

CONTRACTOR SERVICES AGREEMENT

COGENERATION ENGINE OVERHAUL 2025

THIS AGREEMENT is made at Fairfield, California, as of _____, 2025, by and between the City of Fairfield, a municipal corporation ("CITY") and Holt of California ("CONTRACTOR"), who agree as follows:

- 1) **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONTRACTOR. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit "A."
- 2) **PAYMENT.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."
- 3) **FACILITIES AND EQUIPMENT.** CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
- 4) **GENERAL PROVISIONS.** The general provisions set forth in the City of Fairfield Standard Specifications and Details, latest edition and Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.
- 5) **INSURANCE REQUIREMENTS.** The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.
- 6) **BUSINESS LICENSE.** The CONSULTANT shall obtain and keep current a business license for work within the City of Fairfield pursuant to Chapter 10B of the Fairfield City Code, with respect to the gross receipts received pursuant to this Agreement. No payments shall be made to any SERVICE PROVIDER until such business license has been obtained, and all fees paid therefore, by the CONSULTANT. Business license applications and information may be obtained from the Community Development Department, Fairfield City Hall, 1000 Webster Street, Fairfield, CA 94533-4883, (707-428-7509) and online at www.fairfield.ca.gov/biz
- 7) **EXHIBITS.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.
- 8) **TERM.** This agreement shall be in effect through December 31, 2025.

- 9) Where applicable, vehicles with a GVWR greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: _____
City Manager

CONTRACTOR

By: _____
Paul Sinogu

EXHIBIT "A"

SCOPE OF SERVICE



Proposal
January 10th, 2025
Expiration Date: 30 days from the above date

Proposal To:

City of Fairfield
Attn: Mark Sharp

Equipment Description:

Caterpillar G3516
Serial # GSZ00470

Jobsite location:

1000 Webster St,
Fairfield Ca

Prevailing Wage Law:

Pursuant to 8 CCR § 16000 and Labor Code 1771, Public Works contracts for maintenance over one thousand dollars (\$1000) are subject to California prevailing wage law. The acceptance and performance of this proposal would invoke California Prevailing Wage law therefore certified payroll records will be made available upon request.

Public Works Contractor Registration # 1000016732

Sourcewell Contract # 092222-CAT

C10 Electrical Contractors License

For loadbank testing and work related to the 120 volt – 480 volt ancillary systems a California C10 is required.

Electrical Contractors license # 760251

Holt Of California:

Propose to furnish the labor, parts, supplies, and materials to perform the work described below:

Disconnect/connect, remove/install, and transport engine from and to site.

Disassemble engine, install short block, complete top end overhaul, and transfer ancillary parts.
Service generator end.
Supply and install load bank for testing and tuning.

Description of work to be performed:

Disconnect/connect, remove/install, and transport engine from and to site.

- 1) Drain and dispose of remaining Oil and Water in engine.
- 2) Disconnect and isolate batteries, exhaust, gas, and coolant connections.
- 3) Disconnect and tape off main electrical leads.
- 4) Prep engine for transport, lift engine onto skates, remove from room, load onto truck, and transport to Holts West Sacramento shop.
- 5) Once repairs are completed complete steps 1-4 in reverse order to reinstall.

Note:

Rigging, forklift, and trucks will be supplied by Holt, and the cost for these is included in this proposal.

Disassemble engine, install short block, complete top end overhaul, and transfer ancillary parts.

- 1) Disassemble engine, clean, inspect engine components per Caterpillar reusability guidelines. Prep and process cores for shipment.
- 2) Remove and send out aftercooler for failure analysis, reconditioning, and testing.
- 3) Disconnect generator, and complete visual inspection.
- 4) Supply and install short block. Short block will come with a crankshaft and cylinder packs.
- 5) Complete Top End Overhaul. See bill of materials below for new and remanufactured components that are included with the Top End Overhaul.
- 6) Clean, inspect, and install all components that will be reused.

Top End - Bill of Materials

Reman components

- (1) Short block
- (16) Cylinder head
- (1) Main water pump
- (1) Aux water pump
- (1) Aftercooler
- (2) Turbo
- (2) Starter
- (1) Oil Pump
- (1) Exhaust bypass
- (4) Camshaft
- (32) Cam followers
- (1) Oil Cooler

New Components

- (1) Oil temp regulator
- (6) Water temp regulator
- (2) Aux water temp regulator
- (16) Spark plug
- (16) Transformer
- (8) Cam bushing
- (2) Thrust plate
- (1) Oil bypass valve & spring
- (1) Oil suction screen
- (3) Oil filter
- (2) Battery

Turbo Coolant & Oil Lines

New gasket and seals for all components above.

Notes:

Any parts not listed in the "Bill of Materials" that do not meet Caterpillar reusability guidelines after inspection will be quoted as an additional charge and will need to be approved by the customer prior to replacing.

Customer will supply Lube Oil.

