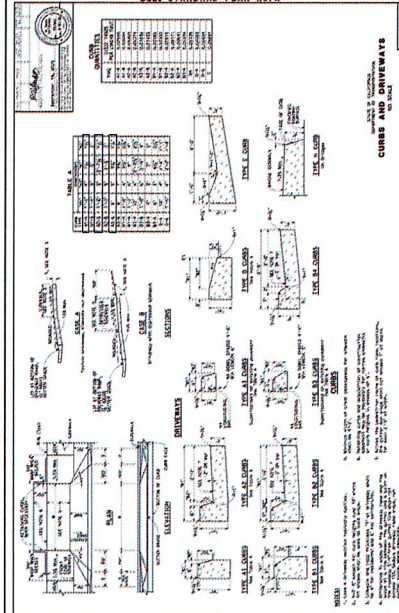
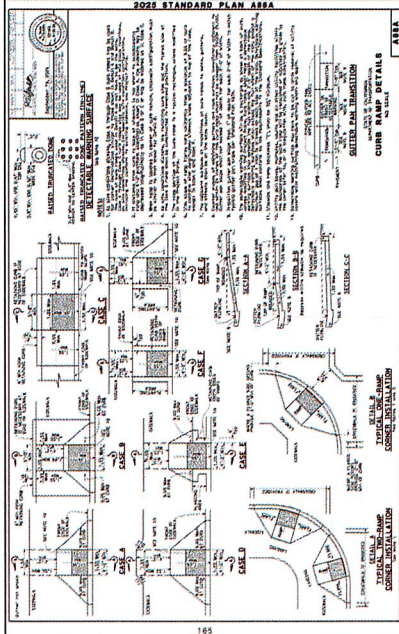
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STATE OF CALIFORNIA

EXPIRATION DATE: 08/08/2028

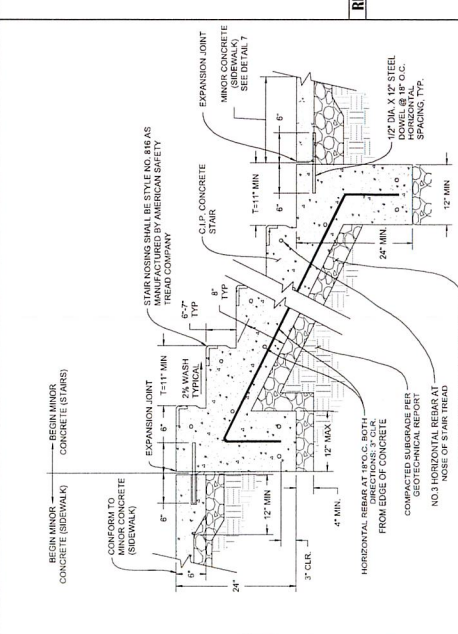
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SHEET NO. 02 OF 14

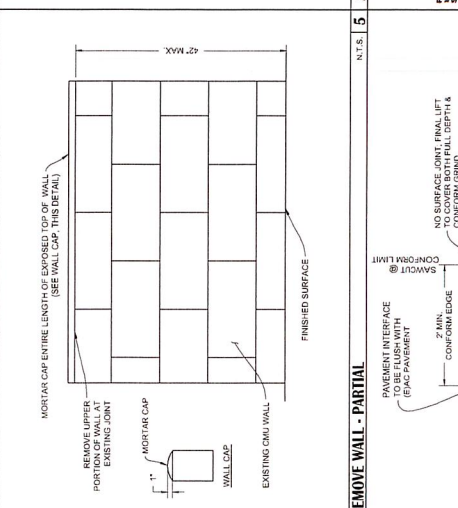


CURB RAMP

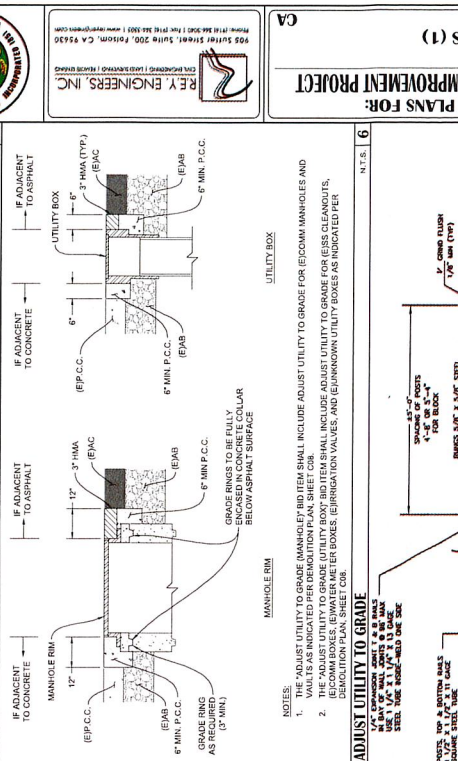
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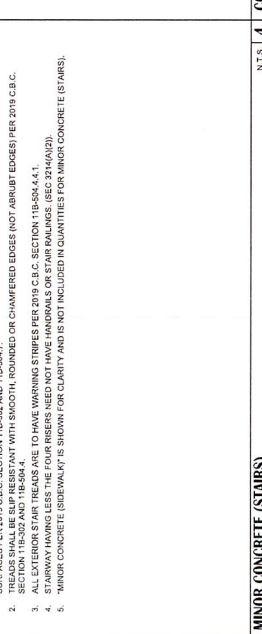
2 ROADWAY & PARKING LOT SECTION



