

0045

FILE COPY

CONTRACT

THIS CONTRACT is made **June 15, 2009**, by and between the City of Piedmont, California, hereinafter called the "Owner", and **Valley Utility Services**, hereinafter called the "Contractor".

WITNESSETH:

WHEREAS, the Owner has accepted the Contractor's proposal to do the work referred to in the contract documents for the **Piedmont Hills Underground Assessment District**.

NOW, THEREFORE, the parties agree as follows:

1. The Contractor shall perform the work described in the contract documents in a good and workmanlike manner and to the extent of ascertaining whether said work is being performed in accordance with the contract documents, under the direction and to the satisfaction of the Owner.
2. The contract documents consist of this contract, together with each and all of the following documents relating to the **Piedmont Hills Underground Assessment District** which are hereby incorporated herein and made a part hereof as though set forth in full herein and dated **June 15, 2009**.

Notice to Contractors
 Instructions to Bidders
 Geotechnical Data
 Bid Proposal
 Bid Guaranty Bond
 Certification of Bidder's Experience & Qualifications
 Proposed Sub-Contractors
 Non-Collusion Affidavit
 Contract
 Faithful Performance Bond
 Payment Bond
 Guaranty
 Liability and Insurance Requirements
 General Requirements
 Technical Specifications

3. Said work shall be commenced per the terms of the Contractor's bid and shall thereafter be prosecuted diligently and completed within the time limit fixed. Time is of the essence in this contract.

4. Upon performance of this contract by the Contractor and the fulfillment of all the terms, covenants and conditions undertaken by the Contractor pursuant to the contract documents, the Owner will pay the Contractor **\$1,515,295** for said work as set forth in the Contractor's proposal for said work in the manner provided by law and the contract documents.
5. This contract shall bind and benefit the successors and assigns of the respective parties hereto, provided, however, that this contract shall not be assignable by the Contractor without the prior written consent of the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the date first above written.

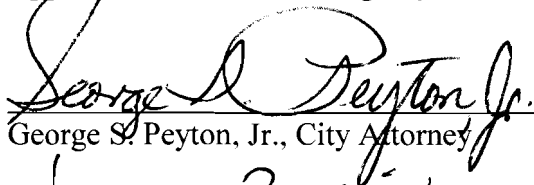
PIEDMONT RESOLUTION NO.


DATED: June 15, 2009


CITY OF PIEDMONT

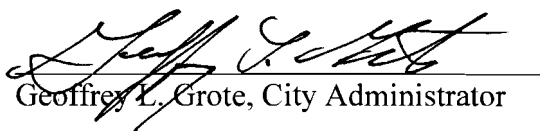
VALLEY UTILITY SERVICES

Approved as to form and legality:


George S. Peyton, Jr., City Attorney


John Benedict, President


Abe M. Friedman, Mayor


Geoffrey L. Grote, City Administrator


Attest: Ann Swift, City Clerk