It is assumed that there will be a partial credit for the engine block core. That credit has already been applied in this proposal.

Service generator end.

- 1) Disassemble and inspect.
- 2) Steam clean all windings and bake out to remove all moisture.
- 3) Electrically test all windings and record results.
- 4) Test all associated components. ie Diodes, Rectifiers, RTD's ect.
- 5) Inspect all mechanical fits and measure and record all clearances.
- 6) Varnish treat windings using epoxy resin.
- 7) Dynamically balance rotating fields with rotating parts.
- 8) Furnish and install new Standard bearings.
- 9) Reassemble generator and paint.
- 10) Provide roundtrip transportation.

Note:

Any discovery work will be quoted after the generator has been inspected.

Supply and install load bank for testing and tuning.

- 1) Transport and connect 1500Kw load bank, portable circuit breaker, and load cables.
- 2) Test run and tune engine with load. Ensure proper operation.

Pricing

Disconnect/connect, remove/install, and transport engine from and to site.

| | |
|-------------------|-------------|
| Labor | \$ 8,778.00 |
| Misc | \$17,080.00 |
| Sales Tax @ 8.38% | \$ 1,431.30 |

Total \$27,289.30

Disassemble engine, install short block, complete top end overhaul, and transfer ancillary parts.

| | |
|---------------------------------------|---------------|
| Labor | \$110,880.00 |
| Parts | \$240,305.58 |
| Sourcewell Discount for Parts Pricing | |
| City of Fairfield Member #32183 | - \$22,417.30 |
| Misc | \$ 8,090.00 |
| Sales Tax @ 8.38% | \$ 20,815.55 |

Total \$380,091.13

Service generator end.

| | |
|-------------------|-------------|
| Labor | \$20,475.00 |
| Misc | \$ 4,134.00 |
| Sales Tax @ 8.38% | \$ 346.43 |

Total \$24,609.43

Supply and install load bank for testing and tuning.

| | |
|-------------------|-------------|
| Labor | \$ 9,240.00 |
| Misc | \$ 4,560.00 |
| Sales Tax @ 8.38% | \$ 382.13 |

Total \$14,182.13

Total proposal Cost \$446,171.99

Clarifications:

1. Any changes to the Scope of Work or Bill of Material will require the quotation to be revised which may result in a price change and/or rescheduling of the work.
2. Holt of California ("Holt") warrants its service labor and parts for 12 months, or 8000 hours whichever occurs first from the date of last labor. The warranty does not apply if, in the opinion of Holt, the maintenance or operation is not reasonable and proper.
3. The working condition of all components that are not being replaced is the owner's responsibility, and there is no implied warranty on parts that will be reused.
4. This proposal does not include reman core cost. If any cores do not meet Caterpillar Core criteria additional core cost may apply.
5. This proposal includes standard shipping. If expedited shipping is required additional freight cost may be added at time of invoice.
6. MOP's are included in this proposal, the MOP must be approved at a minimum of 2 weeks prior to the start of any work.
7. This proposal assumes that all work will occur during Holt of California's normal business hours.
8. Applicable taxes included in this proposal are subject to change.

Michael Roulet HOLT of California
Product Support Representative
(916) 642-5426
E-mail: mroulet@holtca.com

EXHIBIT “B”

PAYMENT

- 1) The total contract price for services rendered by CONTRACTOR under this Agreement shall not exceed four hundred ninety thousand seven hundred eighty-nine dollars and nineteen cents (\$490,789.19) which includes the proposal amount of four hundred forty-six thousand one hundred seventy-one and ninety-nine cents (\$446,171.99) plus a 10% contingency of forty-four thousand six hundred seventeen dollars and twenty cents (\$44,617.20).
- 2) Payment shall be made to CONTRACTOR based on monthly progress billings and final invoice. Final invoice to be submitted on completion of scope of work set forth in Exhibit “A”.
- 3) Any additional meetings or work required beyond that set forth in Exhibit “A” shall be mutually agreed to by the CITY and CONTRACTOR, and shall be billed on a time and materials basis to the City of Fairfield.

EXHIBIT "C"

GENERAL PROVISIONS

- 1) INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONTRACTOR shall be an independent Contractor and shall not be an employee of CITY. CITY shall have the right to control CONTRACTOR only insofar as the results of CONTRACTOR's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Agreement.
- 2) LICENSES; PERMITS; ETC. CONTRACTOR represents and warrants to CITY that CONTRACTOR has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice CONTRACTOR's profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice his profession.
- 3) TIME. CONTRACTOR shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. CONTRACTOR shall adhere to the Schedule of Activities as described in their Executive Summary.
- 4) CONTRACTOR NOT AN AGENT. Except as CITY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.
- 5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
- 6) PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
- 7) STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices his profession. All products which CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CITY shall be the sole judge as to whether the product of the CONTRACTOR is satisfactory.