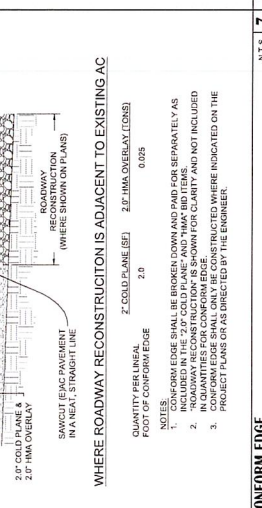
3 ADJUST UTILITY TO GRADE



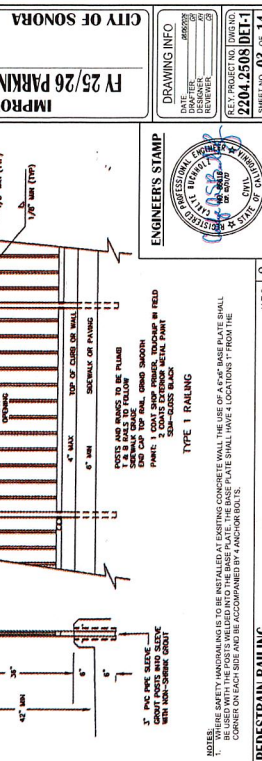
4 CONFORM EDGE



5 REMOVE WALL - PARTIAL



6 PEDESTRAIN RAILING

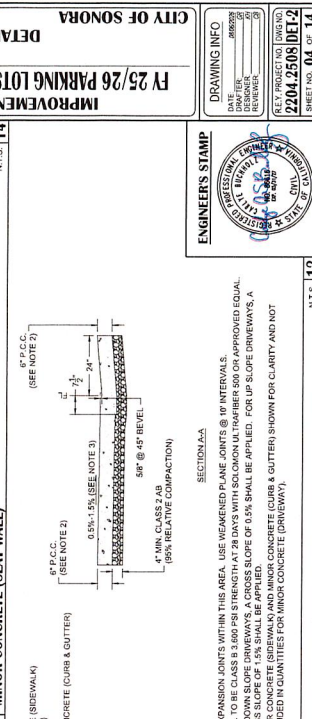
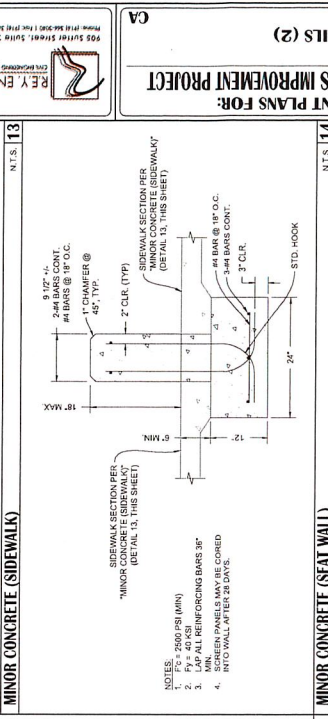
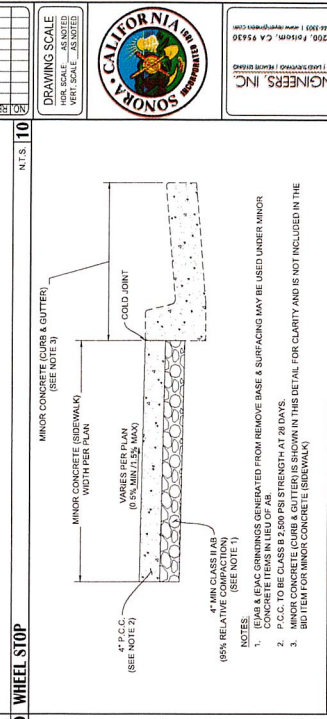
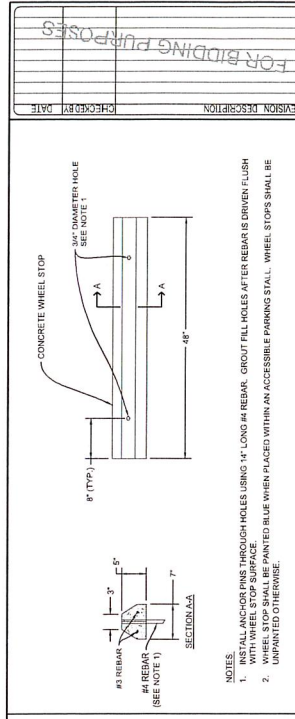
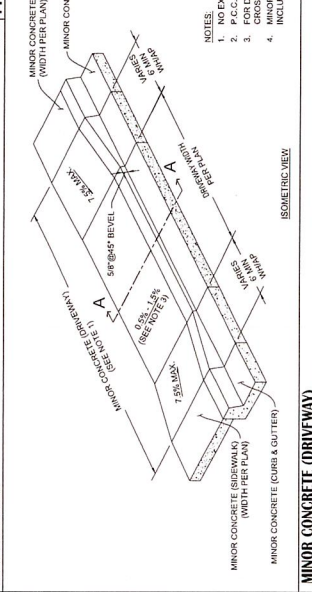
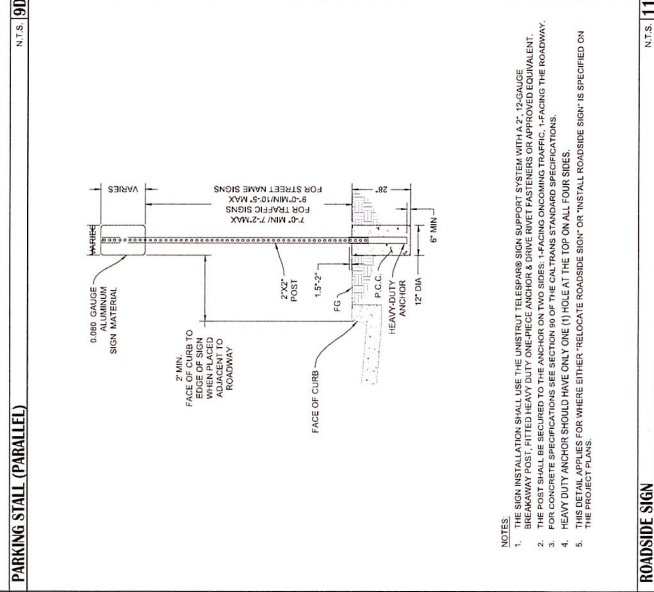
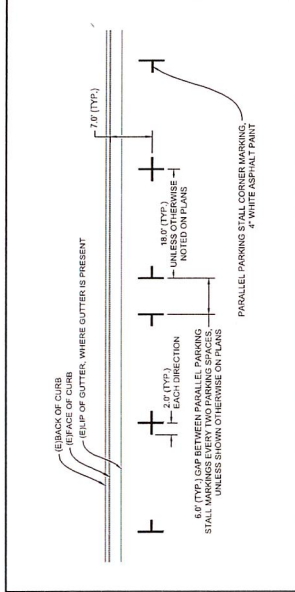
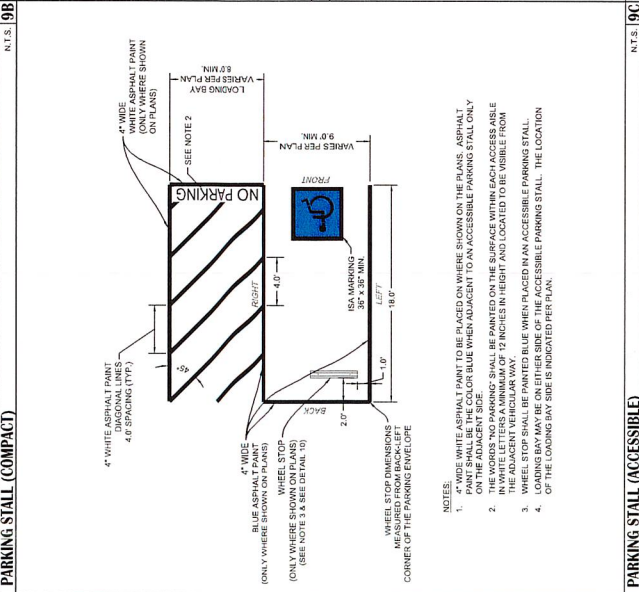
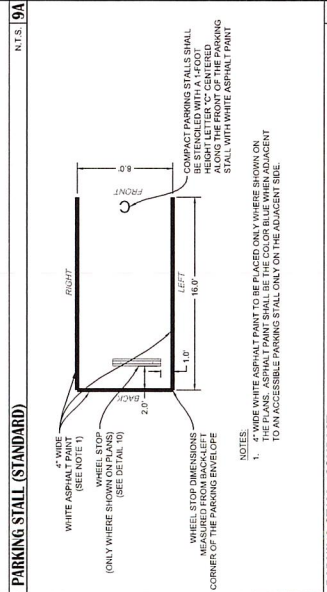
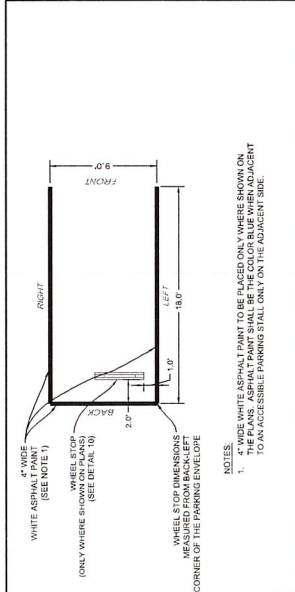


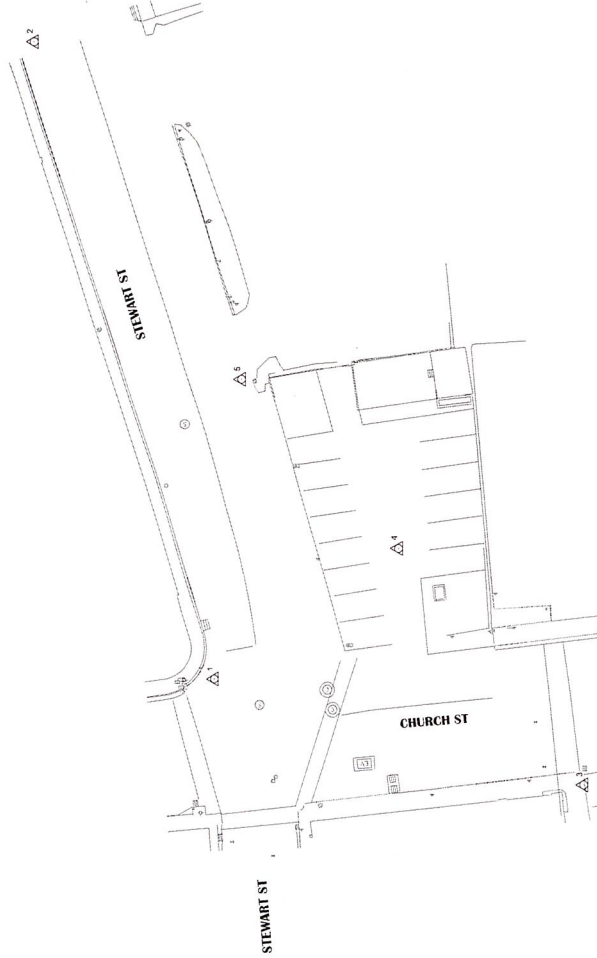
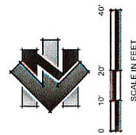
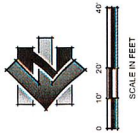
DETAILS (1)

CITY OF SONORA

DRAWING INFO

ENGINEER'S STAMP





PT. #6 & #70 VICINITY

PROJECT CONTROL			
POINT NO.	NORTHING	EASTING	DESCRIPTION
Δ1	2180085.30	6559824.08	MAG NAIL
Δ2	2179874.06	6559884.81	MAG NAIL
Δ3	2180120.53	6559700.75	MAG IN TC
Δ4	2180042.15	6558762.59	MAG NAIL
Δ5	2179986.09	6559815.29	PK NAIL
Δ6	2180453.30	6558653.01	MAG IN TC
Δ7	2180452.10	6559584.66	END BM IN T1 LUGS BM IN AT BLOOD FACE

SURVEYOR'S STATEMENT

THE SURVEY CONTROL SHOWN AND DELINEATED HEREON WAS DONE UNDER MY DIRECT SUPERVISION USING THE INFORMATION BELOW.



BASIS OF BEARINGS:

THE BASIS OF BEARINGS IS BOOK 58, PARCEL MAPS, PAGE 87.

DATUM:

ELEVATIONS ARE NAVD83 BASED ON DIRECT TIES TO NATIONAL GEODETIC SURVEY STATION "N 121" (IND. H20090) A US & GS DOWNSIDE MARKER IN T2 1832 1795.981' SET VERTICALLY IN THE FACE OF THE SONORA INN AT 180 S WASHINGTON ST., 2.6' ABOVE THE SIDEWALK.

IMPROVEMENT PLANS FOR:
FY 25/26 PARKING LOTS IMPROVEMENT PROJECT
CITY OF SONORA
CA

REY, ENGINEERS, INC.
905 SUTTER STREET, SUITE 200, FOLSOM, CA 95630
Phone: (916) 944-3000 | Fax: (916) 944-3003 | www.reyengineers.com

SONORA
CALIFORNIA
SEAL

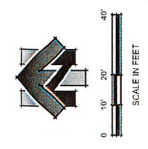
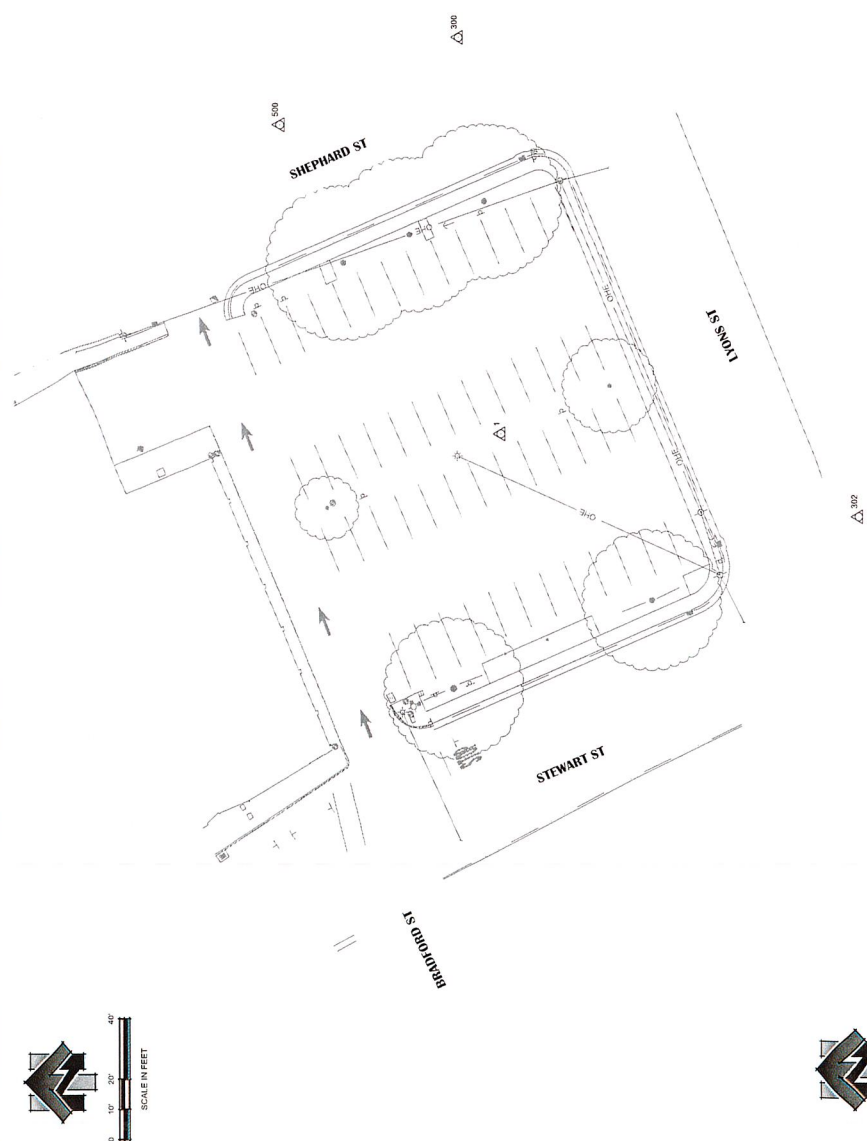
DRAWING SCALE:
HORIZ. SCALE: AS NOTED
VERT. SCALE: AS NOTED

NO. REVISION DESCRIPTION
DATE CHECKED BY

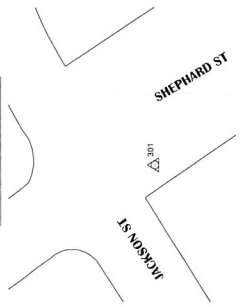
FOR BIDDING PURPOSES

DRAWING INFO
DRAWN BY: JRM
CHECKED BY: JRM
DATE: 08/05/2024
REVISION: 01

2204.2508 SW
SHEET NO. 05 OF 14



PT. #301 VICINITY



SURVEYOR'S STATEMENT

THE SURVEY CONTROL SHOWN AND DELINEATED HEREON WAS DONE UNDER MY
DIRECT SUPERVISION USING THE INFORMATION BELOW



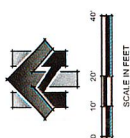
BASIS OF BEARINGS:

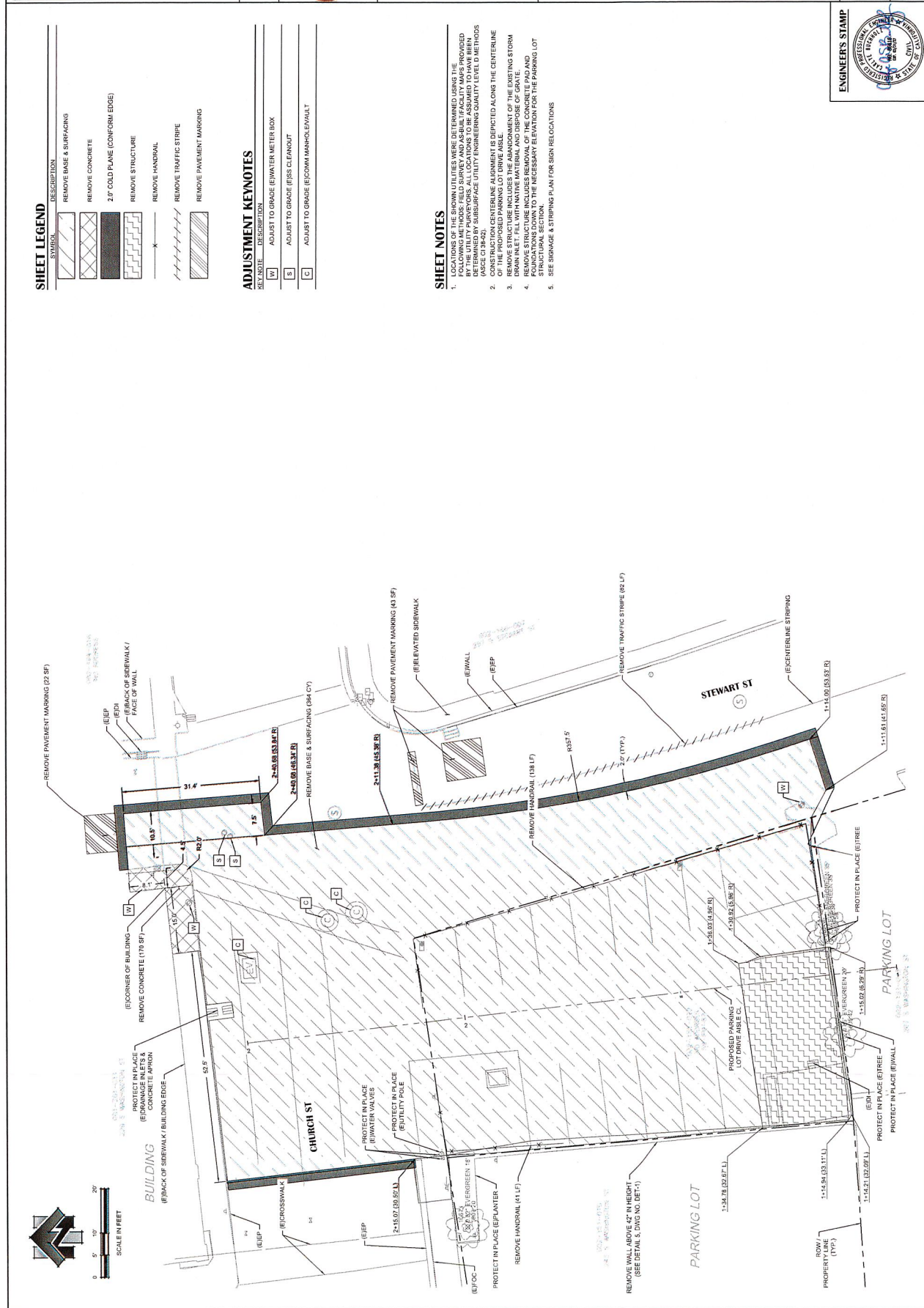
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATES SYSTEM OF 1983, CCS83, ZONE 3, NAD 83 (EPOCH 2010.00) AND WAS DETERMINED BY FIELD-OBSERVED TIES TO THE FOLLOWING CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) P306 AND CM8B.

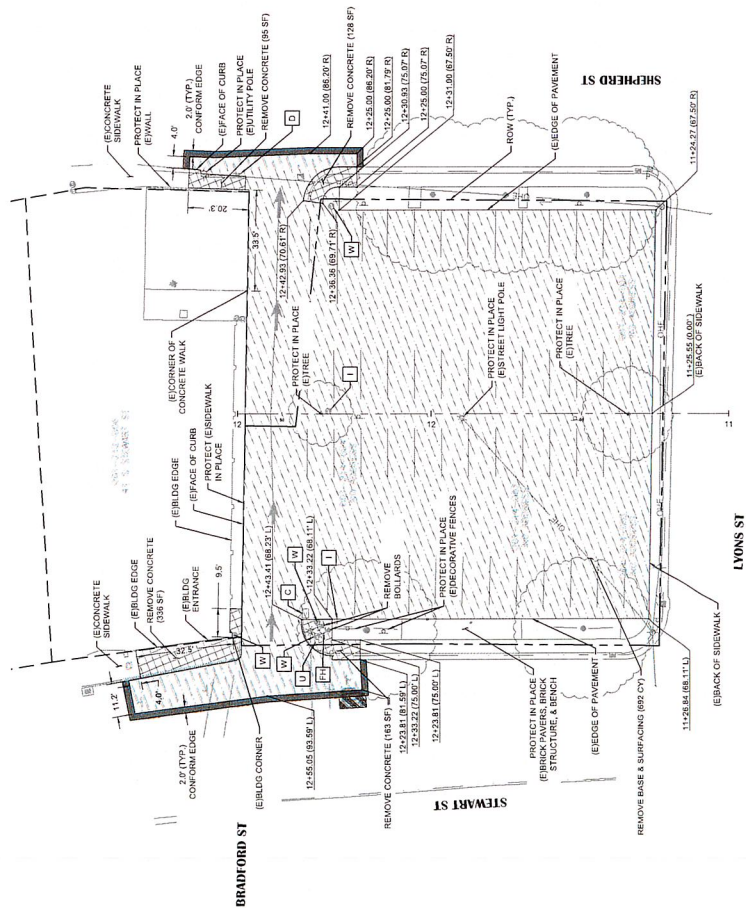
DATUM:

ELEVATIONS ARE NAVD88 DETERMINED BY FIELD OBSERVATIONS NGS CORS STATIONS P306 AND CMBB.

POINT NO.	PROJECT CONTROL				DESCRIPTION
	NORTHING	EASTING	ELEVATION		
△1	218133.60	655585.19	1810.24		SET MAGWASHER
△200	2181146.04	6555616.53	1817.23		SET MAGWASHER
△301	2181454.66	6555596.94	1848.05		SET MAGWASHER
△302	2181011.71	6555657.65	1802.45		SET MAGWASHER
△500	2181205.66	6555737.64	1814.40		FOUND POINT SHOT AT GRID ENTRY