- 8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONTRACTOR. CONTRACTOR is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONTRACTOR shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.
- 9) PRODUCTS OF CONSULTING. All products of the CONTRACTOR created under this Agreement shall be the property of the CITY.
- 10) INDEMNIFY AND HOLD HARMLESS. CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONTRACTOR or any person directly or indirectly employed by or acting as agent for CONTRACTOR in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of CONTRACTOR to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONTRACTOR from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

- 11) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.
- 12) LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

- 13) CONTRACTOR NOT A PUBLIC OFFICIAL. CONTRACTOR is not a "public official" for purposes of Government Code §§ 87200 et seq. CONTRACTOR conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONTRACTOR possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.
- 14) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONTRACTOR in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONTRACTOR shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:
- a) Whether CONTRACTOR is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
 - b) If CONTRACTOR is doing business as a sole proprietorship, CONTRACTOR shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
 - c) If CONTRACTOR is doing business as other than a sole proprietorship, CONTRACTOR shall provide CONTRACTOR's federal tax identification number.
- 15) LABOR AND WAGE CODE GUIDELINES. Attention is directed to Section 1777.5 of the Labor Code as it applies to Apprenticeship Standards.

The general prevailing wage rates for each craft, classification, or type of workman shall be determined by the Director of Industrial Relations (available online at <http://www.dir.ca.gov/dlsr/PWD/index.html> - select the appropriate wage decision and then collect the wage decisions for Statewide, Northern California and Solano County). A copy of these wage rate determination are kept on file are available for review at the Office of the City Engineer located at 1000 Webster Street.

In accordance with the provisions of Section 1860 of the California labor Code, attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation of his or her employees.

Attention is directed to the Federal Minimum wage rate requirements. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rates. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use

by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rates, which most closely approximates the duties of the employees in question.

- 16) CONTRACT BONDS (required for projects above \$25k). The Contractor shall furnish two good and sufficient bonds in compliance with applicable federal and state laws. One of the bonds in the amount of one hundred percent (100%) of the contract price shall guarantee the faithful performance of the contract by the Contractor; and, in addition, by its terms, the faithful performance bond shall remain in full force and effect for a period of one (1) year from and after the completion and acceptance of said work to guarantee the repair and/or replacement of faulty workmanship and defective material. The other bond shall be a payment (labor and material) bond in the amount of one hundred percent (100%) of the contract price. Each respective bond shall be in the form set forth in the Articles of Agreement Section.

Whenever any surety or sureties on any such bonds, or on any bonds required by law for the protection of the claims of laborers and material men, become insufficient, or the City has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

The City Engineer before execution of the contract by City may require that Contractor submit the documents enumerated in Code of Civil Procedure section 995.660 to verify the sufficiency of the surety or sureties on the contract bonds.

EXHIBIT "D"

INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- ☐ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Fidelity / Crime / Dishonesty Bond in the minimum amount of \$_____
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
 - ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be in excess of the CONSULTANT'S insurance and shall not contribute with it.
 - iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
 - iv) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
 - vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
- c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf; on forms equivalent to CG 20 10 11 85, subject to CITY approval; and submitted electronically via email at Riskmanagement@fairfield.ca.gov. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

d) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.

☐ Check this box if section does not apply _____ City Initial _____ Contractor Initial

PERFORMANCE BOND
(include if project is over \$25k)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to Holt of California 3850 Channel Drive West Sacramento, CA 95691 _____

(Name and address of Contractor)

("Contractor") a contract (the "Contract") for the work described as follows:

COGENERATION ENGINE OVERHAUL 2025

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of four hundred ninety thousand seven hundred eighty-nine dollars and nineteen cents _____

Dollars (\$ 490,789.19), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Contractor”

“Surety”

By: _____
Title

By: _____
Title

By: _____
Title

By: _____
Title

(Seal)

(Seal)

Note: This bond must be executed and dated, **all signatures must be notarized**, and evidence of the authority of any person signing as attorney-in-fact must be attached.

☐ Check this box if section does not apply _____ City Initial _____ Contractor Initial

PAYMENT BOND
(LABOR AND MATERIALS)
(include if project is over \$25k)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to Holt of California 3850 Channel Drive West
Sacramento, CA 95691_____

(Name and address of Contractor)

("Contractor"), a contract (the "Contract") for the work described as follows:

COGENERATION ENGINE OVERHAUL 2025

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of four hundred ninety thousand seven hundred eighty-nine dollars and nineteen cents_____

Dollars (\$490,789.19), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF this instrument shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Contractor”

“Surety”

By: _____
Title

By: _____
Title

By: _____
Title

By: _____
Title

(Seal)

(Seal)

Note: This bond must be executed and dated, **all signatures must be notarized**, and evidence of the authority of any person signing as attorney-in-fact must be attached.

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 trustfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

Personally appeared _____
Name(s) of Signer(s)

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 acknowledgment 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 _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____