SHEET LEGEND

SYMBOL	DESCRIPTION
	REMOVE BASE & SURFACING
	REMOVE CONCRETE
	2" COLD PLANE (CONFORM EDGE)
	REMOVE PAVEMENT MARKING

ADJUSTMENT KEYNOTES

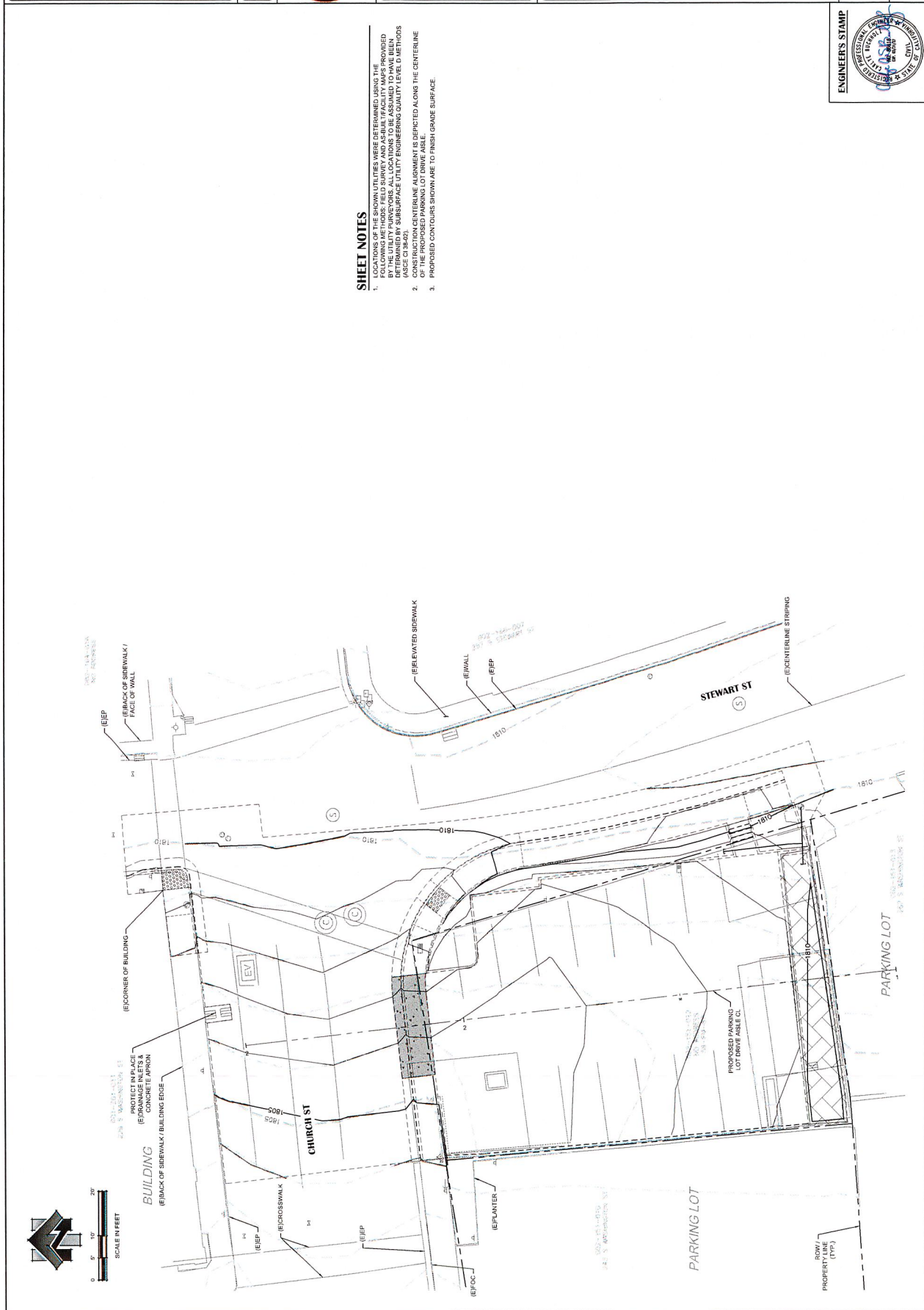
KEY NOTE	DESCRIPTION
W	ADJUST TO GRADE (E) WATER METER BOX
H	ADJUST TO GRADE (E) FIRE HYDRANT
D	ADJUST TO GRADE (E) DRAINAGE INLET
C	ADJUST TO GRADE (E) COMMUNICATIONS BOX
I	ADJUST TO GRADE (E) IRRIGATION VALVE
U	ADJUST TO GRADE (E) UNKNOWN BOX

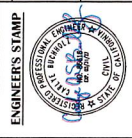
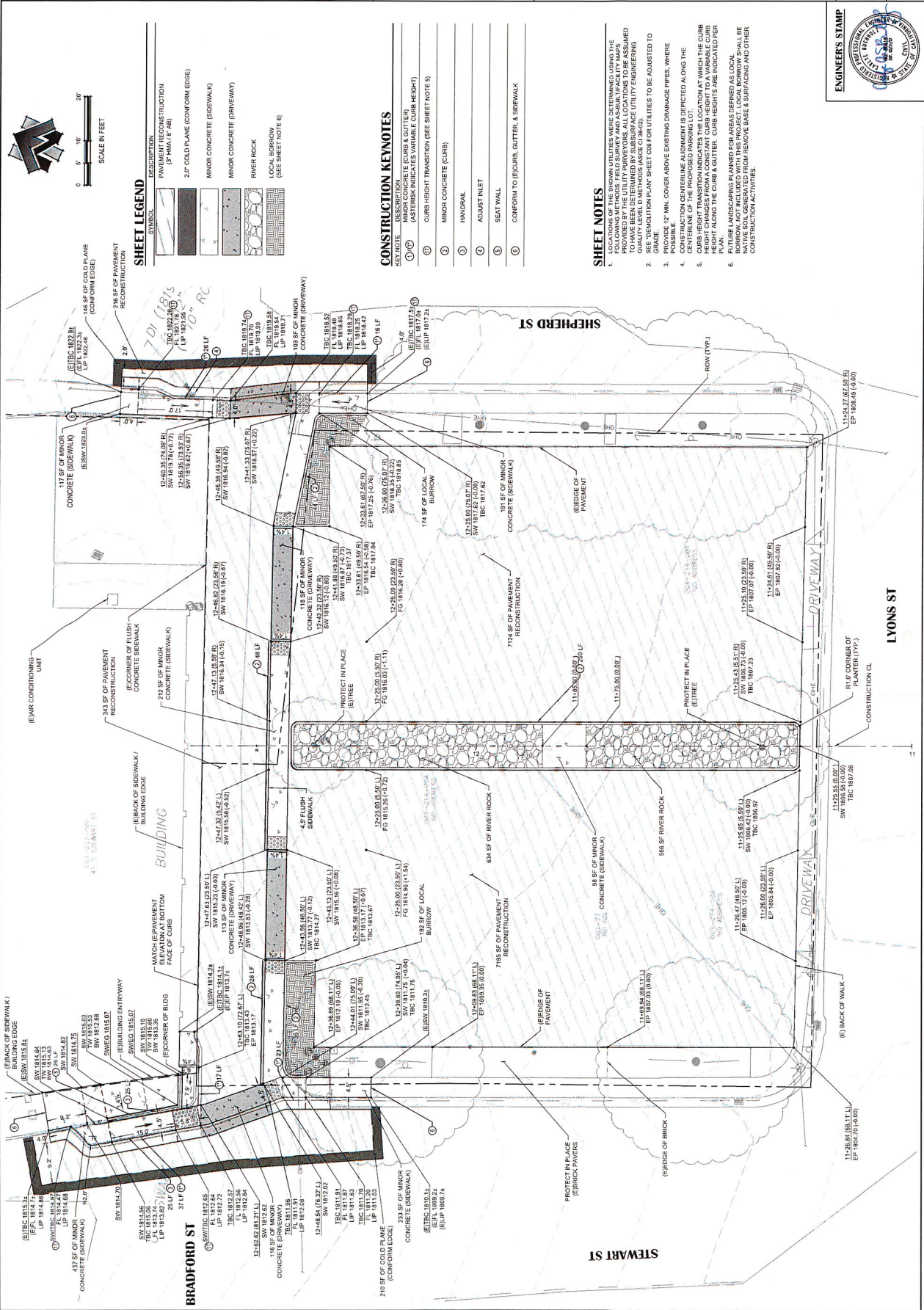
SHEET NOTES

1. LOCATIONS OF THE SHOWN UTILITIES WERE DETERMINED USING THE FOLLOWING METHODS: FIELD SURVEY AND AS-BUILT MAPS PROVIDED BY THE UTILITY PROVIDERS. ALL UTILITIES ASSUMED TO HAVE BEEN DETERMINED BY SURFACE-SURVEY UTILITY ENGINEERING QUALITY LEVEL D METHODS (ASCE C118-02).
 2. CONSTRUCTION CENTERLINE ALIGNMENT IS DEPICTED ALONG THE CENTERLINE OF THE PROPOSED PARKING LOT.
 3. ALL TREES SHALL BE PROTECTED IN PLACE UNLESS NOTED OTHERWISE.
- SEE SIGNAGE & STRIPING PLAN FOR SIGN REF. LOCATIONS.

DRAWING SCALE AS NOTED WORK SCALE: AS SHOWN			REY ENGINEERS, INC. (A PROFESSIONAL ENGINEERING FIRM) 905 STREET STREET, SUITE 200, POSON, CA 95430 PHONE: (714) 506-1100 FAX: (714) 506-1100 WWW.REYENGINEERS.COM		CITY OF SONOMA DEMO PLAN - LYONS STREET PY 25/26 PARKING LOTS IMPROVEMENT PROJECT	CA
NO REVISION DESCRIPTION CHECKED BY DATE			DRAWING INFO DRAWN BY: [] CHECKED BY: [] REVIEWED BY: [] SHEET NO. 08 OF 14 2204.2503.DM-2			

DATE: _____ DRAWN BY: _____ REVIEWED BY: _____		CITY OF SONOMA GRADING PLAN - CHURCH STREET		CA	
DRAWING INFO PROJECT NO.: 2204 SHEET NO.: 09 OF 14		IMPROVEMENT PLANS FOR: FY 25/26 PARKING LOTS IMPROVEMENT PROJECT		 R.E.Y. ENGINEERS, INC. CIVIL ENGINEERING • LAND SURVEYING • WATER RESOURCES 5015 SUTTER STREET, SUITE 200, FORTSON, CA 95430 PHONE: (707) 336-7000 FAX: (707) 336-7001 WWW.REYENGINEERS.COM	
DRAWING SCALE: HORIZONTAL SCALE: AS SHOWN VERTICAL SCALE: AS SHOWN				NO REVISION DESCRIPTION CHECKED BY: _____ DATE: _____ FOR BIDDING PURPOSES	





CONSTRUCTION KEYNOTES

1	PAVEMENT RECONSTRUCTION (2" HMA 5" 48)
2	2" COLD PLANE (CONFORM EDGE)
3	MINOR CONCRETE (SIDEWALK)
4	MINOR CONCRETE (DRIVEWAY)
5	RIVER ROCK
6	LOCAL BORROW (SEE SHEET NOTE 5)
7	MINOR CONCRETE (CURB)
8	HANDRAIL
9	ADJUST INLET
10	SEAT WALL
11	CONFORM TO (E) CURB, GUTTER, & SIDEWALK

- SHEET NOTES**
1. THE CONSTRUCTION OF THIS PROJECT SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION, AS ADOPTED BY THE CALIFORNIA STATE BOARD OF SUPERVISORS.
 2. SEE "DEMOLITION PLAN" SHEET FOR UTILITIES TO BE ADJUSTED TO POSSIBLE.
 3. PROVIDE 12" MIN. COVER ABOVE EXISTING DRAINAGE PIPES, WHERE POSSIBLE.
 4. CONSTRUCTION CENTERLINE ALIGNMENT IS DEPICTED ALONG THE EXISTING RIGHT-OF-WAY.
 5. CURB HEIGHT TRANSITION INDICATES THE LOCATION AT WHICH THE CURB HEIGHT CHANGES FROM A CONSTANT CURB HEIGHT TO A VARIABLE CURB HEIGHT. THE CURB HEIGHT TRANSITION IS INDICATED BY A CURB HEIGHT TRANSITION LINE.
 6. FUTURE LANDSCAPING PLANNED FOR AREAS DEFINED AS LOCAL BORROW SHALL BE NATIVE SOIL GENERATED FROM REMOVED BASE & SURFACING AND OTHER CONSTRUCTION ACTIVITIES.

SHEET LEGEND

SYMBOL	DESCRIPTION
[Pattern]	PAVEMENT RECONSTRUCTION (2" HMA 5" 48)
[Pattern]	2" COLD PLANE (CONFORM EDGE)
[Pattern]	MINOR CONCRETE (SIDEWALK)
[Pattern]	MINOR CONCRETE (DRIVEWAY)
[Pattern]	RIVER ROCK
[Pattern]	LOCAL BORROW (SEE SHEET NOTE 5)

FOR BIDDING PURPOSES
CHECKED BY: DATE: NO. REVISION DESCRIPTION

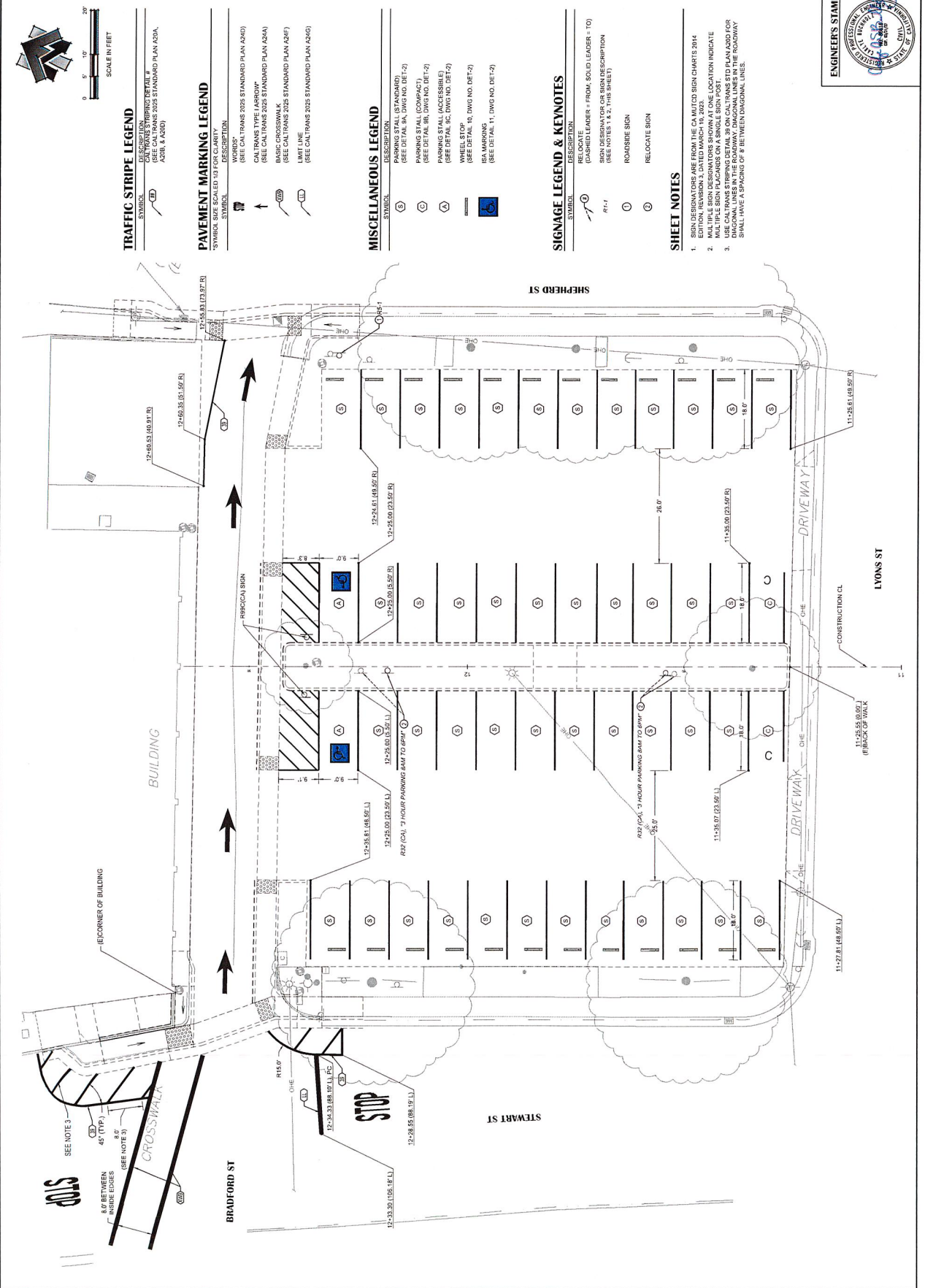
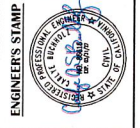
DRAWING SCALE
VERT. SCALE: AS NOTED



REY ENGINEERS, INC.
1000 S. Main Street, Suite 200, Ukiah, CA 95420
Phone: (707) 463-9001 Fax: (707) 463-9002 www.reyengineers.com

IMPROVEMENT PLANS FOR:
FY 25/26 PARKING LOTS IMPROVEMENT PROJECT
CITY OF SONOMA - LYONS STREET

DRAWING INFO
DATE: 08/08/2024
DRAWN BY: J. BROWN
CHECKED BY: J. BROWN
PROJECT NO.: 2204-2508
SHEET NO.: 14 OF 14



TRAFFIC STRIPE LEGEND

SYMBOL	DESCRIPTION
[Symbol]	PAVEMENT STRIPING DETAIL # (SEE CALTRANS 2025 STANDARD PLAN A204, A205, & A206)

PAVEMENT MARKING LEGEND

SYMBOL	DESCRIPTION
[Symbol]	WORK AREA CALTRANS 2025 STANDARD PLAN A240
[Symbol]	CALTRANS TYPE A LANSHP (SEE CALTRANS 2025 STANDARD PLAN A241)
[Symbol]	BASIC CROSSWALK (SEE CALTRANS 2025 STANDARD PLAN A242)
[Symbol]	LIMIT LINE (SEE CALTRANS 2025 STANDARD PLAN A243)

MISCELLANEOUS LEGEND

SYMBOL	DESCRIPTION
[Symbol]	PAVEMENT STRIPING DETAIL # (SEE DETAIL 1A, DWG NO. DET-2)
[Symbol]	PARKING STALL (CONTRACT) (SEE DETAIL 1B, DWG NO. DET-2)
[Symbol]	PARKING STALL (ACCESSIBLE) (SEE DETAIL 1C, DWG NO. DET-2)
[Symbol]	WHEEL STOP (SEE DETAIL 1D, DWG NO. DET-2)
[Symbol]	ISA MARKING (SEE DETAIL 1E, DWG NO. DET-2)

SIGNAGE LEGEND & KEYNOTES

SYMBOL	DESCRIPTION
[Symbol]	RELOCATE (DASHED LEADER - FROM SOLID LEADER - TO)
[Symbol]	SIGN DESIGNATOR OR SIGN DESCRIPTION (SEE NOTES 1 & 2, THIS SHEET)
[Symbol]	ROADSIDE SIGN
[Symbol]	RELOCATE SIGN

SHEET NOTES

- SIGN DESIGNATORS ARE FROM THE CALTRANS SIGN CHARTS 2014
- ALL SIGNAGE SHALL BE INSTALLED BY 03/01/2025
- USE CALTRANS STRIPING DETAIL 39 ON CALTRANS STD PLAN A204 FOR MULTIPLE STRIPING PLACEMENTS ON A SINGLE SIGN POST
- ALL SIGNAGE SHALL BE PLACED AT THE END OF THE ROADWAY SHALL HAVE A SPACING OF 8' BETWEEN DIAGONAL LINES

EXHIBIT B: PUBLIC NOTICE

**NOTICE OF BID OPPORTUNITY
RECONSTRUCT TWO (2) CITY OF
SONORA PUBLIC PARKING LOTS
AT STEWART AND LYONS & STEWART
AND CHURCH**

The City of Sonora is seeking bids from qualified contractors to re-construct two (2) existing public parking lots in Sonora, CA 95370. Bids will be received at City Hall located at 94 Washington Street, Sonora, California, 95370, until 11:00 AM on **AUGUST 28, 2026**, at which time they will be publicly opened and read at said address. The City of Sonora reserves the right to reject any or all bids and to waive any irregularities in bids.

The City of Sonora owns two (2) parking lots located along Stewart Street that need reconstruction and associated improvements.

**Parking Lot #1 –
Stewart Street and Church Street:**

*12 standard parking stalls, 2 compact parking stalls, and 1 ADA compliant parking stall (15 total)

*Re-grading and reconstruction of the parking lot

*Sidewalk around the perimeter of the parking lot

*Church Street crossing improvements with ADA accessible curb ramps

*Reconstruction of adjacent Church Street

*Pedestrian handrailing

*Removal of abandoned structure

*Planter box for future landscaping

*Lowering height of masonry block wall

*Bid alternative: Solar Street lighting

**Parking Lot #2 –
Stewart Street and Church Street:**

*44 standard parking stalls, 2 compact parking stalls, and 2 ADA compliant parking stalls (48 total)

*Minor re-grading and reconstruction of parking lot

*Reconstruction of Bradford Street

*New at-grade sidewalk along Bradford Street

*Bradford Street crossing improvements with ADA accessible curb ramps

The estimated cost of this project is \$1.14M. The project is anticipated to be completed within 40 Working Days. The DBE Contract goal is 0 percent.

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

Publication Date: Saturday August 8, 2026
The Union Democrat, Sonora CA

EXHIBIT C: NOTICE TO BIDDERS

SECTION I

NOTICE TO BIDDERS

Sealed bids for the work shown on the plans entitled:

CITY OF SONORA FY 25/26 PARKING LOTS IMPROVEMENT PROJECT

AT STEWART & LYONS STREET AND STEWART & CHURCH STREET

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

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

General Work Description:

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

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

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

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

The estimated cost of this project is \$1.14 M

Complete the work within 40 Working Days.

The DBE Contract goal is 0 percent.

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

Bids are required for the entire work described herein.

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

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

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

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

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

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

Caltrans Standard Specifications and Standard Plans are available on the web site: [2025 Standard Plans, Standard Specifications, and Contract Item Codes | Caltrans](#)

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

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

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

The City reserves the right to reject a responsive bid based on the non-responsibility of the bidder if the City Engineer or Designee finds, after providing notice and a hearing to the bidder, that the bidder lacks the

1. knowledge
2. experience,
3. or is otherwise not responsible to complete the project in the best interest of the City

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

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

Protests must be filed no later than five working days after either:

1. bid opening date
2. notification of rejected bid.

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

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

Valid protests must contain the following information:

1. the reasons for the protest
2. any supporting documentation
3. the ruling expected by the City to remedy the protest.

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

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

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

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

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

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

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

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

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

EXHIBIT D: BID SCHEDULE

BASE BID SCHEDULE

BID ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	MOBILIZATION/DEMOBILIZATION	LS	1	18,000.00	18,000.00
2	TRAFFIC CONTROL SYSTEM	LS	1	12,000.00	12,000.00
3	CONSTRUCTION STAKING	LS	1	26,400.00	26,400.00
4	WATER POLLUTION CONTROL PLAN	LS	1	6,000.00	6,000.00
5	REMOVE WALL - PARTIAL	SF	340	37.18	12,641.20
6	REMOVE STRUCTURE	LS	1	11,390.40	11,390.40
7	REMOVE HANDRAIL	LF	179	4.80	859.20
8	REMOVE CONCRETE	SF	892	9.60	8,563.20
9	RIVER ROCK	SF	1,200	8.14	9,768.00
10	PLANTER BOX	LS	1	39,526.80	39,526.80
11	LOCAL BORROW	SF	1,213	5.32	6,453.16
12	1" IRRIGATION PVC	LF	32	113.44	3,630.08
13	CLASS 2 AB	CY	652	176.88	115,325.76
14	REMOVE BASE & SURFACING	CY	1,056	89.29	94,290.24
15	HMA	TON	495	242.00	119,790.00
16	2.0" COLD PLANE (CONFROM EDGE)	SF	816	4.68	3,818.88
17	MINOR CONCRETE (CURB & GUTTER) - A2-6	LF	269	77.10	20,739.90
18	MINOR CONCRETE (CURB)	LF	597	50.23	29,987.31
19	MINOR CONCRETE (CURB) - A3-6	LF	84	42.72	3,588.48
20	MINOR CONCRETE (DRIVEWAY)	SF	626	20.00	12,520.00
21	MINOR CONCRETE (SIDEWALK)	SF	2,121	18.42	39,068.82
22	MINOR CONCRETE (STAIRS)	LS	1	9,567.60	9,567.60
23	MINOR CONCRETE (SEAT WALL)	LF	25	279.74	6,993.50
24	PEDESTRIAN RAILING	LF	88	199.20	17,529.60
25	HANDRAIL	LF	59	293.25	17,301.75
26	RELOCATE ROADSIDE SIGN	EA	4	540.00	2,160.00
27	INSTALL ROADSIDE SIGN	EA	4	690.00	2,760.00
28	REMOVE PAVEMENT MARKING	SF	105	12.00	1,260.00
29	REMOVE TRAFFIC STRIPE	LF	82	6.00	492.00

BASE BID SCHEDULE - CONTINUED

BID ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
30	PAVEMENT MARKING - THERMOPLASTIC	SF	447	12.81	5,726.07
31	TRAFFIC STRIPE - THERMOPLASTIC	LF	292	6.82	1,991.44
32	PAVEMENT MARKING - PAINT	SF	77	6.00	462.00
33	TRAFFIC STRIPE - PAINT	LF	1,497	2.56	3,832.32
34	DETECTABLE WARNING SURFACE	EA	10	306.00	3,060.00
35	ADJUST UTILITY TO GRADE (MANHOLE)	EA	4	1,647.00	6,588.00
36	ADJUST UTILITY TO GRADE (UTILITY BOX)	EA	11	1,317.60	14,493.60
37	ADJUST FIRE HYDRANT TO GRADE	EA	1	6,931.20	6,931.20
38	ADJUST DRAINAGE INLET	EA	2	2,415.60	4,831.20
39	WHEEL STOP	EA	32	90.00	2,880.00
TOTAL BASE BID :					703,221.71

BID ALTERNATIVE 1 SCHEDULE

BID ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	SOLAR LIGHT	EA	4	26,250.00	105,000.00
TOTAL BID ALTERNATIVE 1 :					105,000.00

EXHIBIT E: BID GUARANTEE

**CITY OF SONORA
DEPARTMENT OF PUBLIC WORKS**

BID GUARANTEE

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

EXHIBIT F: LIST OF SUBCONTRACTORS

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

LIST OF SUBCONTRACTORS

Business Name and Location	California Contractor License Number	Description of Portion of Work	Bid Items Numbers	Percentage of Bid Item Subcontracted
Hensley's Paving Hickman, CA	828289	Demo, Grading, Patching	5 6 7 8 10 11 13 14 15 16 17 18 19 20 21 22 35 36	64 83 83 83 14 83 83 83 83 83 25 15 18 38 41 4 22 28
Wornack Striping, Inc. Modesto, CA	647795	Striping, Signage	26 27 28 29 30 31 32 33 39	83 83 83 83 83 83 83 83 83
McPhee Masonry Oakdale, CA	675127	Demo, Masonry, Railing	5 10 24 25	20 42 83 83
JDE Engineering Merced, CA	N/A	Staking	3	83
Modesto Executive Electric Modesto, CA	669018	Electrical	Alt 1	77

(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)

EXHIBIT G: EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Taylor Backhoe Service, Inc. dba TBS Contractors, proposed subcontractor Hensley's Paving, hereby certifies that he has X, 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.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Taylor Backhoe Service, Inc. dba TBS Contractors, proposed subcontractor Womack Striping, hereby certifies that he has X, 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.)

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EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Taylor Backhoe Service, Inc. dba TBS Contractors, proposed subcontractor Modesto Executive Electric, hereby certifies that he has X, 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.)

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EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Taylor Backhoe Service, Inc. dba TBS Contractors, proposed subcontractor Mc Phee Masonry, hereby certifies that he has X, 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.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Taylor Backhoe Service, Inc. dba TBS Contractors, proposed subcontractor JDE Engineering, hereby certifies that he has X, 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.)

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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.

EXHIBIT H: BONDS

**CITY OF SONORA
DEPARTMENT OF PUBLIC WORKS**

BIDDER'S BOND

We, Taylor Backhoe Service, Inc. dba TBS Contractors as Principal, and
The Ohio Casualty Insurance Company
as Surety are bound unto the CITY OF SONORA, State of California, hereafter referred to as "Obligee", in the
penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the
work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for
City of Sonora FY 25/26 Parking Lots Improvement Project at Stewart & Lyons Street and Stewart & Church Street
(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at Sonora, CA on August 28th, 2026
(Insert place where bids will be opened) (Insert date of bid opening)

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

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

Dated: August 21st, 20 26.

Taylor Backhoe Service, Inc. dba TBS Contractors

William Tevi Dukes
Principal
Vice President

The Ohio Casualty Insurance Company

Surety

By *Kathleen Le*
Kathleen Le, *Attorney-in-fact*

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City of Sonora _____ SS

On this _____ day of _____ in the year 20__ before me
_____, personally appeared _____,
Attorney-in-fact

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

(SEAL) See Attached – CA Notary Acknowledgement Complies with Civil Code Section 1189

Notary Public

ACKNOWLEDGMENT

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

State of California
County of Merced

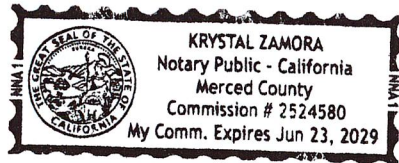
On 8/25/2026 before me, Krystal Zamora, Notary Public
(insert name and title of the officer)

personally appeared William Levi Dukes
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Krystal Zamora (Seal)



Bidder's Bond



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8216456-971829**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Breanna Boatright; Tony Clark; Elizabeth Collodi; Brad Espinosa; Matthew Foster; Dineen Fraser; John Hopkins; Jennifer Lakmann; Kathleen Le; Kris Lopes; Jason March; Cassandra Medina; Samie Naake; Deanna Quintero; Sharon Smith; Mike Taylor; Quentin Thomas; Peggy Trusty; Sara Walliser; Samantha Watkins; John Weber; Mindy Whitehouse; Steven L. Williams

all of the city of Chico state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of June, 2026.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA SS
County of MONTGOMERY

On this 25th day of June, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of August, 2026.



By:

Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ACKNOWLEDGMENT

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

State of California

County of Sacramento)

On August 21, 2026 before me, Mia Sophia Mancuso, Notary Public
(insert name and title of the officer)

personally appeared Kathleen Le,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the
person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Mia Sophia Mancuso (Seal)

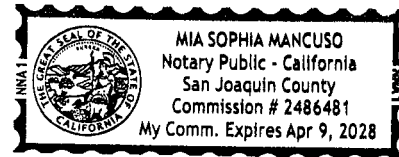


EXHIBIT I: NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT

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

To the CITY OF SONORA
DEPARTMENT OF PUBLIC WORKS.

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

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

EXHIBIT J: DEBARMENT AND SUSPENSION CERTIFICATION

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

N/A

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.

EXHIBIT K: PUBLIC CONTRACT CODE

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 **X** been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

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

EXHIBIT L: BIDDER ACKNOWLEDGEMENTS

BIDDER ACKNOWLEDGEMENTS

By signing below, the bidder acknowledges and confirms that this bid is based on the information contained in all contract documents, including the notice to bidders, plans, specifications, and addendum number(s) No. 1. **(Note: You are responsible to verify the number of addenda prior to the bid opening.)**

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

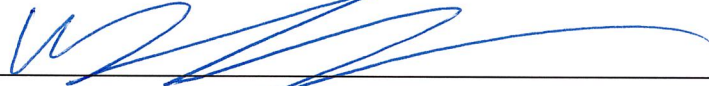
THE UNDERSIGNED FURTHER AGREES THAT IN CASE OF DEFAULT IN EXECUTING THE REQUIRED CONTRACT, WITH NECESSARY BONDS, WITHIN EIGHT DAYS, (NOT INCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS), AFTER HAVING RECEIVED A MAILED NOTICE THAT THE CONTRACT IS READY FOR SIGNATURE, THE PROCEEDS OF THE CHECK OR BOND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

Licensed in accordance with an act providing for the registration of contractors, License No. 810520
Expiration

Date July 31, 2028.

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

Signature of Bidder



William Levi Dukes, Vice President

(Print Name and Title of Bidder)

Business Name (DBA): TBS Contractors

Owner/Legal Name: Taylor Backhoe Service, Inc.

Indicate One: ☐ Sole-proprietor ☐ Partnership ☒ Corporation

EXHIBIT M: PUBLIC CONTRACT CODE 10232 STATEMENT

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.

EXHIBIT M: PUBLIC CONTRACT CODE 10162 QUESTIONNAIRE

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 X

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